

# Civil Service Conciliation and Arbitration Scheme

## General Council Report 1334

(Meeting/s of 29 April 1998)

### Restructuring of Laboratory Technicians

#### **General Council Report No. 1334**

#### **Agreement in relation to laboratory technician grades**

Meeting of 29 April 1998

1 Discussions took place on claims in relation to the pay of the grades of Laboratory Technician, Senior Laboratory Technician, Class 2 and Senior Laboratory Technician, Class 1 in the context of the local bargaining provisions of the pay agreement associated with the PCW which provides that it is open to parties who had not processed claims under Clause 3 of the PESF to process their claims on the basis set out in Clause 2(iii) A of the PCW pay agreement.

2 The Official Side said that their approach to the discussions with the Union were on the basis that additions to payroll costs would have to be compatible with the cost parameters of the PCW. The Official Side also had requirements in relation to flexibilities and changes in work practices.

3 Following discussions between the parties an offer was made by the Official Side but this proved unacceptable to the union. The union's claims were referred for adjudication in line with arrangements agreed between the Government and the Irish Congress of Trade Unions in May, 1996. The report of the Adjudication Board, which was accepted by the Official Side and the union, is in Appendix 1. The revised pay scales resulting from the adjudication are in Appendix 2. Specific flexibility measures to apply to the grades concerned are in Appendix 3.

4 The revised scales, and the flexibility measures, were acceptable to the union. The Union also confirmed their acceptance of the provisions set out in the central agreement which had been negotiated with IMPACT in regard to flexibilities and changes in work practices (Appendix 2 to Agreed Report No 1306).

5 At a meeting on 29 April 1998 the Council agreed to recommend for acceptance the overall package outlined in Paragraph 4.

6 This report accordingly records such agreement.

7 This report was adopted on 29 April 1998 .

## **Appendix 1**

**Adjudication (As provided by the Government/Irish Congress of Trade Unions in an Understanding of 15 May 1996)**

**Claim on behalf of laboratory technician grades represented by IMPACT under Clause 2(iii) of the PCW pay agreement.**

The claim was referred to the Civil Service Arbitration Board for adjudication under the arrangements agreed between the Government and the Irish Congress of Trade Unions and outlined in the Government statement of 15 May 1996.

Written submissions were presented and oral hearings took place on 24 November 1997 and 9 February 1998.

### **Submission of the Union**

1 The union said the claim covered the grades of Laboratory Technician, Senior Laboratory Technician, Class 1, Senior Laboratory Technician, Class 2 and Chief Technologist, Department of Agriculture and Food. There was a long standing arrangement whereby these grades had parity of pay, subject to adjustment for superannuation contributions, with comparable grades in the medical laboratory technician structure in the health sector. The union supplied details of previous increases applied to medical laboratory technicians which had been extended to the claimant grades.

2 The union said that they were seeking the same increases as those applied to medical laboratory technicians under Clause 2(iii) of the PCW as a result of an agreement reached under the auspices of the Labour Relations Commission. This settlement provided for increases ranging from 5.5% to 10.5% plus a long service increment of 2% applicable to the basic grade of medical laboratory technician. These increases were in addition to an increase of 1% applied earlier with effect from 1 April 1994. The union outlined the background to the settlement for medical laboratory technicians. This followed Labour Court recommendations on claims on behalf of nurses and paramedical grades in the health sector.

3 The union said that in addition to the increases referred to the settlement for medical laboratory technicians provided for a review of various aspects

of the pathology service and an examination by an Expert Group of the changes that had taken place in the profession including such matters as anomalies which had arisen, problems relating to recruitment and retention, training and education requirements, management structure and development, development plans for delivery of services, unified career structure etc.

4 The union said that there was a clear case for a similar review exercise for laboratory technicians in the civil service. The promotion and career structures for laboratory technicians in the civil service compared unfavourably with those of medical laboratory technicians. Attempts made in the past to secure a proper career structure for the civil service technicians had proved unsuccessful but this issue would have to be dealt with.

5 Other matters required attention also such as accreditation of laboratories which would have significant implications for work practices, management of work etc. Virtually all of the matters to be the subject of review/examination by an Expert Group in the health sector would apply equally to the civil service technicians. It was the position of the union that the establishment of a service review/examination by an Expert Group to deal with management and organisational matters including career structures was essential and would have to be part of any settlement for civil service laboratory technicians.

6 The settlement for medical laboratory technicians included an agreement by the union concerned to co-operate with various flexibility provisions. Flexibility provisions had been agreed in respect of the civil service technicians also. IMPACT had negotiated a general flexibility document at central level to apply to all grades represented by the union. The union outlined the main features of this agreement.

7 These flexibility provisions were in addition to concessions made by laboratory technicians in the various laboratories since 1993/94 covering increased productivity and co-operation with changes in work practices, additional tests etc. These concessions had been given on the basis that they would be fully taken into account in any settlement under Clause 2(iii) of the PCW. Further changes resulting in increased productivity had been agreed by civil service technicians with management of laboratories in the context of the present claim. The full effect of the flexibility concessions given by the civil service laboratory technicians was at least equal to that given by medical laboratory technicians.

8 The union said that in view of the previous pay history and the other factors referred to there was no basis for withholding from the civil service

technicians the settlement terms applied to medical laboratory technicians including the pay increases and the service review/examination by an Expert Group. The board were asked to recommend in favour of the claim.

### **Submission of the Official Side**

9 The Official side outlined the background to the negotiations with IMPACT on the claim. Prior to the settlement of the claim on behalf of medical laboratory technicians in the health service, efforts were made to resolve the claim on behalf of the laboratory technician grades in the civil service along the lines generally of settlements for other civil service grades and within the cost parameters of the PCW. The offer put to the union provided for a revised pay scale with long service increments and the creation of additional posts of Senior Laboratory Technician, Class 2. However, this offer was not acceptable to the union. Following settlement of the claim on behalf of medical laboratory technicians in the health service IMPACT indicated that it wished to have the same terms applied to the civil service technicians.

10 The Official Side accepted that the laboratory technician grades in the civil service had been related for pay purposes to medical laboratory technicians in the health service. However, the present adjudication could not be approached on the basis of a relativity exercise or an open ended review of the pay of laboratory technicians. It was the intention that each grade/group in the public service would negotiate a settlement on an individual basis under the local bargaining provision in the PCW pay agreement within the PCW cost parameters and having regard to the need for flexibility and change in each area. The effect of this approach had been to produce variations in previously existing pay relationships.

11 The Official Side said that it had always been their position that any settlement for the grades covered by the claim would have to be reconciled with the cost parameters of the PCW. It would not be possible to reconcile the terms sought by the union with those cost parameters in the absence of sufficient cost savings. Efforts had been made through discussions between IMPACT and representatives of the Departments employing laboratory technicians to secure such savings from various productivity and flexibility measures but these were not successful.

12 The Official Side said the review of the pathology service and establishment of an expert group in the context of the settlement for medical laboratory technicians in the health service were specifically related to the requirements of the health service and correspond generally to arrangements in the agreements for nurses and paramedical grades. Reviews of this kind

had not been a feature of settlements in the civil service or elsewhere in the public service outside the health service.

13 The Official Side considered that, overall, the offer already made represents a fair and balanced package of benefits. The board was asked to endorse the Official Side position.

### **Findings**

14 Following the hearing held on 24 November 1997 the board made the recommendations set out in the following paragraphs.

- (i) The Board considered the written and oral submissions made by the parties.
- (ii) The Board noted that the basic pay of civil service laboratory technicians has traditionally been set exclusively by reference to the pay scales of the equivalent grades of medical laboratory technicians employed in the Health area.
- (iii) The Board also noted the official side argument that each Group/Grade in the Public Service should negotiate a settlement on an individual basis under the local bargaining provision in the PCW pay agreement within the PCW cost parameters and having regard to the need for flexibility and change in each area.
- (iv) The Board had sympathy with the aspiration of the claimant grades to maintain the pay link with medical laboratory technicians. However, that link could only be maintained if it can be shown to be consistent with the intent and terms of the restructuring provisions of PCW. In that regard account must be taken of the extent of flexibility and change agreed and its off setting effect on the cost of any pay adjustment.
- (v) Having regard to the above, the Board recommended that the parties recommence negotiations with a view to reaching agreement under Option A of Clause 2 (iii) of the PCW Pay Agreement. Should the parties fail to reach agreement within a period of six weeks, this Board would issue a further recommendation in this case.
- (vi) In addition to the question of pay, IMPACT had requested the Board to recommend that a Service Review/Expert Group be set up to examine and report on a range of issues equivalent to those agreed in the Medical Laboratory settlement. The official side in their submissions to the Board were totally opposed to such an approach. It was the Board's view that this is a matter for the parties themselves to sort out.

15 Further discussions were held between the parties. A revised and expanded range of flexibility measures to apply to laboratory technicians in the civil service was agreed. Agreement could not be reached on the claim, however, and the matter was referred back to the board. Following a further hearing on 9 February 1998 the following recommendation was issued by the board:

### **Pay**

In this case the Board is satisfied that the range of flexibility/productivity measures agreed between the parties will generate sufficient savings to enable concession of the Unions claim within the cost perimeters of PCW. On this basis the Board recommends that the claim be conceded.

### **Review**

The Board recommends that following completion of the current review involving medical laboratory technicians a similar exercise should be undertaken in respect of claimant grade. This review should concentrate on any relevant changes agreed in respect of medical laboratory technicians. It should also cover such other matters, of a non cost increasing nature, as may be agreed between the parties.

Gerard Durcan S.C Derek P Hunter Kevin Duffy  
Chairman

## **Laboratory Technician Grades**

### **Flexibility and Change**

#### **1. Introduction**

1.1 The Programme for Competitiveness and Work provides that in return for improvements in pay and conditions that there should be a contribution on the part of employees in the area of flexibility and change, in the interests of efficiency and effectiveness and an improved quality of Public Service. In the context of an agreement under Clause 2 (iii) A of the PCW pay agreement for laboratory technician grades, the following flexibility and change clauses are agreed.

#### **2 General**

2.1 The provisions in regard to flexible working arrangements and other measures of change provided for in the agreement reached with IMPACT, which accompanies General Council Report No. 1306, will apply to the laboratory technician grades. This will entail co-operation, on the basis set out in the agreement, with the following matters

atypical employment

use of part-time, temporary and contract staff

flexibility in attendance patterns

ongoing and fundamental change including matters such as new schemes and initiatives and developments in technology

flexible working and reporting relationships, including group/team working

discontinuation of outdated demarcations

greater emphasis on resources and training and reskilling

dealing with performance deficiencies

revised probation arrangements

outsourcing of services in certain circumstances.

### **3 Specific flexibility requirements in relation to Laboratory Technicians**

3.1 In the context of the overall agreement on flexibility the Laboratory Technician grades will co-operate with the following measures

#### **Laboratory accreditation/Quality Assurance Schemes in the case of laboratories which are not already accredited and partaking in such schemes**

The union agree to co-operate fully with the development and implementation of the schemes for the accreditation of laboratories and for quality control and assurance schemes and will undertake additional duties arising from this without seeking extra remuneration. Staff interests will be consulted in regard to the development and implementation process.

Staff will agree to co-operate after due consultation with measures and initiatives considered desirable by management to secure improvements in efficiency and effectiveness and the quality of the services provided by the laboratories. This could include the setting of objectives and monitoring of their achievement.

### **Performance and Development**

Staff will agree to co-operate with measures considered desirable by management to improve personal performance and development and to facilitate performance management.

### **Co-operation with change and use of technology**

The general agreement recognises that ongoing and fundamental change will continue to be a normal part of everyday life in the civil service into the future and that changes will be introduced in a spirit of co-operation. In this connection laboratory technician grades will continue to co-operate fully with use of new technology, the introduction of new instruments and equipment in the laboratories and the development of new testing procedures. (These requirements are described in greater detail in Appendices 4.2.1 to 4.2.11 of IMPACT's Statement of Case dated November 1997 to the Adjudication Board.) In this context it is agreed that no technology-related claims will be made in the future. This will not prevent claims on behalf of individuals being made where it is contended that the impact of technology warrants a higher grading for a job.

There will also be full and on-going co-operation with increased demands on laboratories arising from matters such as BSE, extension of TB and Brucellosis testing programmes, developments in relation to food hygiene.

A standard working week will be introduced in areas where "non standard" arrangements apply. There will be discussion with the union with a view to reaching agreement on the manner in which this will be done.

### **Installation and servicing of equipment**

Where deemed appropriate by management, Laboratory Technician grades will install and perform on-going maintenance/servicing of equipment.

### **Flexibility of duties**

There will be an extension to other laboratories under the aegis of the Department of Agriculture and Food of the practice in the Cork Brucellosis Laboratory whereby Serological Assistants perform, read and record SAT and CFT tests provided there is due consultation with the staff and union and when agreed it takes place under the strict supervision of technicians.

In accordance with appropriate line management procedures Laboratory Technicians will accept flexible rostering arrangements which may entail assignment to differing duties/work locations during the course of a working day.

**Introduction of graduate/Post-Doctorate staff for specialised "once off" research projects**

**Use of bleeps in the Forensic Science Laboratory where a relevant scientist is not available**

**participation in collaborative studies with outside agencies e.g Teagasc, UCD, National Diagnostic Centre etc.**

## Appendix 2

### Laboratory Technician

Existing scale	1 % increase	PCW increase of 2%	PCW increase of 2%	PCW increase of 1.5%	PCW increase of 1.5%	PCW increase of 1%	Adjudication finding	Partnership 2000	Partnership 2000
1 December 1993	1 April 1994	1 June 1994	1 June 1995	1 June 1996	1 October 1996	1 January 1997	1 April 1997	1 July 1997	1 April 1998
£13,941	£14,080	£14,362	£14,649	£14,869	£15,092	£15,243	£16,080	£16,341	£16,482
£14,398	£14,542	£14,833	£15,130	£15,357	£15,587	£15,743	£16,720	£16,981	£17,138
£14,842	£14,990	£15,290	£15,596	£15,830	£16,067	£16,228	£17,296	£17,557	£17,728
£15,274	£15,427	£15,736	£16,051	£16,292	£16,536	£16,701	£17,857	£18,118	£18,303
£15,723	£15,880	£16,198	£16,522	£16,770	£17,022	£17,192	£18,444	£18,705	£18,905
£16,178	£16,340	£16,667	£17,000	£17,255	£17,514	£17,689	£19,040	£19,301	£19,516
£16,602	£16,768	£17,103	£17,445	£17,707	£17,973	£18,153	£19,605	£19,866	£20,095
£17,049	£17,219	£17,563	£17,914	£18,183	£18,456	£18,641	£20,200	£20,461	£20,705
£17,494	£17,669	£18,022	£18,382	£18,658	£18,938	£19,127	£20,794	£21,055	£21,314
£17,937	£18,116	£18,478	£18,848	£19,131	£19,418	£19,612	£21,390	£21,651	£21,925
£18,374	£18,558	£18,929	£19,308	£19,598	£19,892	£20,091	£21,984	£22,245	£22,534
£18,828	£19,016	£19,396	£19,784	£20,081	£20,382	£20,586	£22,600	£22,861	£23,165
£19,277	£19,470	£19,859	£20,256	£20,560	£20,868	£21,077	£23,215	£23,476	£23,795
£19,730	£19,927	£20,326	£20,733	£21,044	£21,360	£21,574	£23,838	£24,099	£24,434
							LS £24,315	LS £24,576	LS £24,923

\* Payable after three years satisfactory service at the maximum

### Important

Since an advance lump sum payment based on 1% of salary for the period from 1 April 1994 to 31 March 1996 has already been paid, the amount of such payment will be deducted from the retrospective payment arising from the revised scales shown above.

## Appendix 2

### Senior Laboratory Technician, Class 1

Existing scale	1 % increase	PCW increase of 2 %	PCW increase of 2 %	PCW increase of 1.5 %	PCW increase of 1.5 %	PCW increase of 1 %	Adjudication finding	Partnership 2000	Partnership 2000
1 December 1993	1 April 1994	1 June 1994	1 June 1995	1 June 1996	1 October 1996	1 January 1997	1 April 1997	1 July 1997	1 April 1998
£18,481	£18,666	£19,039	£19,420	£19,711	£20,007	£20,207	£21,320	£21,581	£21,853
£19,020	£19,210	£19,594	£19,986	£20,286	£20,590	£20,796	£22,288	£22,549	£22,845
£19,560	£19,756	£20,151	£20,554	£20,862	£21,175	£21,387	£23,097	£23,358	£23,674
£20,097	£20,298	£20,704	£21,118	£21,435	£21,757	£21,975	£23,915	£24,176	£24,513
£20,632	£20,838	£21,255	£21,680	£22,005	£22,335	£22,558	£24,738	£24,999	£25,356
£21,190	£21,402	£21,830	£22,267	£22,601	£22,940	£23,169	£25,602	£25,863	£26,242

### Important

Since an advance lump sum payment based on 1% of salary for the period from 1 April 1994 to 31 March 1996 has already been paid, the amount of such payment will be deducted from the retrospective payment arising from the revised scales shown above.

Senior Laboratory Technician, Class 2

## Appendix 2

[illegible]

**Important**  
Since an advance lump sum payment based on 1% of salary for the period from 1 April 1994 to 31 March 1996 has already been paid, the amount of such payment will be deducted from the retrospective payment arising from the revised scales shown above.

## Appendix 2

### Chief Technologist, Department of Agriculture and Food

Existing scale	1 % increase	PCW increase of 2%	PCW increase of 2%	PCW increase of 1.5%	PCW increase of 1.5%	PCW increase of 1%	Adjudication finding	Partnership 2000	Partnership 2000
1 December 1993	1 April 1994	1 June 1994	1 June 1995	1 June 1996	1 October 1996	1 January 1997	1 April 1997	1 July 1997	1 April 1998
£23,661	£23,898	£24,376	£24,864	£25,237	£25,616	£25,872	£27,294	£27,555	£27,976
£24,433	£24,677	£25,171	£25,674	£26,059	£26,450	£26,715	£28,480	£28,741	£29,192
£25,185	£25,437	£25,946	£26,465	£26,862	£27,265	£27,538	£29,510	£29,771	£30,248
£25,948	£26,207	£26,731	£27,266	£27,675	£28,090	£28,371	£30,564	£30,825	£31,328
£26,697	£26,964	£27,503	£28,053	£28,474	£28,901	£29,190	£31,607	£31,868	£32,397
£27,437	£27,711	£28,265	£28,830	£29,262	£29,701	£29,998	£32,650	£32,911	£33,466
£28,175	£28,457	£29,026	£29,607	£30,051	£30,502	£30,807	£33,697	£33,958	£34,539
£28,929	£29,218	£29,802	£30,398	£30,854	£31,317	£31,630	£34,777	£35,038	£35,646
£29,661	£29,958	£30,557	£31,168	£31,636	£32,111	£32,432	£35,838	£36,099	£36,734

### Important

Since an advance lump sum payment based on 1% of salary for the period from 1 April 1994 to 31 March 1996 has already been paid, the amount of such payment will be deducted from the retrospective payment arising from the revised scales shown above.

## Appendix 2

**Laboratory Technicians appointed on or after 6 April 1995 paying the Class A rate of PRSI contribution and making an employee contribution in respect of personal superannuation benefits**

[illegible]

\* Payable after three years satisfactory service at the maximum

This report was adopted on 29 April 1998