

# Civil Service Conciliation and Arbitration Scheme

## General Council Report 1286

(Meeting/s of 27 February 1992, 25 March 1992, 26 July 1995)

### Agreement in relation to grades represented by the Public Service Executive Union.

1. The Official Side referred to the local bargaining provisions of the Pay Agreement which formed part of the PESP. These provided that, "exceptionally", employers and trade unions could negotiate changes in rates of pay and/or conditions of employment, beyond those provided for elsewhere in the Agreement, subject to certain conditions and parameters, both generally and specifically in relation to the public service. At the meeting of 27 February 1992 the Official Side tabled a document which outlined their approach to the discussion referred to in Clauses 2 and 3 of the Memorandum of Understanding in relation to the operation of Clause 3 of the Pay Agreement in the public service.

2. As outlined in the document the Official Side said that they would be stressing the need to raise efficiency and performance levels across the public service and they emphasised the importance of a shared determination by all parties to improve the working of the public service and of cooperation between all parties to achieve and implement change. Specifically in relation to the civil service, they emphasised that the challenges and demands facing the service, and the need for maximum efficiency and effectiveness, required a service organised and operated in a way which best enabled it to perform its functions and to respond to change.

3. Essentially, the Official Side wished to discuss a wide range of measures designed to improve efficiency and effectiveness such as would enable staff, as well as clients and taxpayers, to benefit. It was their intention that, by and large, the improvements allowable under Clause 3 would take the form of improvements in structures rather than in rates of pay.

4. The Staff Side indicated that they were prepared to enter into discussions without any preconditions. For their part, the PSEU indicated that, without prejudice to their position in relation to any aspects of the Official Side's approach, they were prepared to explore the possibilities presented by

discussions under Clause 3 in relation to the various important issues affecting their grades. They saw these issues as including the gap which had opened up between the maxima for PSEU grades and those for other groups, the need to improve career progression against a background of increasing numbers being held on the maxima of scales and the desirability of having the pay of PSEU grades dealt with in a situation where cost in relation to all other grades related to them was not a factor.

5. It was agreed that further talks might take place in sub-committee and by way of bilateral discussions directly with the unions concerned. Against the background outlined above, such discussion took place between the PSEU and the Official Side. Some progress was made and proposals for new structures emerged.

6. In the course of the foregoing discussions the application of the PCW Pay Agreement to the civil service was agreed at General Council (Report 1268 refers). The arrangements in relation to the application of that Pay Agreement to the public service, set out in Annex 1 to the Agreement, provided procedures for dealing with "unfinished business" under Clause 3 of the PESP Pay Agreement. One of the options available was for restructuring negotiations to continue with a view to reaching a mutually acceptable conclusion. This conclusion would have to have regard to the need for flexibility and change and the contribution to be made by employees to such change and must result in savings and an improved quality of public service. Under the Agreement both sides were committed to approaching negotiations on the basis that real changes involving savings and improvements in efficiency and effectiveness will be achieved. The intention was that the outcome would be no less favourable than under the alternative option provided for, namely, the processing of a single claim for an amount not exceeding 3% of the basic cost of the group of employees concerned, any resulting increase being implemented on a phased basis.

7. The PSEU indicated that they were prepared to continue, under the PCW Pay Agreement arrangements, with the restructuring discussions which had been taking place. This would be by way of further exploration of possibilities and would be without prejudice to their entitlement at any time to follow the alternative avenue available to them under the Agreement.

8. The Official Side said that their approach to further discussions would be on the basis that any resulting addition to payroll costs of the grades concerned would have to be compatible with the cost parameters which

underpin the PCW Pay Agreement. Phased implementation compatible with those parameters would also have to apply. In addition, any resulting agreement would have to fit with the Strategic Management Initiative in the civil service and would have to take on board issues being highlighted by that initiative, such as recognition of merit, flexibility between grades, open reporting relationships and changes in the personnel area. Any agreement with the PSEU grades would also have to remain open to the possible integration of the grades covered with grades above or below them in the structure should that emerge from other restructuring initiatives.

9. The PSEU confirmed that, as provided in the PCW Pay Agreement, no cost increasing claims for improvements in pay or conditions of employment will be made or processed during the currency of the Agreement.

10. Following detailed discussion, during which proposals which had previously emerged had to be significantly revised, agreement was reached on the proposals set out in the Appendix to this report. At a meeting on 25 July 1995 the Council agreed to recommend these proposals for acceptance.

11. This report accordingly records such agreement.

12. This report was adopted on 25 July 1995

## **APPENDIX**

### **Proposals for Agreement**

The proposals consist of four sections as follows -

#### **1 Structures**

#### **2 Flexible Working**

#### **3 Implementation**

#### **4 Miscellaneous Provisions**

### **Section 1 - New Structures**

#### **General Service Grades**

#### **1. Structures**

1.1 The existing grades of Executive Officer, Higher Executive Officer and Administrative Officer will be retained. Each grade will now have a standard scale and a new higher scale. The standard and higher scales for the grades are attached.

1.2 25% of the Executive Officer (including Junior Systems Analysts) grade in each Department will be on the higher scale for that grade. 30% of the Higher Executive Officer (including Systems Analyst) grade in each Department will be on the higher scale for that grade.

1.3 30% of the Administrative Officer grade in the civil service will be on the higher scale for that grade.

## **2. Duties**

2.1 There will be no distinction as regards duties between staff on the standard scales and staff on the higher scales.

2.2 The degree of flexibility of working which exists between Executive Officers and Higher Executive Officers will be enhanced by having the non-managerial work of both grades regarded as a common pool from which work will be allocated on the basis of the suitability of the available officers in both grades to perform it.

2.3 Because of the nature of the grades concerned, there is scope, at least at the margins, for greater flexibility of duties between staff at Higher Executive Officer and Administrative Officer level and those above them. There will be full co-operation with this situation as it evolves, particularly developments which may arise in that respect in the context of the implementation of the Strategic Management Initiative in the civil service.

2.4 Executive Officers, Higher Executive Officers and Administrative Officers can be required to "sign off" work which traditionally would have been referred upwards.

2.5 There will be full flexibility in reporting relationships, that is that Executive Officers, Higher Executive Officers and Administrative Officers can be required to report to, or accept reporting from, any level.

2.6 Executive Officers, Higher Executive Officers and Administrative Officers who are in receipt of allowances in the nature of pay will accept temporary transfers to other positions in the same geographical location where the needs of the work require such transfers. Such staff will, in these situations, retain the relevant allowance.

2.7 The above measures are designed, through the enhancement of flexibility, to achieve greater efficiency and effectiveness in the carrying out of its functions and delivery of services by the civil service. Their purpose is not to reduce promotional outlets. It is recognised by both sides however, that the numbers of staff in different grades is a function of the needs of the work and is not rigidly fixed. Thus, for example, as new functions are added to the work of Departments or as functions cease, or undergo change, the needs of Departments for staff will vary over time. Under the Administrative Budgets system, the details of the staffing requirements of most Departments is a matter for those Departments, within the budgetary allocation available in any year.

### **3. Progression to the higher scales**

3.1 All assignments to the higher scales, both initially and subsequently, will be made departmentally. There will be no interdepartmental element in making these assignments.

3.2 The arrangements for progression to the higher scales for Executive Officer and Higher Executive Officer will be as follows:

1. An officer will be eligible for progression to the higher scale for his/her grade if
  - (a) the Officer concerned has applied, in writing, for progression to the higher scale, in such form as the Head of the Department may specify, setting out the aspects of his/her performance which, in his/her opinion, warrant such progression (it is envisaged that the procedure for the making of such applications will be linked to the annual appraisal cycle where this exists);
  - (b) the Head of the Department is satisfied that the officer concerned (i) has performed the duties assigned to him/her in the grade in a satisfactory manner, (ii) has been satisfactory in general conduct and (iii) is suitable from the point of view of health with particular regard to sick leave (in this respect the provisions of Circulars 34/76 and 32/91 shall also apply in the case of progression to a higher scale);
  - (c) the performance of the officer concerned in the grade has been assessed over a period of two years and, in the most recent appraisals of that performance under the scheme of appraisal/performance review for grades represented by the

Public Service Executive Union, the officer concerned (i) has substantially achieved the objectives agreed in the course of those appraisals (insofar as it was in his/her power to do so) and (ii) has co-operated fully with the implementation of the agreed training/development plans.

2. It shall be for the Head of each Department to select the officers to be progressed to the higher scales from among the officers eligible provided that

(a) each Head of Department shall, following consultations with the local staff interests, indicate to the staff concerned the criteria which shall apply in making such selections, and

(b) the criteria employed for selection for progression to a higher scale shall relate solely to the duties of the grade in which the officer concerned is serving and selection for such purpose shall carry no implication that the officer selected is suitable for promotion to a higher grade or, if suitable, is the most suitable of the officers eligible for such promotion.

3. By way of exception to the above provisions

(a) the provisions at 1(a) and 1(c) above will not apply to the initial assignments to higher scales;

(b) the provision at 1(c) will not apply in Departments in which an agreed appraisal/performance scheme is not operating on the date on which the higher scales become operative or has not been operating for a sufficient period of time; in such Departments the following procedure will apply

- the scheme provided for in General Council Report 1232 will be introduced no later than six months after the date on which the higher scales become operative i.e. 1 October, 1995, (this will also apply in Departments in which another scheme is operating on that date),

- the application of the condition at 1(c) will be introduced as quickly as possible ensuring that it is fully applicable not later than two years after the higher scales become operative, i.e. 1 October, 1995, and, in the interim, no officer will be progressed to a higher scale unless s/he has served for at least two years in the grade concerned, and

- apart from the initial assignments to higher scales and any assignment to replace an initial

assignee prior to the introduction of the scheme, no officer will be progressed to the higher scale unless one appraisal has been completed under the scheme;

(c) 50% of the officers initially assigned to the higher scales (i.e. one-half of those assigned on 1 October, 1995 and of those assigned on 1 October 1996 c.f. paragraph 2.1 of Section 3 (Implementation) below) will be selected on the basis of seniority provided they meet the criteria at 1 (b) above; the balance of the officers initially assigned will be selected as provided for in paragraph 2 above.

3.3 The arrangements for progression to the higher scale for Administrative Officer will be as follows:

1. An Administrative Officer will be eligible for progression to the higher scale for his/her grade if

(a) the Officer concerned has applied, in writing, for progression to the higher scale, in such form as the Head of the Department may specify, setting out the aspects of his/her performance which, in his/her opinion, warrant such progression (it is envisaged that the procedure for the making of such applications will be linked to the annual appraisal cycle where this exists);

(b) the officer concerned has completed 3 years service as an Administrative Officer;

(c) the officer concerned has completed, or at least commenced, an assignment on the Administrative Officer Exchange Programme and has fulfilled any other requirements laid down from time to time for the training and development of Administrative Officers;

(d) the Head of the Department is satisfied that the officer concerned is suitable in all respects for promotion to Assistant Principal.

2. An Administrative Officer shall be progressed to the higher scale as soon after s/he becomes eligible for such progression provided that, as a result of such progression, the number of Administrative Officers in the civil service on the higher scale will not exceed 30% of the number serving in the grade. Where two or more officers are eligible and the progression of more than one of them would result in the number on the higher scale exceeding 30% of the number serving in the grade, the officer who has been eligible the longest will be progressed.

3. The provisions at 1(a) and 1 (c) will not apply to the initial assignments to the higher scale.

4. These arrangements will be monitored centrally by the two sides.

#### **4. Recruitment/Promotion**

4.1 This agreement does not alter the arrangements for open recruitment to, or promotion to or from, the grades covered by the agreement. Such appointments will be to the standard scale. (Atypical recruitment is dealt with in Section 2 below.)

4.2 Promotion within or from the revised structure will continue to be from grade to grade. Thus, for example, staff will be selected for promotion from Executive Officer to Higher Executive Officer from amongst all Executive Officers, who are otherwise qualified, whether on the higher scale or not and the fact that a person has or has not been assigned to the higher scale will not carry any implications in that context.

4.3 Similar arrangements will apply in the case of promotions to the Assistant Principal grade.

#### **5. Departmental Grades**

5.1 The arrangements set out in Paragraph 1 to 4 foregoing will, subject to the specific provisions indicated below, apply to the following Departmental grades represented by the PSEU

##### Assistant Officer of Customs and Excise

5.2 The following arrangements will apply to this grade:

(a) the pay link between the grade of Assistant Officer and the grade of Clerical Officer will be retained;

(b) as a result a 1% increase from 1 April, 1994 will apply to this grade on the basis set out in General Council Report 1280;

(c) taking account of all the circumstances of the grade, in the context of subsequent negotiations on general servicisation, the Official Side will be prepared to create, over and above any general increase in the number of Staff Officers included in the general servicisation package, an additional number of Staff Officer posts not less than 10% of serving Assistant Officers to be filled initially by Assistant Officers, without affecting their rights to be considered for promotion to other Staff Officer posts or any



other posts to which they could aspire in any event under the general servicing package. There would be a weighting for seniority in making the appointments to these additional posts.

#### Officer and Higher Officer of Customs and Excise

5.3 The standard and higher scales for these grades are attached. 25% of the grade of Officer of Customs and Excise will be on the higher scale for that grade. 30% of the grade of Higher Officer of Customs and Excise will be on the higher scale for that grade.

#### Trainee Auditor/Assistant Auditor

5.4 The scale for these grades is attached. Long service increments will not apply to the grades. The present arrangements for progression from Trainee Auditor to Auditor will continue to apply.

#### Auditor

5.5 The standard and higher scales will be the same as for the grade of Higher Executive Officer. 30% of the grade of Auditor will be on the higher scale for that grade. Persons appointed as Trainee Auditors prior to 1 June 1997 who progress to the grade of Auditor will be eligible, on a personal basis, for the second long service increment on the standard scale for Auditor.

#### Third Secretary

5.6 The standard and higher scales will be the same as for the grade of Administrative Officer. As regards progression to the higher scale the general provisions outlined in paragraph 3.3 in relation to Administrative Officers will apply to Third Secretaries. However, the requirement that an officer has completed, or at least commenced, an assignment on the Administrative Officer Exchange Programme (paragraph 3.3, 1(c)) is not relevant to the grade of Third Secretary. In the case of that grade the requirement will relate to the completion, or at least commencement, of service abroad. The

monitoring arrangement provided for at 4 of paragraph 3.3 of this Section in relation to Administrative Officers will in the case of Third Secretaries be operated at Departmental level.

#### Junior Clerk, Senior Clerk, Captain of the Guard, Houses of the Oireachtas

5.7 The standard and higher scales for Junior Clerk will be the same as those for the grade of Executive Officer. The standard and higher scales for Senior Clerk and Captain of the Guard will be the same as those for the grade of Higher Executive Officer. For purposes of the higher scale, i.e. paragraph 1.2 of this Section, Executive Officer and Junior Clerk will be treated as the

one grade and Higher Executive Officer, Senior Clerk and Captain of the Guard will also be treated as the one grade.

## **Section 2 - Flexible Working**

### **1. General**

1.1 The flexibility provisions in this Section are an integral part of the agreement.

1.2 Essentially, these provisions are designed to provide a framework to enable the civil service to adapt to changing employment patterns, to provide a more efficient and effective quality of service to the government and the community and maintain and improve standards while, at the same time, achieving these objectives in a context which preserves the basic ethos of public service which is central to the civil service. The PSEU have, in the past, adopted a positive attitude to the many changes which have been introduced over the years and the arrangements now agreed will continue this co-operation in the future while enabling issues to be dealt with within this framework at Departmental level where appropriate.

1.3 It is recognised by both sides that there have been dramatic changes in employment practice throughout the economy in recent times, the main thrust of which has been to facilitate the more flexible use of staff resources. Employment practice in the public service should reflect best practice elsewhere, and, accordingly, it is a fundamental objective of the restructuring exercise to ensure that arrangements are in place to allow for staffing needs to be met in the most appropriate manner and for the talents and abilities of all staff to be utilised to the full.

1.4 It is accepted that flexible working practices need not be incompatible with the maintenance of traditional standards of employment in the civil service in regard, for example, to the terms of appointment (i.e., full-time appointments of indefinite duration in the great majority of cases) or conditions of employment generally. However, if the system is not to come to be associated with inflexibility and inefficiency, sufficient scope must be available to management to respond appropriately to atypical requirements and to avail fully of the opportunities presented by technological developments and new forms of work organisation.

### **2. Atypical Employment**

2.1 The Staff Side undertake to co-operate fully with atypical employment where the need for such arises. The need for more flexible arrangements has been increasing in recent years due to a number of developments such as

decentralisation and the growing utilisation of flexible working facilities (i.e. career breaks and job-sharing).

It is not possible to provide an exhaustive definition of the situations in which the need for atypical employment or recruitment would arise but they would include the following:

- temporary staff absences;
- work peaks and valleys;
- temporary non availability of suitable staff
- urgent, temporary and finite tasks.

2.2 The types of atypical arrangements envisaged as necessary to respond appropriately to such situations would include:

- part-time appointments for indefinite periods
- temporary appointments, (for specified periods) whether on a full-time or part-time basis
- lateral mobility

2.3 It is accepted that it is in the interests of both staff and management that certain conditions apply to such arrangements:

(a) The relevant staff interests will be consulted in advance of the recruitment of part-time or temporary staff. Departments will make every effort to consult staff interests in good time. Any questions which arise between Departments and staff interests as to whether atypical recruitment practices are warranted in particular situations may, if they cannot be resolved at local level, be referred to a special subcommittee of the General Council which shall, at the request of either side, include the assistance of a Facilitator. However, the Departments concerned will not be prevented from proceeding with the proposed recruitment pending resolution of the issue provided the staff concerned are retained on contracts of not more than 12 months duration.

(b) Subject to (f) below, temporary and part-time staff will be recruited, where possible, from the normal open recruitment panels formed by the Civil Service Commission and otherwise will be governed by criteria determined centrally, following consultation with staff interests. Temporary needs at promotion levels will be met by "acting-up" arrangements wherever possible.

(c) In determining the terms and conditions of part-time and temporary staff, the pro rata principle will, in general, apply, as in the case of job-sharers. The terms and conditions of temporary staff will, in general, equate to those of equivalent permanent staff.

(d) It is envisaged that the hours which part-time staff would normally be expected to work would not be less than 8 hours per week.

(e) It is envisaged that the conditioned hours of staff recruited on an atypical basis would usually fall within the normal span of attendance. Where a need to perform work outside that span arises, the following will apply:

- where feasible, serving staff will, in the first instance, be offered adjusted hours of attendance to undertake the work;

- where it is necessary to recruit staff on an atypical basis, appropriate premium payments will be paid to staff conditioned to work at week-ends, public holidays or at night.

(f) Part-time posts will be offered, in the first instance, to serving staff. The circumstances in which such staff could return to full-time working shall be determined on a basis similar to that applying to Job-sharers.

(g) Part-time/temporary staff will be liable for the full duties of the grade to which they are recruited and will be treated as an integral part of the grade for all purposes.

2.4 It is recognised by both sides that the introduction of more flexible arrangements for meeting atypical employment needs could have spin-off benefits for serving staff in that it could alleviate some of the problems encountered in the operation of existing flexible working arrangements. For example, where work requirements make it feasible, the operation of the job-sharing scheme in individual situations could be expanded to cover half-time working. In such cases this would have the effect of removing the requirement in the current scheme that staff who, for domestic or other reasons, wish to work half-time must find a partner before they can be allowed to avail of the scheme. Individual working arrangements would, as at present, require management approval.

2.5 There have been situations in the past and there are situations at present where, in the interests of efficiency and quality in the provision of services, such services have been sourced outside the civil service. The Union has co-operated with such practices in the past and will continue to do so in the future where similar considerations apply.

2.6 The operation of the above provisions in regard to atypical employment

will be subject to review by the General Council at the request of either side and the Official Side will meet any reasonable request for statistics to facilitate such a review.

### **3. Attendance Patterns**

3.1 It is accepted that the working week for most civil servants will remain Monday to Friday based on traditional attendance which, with certain exceptions, has followed the "9 to 5" pattern. However, changing work requirements, including the need to provide better services to the public, suggest the desirability of greater flexibility in traditional attendance patterns and work practices. Staff themselves may also see benefits in a system which would allow them to fulfil their work obligations in a more flexible way.

3.2 There can, in certain circumstances, be a need to provide for (a) lunch time opening in public offices which are closed at present in that period and (b) starting or finishing work outside the period covered by flexi-time arrangements. This is also the case in respect of opening public offices on Privilege Days. It is recognised that unions have co-operated with such arrangements in some situations. Where further situations of this kind are identified staff will co-operate in effecting any necessary changes. There would be discussions with staff interests about the manner in which such changes would be implemented. Such discussions would address practical issues such as the possibility of meeting the need on a voluntary basis, the size of the staffing complement available in the Office concerned, the necessity for staff to take lunch, and leave and training requirements and the adaptation of attendance arrangements for the staff involved. In the case of such adaptations, starting or finishing time would not extend unreasonably beyond the normal span of attendance.

3.3 Other changes in attendance patterns which in many instances could serve the interests of both staff and management could be contemplated, such as

- working the normal weekly hours within a lesser number of days including week-end attendance where the work can best be carried out in that period
- in exceptional situations where there are varying staff requirements throughout the year because of seasonal peaks and valleys, working additional hours in busy periods on the basis that compensation will take the form of time-off in the valley periods when a full staff complement is not required.

Changes of this kind can be implemented if agreed at Departmental level. The particular requirements of individual Departments may mean that there will be a need for changes other than those mentioned.

#### **4. Organisation and Work practices**

4.1 Organisation of work normally takes the form of assigning specified duties to individuals within a line reporting relationship. There can be needs for a more flexible approach. In addition to the general flexibility provided for, situations will arise where work requirements can be met more effectively by assigning particular work to a group comprising persons from different categories, streams or grades and representing different functions and disciplines, which will operate as a team. It is accepted by both sides that the activities of such a group could, depending on the nature of the tasks involved, be directed and co-ordinated by any member of the group who will not necessarily be at a higher level than the other members.

4.2 It is recognised by both sides that in order to perform their functions with maximum efficiency and effectiveness, Departments may have to initiate organisational changes. Both sides will adopt a co-operative approach to such change. Where legitimate staff interests are involved unions will be given the opportunity to express their views before any change of major significance is implemented.

4.3 There will be full co-operation in terms of work and reporting relationships between the grades covered by this agreement. It is recognised that co-operation in terms of work and reporting relationships between grades and staffing streams can, where the demands of the work require it, be of benefit in ensuring that work is discharged more effectively and efficiently. Such co-operation has been forthcoming in certain cases in the past and will continue. In view of changing circumstances, in particular developments associated with the Strategic Management Initiative, further needs in this respect are likely to arise in the future. In the context of what follows, staff will co-operate with any changes proposed to meet such needs. It is recognised that such developments could have implications for staff. Where Management propose such changes which staff interests maintain would have a significant impact on the career opportunities of staff, Departments will discuss the matter with the Union locally. If the matter cannot be resolved at that level, a Facilitator would be involved at the request of either side with a view to assessing the concerns of staff and in the light of that assessment arriving at a means by which any valid concerns should be addressed.

## **5. Technology**

5.1 It is recognised by both sides that the application of technology, and associated practices and processes, to civil service work has had, and will continue to have, a beneficial effect on the capacity of the civil service to deliver and manage services to the community more effectively and efficiently and, at the same time, provide opportunities for staff to have more satisfying jobs. In this context it is agreed that, as part of this agreement, both sides will co-operate in the introduction of new (or improved) technology/processes and that the union side will not seek additional benefits, over and above those contained in this agreement, in return for this co-operation. There will be discussions with unions on the introduction of major technological change as envisaged in General Council Report 919.

5.2 It is recognised by both sides that the optimum use of new technology may require changes in traditional areas of demarcation. It is also recognised that work involving the application of technology, or any stage of it will, particularly with the development of the technology, become increasingly open to all groups. Likewise it is recognised that situations may arise where the optimum use of technology could involve direct inputting/access to I.T. systems in Government Departments by groups, or staff of bodies, outside the civil service or other groups within the civil service.

## **6. New Schemes and Initiatives**

6.1 It is recognised by both sides that a constant feature of life in the civil service is the introduction of new schemes, the adaptation of existing schemes and other initiatives which may involve new work practices. These can arise from a variety of sources of which the most significant include legislative change, decisions taken at EU level, specific Government decisions etc.

6.2 It is agreed that, as heretofore, both sides will co-operate with such changes and that the union side will not demand additional benefits, over and above those contained in this agreement, in return for this co-operation. In accordance with good industrial relations practice, the Official and Union Sides will, where necessary and feasible, at departmental level, hold advance discussions on the introduction of changes and their implications for staff.

## **7. Deployment and Assignment of Staff**

7.1 It is recognised that circumstances can arise where staff in particular parts of the civil service become surplus to requirements and also that

circumstances can arise where it is necessary to transfer staff from one Department/Office to another to meet urgent or altered requirements.

7.2 Given the desirability of ensuring continuity of employment - to which both sides are committed - it is agreed that staff which are surplus to requirements in one Department/Office should be transferred to fill other positions in the same grade or other grades represented by the Union in other Departments/Offices. In such cases, there shall be discussions between the two sides on the specific way in which this will be effected. It is recognised that situations may arise e.g. due to the numbers involved, budgetary limitations, the requirements of the service or altered work patterns which can only be resolved by redeployment on a wider front. These situations will require discussions with civil service unions collectively. The Union undertakes to participate in these discussions and to support, as far as practicable, management initiatives to ensure continuity of employment in as equitable a manner as possible.

7.3 Should situations arise where the temporary re-assignment of staff from one Department/Office to another in the same geographical area becomes necessary, both sides agree to co-operate in ensuring that such re-assignments are effected within a time scale determined by work requirements (e.g. urgency). The specific way in which this will be effected shall be discussed between the two sides.

7.4 It is recognised that circumstances can arise from time to time where a Department has a skills gap (e.g. an urgent need for IT expertise which it does not have available on its own staff). It is agreed that where this is the case management will, save in exceptional individual cases, discuss the matter with the staff interests concerned.

## **8. Maintaining Standards of Performance**

8.1 It is recognised by both sides that civil servants should perform to the highest standard and that the vast majority of staff, conscious of the nature of public service, do in fact perform well and display the professionalism which is expected of civil servants in their work. It is recognised, however, that there is a need to have available to management adequate means to deal effectively with the small minority of staff who are unable or unwilling to perform the duties for which they are employed to an acceptable standard. Particular importance attaches to ensuring that the probationary system is effective and there will be full co-operation in the introduction and operation of measures to effect improvements in this regard, including the use of initial fixed term-contracts for recruits on probation prior to appointment in an established capacity. Both Sides are committed to ensuring that there are adequate and fair procedures in place for all staff and that sufficient



measures are available to deal effectively with under-performance where it arises.

8.2 In this context, it is agreed that discussions will take place which will have, as their objective, the development of more effective systems, including the development of management and supervisory skills and commitment, to identify performance deficiencies, and the reasons for same, to identify appropriate measures to remedy deficiencies, and to enable appropriate action to be taken where deficiencies persist. Both sides undertake to co-operate in the development and operation of such systems.

### **Section 3 - Implementation**

#### **1. Standard Scales**

1.1 The new standard scales will be implemented on the following basis -

(a) 7/12 of the increase involved over the existing rate from 1 October, 1994;

(b) 3/12 of that increase, from 1 June, 1996;

(c) the balance from 1 June, 1997.

1.2 Officers serving in the relevant grades on 1 October 1994 will be assimilated to the standard scale effective from that date on the basis of corresponding points. The same arrangement will apply on 1 June 1996 and 1 June 1997 in respect of officers on standard scales on those dates.

1.3 Personal assimilation arrangements will be made for officers due to be placed on the first three points of the standard scale for Executive Officer and the first two points of the standard scale for Administrative Officer. Officers recruited from competitions advertised on the basis of the existing scale, and who are placed on any of those points, will be similarly treated.

1.4 The first long-service increment on the standard scales will be part of the scale structure for the future.

1.5 Serving officers will be entitled on a personal basis to a second long service increment as shown in the Appendix after 6 years service on the maximum of the standard scale. Serving officers for this purpose will include those promoted to the relevant grades before 1 June 1997. Separate arrangements to apply in the case of the grade of Auditor, Office of the Comptroller and Auditor General, are set out in paragraph 5.5 of Section 1.

#### **2. Higher Scales**

2.1 Assignments to the higher scales will be phased as follows:

(a) 50% of the assignments, from 1 October, 1995;

(b) 50% of the assignments, from 1 October, 1996.

2.2 Officers assigned to a higher scale will move across to that scale at their existing pay on the standard scale and move along the higher scale by annual increments in the normal way. An Officer who is on a point below the ordinary maximum of the standard scale, i.e. excluding any long service increments, at the time of his/her assignment to the higher scale, will on the first anniversary of their assignment to the higher scale, be awarded an increment on the higher scale. This increment will be additional to the normal increment and will not affect the normal incremental progression of such staff. The incremental date of an officer assigned to a higher scale will remain the same as it was on the standard scale. The grant of increments to any staff on the higher scale will be subject to the usual rules as regards the grant of increments.

(This arrangement will not apply to any person assigned to a higher scale whose pay on the first anniversary of his/her assignment would, in any event, be the value of at least one increment higher than it would have been had s/he remained on the standard scale.)

2.3 Where, in determining the number of officers to be assigned to higher scales, the figure derived from application of the proportions referred to in Paragraphs 1 and 5 of Section 1 (25% or 30% as appropriate) does not yield a whole number, the figure in question will be rounded up the next highest whole number.

### **3. Application of General Round increases**

3.1 The new salary scales, standard and higher, include the general round increase paid with effect from 1 June 1994 under Clause 2 of the PCW Pay Agreement and will attract subsequent general round increases due under that Agreement.

## **Section 4 - Miscellaneous Provisions**

### **1. Possible future developments**

1.1 The new structures provided for in this agreement will be open to the

possible integration of the grades covered with the grades above or below them in the structure, should that emerge from other initiatives. The PSEU will co-operate in any such integration, subject to implementation issues, for example, those relating to career opportunities, being negotiated. In any such negotiations, it is not envisaged that benefits additional to those provided for in this agreement would accrue to staff who do not assume liability for higher duties as a result of the integration.

## **2. Allowances**

2.1 Allowances in the nature of pay which are based wholly or partly on "unsocial hours" (viz. Allowances for Private Secretaries to Ministers and Heads of Departments and equivalents, Allowances for Assistant Officers, Officers and Higher Officers of Customs and Excise in the Investigation Branch of the Customs and Excise, Allowances for Staff in the Social Welfare Special Investigation Unit and the Joint Investigation Unit, Allowances for Industrial Relations Officers and Equality Officer in the LRC, Special Courts Allowance -Provincial District Court, Allowance for Duty Officer, Department of Foreign Affairs, Computer on-call allowance, Temporary Allowances for Employment Exchange Managers) will continue in the new structure. In the event that a person drawing one of these allowances is assigned to a higher scale, s/he will retain the allowance in addition to any benefit which accrues from the assignment to the higher scale.

2.2 The "overtime" element in the allowances referred to in paragraph 2.1 above will be increased, in accordance with existing practice in such cases, by 2.6% (the amount of the actual increase in each case will vary according to the extent of the "overtime" element in each allowance). The increases will be applied in line with the [phasing] arrangements for the introduction of the new standard scales.

2.3 Allowances related to grading will continue in the new structure. In the event that a person drawing one of these allowances is assigned to a higher scale, s/he will retain the allowance in addition to any benefit which accrues from the assignment to the higher scale.

## **3. IT gratuity**

3.1 The following arrangements will apply in relation to the IT gratuity system dealt with in General Council Report No. 1175:

(a) All staff drawing the gratuity or in the "waiting period" for the gratuity will, exceptionally, be assigned to the higher scales on the date on which the

gratuity falls due for payment. The gratuity will be paid in the normal way and, immediately thereafter, the staff concerned will be placed on the higher scale on the basis of the higher scale plus gratuity. Entitlement to the gratuity in the case of those staff will then cease. The pay treatment of any staff affected by this arrangement will be not less favourable than it would have been had they continued on the standard scale plus the gratuity. The provisions of paragraph 2.2 of Section 3, relating to an additional increment on the higher scale, will not apply. These arrangements will apply only to staff covered by General Council Report No. 1175 who are serving on 1 October, 1995.

(b) The number of staff coming within the scope of (a) will be discounted from the number of staff in each Department concerned for purposes of determining the number in each grade who may be assigned to the higher scales under paragraph 1 of Section 1.

(c) As staff who have been assigned to the higher scales under (a) leave the grades involved, the additional number of higher scales applying in each Department concerned as a result of (a), over and above the number which should apply from the application of the appropriate proportion for the grade concerned (i.e 25% in the case of Executive Officers and 30% in the case of Higher Executive Officers), will be reduced until one-half only of that additional number remains (numbers would be rounded down to the nearest whole number).

(d) This remaining element of the additional number of higher scales will be maintained in the Department subsequently in addition to the appropriate proportion for the grade concerned.

(e) During the period mentioned in (c) above, as vacancies arise in other higher scales in the Department, they will be filled in the normal way - subject to the total number of higher scales in the Department as a whole not exceeding the appropriate proportion for the grade involved plus the then number of additional higher scales in existence as a result of the above arrangements.

(f) As and from 1 October 1995 no further staff will be entitled to the gratuity.

(g) The arrangements, in relation to co-operation and flexibility, set out in General Council Report 1175, will continue to apply.

(h) Staff on the higher and standard scales will be fully mobile as between different types of work in their grade in the Department, both as regards IT work and non-IT work.

#### **4. Superannuation issues**

4.1 Serving staff assimilated to the new standard scales, including the two long-service increments, and who retire while on those scales, will be pensionable on the basis of those scales.

4.2 Serving staff assimilated to the new higher scales, and who retire while on those scales, will be pensionable on the basis of those scales.

4.3 Staff who retire after 1 October 1994 but before 1 June 1996 or before 1 June 1997 will have their pensions revised, in the normal way, by reference to the rates of pay applicable to serving staff on 1 June 1996 and on 1 June 1997, as appropriate.

4.4 The lump sums of staff who retire between 1 October 1994 and 31 May 1996 (both dates inclusive) will be calculated by reference to the first phase of the Agreement. The lump sums of staff who retire between 1 June 1996 and 31 May 1997 (both dates inclusive) will be calculated by reference to the second phase of the Agreement. The lump sums of staff who retire on and after 1 June 1997 will be calculated by reference to the final phase of the Agreement. (Death gratuities and marriage gratuities will be treated similarly).

#### **5. Implementation issues**

5.1 In the event that any doubt or difficulty arises in relation to the implementation of this agreement, the parties are agreed that such issues should be discussed at Departmental level between the Union and Departmental management with a view to resolution.

5.2 In the event that agreement cannot be reached in such discussions, it will be open to either side at Departmental level to refer the issue to a special sub-committee of the General Council representative of both sides.

5.3 This sub-committee will consider only significant issues and will not consider issues where the agreement makes it clear that the issues are to be dealt with at Departmental level. The sub-committee will also consider any issues of general application which may arise.

This report was adopted on 26 July 1995