

Civil Service Conciliation and Arbitration Scheme

General Council Report 1306

(Meeting/s of 27 November 1996)

Agreement in relation to the grades of Engineer Grades I, II and III and other grades represented by IMPACT whose pay is the same as that of the Engineer grades.

1 Claims in relation to the pay of Engineer and related grades in the civil service were presented to General Council. These fell to be considered in the context of Clause 3 of the PESP pay agreement. Subsequently, discussions took place 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 PESP 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 discussion between the sides agreement was reached on the proposals set out in Appendix 1 to this report. The Union confirmed their acceptance of the provisions set out in the document at Appendix 2 which had been negotiated with IMPACT in regard to flexibilities and changes in work practices.

4 Both sides noted that, as provided for in the PCW pay agreement, no cost increasing claims on behalf of the grades concerned for improvements in pay or conditions may be made or processed during the currency of the agreement.

5 At a meeting on 27 November 1996 the Council agreed to recommend for acceptance the overall package contained in Appendices 1 and 2.

6 This report accordingly records such agreement.

7 This report was adopted on 27 November 1996.

Appendix 1

Agreement under the provisions of Clause 2 (iii) A of the Programme for Competitiveness and Work as applied to the Public Service in relation to Engineer Grades I, II, and III and other grades represented by IMPACT

whose pay is the same as that of the Engineer grades (and who are covered in references to the Engineer grades below).

1 Engineer, Grade I

1.1 The revised pay scale shown in Appendix A will apply to the grades.

1.2 A long service increment of £1,250 p.a. will be payable after three years satisfactory service on the maximum of the scale. A further long service increment of £1,250 p.a. will be payable after a total of six years satisfactory service at the maximum of the scale.

2 Engineer Grade II

2.1 The revised pay scale shown in Appendix B will apply to the grades.

2.2 A long service increment of £1,000 p.a. will be payable after three years satisfactory service on the maximum of the scale. A further long service increment of £1,000 p.a. will be payable after a total of six years satisfactory service at the maximum of the scale.

3 Engineer Grade III

3.1 The revised pay scale shown in Appendix C will apply to the grades.

3.2 A long service increment of £900 p.a. will be payable after three years satisfactory service on the maximum of the scale. A further long service increment of £900 p.a. will be payable after a total of six years satisfactory service at the maximum of the scale.

4 Phasing of the revised scales and long service increments

4.1 The revised scales including the long service increments will be introduced in phases as follows:

. 60% of any increase involved (arising from a scale adjustment or the application of one or two long service increments, as appropriate) with effect from 1 June 1994

. the balance of the amount payable with effect from
1 June 1997

5 Assimilation

5.1 Assimilation to the revised scales will be on the basis of corresponding points.

5.2 Except where paragraph 5.3 applies, assimilation to the long service incremental points will be on the following basis:

(a) Serving members of the grades of Engineer, Grades I, II and III who were on the maxima of the scales on 1 June 1994 or who reach the maxima of the scales before 1 June 1997 will, subject to the phasing arrangements set out in paragraph 4.1, be eligible for the first long service increment without the requirement that three years be served on the maximum.

(b) In cases covered by (a) payment of the first phase of the long service increment will be made as follows:

. with effect from 1 June 1994 in the case of staff who were on the maxima of the scales at that date.

. with effect from the date the relevant maximum was reached in the case of staff who reach the maxima of scales before 1 June 1997.

(c) In all cases referred to at (a) payment of the second phase of the long service increment will be made with effect from 1 June 1997

5.3 Subject to the phasing arrangements set out in paragraph 4.1, staff with six years satisfactory service on the maximum of the relevant scale or who subsequently attain such service will be eligible for the second long service increment with effect from 1 June 1994 or such subsequent date as six years satisfactory service on the relevant maximum has been completed.

5.4 Staff who receive the first long service increment under the arrangements set out at paragraph 5.2 (a) and who retire having served at least three years following the date of receipt of that increment will receive the second long service increment immediately prior to retirement without the requirement that six years be served on the maximum.

6 Flexibility

6.1 A central agreement has been reached between the official side and IMPACT on measures dealing with flexibility of working and change to apply in the case of IMPACT grades generally. It may also be necessary to have discussions at Departmental level in order to clarify how particular provisions in this agreement would apply in individual areas.

6.2 The following provisions will apply in the case of the grades to whom this agreement applies.

Efficiency and Effectiveness

It is accepted by both sides that Departmental management should have flexibility, within the resources available for purposes of Clause 2(iii), to address needs which they identify in relation to the enhancement of the efficiency and effectiveness of their Departments. The measures used within this flexibility could, for instance, involve variations in grading (for individuals or posts) or the payment of allowances.

In the context of the ongoing measures for the improvement of the efficiency and effectiveness in the operation of Departments including measures to motivate staff and to reward exceptional performance, the union, as part of the PCW agreement, confirm their agreement in principle to the introduction of a performance related pay dimension to remuneration and give a commitment to co-operate constructively in discussion and development of proposals which might be put forward on this issue.

Cross Stream Access to Promotion Posts

It is accepted by both sides that, in any effective system of performance management, management should have the greatest possible flexibility in deploying staff resources. The union is prepared to discuss the question of open access to promotion posts in the administrative and professional/ technical streams for officers in both these streams. In this context open access to promotion posts as between different professional streams, where feasible, would also be appropriate for discussion. The union will be prepared jointly with AHCS and VOA, to enter into discussions with the official side with a view to reaching agreement on a scheme of promotion which would incorporate the principle of cross stream mobility outlined above. The agreed aim of the discussions will be to have such a scheme ready to come into operation by the second half of 1997.

The scheme would be supported by agreed arrangements for temporary exchanges of staff between grades/streams.

The official side readily acknowledges that co-operation and flexibility have always been forthcoming from members of the grades covered by this agreement in relation to change and development in the civil service. It is expected that this position will generally continue to obtain. In that context, the union and its members will co-operate, where necessary, with the implementation of agreements entered into with other groups e.g. PSEU, CPSU and various technical grades, under Clause 2 (iii) of the PCW pay agreement.

7. Superannuation issues

7.1 Staff assimilated to the new scales, including the two long-service increments,

and who retire while on those scales, will be pensionable on the basis of those scales.

7.2 Staff who retire after 1 June 1994 but 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 1997.

7.3 The lump sums of staff who retire between 1 June 1994 and 31 May 1997 (both dates inclusive) will be calculated by reference to the first phase (i.e. 60% of the increase involved) of the revised scales, as indicated in paragraph 4.1. The lump sums of staff who retire on and after 1 June 1997 will be calculated by reference to the fully revised scales. (Death gratuities and marriage gratuities will be treated similarly).

Programme for Competitiveness and Work Appendix 2 **Negotiations under Clause 2(iii) of Annex I in the Civil Service.**

1. GENERAL

1.1. Annex I to the Programme for competitiveness and Work deals with the application to the public service of the pay provisions of the PCW. Clause 2(iii) - both options A and B - deal with grade claims. Negotiations under both options require that regard be had to the need for flexibility and change and the contribution made by employees to such change.

1.2. Negotiations have taken place between the Department of Finance and the Civil Service Division of IMPACT on those matters relating to flexibility and change which are of general application to IMPACT members across the civil service and are not peculiar to any one Department or work area. Agreement has been reached on the matters set out below and these will, in addition to any flexibility/change matters of application to particular groups, form part of any agreements negotiated between the Department and IMPACT under Clause 2(iii) in respect of the civil service.

2. ATYPICAL EMPLOYMENT GENERALLY

2.1. It is agreed by both sides that atypical employment and atypical working patterns can, if properly developed and with the proper protections, contribute to the development of the economy, to the employment situation generally and to the improvement in efficiency and service to the public in the Civil Service. Such atypical arrangements also have a role in the development of equal opportunities and in particular in allowing for the reintegration of women into the workforce, after time spent on family responsibilities, in assisting in the combination of work and family life as well as in facilitating a more orderly transition from working life to retirement.

2.2. Career breaks, job-sharing, flexible working hours, are all forms of atypical

employment already in existence in the civil service. In addition, in many grades represented by IMPACT in the civil service there has been a tradition of recruiting professional, technical or specialist staff on temporary or short, fixed term or specified purpose contracts to carry out work where it was not feasible because, for instance, of the expected limited duration of the work or vacancy, to employ permanent staff.

2.3. The Union has co-operated with such arrangements in the past and will continue to do so in the future where similar considerations apply and subject to the arrangements as set out below.

2.4. The Union will be consulted in advance of the recruitment of staff on an atypical basis and every effort will be made to ensure that this will happen in sufficient time in advance of such recruitment to enable the Union's views to be considered prior to such staff being offered appointments. Any question as to whether atypical recruitment or attendance patterns are warranted in particular situations will be discussed at local level with the Union. In the event that agreement is not reached at local level the matters in dispute shall, at the request of either side, be referred to a special Sub-Committee of the General Council or Departmental Council as appropriate. As is provided for in paragraph 52 of the Civil Service Conciliation and Arbitration scheme, discussions can, at the request of either side, be continued under a Facilitator. This, however, shall not prevent the Department concerned from proceeding with the proposed recruitment of temporary or contract staff (part-time or full-time) pending the resolution of the issue, provided the staff concerned are recruited on contracts of not more than 12 months duration.

3. PART-TIME WORK

3.1. It is agreed by both sides that part time working can offer genuine opportunities to workers provided access to such work is on a voluntary basis and that the pay and conditions are, in general, no less favourable, on a pro rata basis, to those of full time equivalent staff.

In particular it is agreed that

3.2. In general, part-time working will be for a minimum of 15 hours per week. However, circumstances may arise where, exceptionally, it may be necessary to engage part-timers for as little as 8 hours per week; in such cases, the Union will be consulted in advance.

3.3. Part-time posts will be offered in the first instance to serving staff with the same right to return to full-time work as job-sharers.

3.4. Discussions will take place in advance with the Union on a local basis, in

relation to proposals to implement or increase part-time working and will include discussions on the projected numbers of part-time staff, minimum/maximum working hours and attendance arrangements.

3.5. Part-time staff will be recruited on the following basis:

(i) where the intended duration of the engagement is for less than one year, through local recruitment procedures. Such recruitment will be governed by criteria determined centrally following consultation with the Union.

(ii) where the intended duration of the engagement is for longer than one year, through an open Civil Service Commission competition. In general, part-time staff engaged in this way will have the same qualifications as for equivalent full time staff and will be recruited to existing grades and with the same employment status as for equivalent full-time staff - otherwise consultations will take place with the Union at a local level in advance. Pay and conditions (including incremental credit, sick leave, payment for overtime) will be not less than pro rata those of the equivalent full time staff.

3.6. Part-time staff will have access to the appropriate civil service pension scheme subject to an agreed minimum number of hours (15 per week at present) and full co-ordination with Social Welfare pensions. The Pensions Commission will report on the question of co-ordination generally as part of its examination of the pension arrangements of public servants.

3.7. Established part-time staff shall have the right to apply, subject to an appropriate vacancy, for full-time working. However, staff who have been appointed to part-time positions ahead of others, who are more highly placed on the same panel but who declined an offer of part-time appointment, shall not be offered full-time positions until such time as their place on the panel has been reached.

3.8. Established part-time staff shall, if they wish to opt for full-time employment, have the same access rights to promotion opportunities as full-time staff.

4. TEMPORARY AND CONTRACT STAFF

4.1. It is agreed by both sides that there may be circumstances in which the employment of temporary or contract staff is required. Examples of such circumstances are

- (i) where there is a temporary increase in work activity.
- (ii) where there is a new activity of short-term duration e.g. a pilot scheme of limited duration.
- (iii) where there are temporary, long-term, staff absences;

4.2. It is agreed by both sides that discussions will take place on a local basis with the Union to discuss (a) the circumstances, other than the above, where temporary or contract working is required, (b) the numbers of temporary or contract staff which it is proposed to recruit and (c) the maximum duration of such employment.

4.3. It is recognised by both sides that alternative grading and recruitment procedures may be necessary in the case of certain temporary staff engagements (generally, those of less than one year's duration). In such instances, advance discussions will take place with local Union interests and recruitment will be governed by criteria determined centrally following consultation with the Union. Otherwise, temporary or contract staff will, generally, be recruited to existing grades with the same qualifications and the same employment status, as permanent staff and will, to the maximum extent possible, be recruited via the same recruitment procedures as permanent staff.

4.4. Temporary or Contract Staff employed for periods of in excess of one year will, in general, have the same pay rates and conditions as the equivalent permanent staff, incremental credit as provided in as agreed in General Council Report 1301 and sick leave arrangements in accordance with the terms of General Council Report No. 1289.

4.5. Generally, contract staff may be included in the superannuation scheme except where contracts are specifically not renewable or the contract is for service. The general principle governing entry to the superannuation scheme will be that contract staff will join the same scheme as the equivalent permanent staff recruited at the same time (contributory or non contributory) and staff on full PRSI will have their benefits co-ordinated. The appropriate superannuation contributions, where relevant, will be deducted from temporary or contract staff who will, subject to reaching the minimum service requirement, be entitled to a preserved pension or to a transfer of their entitlements to a new employer. Where the member of staff does not, after one or more periods of employment, achieve the minimum service to qualify for a preserved pension and cannot transfer the service, the contributions may be refunded together with the short service gratuity, where appropriate.

4.6. In the case of temporary or contract staff who have been recruited on an established basis and subject to an appropriate vacancy existing, management may, without a further selection procedure, offer such staff employment of indefinite duration and subsequently access to the normal promotion opportunities for the

grade.

4.7. Management will meet temporary staffing needs in promotion grades by acting up appointments where feasible. Consequential fillable vacancies in the recruitment grades would be filled by temporary or contract staff. However, where this is not possible, due to skills shortage or geographical location, temporary staff may be engaged.

4.8. Both sides recognise that circumstances will arise where, for a variety of reasons, projects may take longer to complete than was originally envisaged and that flexibility will be required in such circumstances. Management will not offer temporary contracts to staff - the duration of which contracts they believe to be shorter than the projected duration of the project on which they are engaged - with the intention of automatically renewing those contracts on expiry. Management will retain the right to terminate the employment of any contract employee before the expiry of his/her contract where the employee's performance so warrants.

5. ATTENDANCE PATTERNS

5.1. It is agreed by both sides that the existing civil service attendance patterns will continue to be the norm for the majority of staff. Both sides agree, however, that the provision of high quality service to the public may, occasionally, require that more flexible working hours and patterns be adopted. Such arrangements would also facilitate those staff who would prefer more flexible attendance arrangements.

5.2. Examples of such patterns would include:

(i) Working greater/lesser hours than the standard hours during the day with time off in lieu where greater.

(ii) Working the standing weekly hours over say 4 days or occasionally over weekdays and weekends.

(iii) Working additional hours in seasonal peak periods with time off in lieu during valley periods.

Both sides are committed on a voluntary basis to facilitating these types of arrangements and other similar agreed arrangements which might assist in reconciling professional and family life.

6. CO-OPERATION WITH CHANGE

6.1. It is recognised by both sides that ongoing and fundamental change will continue to be a normal part of every-day life in the civil service into the future and

that changes will be introduced in a spirit of co-operation.

6.2. Such change may arise from technological developments, specific Departmental or Government decisions, decisions taken at European Union level, the Strategic Management Initiative, public demand in relation to particular services and otherwise.

6.3. The implementation of change will call for commitment from both sides to:

- the development of managerial skills and awareness;
- co-operation in the introduction of new schemes, adaptation of existing schemes and other initiatives which may involve changes in work practices:
- co-operation in the introduction of new technology and the improvement and development of existing technology;
- the development of flexible working and reporting relationships - for example, in project teams comprising professional/technical staff and their general service colleagues which, depending on the nature of the tasks involved, could be directed and co-ordinated by any member of the group who will not necessarily be a more senior grade level than the others involved;
- discontinue outdated demarcations;
- place greater emphasis and resources on training and reskilling for staff at all levels;
- changes in promotion procedures for management grades;
- commitment to identify performance deficiencies, to develop appropriate remedies and to take appropriate action where deficiencies persist.
- the introduction of revised probation arrangements, including the use of contracts, for all new recruits.

6.4. Both sides agree to co-operate actively in advance with the implementation of any necessary change measures as above and to other measures to ensure that manpower and personnel deployment practices facilitate the delivery of the best, cost effective services to the public. Such measures would include ensuring that posts of responsibility are filled by the promotion of the most suitable candidates and that duplication of work and structures is avoided.

6.5. It is agreed by both sides that the Union will be consulted in sufficient time in advance of any significant proposed changes to enable its views to be considered prior to the implementation of such change.

6.6. Where such changes have implications for career opportunities or other conditions of staff, they may be raised at the Conciliation, Facilitation or Adjudication stages - as appropriate - of the Civil Service Conciliation and Arbitration Scheme and will be dealt with in accordance with the provisions of that Scheme, and of any prevailing Union/Management agreements on pay, conditions or related matters.

6.7. Where a staff surplus to requirement situation arises for any reason there will be Management/Union discussions involving IMPACT and other Unions, as appropriate, with a view to reaching agreement on maximising redeployment for such staff to other public service work areas, departments/offices or grades so as to ensure their continuity of employment. This could involve the deployment of IMPACT grades elsewhere or the acceptance of staff represented by other unions into areas with IMPACT staff.

6.8. There have been, and will continue to be, circumstances where in the interests of efficiency and quality of service, certain services have been sourced outside of the civil service. The Union has co-operated with such practices in the past and will do so in the future where similar considerations apply.



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This report was adopted on 27 November 1996