EUROPEAN COMMITTEE OF SOCIAL RIGHTS
COMITÉ EUROPÉEN DES DROITS SOCIAUX

25 January 2016

Case Document No. 5

European Organisation of Military Associations (EUROMIL) v. Ireland
Complaint No. 112/2014

RESPONSE OF THE ORGANISATION TO THE GOVERNMENT'S SUBMISSIONS ON THE MERITS

Registered at the Secretariat on 16 December 2015

EUROMIL aisbl
(European Organisation of Military Associations)
Rue John Waterloo Wilson 78
B-1000 Brussels
Tel: +32.2.626.06.80
E-mail: euromil@euromil.org
N° Ent.: 0538.809.759

Brussels, 16 December 2015

Response to the submission of the Irish Government on the merits of the complaint of EUROMIL v. Ireland, N° 112/2014

Introduction

EUROMIL wishes to make the following observations on the submission made by the Irish Government on the 30th of September 2015.

1. Having given considerable consideration to the position espoused within the submission made by the Government of Ireland, EUROMIL refutes any assertion that the original complaint contains inaccuracies. EUROMIL has always held itself up to the highest standard of probity and considers any assertion made to the contrary unbecoming and unnecessary.

1.1 In considering how to respond to the contents of the objection made by the Irish Government, EUROMIL believes that it would be useful in the first instance to articulate the position, which it is understood ICTU (Congress), the national umbrella organization, will take in the event that the Committee makes a recommendation which is favorable towards EUROMIL.

1.2 EUROMIL notes that as far back as 1992, the then General Secretary of Congress, Peter Cassells, made a pronouncement that PDFORRA, the Association representing Enlisted Soldiers, Sailors and Aircrew within the Irish Defence Forces, could be affiliated to Congress with whatever caveats the then Government deemed necessary. EUROMIL understands that this remains the position of Congress. EUROMIL understand that Patricia King, the current General Secretary of Congress made a submission on behalf of PDFORRA to the ETUC in support of PDFORRAs current complaint. In September 2015, the General Secretary of Congress proposed a motion calling on Congress to support PDFORRAs application; the Executive Council of Congress unanimously passed this motion. Congress contains over 55 affiliated unions with a total membership of 832,000[1]. It has members from many disparate groups who all recognize the value of membership of Congress as a platform to have their voices heard.

1.3 EUROMIL believes it of central importance to clarify that Congress provides a platform for affiliates to articulate their concerns. Any submission made by PDFORRA to Congress

[1] Figures obtained from website 11th November 2015.

EUROMIL aisbl
(European Organisation of Military Associations)
Rue John Waterloo Wilson 78
B-1000 Brussels
Tel: +32.2.626.06.80
E-mail: euromil@euromil.org
N° Ent.: 0538.809.759

would be subjected to the scrutiny of all other affiliate members prior to be negotiated centrally. Any particular issue which the Government reasonably believed impacted on State Security, Public Morals etc could be rejected on that basis. The Government could point to Article 6(d) of the Constitution of Congress and assert that it was acting *ultra vires*.

1.4 Arising from the complaint made by EUROCOP against Ireland[2], and the Recommendation made by the Social Committee, PDFORRA is one of only two groups that effectively have no entitlement to affiliate to Congress. The other being RACO, the Association representing Commissioned Officers within the Irish Defence Forces.

1.5 On the basis of the foregoing, EUROMIL views the circumscription of PDFORRA from affiliating with Congress as a disproportionate and unnecessary and believes that while prescription is permissible under Article 5 of the Charter, it is reasonable to assert that this should be construed narrowly, especially when other means of ensuring adherence to discipline, and regulations[3] exists. ie military law.

1.6 EUROMIL believes that the interests of personnel serving within the armed forces, and society generally are best served through adherence to the principle of "Citizens in Uniform". This principle provides that members of armed forces should enjoy to the fullest possible extent those privileges enjoyed by society generally.

2 EUROMIL considers it important, premised upon the jurisprudence from the ECtHR, to have noted by the Committee the internal stability that exists within Ireland from a Constitutional perspective. Ireland has enjoyed, since independence, constitutional stability. EUROMIL believes that in such a modern, democratic and stable society, the restrictions placed upon the fundamental freedoms of PDFORRA members, which all citizens should enjoy, as unnecessary and disproportionate. In making its determination in the case of Rekvenyi v Hungary[4], the ECtHR recognized Hungary's aim of de-politicizing the security forces (denoting that they had in some way being a political arm of the State previously). The Irish Defence Forces have never had the same status or function within the Irish State.

2.1 Moreover, EUROMIL understands that significant, additional restrictions are imposed on members of the Irish Defence Forces, including, severe restrictions on the freedom of speech and political neutrality, compared to servicemen and women from other European Armed Forces[5]. EUROMIL contends that the foregoing compounds the restriction on

---

[2] Complaint No. 83/2012.
[3] This view would appear consistent with the recent judgement of the ECHR in the case of *Matelly v France* (Application No. 10609/10)
[4] 20 May 1999 [ECtHR] Case no 25390/94
[5] COE Rec 1742 (2006) Members of the armed forces in Austria, Belgium, Denmark, Germany, Luxembourg, Norway, Portugal, Sweden, United Kingdom, all enjoy the entitlement to join political parties. An even greater cohort enjoy an entitlement to stand for elections. Both of the foregoing is denied to members of the Defence Forces in Ireland.

EUROMIL aisbl
(European Organisation of Military Associations)
Rue John Waterloo Wilson 78
B-1000 Brussels
Tel: +32.2.626.06.80
E-mail: euromil@euromil.org
N° Ent.: 0538.809.759

affiliation to ICTU as it serves to isolate to the fullest possible extent members of the Defence Forces from society generally.

3 EUROMIL, for the purposes of clarifying PDFORRA's position, wishes to deconstruct the assertions made by the Government by reference to practical examples of disadvantage flowing from current arrangements and by reference to recent ECtHR Judgements and norms experienced by other members of armed forces with whom Ireland has close connection through participation in EU Battle Groups.

Current Arrangements *vis* Representation

4 EUROMIL again asserts that, Article 5 of the European Social Charter requires that domestic legislation, regulation or administrative practice must not impair the freedom of workers from either forming or joining respective national or international organisations.

4.1 While, as outlined within the Governments response, there exists caveats to the effect that the rights of members of armed forces can be prescribed or limited, within the Charter; EUROMIL asserts that any such limitation should be prescribed by law, proportionate and necessary within a democratic society.

4.2 EUROMIL will concede that Ireland has shown that the current prescriptions are contained within law. The main provisions restricting the rights of members of the Defence Forces being contained within the Defence Act 1954 and the Industrial Relations Act 1990.

4.3 However, in respect of the additional benchmarks which should be necessary to underpin any restrictions on the rights of members of armed forces to assert their entitlements under Article 5, EUROMIL contends that the case presented by Ireland should not be upheld for the following reasons:

Freedom to Associate

5.1 PDFORRA, the association representing Soldier Sailors and Aircrew was established in 1990 by an act of the Irish Parliament.

5.2 The Association has in excess of 6700 members representing over 85% of the enlisted personnel of the Defence Forces.

5.3 The parameters within which the Association currently operates in are set down within a Statutory Instrument, which has been supplied with the original complaint.

EUROMIL aisbl
(European Organisation of Military Associations)
Rue John Waterloo Wilson 78
B-1000 Brussels
Tel: +32.2.626.06.80
E-mail: euromil@euromil.org
N° Ent.: 0538.809.759

5.4 The Association, since its inception, has always understood that it operates at significant, if not fatal disadvantage, as compared to other associations who represent their member's rights. This testament can be borne out by the number of petitions made to successive Ministers seeking affiliation rights to Congress.

5.5 In defining what constitutes freedom to associate for the purposes of Article 5 of the Charter, EUROMIL consider it imperative that it should not be viewed in isolation to Article 6; thus, the following matters require consideration:

5.6 That the Minister has always had the power to veto any aspect of representation with the use of the power conferred on him under paragraph 34 (4) of the Statutory Instrument, which provides that:

> *"The Minister shall, at any time, be entitled to be provided with a copy of the constitution and rules of the association and all amendments thereto with a view to satisfying himself that they comply with the provisions of subparagraph (1) hereof and may direct amendment of any such constitution and rules to whatever extent he deems necessary in order to ensure such compliance"*

5.7 Similarly, the Minister has an entitlement under the Fourth Schedule to view and be provided with a copy of the financial affairs of the Association should he so desire.

5.8 Lastly, it should be considered that members of PDFORRA were prohibited in taking part in meetings of frontline workers who had been impacted by pay cuts. These meetings, which took place outside of normal working hours had initially been attended by officials in civilian attire; however, when this came to the notice of the Department of Defence the association officials were summoned to the Department and informed that involvement was to cease. Thus, demonstrating the significant lack of independence enjoyed by members of the association.

5.9 More recently, officials were summoned to account following the publication of a notice to members that a public meeting was being held under the auspices of an umbrella group.

Additional Considerations

6.1 It is important to stress the limitations imposed upon members of the Defence Forces arising from other legislative provisions, these include an inability to appeal to a Right Commissioner in respect of leave, exclusion from the Organisation of Working Time Act, Unfair Dismissals Act, aspects of the Employment Equality Act and the Terms and Conditions of Employment Act.

6.2 Legal costs within Ireland are amongst some of the highest in Europe – A fact that has recently been pointed out by the Troika when they had cause to be in Ireland. This

EUROMIL aisbl
(European Organisation of Military Associations)
Rue John Waterloo Wilson 78
B-1000 Brussels
Tel: +32.2.626.06.80
E-mail: euromil@euromil.org
N° Ent.: 0538.809.759

limits the ability of personnel to assert their rights outside of the military system without the assistance of PDFORRA.

6.3 It should be noted that 'class action suits' are not permissible within the Irish jurisdiction.

Proportionality and Necessity

7.1 The strict prohibition, contained within both military law (duty to obey all lawful orders) and the Industrial Relations Act (which excludes members of the Defence Forces from the definition of worker), on members of the armed forces from striking necessitates the remaining trade union prerogatives being upheld.

7.2 Greater restrictions on representation are in place, which have been accepted since the inception of PDFORRA. Sections 4-5 of the Defence Amendment Act 1990 prohibit the representation of personnel while on active service eg. Members serving overseas are not permitted to be members of governing bodies or committees of the association for the duration of said service. Members afloat are deemed to be on active service and as such meeting may only be held with the explicit consent of the unit commander while at anchorage or alongside. These restrictions are rational and reasonable and has been accepted without objection by the members of PDFORRA.

7.3 EUROMIL, contends that participation in activities of the military associations has not impacted on operational effectiveness, which had been one of the central objections to the establishment of the associations in the early 1990's.

7.4 It should be considered by the Committee that the suspension of rights/ obligations in certain circumstances has always been a part of military life. For example, members of the armed forces have a duty to obey all lawful orders. This gives discretion to members to exercise discretion when they consider an order to be unlawful. Moreover, members of the armed forces in Ireland enjoy the protection of the Health, Safety and Welfare at Work Act; however, in the event of a national emergency these protections are suspended. It is expected that similar caveats will apply to the application of the Working Time Directive to members of the Irish Defence Forces.

7.5 Further, EUROMIL contends that the initial establishing Statutory Instrument for representation contained a review clause which was to trigger after the expiration of three years. PDFORRA contends that a similar review clause could be placed on the affiliate membership of PDFORRA to ICTU, by the Minister.

EUROMIL aisbl
(European Organisation of Military Associations)
Rue John Waterloo Wilson 78
B-1000 Brussels
Tel: +32.2.626.06.80
E-mail: euromil@euromil.org
N° Ent.: 0538.809.759

7.6 An additional provision contained within the Statutory Instrument establishing PDFORRA set out that: *"meetings between the association and members shall not take place while their unit is on operational duty except as may be otherwise arranged..."*

7.7 EUROMIL contends that consideration should be given to the foregoing in the context of CM/ Rec (2010) wherein it was held that:

> *"Members of the armed forces should have the right to join independent bodies defending their interests and the right to organize and collective bargaining. When these rights are not granted, the validity of the justification should be reviewed and unnecessary and disproportionate restrictions to the right to freedom of assembly and association should be lifted "(§ 54).*

7.8 EUROMIL wishes to assure the committee that it is willing to accede to reasonable restriction including, if necessary, a direct provision within its constitution to the effect that no member will call for, or countenance strike action.

7.9 Additionally, EUROMIL state that, there currently exists provisions whereby members of unions who are on strike provide services despite being in conflict with their employers. For example, Nurses who are on strike and members of the INO (Irish Nurses and Midwives Organisation) pass picket lines to provide emergency cover.

7.10 EUROMIL notes that PDFORRA would be obliged under Section 42 of the Industrial Relations Act 1990, to agree a Code of Practice for the provision of Emergency/ Minimum Services. This Code would be applicable in all matters concerning health, safety and security. The Code of Practice is included in this submission as Annex "A"

EUROMIL aisbl
(European Organisation of Military Associations)
Rue John Waterloo Wilson 78
B-1000 Brussels
Tel: +32.2.626.06.80
E-mail: euromil@euromil.org
N° Ent.: 0538.809.759

Impact of current arrangements on Bargaining Rights

8.1 . EUROMIL wishes to re-affirm those aspects of complaints made in the initial submission in October 2014.

8.2 Moreover, and in addition, EUROMIL contends the following in respect of current arrangements for negotiation applicable to members of military associations.

8.3 That, under the current rules of the Conciliation Scheme the Chairman must be a currently serving civil servant who is nominated by the Ministers.

8.4 That, the current scheme is ineffective insofar as many claims have remained unresolved for considerable periods resulting in members having to assert their rights through the civil courts. The foregoing has given rise to personnel departing the association as they believed that their interests were better served through the civil process. PDFORRA has been forced, through necessity to retain membership, to finance a significant number of pay claims.

8.5 Should the Department act in a similar fashion into the future, further members may depart through disenfranchisement.

8.6 EUROMIL would re-iterate that access to the LRC and Labour Court would prove more equitable, transparent and independent than current arrangements.

8.7 EUROMIL assert that, the following are fully verifiable instances of the impact of failure promote effective negotiation for members of the Irish Defence Forces:

- The extinguishment of entitlements to a separate rate of subsistence for members of the Defence Forces who undertake unique duties, at negotiations for the latest pay discussions between the Department of Public Expenditure and Reform and Congress.[6]

- The failure to consult on the status of the "joint review mechanism" contained within the latest pay discussions. This mechanism was discussed and agreed within central discussions. This arrangement applies to unions which have outstanding adjudications – PDFORRA currently have three outstanding adjudication decisions going back to 2006.

[6] Annex "B" to this submission is a letter from Oonagh Buckley, Assistant Secretary, Remuneration, IR and Pensions Division at the Dept of Public Expenditure and Reform to the Secretary General, Department of Defence directing that a rate, which had applied to members of the Defence Forces represented by PDFORRA be extinguished.

EUROMIL aisbl
(European Organisation of Military Associations)
Rue John Waterloo Wilson 78
B-1000 Brussels
Tel: +32.2.626.06.80
E-mail: euromil@euromil.org
N° Ent.: 0538.809.759

- The compilation of "Chairman's Notes", which were noted agreements that PDFORRA only became aware of subsequent to the pay discussions concluding.[7]

- Lastly, it should be noted, in the context of the Haddington Rd Agreement, PDFORRA were, by virtue of their exclusion from central discussions, the only body whose members suffered actual pay reductions consequential upon their exclusion.

8.8 EUROMIL contest that the foregoing rebuts the assertions made by the Government between paragraphs 77-81.

8.9 Additionally, and more specifically, in respect of paragraph 79 of the submission made by the Government, EUROMIL is happy to confirm that PDFORRA was not entirely responsible for reducing the €35M demand to €9.5M in the Defence Sector. Commissioned Officers, Nurses and personnel of the Reserve Defence Force accounted for 23% of the total demand, while another portion was covered by central measures and certainly amounted to €10M.

Of more significance is that the exclusion of PDFORRA from the national wage bargaining through its exclusion from Congress resulted in an agreement where Soldiers, Sailors and Aircrew were the only group in the Irish public service who had to make concessions on basic pay. EUROMIL submits this as further evidence of the fact that Irish Soldiers, Sailors and Aircrew have no effective means of negotiating their pay and conditions.

[7] It has been widely publicised that a number of side agreements have been concluded between various parties who were involved at central negotiations. Attached marked Annex "C" please find the wide spectrum of "Chairman's Notes", which were agreed at the latest pay talks, none of which PDFORRA knew about or were consulted upon.

EUROMIL aisbl
(European Organisation of Military Associations)
Rue John Waterloo Wilson 78
B-1000 Brussels
Tel: +32.2.626.06.80
E-mail: euromil@euromil.org
N° Ent.: 0538.809.759

On seeking effective remedies under Article 6.4

9.1 EUROMIL, in submitting it complaint under Article 6.4 of the Charter, merely wishes to establish the parameters, to which collective action, if indeed the committee would countenance any, which could reasonably be undertaken by members of armed forces.

9.2 In submitting this aspect of the complaint, EUROMIL is ever cognizant of the disparate entitlements of members of armed forces throughout Europe as they currently exist.

9.3 EUROMIL considers the following relevant in any discourse that may arising from the submission of this complaint:

- Members of the Armed Forces in South Africa were afforded trade union status, including the right to strike, by a Constitutional Court in 1999.

- That members of the Swedish Armed forces representative association, SAMO, operate through the Public Employees Negotiation Council and are not legally prohibited from calling for strike. However they have a collective agreement to the effect that they will not call for a strike. It is worthy of note that the Irish Defence Forces participates in the EU Battle Group with Sweden.
- Members of the Dutch armed forces representative association are permitted to join a federation and have never exercised an entitlement to strike.

- Within Hungary members of the armed forces are permitted to demonstrate.

- Additional observations on the respondent case.

9.4 The respondent asserts that the restriction on the right to engage in collective action is alleviated because they make available collective bargaining mechanisms, grievance procedures, Military Service Allowance and representative associations.

9.5 The foregoing is not correct. None of these factors are in any way intended to alleviate for the restriction of the right to engage in collective action. In the case of the military associations, PDFORRA was established and recognised for collective bargaining purposes in the early 1990s. At that time Soldiers, Sailors and Aircrew of the Irish Defence Forces did not demand the right to take collective action.

9.6 If the respondent genuinely wished to alleviate the restriction on the right to take collective action concession of PDFORRA's demand for membership of the ICTU and direct negotiations over national pay agreements would be more appropriate as it would ensure an effective means of negotiating the conditions of employment on behalf of its members. At the same time it would ensure that the Irish Government can rely on its armed forces to protect the rights and freedoms of others and to protect the public interest, national security, public health and morals.

EUROMIL aisbl
(European Organisation of Military Associations)
Rue John Waterloo Wilson 78
B-1000 Brussels
Tel: +32.2.626.06.80
E-mail: euromil@euromil.org
N° Ent.: 0538.809.759

Final Considerations

10 EUROMIL, in support of the contention alleging breach of Article 5 of the European Social Charter by Ireland wishes to draw specific attention to the Constitution of ICTU, the organisation to which PDFORRA wishes to affiliate for the purposes of negotiation,

Article 4 of the aforementioned Constitution of ICTU expressly provides that:

"The Executive Council may, by way of agreement with an applicant union, set conditions to its affiliation"

10.1 PDFORRA, as the Association representing Enlisted Personnel of the Defence Forces, while not believing it necessary, are willing to seek a caveat from the Executive Council of ICTU to the effect that our affiliation may be withdrawn immediately where a direct conflict exists between the actions of ICTU and the security of the State, as may be determined by an appropriate authority (as may be determined).

10.2 Further, EUROMIL would ask that cognizance be given to the resolution of the European Parliament, wherein it was resolved:

"[w]hether conscripts or personnel serving for longer periods, must not become isolated from democratic society and must experience at first hand the democracy which they are protecting"[8]

10.3 EUROMIL contends that the resolution of the European Parliament "on the rights of members of armed forces to form associations", reasonably and proportionately caveated that Member States of the European Community:-

"[g]rant their servicemen the right, in peace time, to establish, join and actively participate in professional associations in order to protect their social interests"[9]

10.4 While it is appreciated that enlisted members of the Irish Defence Forces have a limited right of association, this right is rendered moot by exclusion from direct negotiation. The Conciliation and Arbitration system, which represents the only forum available to PDFORRA and its members to negotiate, is extremely limited and excludes PDFORRA from negotiations that concern the social interests of their members. EUROMIL sincerely believes that the foregoing runs contrary to the spirit of the aforementioned Parliamentary Assembly's resolution.

[8] European Parliament 12th April 1984
[9] Official Journal C 127/08 p.93

EUROMIL aisbl
(European Organisation of Military Associations)
Rue John Waterloo Wilson 78
B-1000 Brussels
Tel: +32.2.626.06.80
E-mail: euromil@euromil.org
N° Ent.: 0538.809.759

10.5Further, EUROMIL would ask that consideration be afforded to the recommendation of the Parliament, that Member States approximate, through legal measures, the rights of members of armed forces (It is presumed that it was envisaged across the Union).

10.6Moreover, EUROMIL would respectfully ask the Committee consider Article 5 (1) of the International Labour Convention (ILO) 151: Labour relations (Public Service) 1978, which mandated that "Public employees' organisations shall enjoy complete independence from public authorities". Additionally, Article 17 of the Convention states:-

"*Measures appropriate to national conditions shall be taken, where necessary, to encourage and promote the full development and utilisation of machinery for negotiation of terms and conditions of employment between the public authorities concerned and public employees' organisations, or of such other methods as will allow representatives of public employees to participate in the determination of these matters.*"

10.7However, lastly, it should be recognised that one of the central objectives of ICTU is, as stated at Article 6 (d) "*To support the democratic system of government ...*" It is EUROMIL's belief that the foregoing objective reinforces PDFORRA's contention that the denial of their ability to affiliate with ICTU is arbitrary and unnecessary.

ANNEX A

Labour Relations Commission

Dispute Procedures including Procedures in Essential Services

Dispute Procedures including Procedures in Essential Services

1. INTRODUCTION

1. Section 42 of the Industrial Relations Act 1990 makes provision for the preparation of draft codes of practice by the Labour Relations Commission for submission to the Minister for Labour. (Appendix 2)

2. In February 1991 the Minister for Labour, Mr. Bertie Ahern TD, requested the Commission to prepare codes of practice on dispute procedures and the levels of cover which should be provided in the event of disputes arising in essential services. When preparing this Code of Practice the Commission held meetings and consultations with the Irish Congress of Trade Unions, the Federation of Irish Employers, the Department of Finance, the Department of Labour, the Local Government Staff Negotiations Board, the Labour Court and representatives of the International Labour Organisation. The Commission has taken account of the views expressed by these organisations to the maximum extent possible in preparing this Code.

3. The Code recognises that the primary responsibility for dealing with industrial relations issues and the resolution of disputes rests with employers, employer organisations and trade unions. It is the intention of the Code to ensure that in line with this responsibility employers and trade unions:

   a) agree appropriate and practical arrangements for resolving disputes on collective and individual issues;

   b) observe the terms of these agreements; and

   c) refrain from any actions which would be in contravention of them.

4. The Code is designed to assist employers* and trade unions in making agreements which recognise the rights and interests of the parties concerned and which contain procedures which will resolve issues in a peaceful manner and avoid the need for any of the parties to resort to actions which will lead to a disruption of supplies and services, and a loss of income to employees and of revenue to employers.

   **The use of the word "employers" in the Code includes employer organisations where relevant and appropriate.*

5. The major objective of agreed procedures is to establish arrangements to deal with issues which could give rise to disputes. Such procedures provide for discussion and negotiation with a view to the parties reaching agreement at the earliest possible stage of the procedure, and without resort to any form of industrial action.

6. The Code provides practical guidance on procedures for the resolution of disputes between employers and trade unions and how to operate them effectively. The principles contained in the Code are appropriate for employments in the public and private sectors of the economy irrespective of their function, nature or size.

7. The procedures of the Code provide a framework for the peaceful resolution of disputes, including disputes in essential services. The Code also provides general guidance to employers and trade unions on the arrangements which are necessary to ensure minimum cover or service where disputes which give rise to stoppages of work could have serious and adverse consequences for the community or the undertaking concerned and its employees.

8. Although the Code has been prepared primarily for employments where terms of employment are established through employer/trade union agreements, its general principles should be regarded as being applicable to other undertakings and enterprises and to their employees.

2. GENERAL PROVISIONS

9. Agreements between employers and trade unions on dispute settlement procedures can make a significant contribution to the maintenance of industrial peace. The dispute procedures contained in the Code should be seen as providing an underpinning for the conduct of industrial relations in the enterprise and in relationships between the parties.

10. Agreements on dispute procedures should be seen to be fair and equitable as between the interests of the parties and should include provision for the resolution of disputes on collective and individual issues, and such procedures should be introduced where they currently do not exist.

11. Employers and trade unions should examine existing procedures at the level of the enterprise and take whatever steps may be necessary to ensure that the principles outlined in the Code are incorporated within them.

12. Dispute procedures should be as comprehensive as possible covering all foreseeable circumstances and setting out the consecutive stages involved in the resolution of disputes on collective and/or individual issues. Such procedures should include agreement on the appropriate level of management and trade union representation which will be involved at each stage of the procedure. The actions required of the parties at each stage of the procedure should be clearly indicated.

13. Agreements between employers and trade unions should be in writing so as to eliminate the possibility of misunderstandings arising from lack of awareness of procedures or misinterpretation of informal arrangements which may have come to be regarded as "custom and practice".

14. Employees and management at all levels should be aware of the agreed procedures. Accordingly, arrangements should be made for these procedures to be communicated and explained through whatever means may be appropriate.

15. Dispute procedures should afford early access to disputes resolution machinery and to arrangements for the settlement of collective and individual issues within a reasonable timescale. The introduction of any specific time limits for the operation of different stages of a disputes procedure is a matter for consideration by employers and unions at local level.

16. The procedures for handling disputes on collective and individual issues should take account, where appropriate, of the functions of the relevant State agencies (the Labour Relations Commission, the Labour Court, the Rights Commissioner Service, the Equality Service and the Employment Appeals Tribunal) so as to facilitate the potential use of these services in the development and maintenance of good industrial relations.

17. Nothing in the Code precludes an employer and trade union in an enterprise industry or service from adding other stages to their dispute procedures should this be considered appropriate.

18. The operation of dispute procedures should be reviewed from time to time with the object of improving the practical working of the procedures.

Dispute Procedures including Procedures in Essential Services

19. The Labour Relations Commission will provide assistance to employers and trade unions in formulating agreed dispute procedures in accordance with the Code.

3. EMERGENCY/MINIMUM SERVICES

20. While the primary responsibility for the provision of minimum levels of services rests with managements, this Code recognises that there is a joint obligation on employers and trade unions to have in place agreed contingency plans and other arrangements to deal with any emergency which may arise during an industrial dispute. Employers and trade unions should co-operate with the introduction of such plans and contingency arrangements. In particular, employers and trade unions in each employment providing an essential service should co-operate with each other in making arrangements concerning:

    a) the maintenance of plant and equipment

    b) all matters concerning health, safety and security

    c) special operational problems which exist in continuous process industries

    d) the provision of urgent medical services and supplies

    e) the provision of emergency services required on humanitarian grounds.

21. In the event of the parties encountering problems in making such arrangements they should seek the assistance of the Labour Relations Commission.

4. DISPUTE PROCEDURES – GENERAL

22. The dispute procedures set out below should be incorporated in employer/trade union agreements for the purpose of peacefully resolving disputes arising between employers and trade unions. Such agreements should provide:

    a) that the parties will refrain from any action which might impede the effective functioning of these procedures

    b) for co-operation between trade unions and employers on appropriate arrangements and facilities for trade union representatives to take part in agreed dispute procedures

    c) for appropriate arrangements to facilitate employees to consider any proposals emanating from the operation of the procedures.

23. Trade union claims on collective and individual matters and other issues which could give rise to disputes should be the subject of discussion and negotiation at the appropriate level by the parties concerned with a view to securing a mutually acceptable resolution of them within a reasonable period of time. Every effort should be made by the parties to secure a settlement without recourse to outside agencies.

24. In the event of direct discussions between the parties not resolving the issue(s), they should be referred to the appropriate service of the Labour Relations Commission. The parties should co-operate with the appropriate service in arranging a meeting as soon as practicable to consider the dispute.

25. Agreements should provide that, where disputes are not resolved through the intervention of these services and where the Labour Relations Commission is satisfied that further efforts to resolve a dispute are unlikely to be successful, the parties should refer the issues in dispute to the Labour Court for investigation and recommendation or to such other dispute resolution body as may be prescribed in their agreements.

26. During the period in which the above procedures are being followed no strikes, lock-outs or other action designed to bring pressure to bear on either party should take place.

27. Strikes and any other form of industrial action should only take place after all dispute procedures have been fully utilised.

28. Where notice of a strike or any other form of industrial action is being served on an employer a minimum of 7 days' notice should apply except where agreements provide for a longer period of notice.

29. The procedures outlined in paragraphs 24 and 25 above refer to employees who have statutory access to the Labour Relations Commission and the Labour Court under the Industrial Relations Acts, 1946 to 1990. In the case of employees who do not have access to these bodies, for example certain employees in the public services, discussions should take place between the parties concerned with a view to developing procedures which would be in accordance with the principles included in this Code to the extent that such procedures do not already exist. In developing such procedures the parties should have regard to such considerations as the size and complexity of the employments concerned, the nature of the services provided, and the terms of employment of the employees involved.

5. ESSENTIAL SERVICES – AGREEMENTS ON SPECIAL PROCEDURES

30. In the case of essential services, additional procedures and safeguards are necessary for the peaceful resolution of disputes and these should be included in the appropriate agreements between employers and trade unions. These services include those whose cessation or interruption could endanger life, or cause major damage to the national economy, or widespread hardship to the Community and particularly: health services, energy supplies, including gas and electricity, water and sewage services, fire, ambulance and rescue services and certain elements of public transport. This list is indicative rather than comprehensive. The provisions of this section of the Code could be introduced by agreement in other enterprises or undertakings where strikes, lock-outs or other forms of industrial action could have far-reaching consequences.

31. These additional procedures and safeguards should be introduced through consultation and agreement in all services and employments coming within the scope of paragraph 30 above. The parties should recognise their joint responsibility to resolve disputes in such services and employments without resorting to strikes or other forms of industrial action.

32. The introduction of these additional procedures and safeguards should be accompanied by arrangements for the dissemination and exchange of information relating to various aspects of the life of the undertaking concerned including its relationship with the community which it serves. Employers should make appropriate arrangements for consultation with the unions through the use of agreed procedures especially where major changes affecting employees' interests are concerned.

Dispute Procedures including Procedures in Essential Services

33. Except where other procedures and safeguards have been introduced which ensure the continuity of essential supplies and services, agreements negotiated on a voluntary basis should include one of the following provisions in order to eliminate or reduce any risk to essential supplies and services arising from industrial disputes:

    a) acceptance by the parties of awards, decisions and recommendations which result from the final stage of the dispute settlement procedures where these include investigation by an independent expert body such as the Labour Court, an agreed arbitration board or tribunal or an independent person appointed by the parties

    or

    b) a specific undertaking in agreements that, in the event of any one of the parties deciding that an award, decision or recommendation emerging from the final stage of the dispute settlement procedure is unsatisfactory they will agree on the means of resolving the issue without resort to strike or other forms of industrial action, such agreements to include a provision for a review of the case by an agreed recognised body after twelve months, such review to represent a final determination of the issue

    or

    c) provision that the parties to an agreement would accept awards, decisions or recommendations resulting from the operation of the final stage of the dispute procedure on the basis that an independent review would take place at five-yearly intervals to examine whether the employees covered by the agreement had been placed at any disadvantage as a result of entering into such agreement and if so to advise, having regard to all aspects of the situation, including economic and financial considerations, on the changes necessary to redress the position.

6. ESSENTIAL SERVICES – MAINTENANCE OF INDUSTRIAL PEACE

34. Where the parties have not concluded an agreement incorporating the procedures referred to in paragraph 33(a) or (b) or (c) and otherwise where for any reason a serious threat to the continuity of essential supplies and services exists, or is perceived to exist, as a result of the failure of the parties to resolve an industrial dispute and where the Labour Relations Commission is satisfied that all available dispute procedures have been used to try to effect a settlement, the Labour Relations Commission should consult the Irish Congress of Trade Unions and the Irish Business and Employers Confederation about the situation. The objective of such consultation should be to secure their assistance and co-operation with whatever measures may be necessary to resolve the dispute including, where appropriate, arrangements which would provide a basis for a continuation of normal working for a period not exceeding six months while further efforts by the parties themselves or the dispute settlement agencies were being made to secure a full and final settlement of the issues in dispute.

7. REVIEW OF CODE

35. The Commission will review the draft Code and its operation at regular intervals and advise the Minister for Enterprise, Trade and Employment of any changes which may be necessary or desirable.

APPENDIX I

S.I. No. 1 of 1992

Industrial Relations Act 1990, Code of Practice on Dispute Procedures (Declaration) Order 1992

WHEREAS the Labour Relations Commission has prepared a draft Code of Practice on dispute procedures, including procedures in essential services;

AND WHEREAS the Labour Relations Commission has complied with subsection (2) of section 42 of the Industrial Relations Act 1990 (No. 19 of 1990), and has submitted the draft Code of Practice to the Minister for Labour;

NOW THEREFORE, I, MICHAEL O'KENNEDY, Minister for Labour, in exercise of the powers conferred on me by subsection (3) of that section, hereby order as follows:

1. This Order may be cited as the Industrial Relations Act 1990, Code of Practice on Dispute Procedures (Declaration) Order 1992.

2. It is hereby declared that the draft Code of Practice set out in the Schedule to this Order shall be a Code of Practice for the purposes of the Industrial Relations Act 1990 (No. 19 of 1990).

GIVEN under my Official Seal,
this 6th day of January 1992.

MICHAEL O'KENNEDY
Minister for Labour

Roinn Caiteachais Phoibl
agus Athchóirithe
Department of Public
Expenditure and Reform

ANNEX 'B'

15th May 2015

Secretary General
Department of Defence
Station Road
Newbridge
Co Kildare

OIFIG
20 MAY 2015
AN ROINN COSANTA

Dear Secretary General

I am directed by the Minister for Public Expenditure and Reform to write to you about the Travel and Subsistence regimes applying in the civil and public service.

You will recall that the Haddington Road Agreement, para 2.28, noted that the Government intended to review travel and subsistence arrangements and committed the parties to cooperating with the review and implementing standardised arrangements across the public service.

It was agreed with the Public Services Committee of ICTU that the best way to approach the review of the travel and subsistence arrangements would be to initially review travel and subsistence in the civil service and if agreement was achieved here it would then be applied, or equivalent measures, across other parts of the public service.

I am pleased to report that agreement has been reached between the Official Side and Staff Side at the Civil Service General Council on the subsistence element and I attach a copy of Circular 05 of 2015.

The agreement can be summarised as follows;

- The overnight rate will increase from €108.99 to €125 and the distance requirement will increase from 48 km to 100 km from 1 July 2015 subject to certain exemptions.
- The 5 hour day rate will increase from €13.71 to €14.01. The day rate distance requirement will increase from 5km to 8 km and these day subsistence rates will not be reviewed until 2018 at the earliest.
- Future increases/decreases will only apply where the +/- exceeds 5%.
- Elements of the CPI will be used to review the overnight and day rates.

I am now writing to your Department to direct that arrangements be put in place to apply the terms of Circular 05/15 (attached) to <u>all</u> bodies under your aegis.

Permanent Defence Forces (PDF)

It is understood that for historic reasons the subsistence regime for members of the PDF is different to the civil service one. However, in line with the Haddington Road Agreement, the civil service subsistence regime should now apply to PDF personnel and supersede any existing subsistence regime. Management should inform staff representative associations of this position.

Tithe an Rialtais,
Sráid Mhuirfean Uacht,
Baile Átha Cliath 2.
Eire

Government Buildings,
Upper Mernon Street,
Dublin 2.
Ireland

T: +353 1 676 7571
F: +353 1 678 9936
www.per.gov.ie

Officials from here are available to discuss this letter with your officials if that is felt necessary. Please contract Ms Marie Ralph (01 604 5402) if it felt such a meeting is required.

Yours sincerely

Oonagh Buckley
Assistant Secretary
Remuneration, IR and Pensions Division

To/All Departments etc.

Appendix 1

Domestic Subsistence rates from 1st July 2015				
Overnight rates			Day Rates	
Normal Rate	Reduced Rate	Detention Rate	10 hours or more	5 hours but less than 10 hours
€125.00	€112.50	€62.50	€33.61	€14.01

E105/4/2006

23rd April 2015

Circular 05/2015: Subsistence Allowances

A Dhuine Uasail

1. I am directed by the Minister for Public Expenditure and Reform to refer to the standard distance requirements and rates of subsistence allowance in Ireland which have been reviewed in accordance with an agreed recommendation made by the General Council under the scheme of conciliation and arbitration for the Civil Service (General Council Report 1531 refers). As a result, the Minister has agreed that the following changes will be made to the distance requirements and the rates, with effect from 1 July 2015. The revised rates are specified in the schedule at Appendix 1.

2. The Class B subsistence rates will cease to apply with effect from 1 July 2015. Thereafter, subsistence payments for all staff will be paid at the rate specified in Appendix 1.

Changes to the Distance requirements

Overnight Subsistence Allowance

3. With effect from 1 July 2015, an overnight allowance will not generally be payable in respect of a necessary absence on official business that is within 100 km of an officer's home or headquarters (whichever is the lesser). However, in exceptional circumstances and where a department is satisfied that an operational need exists, an overnight allowance may be paid for an absence on official business at any location within the above distance limits but in excess of 50 km of home or headquarters (whichever is the lesser).

Day Subsistence Allowance

3. With effect from 1 July 2015, a day allowance is not payable for an absence on official business that is within 8 km of an officer's headquarters or home (whichever is the lesser).

4. Payment of the rates authorised in this Circular will be subject to the regulations issued with Circular 11/82 and any other instructions in force from time to time. These regulations apply to all civil servants including departmental grades.

6. Heads of Departments should continue to appraise, monitor and ensure that only essential travel is undertaken and that the number of officers on any official journey is kept to the absolute minimum.

7. Any enquiries about this Circular from Departments should be emailed to Travel.Policy@per.gov.ie. **Personal enquiries from individual officers should be addressed to the Personnel Unit of the employing Department/Office.** This Circular is also available on the Departments website at www.per.gov.ie.

Mise le meas

Oonagh Buckley
Assistant Secretary

ANNEX C

Lansdowne Road and the 'chairman's notes' – an overview

BRIAN SHEEHAN, COLMAN HIGGINS & ANDY PRENDERGAST

A series of "chairman's notes", which were negotiated on the fringes of the recent intensive talks on the proposed 3-year Lansdowne Road Agreement in the public service, cover a range of issues across the sector, many of them raised by the trade union side.

The Department of Public Expenditure & Reform is not releasing details of these so-called 'side deals', while trade unions have also declined to do so. But many of the 'notes' have either leaked out, or have been posted by trade unions on their own websites to be read by members.

Many involve a simple 'tidying' up of outstanding issues or provide a timetable for binding adjudication. Some may have more long-term impacts, although the department insists there are no significant cost implications involved.

One of the other key areas not covered in the official text of the Lansdowne Road Agreement (LRA) is the provision for existing public service pensioners – as reported in IRN last week – that will see around 80,000 of them benefit from an element of 'restoration', to the tune of up to €900 over the next two years. This was agreed in parallel talks.

In a statement on the 'chairman's notes', DPER says: "While it is a normal part of the complex industrial relations processes within the Irish public service that sectoral industrial relations issues are discussed between sectoral management and trade unions, (the) Department of Public Expenditure and Reform has not been alerted to any potentially significant costs to pay or non-pay budgets arising from those discussions. Any such costs will be dealt with by this department in the normal course as part of the estimates."

LISTED ISSUES

Some of the issues below covered are also covered in the main text of the agreement because they are general to all unions – such as the provisions covering outsourcing:

Health sector/registration fee for nurses - a controversial annual registration fee for nurses (INMO, SIPTU, IMPACT) with the Nursing and Midwifery Board will be frozen at €100 for the lifetime of the Lansdowne Road agreement, which runs to 2018. The original commitment to freeze the payment was made under the Haddington Road Agreement, which means this 'side agreement' is to be rolled into the LRA.

As the IMPACT union explains to its members: "the commitment under the Haddington Road Agreement to freeze the CORU ... will be extended to the expiry of the extension of the agreement". IRN estimates this to be worth around €195 (net) a year to those involved, a sum which can be added to the average €2,000 gross pay benefit of the deal.

Incremental credit/nurses: three-month process on claims by nurses for improved incremental credit and increased payments for fourth years with this process. This involves SIPTU and INMO members. It relates directly to the issue of recruitment and retention.

Nurse/midwife management structures: provision for a two month engagement on nurse/midwife management structures.

Provision also for the referral of INMO claim for an interim payment for the post of Group Director of Nursing to adjudication, with this process being completed within 21 days.

'Time plus one sixth' for nurses: provision for an intensive three-month engagement, with employers, in an independently-chaired process concerning INMO and SIPTU.

The INMO says this will be "to finalise all matters that would arise, including the restoration of the time and one-sixth premium/and the additional staffing resource necessary, arising from the agreed transfer of "the four tasks previously specified". (The latter relates to the agreed transfer of some medical tasks to nurses).

Flexitime leave carryover:

In the Civil Service, there is to be a pilot scheme for the restoration of flexi leave carryover of one-and-a-half days. Under Haddington Road terms, flexi leave carry over was reduced to one day in any flexi period, with effect from July 1, 2014. The

restoration of one-a-half-days is being trialled on a six-month basis. The outcome will be reviewed after six months.

- The CPSU notes that while the additional HRA hours (which were not reversed) might make it difficult building up flexi leave, it was still possible under the HRA one-day carryover period.
- IMPACT, also representing civil servants, says the outcome of this exercise could have positive implications for other parts of the public service. It is understood one area which could see a change to flexitime is in the local authority sector, which is currently characterised by more variation in how flexitime applies. One possibility mooted is that a national flexitime scheme could be introduced in the local authority sector.
- AHCPS notes that flexi time was removed in 2013 for new assistant principals in departments that have flexi-leave for assistant principals. "The proposed Lansdowne Road Agreement does not contain provisions to change this but the scale of potential applications is to be measured and the matter is to be discussed further within the forum of General Council", notes the union.

Open competition: the Government's Civil Service renewal programme makes all recruitment at assistant principal level subject to open competition.

The AHCPS, which has a strong view on wanting a parallel process of open competition and internal competition for principal officer posts, says this matter has gone to binding arbitration, with the arbitration board sitting on Wednesday of this week. Under the Civil Service Renewal programme, the sole avenue preferred is for open competition for posts at assistant principal level and above.

Job evaluation: this is being re-introduced in the health sector. IMPACT says it is agreed that, if the agreement is ratified, "the relevant management and unions will meet to conclude arrangements on the conduct and scope of job evaluation exercises in the sector". It is understood this was identified as a key gain to seek prior to and during the public sector talks. Job evaluation had been trialled prior to the recession but was dropped when the public sector cuts started to kick in.

Further to job evaluation potential in the health sector, other sectors are understood to be looking keenly at its potential. The local authority sector has also been identified as a possible area for a job evaluation scheme to be initiated.

Interns (HSE support staff) : SIPTU and the HSE reached agreement whereby health support staff such as porters, cleaners and catering workers, taken on as interns under the HRA, will be made permanent after 18 months service. The HSE confirmed that "provision has been made under the new Lansdowne Road Agreement to regularise staff on the Intern scheme that have completed 18 months of satisfactory service".

The HSE said that approximately 1,350 support staff, the vast majority of whom are represented by SIPTU, have been recruited under the scheme since 2013. It is understood that around 500 of those support staff would qualify now for regularisation, with the remainder following over the next year or so. *(See IRN 21 – 2015)*

Deployment & training for junior doctors: clause (3.4.1) in the Lansdowne agreement deals with the IMO's concern that an NCHD on a specialist training programme might be asked to work in one location for a couple of days and then be moved to another, a pattern which if repeated regularly could seriously interrupt training and be viewed negatively by the relevant training body. This concern was accepted and a Chairman's note issued to the IMO that limits any deployment of doctors to current arrangements and existing agreements.

Working Hours: the agreement does not provide for any reduction in the current working week, of nurses and midwives, or any other grade of public servant. However, the INMO explains to its members that "specifically with regard to nurses and midwives, the proposed agreement provides for an exercise which will measure all time actually worked, when attending for work, by nurses and midwives. This exercise would commence on 1st September this year and conclude by 30th June 2016".

Civil-service specific items:

- speeding up of the CPSU arbitration claim for compensation for the removal of banking time, which is no longer relevant due to digital payments;
- resolution of the marriage leave anomaly due to assimilation of privilege days;
- a commitment to resolve redeployment issues at the Department of Agriculture branch in Tralee;
- a commitment to resolve matters on incremental progression for fixed-term public servants entering the civil service; and
- a move on clarifying how the use of banking hours operates in Revenue.

Local authority area: There are two chairman's notes for the local authority sector: one is to do with the recruitment of apprentices in the sector; the other on how pay is formed for general operatives in the Dublin-based councils.

Dublin-based general operatives have a larger proportion of their take home pay constituted by various allowances than that of GOs in councils outside of Dublin. While take-home pay is the same for GOs inside and outside of Dublin, the crux of the issue is to do with pensionability of their take home pay, in light of the allowances factor. There are no guarantees given on this issue; rather it is a commitment to discuss it at a high level.

Education sector: IMPACT secured an agreement that its claim for the pay of school secretaries and other ancillary staff employed by school boards be brought into line with those employed directly by the Department of Education is to be referred to a new process that involves arbitration, to be completed by mid-September.

It is understood that more than half of these non-teaching staff are paid directly by the schools and are on a variety of rates, but are all below the common pay scales of those paid directly by the Department of Education, who make up a significant minority of non-teaching staff. Commitments to address this issue had been included in previous national wage agreements, but the economic crisis meant that the issue was put on the back burner, until now.

Section 39 funded bodies: Staff in section 39 funded bodies are not covered by the agreement. IMPACT has told its members that "the relevant branches will be seeking to engage with the individual employers with a view to unwinding some of the measures put in place in these employments over the last few years".

The union further explains that the LRA will set up a process to ensure that "there will be a requirement in their service level agreements that will oblige them to utilise the industrial relations machinery of the state". (Trade unions had sought this provision following their experience with a small number of agencies unwilling to engage with them. *See News item in this issue*).

Garda bodies/access to Lansdowne oversight body: Garda bodies have obtained written commitments from LRC chief executive Kieran Mulvey about access to the national Oversight Body, which they do not have currently under the HRA. This would include access to the Labour Court, where necessary, but on issues under the HRA/LRA.

Another commitment refers to finalising a review of the Garda Siochana "without delay" – this review was set up under the HRA and had been due to report by June 2014. Among other issues, it was to deal with access to the mainstream industrial relations machinery like the LRC. (see separate news story)

Unimplemented adjudication findings (includes Benchmarking 'Two'): The parties agreed that any outstanding adjudication findings in the original Croke Park Agreement will be reviewed jointly by the parties prior to the expiry of the LRA agreement.

One of the largest of these is an unimplemented finding from the second Benchmarking Body report of December 2007, which if implemented would bring allowances paid to principals and deputy principals in primary schools closer to those paid to their counterparts in second-level schools (but linked still to school size). This could be worth €2,000-€3,000 to over 3,000 principals and a smaller increase for a further 3,000 deputy principals, costing about €12m per annum. This issue has been cited by the INTO to its 32,000 members as one of the key selling points of the agreement. *(See clause 1.16 of Croke Park Agreement and News item in this issue)*

Irish Water: While staff in the Irish Water company are not covered by the agreement, "local government workers are, in many cases, working under service level agreements to the water programme". *(See News item in this issue)*

Outsourcing (this item is in the main text of the LRA, but it is common to all unions and departments). Agreement to reaffirm commitments to the use of direct labour "to the greatest extent possible, consistent with the efficient and effective delivery of public services". Where any dispute arises on the application of this commitment, the parties will seek to resolve any matter directly and, where this fails, to use the dispute resolution mechanisms of the agreement.

Earlier commitments on consultation and evaluation must be undertaken prior to any outsourcing of an existing service taking place and – significantly - in the evaluation process any cost comparisons shall exclude the totality of labour costs (which the IMPACT unions tells its members, "includes, basic pay, leave, premium payments and pension benefits").

Also of note regarding outsourcing under LRA is that any dispute arising regarding compliance with the outsourcing provisions can be adjudicated on by the Agreement's oversight group (it appears the other avenues for dispute resolution under LRA are open to outsourcing disputes but this type of dispute is explicitly under the remit of the oversight group). *(See 'Highly significant move on outsourcing evaluation in new deal' in IRN 21-2015)*

80,000 PENSIONERS TO BENEFIT

While pensions are not directly covered by the agreement, the IMPACT union's communication to members confirms IRN's revelation last week *(IRN 21-15)* that in the course of a "a separate engagement with the Irish Congress of Trade Unions Public Services Committee and the Alliance of Retired Public Servants, the management side confirmed that pensions will be increased by way of a reduction in the pensions related deduction made from pensions in payment".

This means that the threshold for the deduction will be increased from its current level of €12,000 - leading to a maximum increase of €900 per annum over the period 2016-17 - "which means a total of 80,000 out of 140,000 public service pensioners being exempted from the deduction during this agreement".

'NO STRIKE'AGREEMENT?

The IMPACT union also tells its members that the agreement does not contain a 'No Strike' agreement as such. As "normal", the union says, the agreement "provides that strikes or other forms of industrial action are precluded in respect of any matters covered by the agreement, where the parties are acting in accordance with its provisions".

"This is the same clause that was contained in the Croke Park, Haddington Road and previous agreements. There are no prohibitions on strikes or other forms of industrial action on any matters not covered by the agreement", the union adds.

Pay recovery almost complete for some lower-paid public servants

COLMAN HIGGINS

The pay recovery element of the Lansdowne Road proposals is likely to bring some lower-paid workers close to their pay levels before the economic crisis began in 2008.

The strong weighting of the deal towards the lower-paid – almost unprecedented in public service pay agreements – may well swing many of these groups behind the deal, perhaps even those traditionally opposed to such agreements.

An analysis by IRN of the effects of FEMPI and the new Lansdowne proposals on four examples from the civil service grades shows that clerical officers on the first point of the scale would be back where they were in September 2008, if the lower salaries for new recruits had not been introduced in 2011.

The calculations set out below isolate the effects of the public service pension levy in February 2009, the pay cuts in January 2010 and the pay cuts in Haddington Road in 2013 to ascertain the percentage drop beween the last public service pay increase in September 2008 and the present day.

Then they look at how each of these examples would fare under the Lansdowne Road Agreement (LRA) proposals and how far below the 2008 'peak' each of them would be at the start of 2018, almost 10 years later. A calculation is also made for the net percentage increase over the three years of the LRA.

Three of the examples are at the maximum of their scale (Clerical officer standard scale, Executive Officer standard scale, and Assistant Principal standard scale) and one is at the first point of the clerical officer (standard) scale, to provide a lower-paid example.

8.65% OVER THREE YEARS

This lower-paid example provides the most striking result, with a clerical officer who started after September 2008, if they were starting on the same scale ten years later, in 2018, earning 1.7% more than they were in 2008. The same workers are 6.4% below their 2008 peak today. The percentage increase over the period of the LRA would be 8.65% over three years.