

**EUROPEAN COMMITTEE OF SOCIAL RIGHTS
EUROPEAN CONFEDERATION OF POLICE (EUROCOP)
AND
THE ASSOCIATION OF GARDA SERGEANTS AND INSPECTORS
AND
THE GARDA REPRESENTATIVE ASSOCIATION
COMPLAINANTS**

V

**IRELAND
RESPONDENT**

COMPLAINT NO. 260/2026

**REPLY OF THE COMPLAINANTS TO PARAGRAPHS 8 TO 17 AND 27 TO 29
OF THE RESPONDENT'S WRITTEN OBSERVATIONS ON ADMISSIBILITY**

12 August 2026

Introduction

1. This Reply addresses paragraphs 8 to 17 and 27 to 29 of the Respondent's Written Observations on Admissibility dated 16 July 2026 ("the Observations"). The Complainants' response to the Respondent's objection concerning signatures and authority, at paragraphs 19 to 26 of the Observations, is being addressed separately on the Complainants' behalf and is not duplicated here. This Reply is confined, within the paragraphs it does address, to specific factual and legal propositions - namely (i) that Garda members enjoy a right to strike equivalent to that of Garda staff (paragraph 8); (ii) that the absence of a strike right for Garda members is justified by An Garda Síochána's status as a unitary national police force (paragraph 9); (iii) that the internal Garda dispute resolution mechanisms are practically effective (paragraphs 10 and 11); (iv) that Garda representative associations enjoy full access and representation to national pay talks alongside trade unions (paragraph 12); (v) that the Complaint consists of bald assertions unconnected to the Charter provisions in issue (paragraphs 13 to 17); and (vi) that the Complaint is inadequately particularised within the meaning of Article 4 of the Additional Protocol (paragraphs 27 to 29) - each of which the Complainants are now in a position to meet with concrete, dated particulars, or with legal argument, of the kind the Respondent itself submits (at paragraph 28) the Complaint currently lacks.
2. The Complainants do not accept that the Complaint as lodged is inadequately particularised. Without prejudice to that position, and in order to remove any doubt on the point, this Reply sets out specific,

evidenced particulars and legal argument which directly answer the assertions made at paragraphs 8, 9, 10, 11 and 12 of the Observations.

3. The Complaint itself, at Section III, pleads that "since the Industrial Relations (Amendment) Act 2019, no significant collective issue has been successfully resolved through the purported dispute-resolution mechanisms," and further that "Garda representatives remain structurally excluded from the Irish system of national social dialogue" and that "no effective compensatory mechanisms offset the prohibition on strike action." The particulars and legal argument set out in Parts A to J below substantiate each of those pleadings and answer paragraphs 8 to 17 and 27 to 29 of the Observations directly on their own terms.

The Respondent's Assertions at Paragraphs 8, 9, 10, 11 and 12

4. At paragraph 8 of the Observations, the Respondent states that the Policing, Security and Community Safety Act 2024 ("the 2024 Act") "provides that Garda staff and Garda members are integral parts of one unified organisation called An Garda Síochána and that within this structure Garda staff continue to have a protected right to collective action, representation by union bodies and can take strike action."
5. At paragraph 9, the Respondent submits that domestic legislation "does not extend to the granting of, or the abolition of, a right to strike to any workers or groups of workers," and that An Garda Síochána, as "a unitary police and security service, and the only police service in Ireland," is "in a unique position to the extent that the withdrawal of labour in any strike action is likely to impact on policing, the security of the State and the maintenance of public authority."
6. At paragraph 10, the Respondent asserts that it has "agreed and implemented changes to the internal Garda dispute resolution mechanisms", embodied in a formal Dispute Resolution Process ("DRP") agreement, which "allow for the resolution of collective disputes and support ongoing engagement between Garda management and the Representative Associations."
7. At paragraph 11, the Respondent asserts that "every effort has been made to identify and agree processes... designed to eliminate the need to have recourse to industrial action or, in the alternative, to reduce the impact of any industrial action on the most essential public services provided by the Gardaí."
8. At paragraph 12, the Respondent asserts that "An Garda Síochána members, through their Representative Associations, have full access and representation to national pay talks alongside other trade unions," facilitated by the WRC and led by the Department of Public Expenditure.
9. Each of these five propositions is addressed in turn below.

A. Paragraph 8: The Purported Equivalence Between Garda Staff and Garda Members

10. Paragraph 8 elides a critical legal distinction. The 2024 Act does provide that Garda staff - the civilian employees of An Garda Síochána - and sworn Garda members together form a single organisation. It does not follow, and it is not the case, that both cohorts enjoy the same rights of association or the same capacity to take strike action. The "protected right to collective action, representation by union bodies and" ability to "take strike action" referred to in paragraph 8 belongs to Garda staff. It has never been extended to sworn Garda members, and the 2024 Act does not purport to extend it.
11. Section 59(3) of the 2024 Act provides that "a member of An Garda Síochána shall not be or become a member of any trade union or association (other than a statutory Garda representative association) whose object is to influence Garda pay, pensions or conditions of service." This restriction is not new.

It replicates, in substance, Section 18 of the Garda Síochána Act 2005, which itself replaced a substantially identical restriction dating back to the Garda Síochána Act 1924. The prohibition on trade union membership for sworn Garda members has therefore remained continuously in force, in one statutory form or another, for over a century, and was re-enacted without material change by the very legislation the Respondent cites at paragraph 8 as evidence of reform.

12. Separately, and independently, sworn Garda members are excluded from the definition of "worker" for the purposes of the protected industrial action provisions of the Industrial Relations Act 1990. Section 8 of that Act expressly provides that "worker" does not include a member of the Defence Forces or of the Garda Síochána. Because sworn Garda members cannot belong to a trade union, and are excluded from the statutory definition of "worker" that gives access to protected industrial action, they cannot lawfully engage in protected strike action under Irish law, whatever may be true of Garda staff.
13. The Complainants submit that paragraph 8, by describing Garda staff and Garda members as "integral parts of one unified organisation" enjoying a shared "protected right to collective action... and" ability to "take strike action," mischaracterises the legal position of sworn Garda members specifically. It is precisely this exclusion - continuous since 1924, and re-enacted in materially identical form in Section 59(3) of the 2024 Act relied upon by the Respondent itself - that gives rise to the Article 6§4 violation the Committee found in Complaint No. 83/2012 and which the Complainants submit persists today.

B. Paragraph 9: The "Unitary Police Force" Justification for the Strike Prohibition

14. The Respondent's assertion in paragraph 9 - that domestic legislation "does not extend to the granting of, or the abolition of, a right to strike to any workers or groups of workers" - mischaracterises the position and does not answer the finding already made against the Respondent. The general absence of a codified statutory strike right applicable to the workforce at large is not equivalent to, and does not excuse, the specific and absolute statutory prohibition that applies uniquely to members of An Garda Síochána. The Committee has already found, in its decision on Complaint No. 83/2012, that this specific prohibition - not the general state of Irish labour law - constitutes a violation of Article 6§4 of the Charter. Paragraph 9 does not engage with, still less answer, that finding; it simply restates a general proposition about Irish law that was equally true in 2014 and was not found to displace the Committee's conclusion then.
15. The Respondent's further submission - that An Garda Síochána's status as "a unitary police and security service, and the only police service in Ireland" places it "in a unique position" such that "the withdrawal of labour in any strike action is likely to impact on policing, the security of the State and the maintenance of public authority" - cannot, without more, satisfy the standard the Committee applies to justify an absolute prohibition. In its decision on Complaint No. 83/2012, the Committee held that the title of a service as a police force activity was not, of itself, sufficient to justify a total denial of the right to collective action, and that the individual justification for denying the right to strike must be examined by reference to the various positions and functions within the force; a sweeping denial, applied without that examination, was held effectively to erase the existence of the right altogether. The Respondent's paragraph 9 submission performs no such examination. It treats the entire membership of An Garda Síochána, across every rank, function and duty, as uniformly subject to the same absolute prohibition on the sole basis of the force's unitary and monopolistic status - the very approach the Committee has already held to be inadequate. Being the sole national police force is, in any event, not a distinguishing feature of Ireland: it is a structural feature common to virtually every national police service in Europe, the great majority of which do not maintain an absolute strike prohibition. If unitary or monopoly status were sufficient on its own to justify a total ban, no national police force anywhere could ever be required to move beyond one, and the Committee's own methodology in 83/2012 would be rendered meaningless for every state in an identical structural

position. The Respondent has not identified anything particular to the Irish context - as opposed to a generic feature shared by national police forces generally - that would justify treating the position differently now than the Committee already treated it in 2014.

16. This function-by-function approach is not unique to the Committee's decision on Ireland; it is the settled method applied wherever police collective rights have been examined internationally. In *European Council of Police Trade Unions (CESP) v France*, Complaint No. 101/2013, decision on the merits of 27 January 2016, the Council of Europe's Committee unanimously found a violation of Article 5 of the Charter in respect of members of the National Gendarmerie functionally equivalent to a police force, while finding no violation where a unit was functionally equivalent to an armed force, and further found a violation of Article 6§2. That decision concerned Articles 5 and 6§2 - the right to organise and to bargain collectively - rather than Article 6§4, and is cited here not as direct authority on the right to strike but for the methodology the Committee applied: classification of a police body turns on the function actually performed by the personnel in question, not on an institution-wide label, and an attempt to characterise an otherwise ordinary policing function as something other than policing in order to avoid recognising collective rights will not be accepted. The same functional, non-institutional approach underlies the Committee's treatment of the right to strike in 83/2012, and paragraph 9 offers exactly the kind of undifferentiated, institution-wide characterisation this methodology rejects. The equivalent principle has also been applied under Article 11 ECHR by the European Court of Human Rights: in *Demir and Baykara v Turkey* and *Enerji Yapi-Yol Sen v Turkey*, restrictions on public-sector collective rights applied generally, without concrete examination of the categories of employee affected, were found incompatible with the Convention; and in *Junta Rectora del Ertzainen Nazional Elkartasuna v Spain*, concerning the Basque police, the Court held that restrictions on police strike rights must satisfy a proportionality test and may not deprive officers of the core content of their Article 11 rights.
17. Nor does the Respondent explain why the security concern it identifies could not be met, as it plainly can be, through measures short of an absolute prohibition: minimum-service requirements, advance notice obligations, restriction of strike action to non-essential functions, or judicial proportionality review of specific proposed actions. In *LO and TCO v Sweden*, the Council of Europe's Tribunal held that legislation completely banning essential-service strikes was disproportionate, and that even within essential services the function performed by each employee must be individually examined before the right can be denied. Sweden's own domestic framework illustrates that such an approach is workable in practice rather than merely theoretical: the right to strike is protected as a constitutional matter under Chapter 2, Section 14 of the Instrument of Government (*Regeringsformen*), which provides that an association of employees has the right to take industrial action on the labour market unless otherwise provided by law or agreement, and is regulated - not abolished - by the Co-Determination in the Workplace Act 1976:580, sections 41 to 45, which impose a peace obligation during the currency of a collective agreement, prohibit unions from organising unlawful action, and require at least seven working days' notice of industrial action to both the opposing party and the National Mediation Office. This is precisely the kind of graduated, notice-and-proportionality-based model available to the Respondent as an alternative to an absolute prohibition, and its operation in a comparable European jurisdiction without demonstrated harm to public order confirms that the "unitary force" rationale advanced at paragraph 9 addresses, at most, the scope of any right recognised - not whether such a right can be recognised at all. The Respondent's own DRP/WRC framework, which it relies on elsewhere in its Observations as adequate for resolving industrial disputes short of strike action, is itself evidence that graduated and proportionate mechanisms are available and workable in the Irish context; it does not explain why that same graduated approach could not extend to strike action itself, rather than excluding it altogether.

18. The absolute character of the strike prohibition is, moreover, reinforced rather than mitigated by Section 98 of the 2024 Act itself - the same Act the Respondent relies upon at paragraph 8 as evidence of a modernised and unified framework for An Garda Síochána. Section 98(1) provides that a person is guilty of an offence if he or she "induces, or does any act calculated to induce, any member of An Garda Síochána to withhold his or her services or to commit a breach of the standards of professional behaviour." The offence is not confined to members of An Garda Síochána themselves: on its terms it extends to any person, and would capture a representative association official, or any other individual, who organised, encouraged or coordinated a collective withdrawal of labour by Garda members in furtherance of an industrial dispute. The penalties are substantial: on summary conviction, a class B fine or imprisonment for up to twelve months, or both; on conviction on indictment, a fine not exceeding €50,000 or imprisonment for up to five years, or both. According to the Respondent's own draft Explanatory Memorandum to the Bill that became the 2024 Act, Section 98 "restates section 59 of the Act of 2005 subject to amendment to align with the wider Bill" - that is, this criminal offence is not a new measure introduced in 2024 but a longstanding one, carried forward in substance from the Respondent's prior legislative regime. That continuity confirms, rather than diminishes, its significance for present purposes. The 2024 Act repealed the Act of 2005 in its entirety and gave the Oireachtas a full opportunity to reconsider the criminal deterrent against strike organisation in light of the Committee's findings in Complaint No. 83/2012; the Respondent chose only to update the offence's cross-reference to the newly created standards of professional behaviour under the same Act, leaving its substantive scope and penalties unchanged. Far from disclosing any softening of the position the Committee addressed in 2014, the Respondent's own wholesale legislative review confirms that the criminal backing for the absolute strike prohibition remains deliberate and considered government policy, such that the prohibition is reinforced not merely by the absence of any positive right, but by the ordinary criminal law, carrying a maximum sentence of five years' imprisonment for inducing a breach of it. This sits uneasily with the Respondent's characterisation, at paragraph 9, of the current position as a neutral silence in domestic legislation on strike rights generally, and further undermines any suggestion that the matters addressed in Complaint No. 83/2012 have been remedied since 2014.
19. For these reasons, paragraph 9 does not disclose any change in circumstances, any new justification, or any basis in law capable of displacing the Committee's existing finding that the absolute prohibition on strike action by members of An Garda Síochána is incompatible with Article 6§4 of the Charter.

C. Non-Pay Allowances: No CPI Adjustment Since 2008

20. Garda non-pay allowances were last adjusted for cost-of-living movement on 1 January 2008. Notwithstanding the unwinding of FEMPI pay reductions from 1 January 2018 and successive general round pay increases under Building Momentum and the Public Service Agreement 2024-2026, non-pay allowances have received no equivalent restorative treatment for a period now approaching eighteen years.
21. The GRA has processed claims for CPI adjustment of at least six categories of non-pay allowance - the Boot Allowance, the Community Relations/Crime Prevention Officer Allowance, the Cycle Allowance, the JLO Allowance, the Plain Clothes Allowance, and the Uniform Maintenance Allowance - fully through the National Discussions and Conciliation Council stages contemplated by the DRP. Each claim has, following exhaustion of those stages without resolution, been formally escalated by letter to the Director, Conciliation, Facilitation and Mediation Services, Workplace Relations Commission, seeking referral to Stage 3 - WRC Conciliation under Section 33 of the DRP.
22. Garda Management has not, so far as the Complainants are aware, disputed the underlying entitlement in principle at any stage of this process. The claims have simply not been adjudicated. A dispute resolution process that can be engaged correctly and exhaustively by the Complainants, over a period

of years, without producing a substantive outcome on an entire category of member entitlement, is not a process which "allows for the resolution of collective disputes" within the meaning of paragraph 10 of the Observations.

D. Local Bargaining Claims Under PSA 2024-2026: Deadlines Passed Without Resolution

23. Chapter 4 of the Public Service Stability Agreement 2024-2026 ("PSSA") establishes a local bargaining mechanism permitting claims for a particular grade, group or category of employee up to a maximum of 3% of basic pay cost (Section 4.2.1). The Respondent relies on this mechanism, and on the Complainants' full and equal access to it, as evidence of effective engagement (Observations, paragraph 12).
24. The PSSA fixed its own timetable for this process. Local negotiations were to take place between July 2024 and June 2025 (Section 4.3.2). The first instalment, equivalent to 1% of basic pay cost, was to be implemented on 1 September 2025, with the balance to be addressed in the successor agreement (Section 4.3.5). Both dates have now passed. The PSA 2024-2026 itself expires on 30 June 2026.
25. The GRA lodged six specific local bargaining claims on behalf of identified specialist rank cohorts, recorded in the GRA's Local Bargaining Working Document of 8 April 2025, with a combined estimated annual cost of €3,026,000 - equivalent to only 0.327% of the 3% ceiling available, and less than a third of the quantum calculated by the Department of Public Expenditure, NDP Delivery and Reform for the first 1% instalment alone (€9,434,965, as confirmed to the GRA by An Garda Síochána on 20 March 2025). The six claims, none of which has to the Complainants' knowledge been resolved, are:
 - Covert Human Intelligence Sources (CHIS) - on-call allowance for approximately 80 members, seeking parity with the Superintendent availability allowance;
 - Armed Support Unit (ASU) - technical allowance for approximately 250 members, seeking parity with the Emergency Response Unit;
 - Road Traffic Forensic Collision Investigators (RTFCI) - expert allowance for approximately 35 members, an underlying claim first lodged in October 2022;
 - National Negotiation Unit (NNU) - on-call allowance for approximately 4 members;
 - Emergency Response Unit (ERU) - technical allowance for approximately 60 members, a claim supported by a full submission of August 2023;
 - Employee Assistance Officers (HQ) - allowance increase for approximately 14 members;
26. In addition to these six group-specific claims, the GRA has advanced a further, general local bargaining claim covering the entire Garda rank cohort (approximately 11,277 whole-time equivalents), on the basis that the rank as a whole constitutes a "particular grade, group or category of employee or bargaining unit" within the meaning of Section 4.2.1 of the PSSA. That claim is grounded in the reform measures expressly identified in the PSSA's own "Justice Sector" reform agenda - including A Policing Service for our Future, the Policing, Security and Community Safety Act 2024, the Courts Service Modernisation Strategy, and the Family Justice Strategy - together with the introduction of a new Working Time Agreement and the Conduct, Performance and Standards of Professional Behaviour Regulations, each constituting a "change in structures, work practices or other conditions of service" for the purposes of Section 4.2.1.

27. The GRA's proposed mechanism for delivering this general claim is a Retention Allowance, introduced after two years' service and increasing at five-year intervals of service, structured so that its aggregate annual cost tracks the quantum confirmed to the GRA by An Garda Síochána on 20 March 2025 for each instalment - approximately €9,434,860 at the 1% instalment level and approximately €28,304,581 at the full 3% level. As with the six group-specific claims above, this general claim was formally advanced within the local negotiation window prescribed by Section 4.3.2 of the PSSA, and has not, to the Complainants' knowledge, been resolved or implemented at any instalment level.
28. A related claim, first lodged in 2020 in respect of members attached to what is now the Garda National Cyber Crime Bureau, has likewise remained unresolved for six years. That claim was amended in December 2021 from a claim for an Expert Allowance to a claim for the higher Analyst Allowance, was supported by a formal Business Case under Garda Finance Code 4.50 submitted on 18 January 2022 evidencing specific, named instances of members resigning to take up better-remunerated posts elsewhere in the public and private sectors, and was further extended in 2024 to the Bureau's management tier. No resolution has been communicated to the Complainants at any stage of that six-year period.
29. The Complainants are in a position to demonstrate that the local bargaining mechanism under Chapter 4 of the PSSA is not, as a matter of general practice, incapable of producing concluded and implemented outcomes. On 9 February 2026, the Department of Public Expenditure, Infrastructure, Public Service Reform and Digitalisation formally notified all Departments and Offices of an agreement reached under the same Chapter 4 mechanism with the Association of Higher Civil and Public Servants ("AHCPS"), increasing the Premium Conversion Weighting allocation from 1% to 2% for Principal, Assistant Principal and related grades represented by the AHCPS, with implementation authorised with effect from 1 September 2025 - the very date fixed by Section 4.3.5 of the PSA for the Complainants' own first instalment.
30. Separately, a Local Bargaining Agreement was concluded between the same Department and Fórsa in respect of Clerical Officer, Executive Officer, Higher Executive Officer, Administrative Officer, Service Officer and Cleaner grades in the Civil Service. That agreement provided specific, quantified scale increases - including a 1.25% increase to the maximum of scale together with defined incremental-point skips for the Clerical Officer, Executive Officer, Higher Executive Officer and Administrative Officer grades, and a 1.5% increase to the maximum of scale for Service Officer and Cleaner grades - together with agreed management priorities, again implemented with effect from 1 September 2025.
31. The Complainants had no input into, and were not party to, either of these agreements, notwithstanding that both were negotiated and concluded within the same local bargaining window (July 2024 to June 2025) prescribed by Section 4.3.2 of the PSSA, in which the Complainants' own claims - both the six group-specific claims and the general Retention Allowance claim - were lodged and remain, to date, wholly unresolved.
32. The comparison is instructive and directly material to paragraphs 10, 11 and 12 of the Observations, though not because the Complainants had, or should have had, any involvement in the separate sectoral negotiations conducted by Fórsa or the AHCPS on behalf of their own members. Local bargaining under Chapter 4 of the PSSA is, by design, conducted separately for each grade, group or category of employee, and the Complainants make no claim to have been entitled to participate in, or be consulted on, negotiations conducted by and for other unions on behalf of other public servants; that was never the process available to them. The relevance of the comparison lies elsewhere. It demonstrates that the Chapter 4 mechanism is not, as a general matter, incapable of producing concluded, implemented outcomes on the timetable the PSA itself fixed for the process each group was separately entitled to pursue on its own behalf. Other public service grades, negotiating independently within that same

mechanism, received specific, quantified, implemented pay adjustments effective from precisely the date - 1 September 2025 - on which the Complainants' own first instalment was due. The Complainants' claims, advanced through the identical mechanism, within the identical statutory window, and processed by the same Department, have seen no active progress towards resolution at all. What the comparison shows, therefore, is not that the Complainants were excluded from other groups' negotiations, but that the same Department, administering the same mechanism on the same timetable, has resolved and implemented claims for other public service bodies while leaving the Complainants' own correctly and timely lodged claims without any active engagement towards resolution. That is evidence of differential treatment of the Complainants by Government, not merely a general observation about how the mechanism operates.

33. These are not claims lacking evidential foundation. Several rest on detailed submissions addressing role history, operational risk, statutory tour-of-duty directives, and direct comparator allowances already in payment to equivalent units within An Garda Síochána. Nor can quantum explain the absence of progress: the combined cost of the six local bargaining claims represents a small fraction of the funding the Respondent's own Department of Public Expenditure has confirmed is available under the PSA. Nor, as shown above, can the design of the mechanism itself explain the absence of progress, since that same mechanism produced concluded, implemented agreements for other public service bodies on the same timetable. What the Complainants' claims share is that each has been advanced correctly, within the timetable the Respondent itself negotiated, through a mechanism proven capable of delivering outcomes for others, and none has been resolved.

E. Paragraph 12: No Genuine Access to National Pay Talks

34. Paragraph 12 asserts that Garda members, through their Representative Associations, have "full access and representation to national pay talks alongside other trade unions." The Complainants say this does not reflect the practical reality of how national public service pay agreements are negotiated, nor the specific experience of the Complainants in negotiating the Public Service Agreement 2024-2026 itself.
35. The Irish Congress of Trade Unions ("ICTU") is the body nominated by Government to negotiate national public service pay agreements, through its Public Services Committee, on the basis that it represents the great majority of unionised public servants. ICTU represents its affiliated trade unions; it does not represent every public servant, and it does not represent bodies outside its own governance structure. The statutory Garda representative associations - constituted under SI No. 64/1962 and SI No. 135/1978, and prohibited by Section 59(3) of the 2024 Act from being trade unions - fall outside ICTU's structure and are accordingly not parties to the Public Services Committee negotiations through which the PSSA itself was concluded.
36. This exclusion from ICTU affiliation is not a new or incidental feature of the current arrangements; it is the same structural exclusion the Committee found to violate Article 5 of the Charter in Complaint No. 83/2012, on the basis that it deprived the Garda Representative Associations of the ability to negotiate on pay, pensions and service conditions while represented by a national umbrella organisation. The Respondent's own account of the 2021 Findings, at paragraph 6(iii) of the Observations, records the Committee's conclusion that this situation had been remedied because "Representative bodies continue to have full and equal access to national public service pay negotiations." The evidence set out in this Part demonstrates that no such full and equal access exists in substance; what has changed since 2014 is the label attached to the process, not the Complainants' actual role within it.
37. The Complainants' experience of the talks that produced the PSA 2024-2026 illustrates the practical consequence of that exclusion. Talks on public sector pay began in November 2023. In January 2024, representatives of AGSI and the GRA were placed in a room within the WRC building for over eighteen hours, without meaningful updates on the substance of the talks taking place elsewhere in the

building. A finished document was then produced to them, and they were informed that negotiations were closed.

38. At no point during that eighteen-hour period were the Complainants' representatives shown a draft text of the emerging agreement, invited to propose amendments to any provision under discussion, or given any indication of which matters affecting Garda members were, or were not, under active consideration. Genuine participation in collective bargaining requires, at a minimum, sight of the matters in negotiation and a meaningful opportunity to influence the outcome before it is settled; presence in an adjoining room while an agreement is negotiated by others, followed by production of the concluded text, is not participation in that negotiation. It is notification of its outcome.
39. That concluded document specifically recorded agreements reached in respect of a number of other public sector groups. Despite the Complainants having a number of live issues before the WRC and within the Conciliation process, and despite specifically requesting that those issues be addressed within the pay talks, none was included. The word "An Garda Síochána" does not appear anywhere in the document. At no stage of that process were the Garda Associations permitted to engage directly with trade union officials in order to state their case or exercise the collective bargaining rights the Respondent describes at paragraph 12.
40. Paragraph 12 of the Observations elides a further distinction material to this issue: that between an agreement being negotiated and an agreement being agreed to. The Respondent notes, at paragraph 12, that "the Garda Associations have been fully included since 2017 in the collective bargaining processes, agreeing the Public Service Stability (Lansdowne Road) Agreement from 2018 to 2020 and every national pay agreement since." "Agreeing" a document that has already been settled by others, and that applies to Garda members as a matter of general public service pay policy regardless of their consent, is not the same thing as negotiating its terms. The Complainants' experience, illustrated by the events of January 2024 described above, is that their role has consistently been to receive and accept a concluded outcome, not to shape it.
41. The Complainants submit that this is not "full access and representation... alongside other trade unions" within any ordinary meaning of those words. It is, at most, a process in which the outcome is settled between Government and ICTU-affiliated unions and then presented to the Garda associations as a fait accompli, without the associations having had any opportunity to negotiate the outcome or to raise matters of specific concern to their members.
42. This matters to more than Article 6§2 read alone. The Respondent relies on the same national pay talks process, at paragraph 12 of the Observations, as part of the wider case that adequate compensatory mechanisms exist for the absence of a right to strike under Article 6§4. A process that does not provide genuine collective bargaining cannot simultaneously be relied upon as an effective substitute for the right to strike. If the Complainants are, in substance, presented with outcomes negotiated by and for others rather than being parties to the negotiation of their own pay and conditions, that process cannot do the compensatory work the Respondent's Article 6§4 argument requires of it.

F. The Significance of this Evidence to Paragraphs 8, 9, 10, 11 and 12

43. The Complainants do not dispute that the Industrial Relations (Amendment) Act 2019 conferred formal access to the WRC and Labour Court, nor that a DRP agreement and a local bargaining clause exist on paper. The Committee's 2021 Findings on follow-up to Complaint No. 83/2012, referenced by the Respondent at paragraph 6 of the Observations, addressed precisely that question of formal access under Articles 5 and 6§2.

44. Paragraphs 10 and 11 of the Observations go further than the 2021 Findings: they assert that the mechanisms now in place "allow for the resolution of collective disputes" and are "designed to eliminate the need to have recourse to industrial action" in practice. It is that further, practice-based assertion which the evidence in Parts C and D above directly contradicts. A mechanism that produces no substantive outcome, across a period spanning from 2008 (in the case of non-pay allowances) and from 2020 (in the case of the GNCCB claim) to the present, notwithstanding correct and repeated engagement by the Complainants, cannot be characterised as one that resolves collective disputes within the meaning contended for by the Respondent. This is thrown into particularly sharp relief by the concluded Fórsa and AHCPS local bargaining agreements described at Part D above: the same mechanism, operated by the same Department, within the same statutory window, produced implemented outcomes for those bodies while producing none for the Complainants.
45. Paragraph 8 and paragraph 12 go to the two structural preconditions the Respondent says justify treating the DRP and local bargaining as adequate: first, that any restriction on strike action is offset because Garda staff and Garda members share equivalent collective rights within a "unified organisation" (paragraph 8); and second, that Garda associations negotiate national pay terms on the same footing as trade unions (paragraph 12). The evidence in Parts A and E above shows that neither precondition holds. Sworn Garda members remain, and have remained without material change since 1924, excluded from trade union membership and from the statutory definition of "worker" that would give access to protected strike action. Garda associations remain excluded from the ICTU structure through which the PSA itself was negotiated, and were in practice presented with a concluded agreement that did not so much as mention An Garda Síochána, notwithstanding live issues they had specifically asked to have addressed. Paragraph 9, addressed at Part B above, fails independently to supply the "compelling reasons" needed to justify the absolute strike prohibition itself, quite apart from whether adequate compensatory mechanisms exist.
46. This is also directly relevant to Article 6§4 of the Charter. Garda members have no right to strike. The internal dispute resolution architecture is, on the Respondent's own case, the substitute mechanism through which that absence is to be reconciled with the Charter. A mechanism that leaves claims unresolved for periods of six to eighteen years does not discharge that function; if anything, the accumulation of unresolved claims over such periods is liable to increase, rather than relieve, the pressure that the absence of a right to collective action creates. Nor can the absence of a strike right be said to be offset by equivalence with Garda staff, when no such equivalence exists in law for sworn members, or by full participation in national pay talks, when the Complainants' own experience of the talks producing the PSA 2024-2026 was one of exclusion rather than participation.

G. The 2021 Follow-Up Findings Do Not Render the Present Complaint Inadmissible

47. The Respondent relies, at paragraph 6 of the Observations, upon the Committee's 2021 Findings that Ireland had brought the position into conformity with Articles 5 and 6§2 following the introduction of formal access to the WRC and Labour Court and participation by the Garda representative associations in national public service pay processes. The Complainants do not dispute that those developments occurred, or that the Committee reached that conclusion on the record before it in 2021.
48. The present Complaint does not ask the Committee to revisit the 2021 Findings on the same record. It relies upon law and practice arising after those Findings were made: the practical operation, since 2021, of the DRP and WRC mechanisms addressed in Parts C and D above; the experience of AGSI and GRA during the negotiations leading to the Public Service Agreement 2024-2026 addressed in Part E above; the enactment of the 2024 Act, including the re-enactment of the restriction on trade union membership and the criminal offence addressed in Part A and Part B above; and the 2025 conduct, performance and professional-behaviour Regulations made under that Act.

49. Formal access to a tribunal or conciliation process is not necessarily equivalent to effective representation or effective collective bargaining in practice. The Respondent's assertion that mechanisms exist and are capable of being accessed does not answer the Complainants' evidence, set out at Parts C, D and E above, that those mechanisms have failed to produce timely or substantive outcomes in significant collective disputes, and that the national pay talks process has not in practice provided the Garda associations with a meaningful opportunity to influence terms before they are settled.
50. The effect to be given to the 2021 Findings, and whether the evidence now relied upon establishes a renewed or continuing violation notwithstanding those Findings, are matters for the merits. The 2021 Findings, addressing a different evidential record at an earlier point in time, do not prevent the Complainants from advancing a Complaint founded upon subsequent law and practice, and do not render the present Complaint inadmissible.

H. The Cumulative Effect of the Matters Addressed in Parts A to G

51. The Respondent's Observations treat paragraphs 8, 9, 10, 11 and 12 as separate and independent matters. The Complainants rely, in addition to each matter individually, upon their cumulative operation.
52. Sworn Garda members cannot join an ordinary trade union or association for the purpose of influencing pay, pensions or conditions of service (Part A above). Their representative associations remain outside the ICTU structure through which national public service pay agreements are substantively negotiated, and were in practice presented with a concluded agreement rather than being parties to its negotiation (Part E above). Garda members cannot engage in protected strike action, and the absolute character of that prohibition is reinforced, not merely left unaddressed, by the criminal offence at Section 98 of the 2024 Act (Part B above). The internal and external dispute resolution mechanisms upon which the Respondent relies have, on the evidence set out at Parts C and D above, left significant collective claims unresolved for periods of six to eighteen years.
53. No one of these matters, considered in isolation, may appear decisive. Their cumulative effect is what the Complaint challenges. Formal access to conciliation is of limited value if claims are not determined. Attendance at national pay talks is of limited value if representatives cannot see or influence the terms under negotiation before they are settled. An absolute statutory and criminal prohibition on protected collective action assumes greater significance precisely where the bargaining and dispute resolution mechanisms relied upon as its compensation do not, in practice, provide an effective alternative.
54. The Complaint accordingly advances a coherent case that the combined legal and practical framework addressed in this Reply does not permit Garda members and their representative associations to organise, bargain and protect their material and moral interests effectively, within the meaning of Articles 5, 6§2 and 6§4 of the Charter.

I. Paragraphs 13 to 17: The Complaint Does Not Consist of Bald Assertions

55. At paragraphs 13 to 17 of the Observations, the Respondent characterises the Complaint as containing only "bald assertions" that fail to identify "the precise deficiencies" alleged, or to explain "in what respect" the Respondent's account of the 2021 Findings is said to be inaccurate or misleading, or how the 2024 Act and the 2025 Regulations identified as "aggravating factors" engage with, or are connected to, Articles 5, 6§2 and 6§4 of the Charter.

56. That characterisation cannot survive the particulars now set out in this Reply. Parts A and B above identify with precision the statutory provisions said to constitute the continuing deficiency: Section 59(3) of the 2024 Act, continuing the exclusion of sworn Garda members from ordinary trade union membership first imposed in 1924 and re-enacted without material change; and Section 98 of the 2024 Act, a longstanding criminal offence – re-enacted, not newly introduced, by the very legislation the Respondent relies upon – capable of applying to any person who induces a member to withhold services. Parts C and D identify, by category, date and value, the specific collective claims that have remained unresolved despite correct engagement with the DRP and local bargaining mechanisms. Part E identifies the specific events of January 2024 said to demonstrate that attendance at national pay talks did not amount to meaningful participation. None of this is a bald assertion; each is a dated, sourced and specific allegation capable of being tested on the evidence.
57. Insofar as paragraph 16 of the Observations specifically asks how the 2024 Act and the 2025 Regulations "could, in any way, impact on the rights enshrined in Articles 5, 6§2 and/or 6§4 of the Charter," that question is answered directly by Parts A, B, G and H above: Section 59(3) engages Article 5 by continuing to exclude sworn Garda members from ordinary trade union membership; Section 98 engages Article 6§4 by criminalising the inducement of a withdrawal of services; and the practical operation of the DRP, local bargaining and national pay talks mechanisms engages Article 6§2 for the reasons set out at Parts C, D and E. The connection the Respondent says is missing has now been supplied in full.
58. It is also notable that paragraph 17 of the Observations, immediately after complaining of a lack of particularisation, goes on to refute "the entirety of the allegations contained in the Complaint" and to reserve the right to furnish detailed submissions on the merits should the Complaint be found admissible. A Respondent that is in a position to refute the entirety of a complaint's allegations, and to signal a substantive merits defence, cannot credibly maintain in the same document that it does not know what is alleged against it.

J. Paragraphs 27 to 29: The Complaint Is Adequately Particularised Under Article 4

59. At paragraphs 27 to 29 of the Observations, the Respondent submits that the Complaint fails adequately to particularise the alleged non-compliance with Articles 5, 6§2 and 6§4 of the Charter, characterising it as containing "blanket accusations" disconnected from concrete legal or practical deficiencies.
60. Article 4 of the Additional Protocol to the European Social Charter Providing for a System of Collective Complaints requires only that a complaint "relate to a provision of the Charter accepted by the Contracting Party concerned and indicate in what respect the latter has not ensured the satisfactory application of this provision." This is a deliberately low threshold, consistent with a procedure designed to enable representative organisations, rather than legally trained pleaders, to bring systemic concerns to the Committee for independent examination. It does not require a complaint to anticipate and pre-emptively rebut every possible government defence, nor to be pleaded with the evidentiary precision expected of a fully developed submission on the merits.
61. The Complaint, read together with this Reply, meets that threshold many times over. It identifies the specific Charter provisions in issue; it identifies the specific prior finding against the Respondent which it alleges remains unremedied, namely the Committee's decision in Complaint No. 83/2012 and Resolution CM/ResChS(2014)12 of the Committee of Ministers; and Parts A to I above identify, with dates, statutory citations and named individuals, the specific measures, mechanisms and events said to constitute the continuing violation.

62. Insofar as the Respondent's objection at paragraph 28(iii) of the Observations is, in substance, a submission that the "aggravating factors" pleaded do not fall within the scope of Articles 5, 6§2 and 6§4, the Respondent itself acknowledges – citing *Quaker Council for European Affairs v Greece* and *European Roma Rights Centre v Bulgaria* – that such a submission is properly considered at the merits stage rather than treated as a bar to admissibility. The same principle applies with equal force to the Respondent's broader complaint that the connection between the aggravating factors and the Charter provisions in issue has not been sufficiently explained: that is an argument about the strength of the case, not its admissibility.
63. For these reasons, the Complaint is adequately particularised within the meaning of Article 4 of the Additional Protocol, and the Respondent's objection at paragraphs 27 to 29 of the Observations should be rejected.

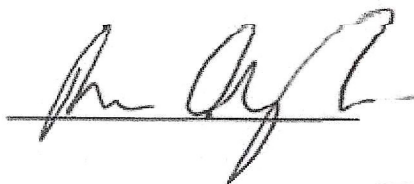
Relief Sought in this Reply

64. For the reasons set out above, the Complainants respectfully invite the Committee to treat paragraphs 8 to 17 and 27 to 29 of the Observations as answered by the specific, dated particulars and legal argument set out in this Reply, including the dedicated responses at Part I (paragraphs 13 to 17) and Part J (paragraphs 27 to 29) above, and to note that Part G above additionally addresses the Respondent's contention, at paragraph 6 of the Observations, that the matters raised are foreclosed by the Committee's 2021 Findings.
65. The Complainants further submit that this evidence directly supports the finding sought at paragraph 4 of the Complaint's Request to the Committee, namely that the measures adopted since 2014 - including the 2024 Act's re-enactment of the historic prohibition on Garda trade union membership and its accompanying strike prohibition, the DRP, the local bargaining mechanism, and the national pay talks process itself - have failed to provide effective compensatory mechanisms for the restrictions imposed on Garda members under Articles 5, 6§2 and 6§4 of the Charter.
66. Accordingly, and subject to the separate material addressing signature and authority referred to elsewhere in these proceedings, the Complainants respectfully request that the Committee declare Complaint No. 260/2026 admissible, and determine that any remaining disputes as to justification, proportionality, comparability of other public service settlements, or evidential weight are matters for the merits.

Head of Office / Secretary General
EuroCop

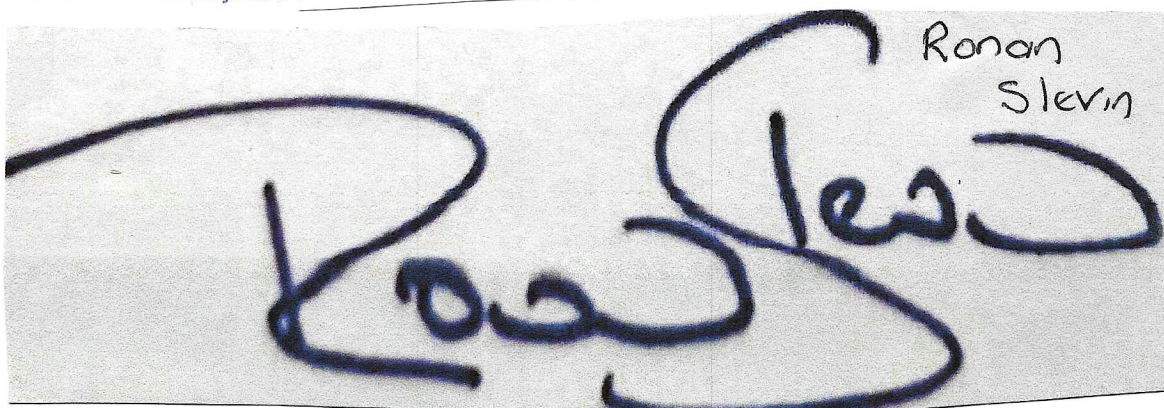
N. E. JENNIS Nigel DENNIS

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