



THE LABOUR RELATIONS COMMISSION

An Coimisiún um Chaidreamh Oibreachais

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CC98/567

2 September 1998

Mr M Merrigan
SIPTU
Liberty Hall
Dublin 1

Re: HEALTH & LOCAL AUTHORITY SERVICES

**-NON-NURSING, GENERAL OPERATIVES & RELATED
GRADES AS REPRESENTED BY SIPTU, ATGWU & IMPACT**

Dear Mr Merrigan

Following further negotiations at the Labour Relations Commission on August 31st and September 2nd 1998, I have proposed the following to the parties.

1. The attached productivity/flexibility document (as amended) to be put to ballot by the Unions concerned with a recommendation for acceptance.
2. Upon acceptance of this agreement, pay increases and retrospection to be paid as soon as feasible thereafter.
3. **Competition**

Health & Local Authority Agencies may fill up to a maximum of 5% of the number of Clerical Officer positions from non-

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officer grades wishing to progress on merit. Details are to be worked out at local level i.e. Health Agency/Local Authority.

4. Flexible working hours/rosters

It is management's objective that staff be capable of being rostered on a flexible basis based on earlier starts, later finishes and combinations of long and short days in order to provide cover/attendance at times of greatest need. This concept is already in operation in many areas. Negotiations on the extension of this principle should take place at local level. No unilateral changes will be introduced. Any disagreements on implementation can be submitted through the normal Industrial Relations procedures for resolution.

Yours sincerely



Raymond McGee
Industrial Relations Officer

PRODUCTIVITY/FLEXIBILITY DOCUMENT HEALTH & LOCAL AUTHORITY SERVICES

Non-Nursing, General Operative and Related Grades as Represented by SIPTU/ATGWU/IMPACT

Based on the January 1993 Agreement (paragraph 2 of the Letter of 14 January 1993) the Unions' claim has been addressed on the basis of the following proposals.

PAY

Phasing

£12.65 from 1 July 1997.

2% to be paid in accordance with Clause 4 of the Annex on Public Service Pay to Partnership 2000.

No further cost increasing claims will be made or processed during the currency of Partnership 2000 in respect of this group.

Current differentials will be maintained.

NON-PAY AGENDA

Leave

In the light of the agreed productivity measures the following has been agreed.

- 1 extra day's leave at Christmas with effect from 1998
- 1 extra day's leave with effect from 1999
- 1 extra day's leave with effect from 2000

Where possible the facility to take this leave will be granted at Christmas time, where this is not possible it will be at management's discretion during the leave year.

It is agreed that the above is granted strictly on the basis of non-replacement and is exchequer-neutral, but local discussions will take place on the implementation of the agreement.

Sick Pay Schemes

These schemes will be amended to allow for seven days uncertified sick pay in a calendar year with effect from January 1999.

Where an employee has established an excellent attendance record over a number of years but becomes incapacitated as a result of serious illness or injury, the employee's record will be reviewed on an individual basis. Consideration will be given, where appropriate, to extending the paid sick leave in such cases up to a maximum of six months full pay in any year. The granting of such extra sick leave will be based on the merits of the particular case and generally will be extended to an individual on one occasion only.

Partnership

Management will continue discussions with a view to developing a mutually acceptable partnership model.

Anoraks

Anoraks will be provided to appropriate outdoor staff on the basis of one issue every two years. These issues will not carry an emolumental benefit.

Contractors Agreement

A procedural agreement for use of contractors is attached at Appendix 3.

Pensions Claims

Following the publication of the Report of the Commission on Public Service Pensions, the management and union will meet to consider the implications of the report.

Joint Partnership Initiative

It is proposed that a number of Partnership committees will be established to examine and report on general operative/non-nursing structures. Four committees will be formed as follows:-

- a) Local Authorities
- b) Health Boards
- c) Voluntary Hospitals/EHB (Dublin area)
- d) Mental Handicap Agencies

Each committee will comprise of four nominees from the staff side and four from management and the necessary resources will be made available to ensure the completion of the exercises.

The terms of reference will address the following matters:

- development plans for delivery of service and service quality;
- respective roles and responsibilities for the different categories of staff;
- career structure;
- multi-functional working arrangements;
- training and education requirements;
- cost implications;
- any other issues which the group considers relevant to its task.

The committees will be established in November 1998. Each committee will agree its modus operandi and may use outside assistance, if required.

A Steering Group will oversee the activities of the Partnership Committees and will comprise of two nominees from both management and staff sides.

Implementation will have to be dealt with in the context of whatever national programme may succeed Partnership 2000.

Outstanding Claims

It is agreed that there will be a moratorium on any further new claims for the duration of this agreement. A limited number of outstanding claims, as outlined to the management side, which are already in the system, will be processed to finality.

The following productivity deals are unique to the above groups and are in the particular context of the agreement reached by the Craft Group of Unions in the Local Authorities/Health Boards/Voluntary Hospitals.

SIGNED:

For Unions

For LRC

For Management

Matt Merrigan SIPTU

Raymond McGee

Seaghan O'Lanagain LGMSB

Ben Kearney ATGWU

James Doran HSEA

Sean Redmond IMPACT

APPENDIX 1

PRODUCTIVITY/FLEXIBILITY AGENDA -

HEALTH SERVICES

1. Recruitment:

There will be a special conversion process which will take account of current arrangements for those "in the system" at 1 September 1998; the criteria for consideration will be those employees with more than 12 months continuous service or a total of 12 months service in 2 years - those eligible will be assigned to fill vacancies as they arise within complement. Details of current vacancies will be given to the Unions.

It is agreed that recruitment to posts will be by way of open competition.

2. Staff Deployment and Flexibility :

It is agreed that there will be flexibility in the deployment of staff within the same institution and between institutions of the same employer. In the event of difficulties in this regard, deployments will take place "under protest" pending the processing of the matter through the normal grievance procedures. In any event, the matter can be subject to determination within a period of four weeks should the deployment continue beyond that period. Every effort will be made to provide adequate notice of deployment.

It is accepted that this provision will be used in a reasonable way and that reasonable notice will be given, emergencies and unforeseen situations aside. In any event, there is the safeguard of the normal grievance procedure and determination, should the individual so desire.

Staff agree to co-operate with undertaking non-core craft activities as appropriate and "value for money" initiatives/good housekeeping practices.

3. Part-time Employment/Atypical Employment:

There will be full co-operation with the greater utilisation of part-time/atypical employees. This will not effect the overall number of full-time equivalents in any institution.

4. Relief Rate:

It is agreed that temporary staff employed for a period of not more than three months will be paid 87.5% of the minimum point of the appropriate scale. It is confirmed that application of the relief rate will not be abused by, for example, the issuing of successive 3 months contracts to an individual. Furthermore, it will not mean a reduction in salary for those already in the system, will not apply to those who work a substantial portion of the year in the health service with short breaks or lay-offs and will not apply to long-term temporary staff. This will be reviewed at the end of Partnership 2000.

5. Supervisory Structures:

It is agreed that supervisory posts will be filled by open competition from 1 May 1999. In this regard the employing authorities agree to provide training to better prepare staff who may wish to compete for these posts. Discussions will be held locally on the positions of incumbents in acting-up positions.

6. Absenteeism:

Both sides recognise the need in the interests of the Health Service to reduce levels of absenteeism. The union side agree to co-operate fully with any initiatives by management to monitor, control and reduce absenteeism levels.

7. Technology:

The union side agree to the introduction and extension of new technology.

8. Co-operation with Community Employment Schemes:

There will be co-operation with CES and the normal regulations will apply.

APPENDIX 2

GENERAL OPERATIVES AND RELATED GRADES IN LOCAL AUTHORITIES

Productivity/Flexibility Measures

Introduction

The productivity/flexibility measures contain four main elements. The attached Appendix 2a sets out illustrative examples of the areas contained in these elements. It is not an exhaustive list.

1. Agreement to the introduction of modern flexible and efficient work systems including the acceptance and performance of devolved non-core craft work.
2. Co-operation with and utilisation of New Technology/Information Technology.
3. Implementation of Pay-path.
4. Agreement to co-operate with the implementation of training and development programmes.

APPENDIX 2A

1. **Agreement to the introduction of modern flexible and efficient work systems including the acceptance of devolved non-core craft work**

- Reporting to work arrangements e.g. reporting to site/work location rather than to depot and flexible structuring of work arrangements e.g. mobility, interchangeability and redeployment without any loss in pay. Arrangements for individual Local Authorities to be agreed locally. Fast-track appeals mechanism to be agreed locally.
- Co-operation with minimising absenteeism.
- Co-operation with value for money initiatives/measures.
- Full co-operation with Community Employment Schemes.
- Carrying out of tasks peripheral to the craft area.

2. **Co-operation with and Utilisation of New Technology/Information Technology**

This includes :-

- Utilisation of new machinery/equipment
- Utilisation of computer systems
- Utilisation of mobile phones and other communications systems.

3. **Implementation of Pay-path**

Agreement to the introduction of paypath on a voluntary basis. New entrants recruited after the date of this agreement will be obliged to enter into the pay-path system as required by Local Authorities.

4. **Agreement to co-operation with the implementation of Training and Development Programmes**

General Operative and related grades will co-operate fully with the implementation of training programmes e.g. Upskilling, Driving Instruction and Health and Safety Training.

APPENDIX 3

PROCEDURAL AGREEMENT FOR USE OF CONTRACTORS

It is the ongoing responsibility of Local Authority and Health service Management to provide the services, as economically, efficiently and effectively as possible for the public which it serves subject at all times to financial resources and in compliance with all statutory obligations.

It is accepted that Management has traditionally provided these services by the use of a combination of direct labour and contract work and will continue to pursue that policy as the one best suited to the diversity of services provided. However, in keeping with the policy of maximising the use of competitive direct labour the most cost effective and efficient means of providing these services will prevail.

It is a condition for the award of contracts following public tender that the successful tendered produces a valid Tax Clearance Certificate or C2 Certificate from the Revenue Commissioners. Non-resident tenderers, are required to produce a statement of suitability on tax grounds from the Irish Revenue Commissioners. Tenders are also required to submit a Safety, Health and Welfare at Work Act, 1989.

Contractors are required to implement the minimum standard conditions and pay rates of the Construction Industry or whichever other industry the Contractors and/or Sub-Contractors are so involved in.

Contractors are obliged to confirm their compliance with the appropriate registered agreement registered in the Register of Employment Agreements including the CIF Pension Fund/Sick Pay Scheme and any other Pension Fund/Sick Pay Scheme relevant to whichever industry the Contractors and/or Sub-Contractors are so involved in.

Contractors are obliged to confirm their compliance with the statutory requirements in respect of payment of PAYE and PRSI contributions. Where Management is satisfied that the Contractor or his agents are not fulfilling his statutory obligations in relation to such items as tax, PRSI, etc. It will take such action as it deems appropriate in the circumstances.

The Trade Unions which are party to this agreement recognise and acknowledge these aims and work procedures and in order to ensure that they operate to the satisfaction of both sides, agree to the adoption of the above principles in respect of the engagement of contractors.