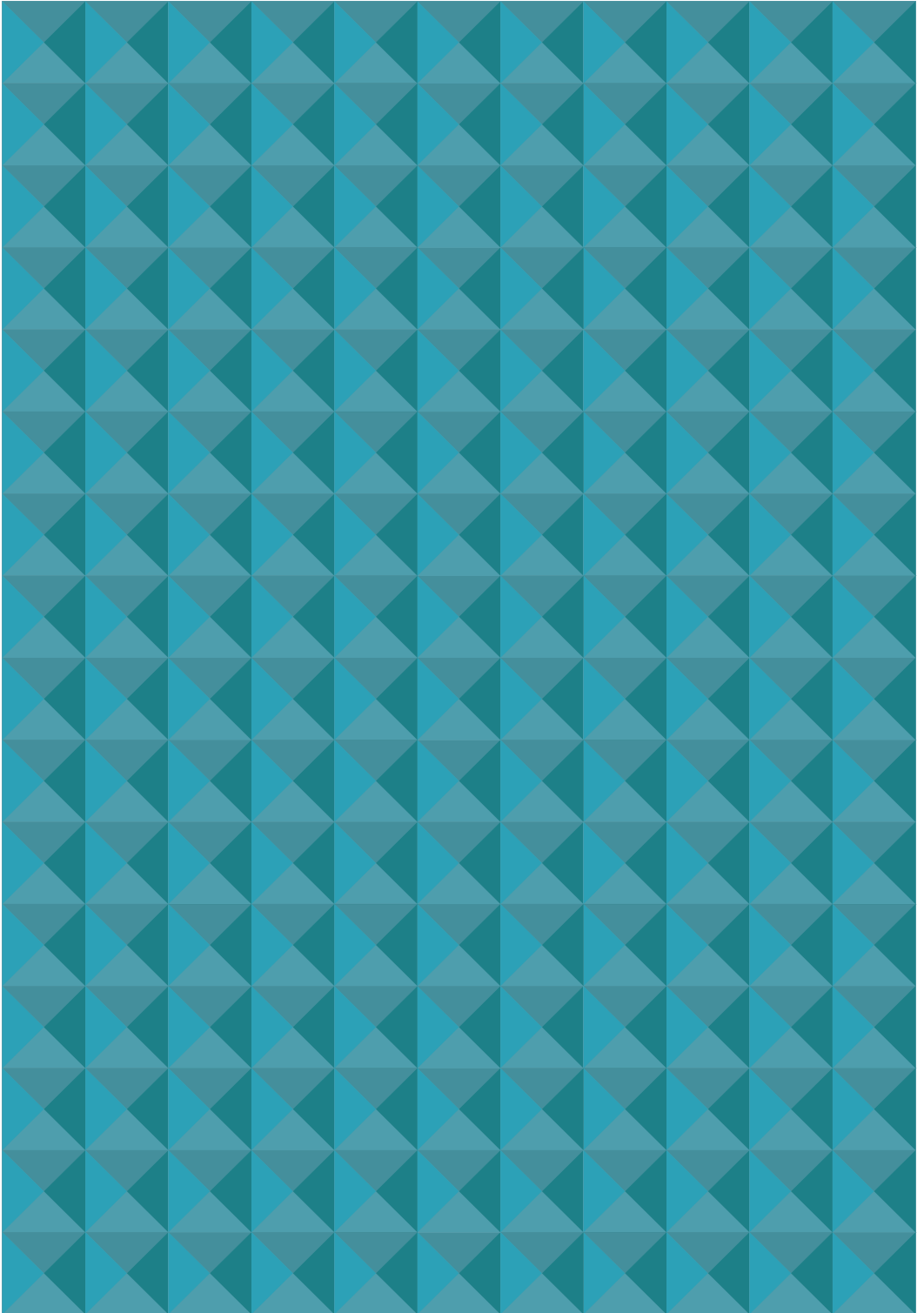




BUILDING MOMENTUM

*A new public service
agreement, 2021-2022*





An Coimisiún um Chaidreamh san Áit Oibre
Workplace Relations Commission

Áras Lansdún, Bóthar Lansdún, Droichead na Dothra,
Baile Átha Cliath 4, Éire.
Lansdowne House, Lansdowne Road, Ballsbridge, Dublin 4, Ireland.

T: 1890 22 02 27 or +353 (0)1 6136700
F: +353 (0)1 6136701

11 December, 2020

“Building Momentum”: A New Public Service Agreement

The attached document represents the outcomes of discussions facilitated by the Workplace Relations Commission in respect of public service pay terms for the period from 1 January 2021 to 31 December 2022.

The proposal is mindful of current challenges, is reflective of the response of the public service to those challenges, seeks to address equitably, the concerns of the many and varied groups of public servants covered by public service agreements and also addresses certain measures introduced under the “Haddington Road Agreement”.

The Workplace Relations Commission commends the proposed agreement to the parties.

Handwritten signature of Liam Kelly in blue ink.

Liam Kelly
Director General

Handwritten signature of Anna Perry in blue ink.

Anna Perry
Director of Conciliation

Handwritten signature of Aoibheann Ní Shúilleabháin in blue ink.

Aoibheann Ní Shúilleabháin
Deputy Director of Conciliation





BUILDING MOMENTUM

A new public service agreement, 2021-2022

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1. Delivering quality public services in a time of crisis

1.1 Economic and fiscal context

- 1.1.1 The discussions leading to this Agreement took place against a difficult economic and fiscal backdrop, in a landscape dominated by the twin challenges of Brexit and the COVID-19 public health emergency.
- 1.1.2 The economic fallout from COVID-19 has been considerable. The necessary investment in health and other public services, social protection measures and business supports in response to the emergency has been unprecedented. Significant fiscal and economic challenges for the country include:
- The State is on course to run a significant deficit in 2020, with the economy expected to contract as a result of the many restrictions on economic activity that have been necessary to minimise the health impacts of the pandemic.
 - While the standard measure of monthly unemployment was 4.7% in November 2019, a new COVID-19 adjusted measure of unemployment could indicate a rate as high as 21% in November 2020 if all claimants of the Pandemic Unemployment Payment were classified as unemployed.
 - The total public service pay bill is projected to be €23.5 billion by end 2021. This is an increase of €5.6 billion or 32% since 2017, which reflects a range of factors.
- 1.1.3 Against this backdrop, this Agreement is an extension of the framework of public service agreements, including the most recent (the Public Service Stability Agreement 2018 – 2020), and has a number of objectives:
- To support broader strategies to bring about a post-COVID-19 economic recovery.
 - To provide certainty and stability for the Government, public service users and public servants over the lifetime of the Agreement.
 - To establish a normalised collective bargaining environment, moving beyond the FEMPI-era restrictions and the COVID-19 pandemic.
 - To maintain the momentum of reform and change exemplified by the public service during this public health emergency.

1.2 Supporting society and the economy

- 1.2.1 The parties to this Agreement are committed to the ongoing development and



improvement of public services to meet the changing needs of citizens, communities, businesses and the staff who deliver public services.

1.2.2 All previous public service agreements have included measures to reform and modernise public services. But the COVID-19 crisis of 2020 saw an unprecedented display of commitment, flexibility, hard work and agility in service provision across the range of civil and public services. Examples included (but were not restricted to):

- The movement of staff, at short notice, to new roles, including a focus on contact tracing in the health sector.
- Agreed mobilisation of health service staff to immediately implement and deliver expert clinical pathways of care in challenging circumstances across the public health system and also supporting services in the private sector.
- The organised and agreed reassignment of health staff to match this demand for services across hospital sites and geographic locations.
- The deployment of innovative methods of patient/family interaction in very challenging circumstances.
- A co-ordinated policy and action response from the Department of Defence and the Defence Forces. A Joint Task Force (JTF) was established to coordinate the Defence Forces' contribution to the pandemic which involved providing support to various Civil Agencies in the national effort, including: contact tracing, setting up and staffing of testing centres, swab testing, provision of logistical support, transport of patients and transport of PPE. Simultaneously, in partnership with local authorities, Civil Defence units were mobilised and activated nationwide.
- The delivery of school and third-level tuition in new ways, including online, in a very short space of time, to ensure continuity of learning for students, and to facilitate the calculated grading system for the Leaving Certificate examination, during the last academic year. The September return to classrooms was then managed and delivered with a determination to ensure that schools and colleges operate safely and can stay open.
- The rapid roll-out of a host of digital solutions across the public service, such as:
 - 'Attend Anywhere' video conferencing tool to enable health professionals to continue to see patients virtually during COVID-19.
 - Training and learning were delivered by virtual and e-learning methods to maintain the delivery of essential public services in a blended working environment.

- Court appearances, rights-based hearings and dispute resolution processes conducted through digital technology.
- Digital recruitment services to ensure continued recruitment to key frontline areas.
- Extensive use of e-prescribing.
- The Department of Social Protection roll-out of additional services such as the Pandemic Unemployment Payment (PUP) and COVID-19 Enhanced Illness Benefit Payment, processing payments to large numbers of people affected during the crisis (12 million payments issued to over 800,000 people under the Pandemic Unemployment Payment since March).
- The design and rapid implementation of the Employment Subsidy Scheme, with over 41,000 employers registered, which has helped protect many jobs.
- The provision of additional supports for victims of domestic violence by the Garda National Protective Services Bureau.
- To ensure continuation of services and supports, An Garda Síochána rapidly implemented a contingency roster at the start of the COVID-19 crisis.
- Implementation of a new online learning approach by An Garda Síochána to ensure the continued delivery of the Foundation Training Programme for Garda, including the development of a Learning Management Platform, all within a short space of time.
- The establishment of community call fora at local authority level, with dedicated helplines and coordination structures and operated by staff redeployed from across local authority service areas.

1.2.3 Public servants and their representatives recognised the seriousness, scale and singularity of the crisis. There has been a high degree of consultation and collaboration between management and staff representatives. Along with Ireland's strong public service ethos, which engendered a committed and determined response to the crisis among civil and public servants, this consultative approach underpinned cooperation and rapid responses to dramatic demands and changes.

1.3 Maintaining the momentum for reform

1.3.1 This Agreement reflects a commitment by the parties to harness this momentum for change to meet the immediate challenges that present in the lifetime of the Agreement, and to prepare for future challenges. These include:




- Continuing the public service response to COVID-19, consulting and preparing for the safe and regulated distribution of vaccines, and returning to the normal delivery of health services that were interrupted by the need to respond to the pandemic.
- Ensuring that schools remain open safely and that challenges in learning that may have arisen for children during the crisis are addressed.
- Managing the national response to Brexit, which will present huge challenges across civil service departments and State agencies.
- Accommodating the potential of remote working where appropriate in line with the Programme for Government and establishing the public service as a driver of best practice in this area.
- Addressing the challenges presented in the public service by digitisation and other new technologies, including the need to retrain, recruit, retain and develop a high performing workforce.
- Sustaining an agile public service that is responsive to the changing needs of citizens, communities and businesses.

1.3.2 In accordance with the Programme for Government, this Agreement aims to sustain the spirit of public service agility and delivery demonstrated during the COVID-19 crisis, with co-operation between public service managers and staff representatives, improved public services, agreement on positive work practice changes, and measurable outcomes.

1.3.3 The parties acknowledge that the extensive provisions of previous public service agreements provide a comprehensive enabling framework for reform. In making this Agreement, the parties re-affirm the provisions of those agreements, including Chapter 2 of the most recent agreement, the Public Service Stability Agreement 2018 – 2020, including where it relates and refers to previous agreements. This enabling framework will continue to support the delivery of the Government's key national level reform plans/initiatives as set out in the Appendix.

1.3.4 The Government's reform agenda includes, but is not limited to, the forthcoming Public Service Reform Plan. The Plan, which will succeed *Our Public Service 2020: Development and Innovation Framework*, will set out a 10-year strategy for reform, and will inform the approach of the parties.

1.3.5 The parties to this Agreement are committed to continue the co-operation with regard to flexibility and change to support effective responses to the challenges posed by COVID-19. The parties agree on the need to look beyond traditional ways of working, where necessary and appropriate, and to manage change to



ensure high quality public services, high performance, the maintenance and development of staff skills and competencies, and the delivery of measurable outcomes for the public. This includes:

- A focus on improved outcomes in terms of how citizens engage with and experience public services.
- Improved delivery channels.
- Greater flexibility and enhanced cross-organisational coordination and planning to reduce the administrative burden on citizens.
- The introduction of new ways of working and delivering services to the public, and shared approaches to back-office functions.
- Investment in public servants to increase and expand capacity, capability and leadership skills, to enable the public service to respond to future challenges.

1.4 The potential for technology to transform service delivery

1.4.1 Through the provisions of this Agreement, the parties agree to further embrace and support the use of technology through:

- Engagement with new and emerging technology, software, mobile applications and other tools in ways that are productive for employees, employers, and the public.
- Streamlined processes and procedures including remote working as appropriate, changes to automate or redesign processes to support the introduction of new systems in the workplace, and changes arising from increased digital delivery of services.
- Sectoral staff upskilling and retraining as jobs and roles and related processes change. This will be closely linked to performance management and will include development of competencies in the areas of advanced and developing technologies, information and communications technology (ICT), human resource management (HRM) systems, financial management systems, project management, communications, data analytics, procurement, military training, and legal and regulatory requirements.

1.5 Improving access to services

1.5.1 The parties recognise that, in certain areas of public service delivery, there is public demand for greater access to services, including increased access outside of traditional hours. The parties recognise the need for engagement on flexibilities to meet the changing needs of the public, and improve service



delivery and productivity. The parties will therefore engage proactively across the following three pillars:

1.5.2 (1) Reforming work practices to increase agility and responsiveness


- The parties recognise the need to build on previous improvements, and to continue to modernise to ensure that work is organised in a manner that best reflects the needs of service- users.
- Where necessary in response to public demand, working arrangements for teams could include extended opening hours for public-facing services, to deliver increased and more accessible services to the public. Where needs are identified, parties will engage on starting and finishing times to meet business needs to ensure cost effective delivery of services.

1.5.3 (2) Increasing capacity through our recruitment and human resource systems

- There will be greater movement of staff across the public service where this is necessary to ensure the delivery of high-quality public services. Where currently applicable the guideline redeployment distance will continue to be 45km from the current work location or the home address, whichever is the shorter commute. However, there will be no redeployment distance applied where an employee is working (and so long as they continue to work) mostly remotely. The parties will engage with a view to developing guidelines in relation to this issue.
- Learning from recent experience, the parties will work to agree mechanisms for the temporary reassignment of staff to meet critical demands as they arise. This will help ensure a swift response to critical demands and evolving priorities including delivering services required during times of crisis.
- The parties will fully support and implement new and revised HR policies and procedures and adhere to principles of simplification of process, increased efficiencies including standardisation and automation, and adherence to good employment practice and related legislative requirements.
- The Department of Education, in consultation with Fórsa, will review whether the existing SNA contract, including the appropriate use of the contracted 72 hours, requires updating in the context of ongoing reform in the area of special education in the sector and changes in employment law.

1.5.4 (3) Maximising flexible service delivery options

- There will be maximum use of innovative and flexible models of service delivery with a focus on outcomes.

- 
- The parties reaffirm their commitment to the appropriate use of direct labour, where consistent with efficient and effective public service delivery.
 - The provisions of recent public service agreements relating to external service delivery will continue to apply.
 - It is acknowledged by the parties that an increase in public service apprenticeship and traineeship registrations is appropriate. It is agreed that apprenticeship and traineeship numbers will expand incrementally, on a sectoral basis. An assessment of manpower requirements and the identification of suitable, sustainable positions will be conducted within 24 months. It is also agreed that public sector apprenticeship and traineeship registration will be monitored over the period of the Agreement in each sector in a manner agreed by the sectoral parties. Recruitment and selection for such positions will also have regard to youth unemployment and local labour requirements.
 - The parties agree that access to work-life balance and family-friendly arrangements, including flexible working and other arrangements, should be available to the greatest possible extent across the public service consistent with business needs and service delivery and local implementation.

1.6 Implementation and reporting

- 1.6.1 Action plans linked to the reform agenda outlined earlier in this Chapter will be developed for each sector of the public service and will be developed by sectoral management in consultation with unions and representative associations in each of the relevant oversight or equivalent sectoral IR structures.
- 1.6.2 These plans will establish objectives, deliverables and timelines, and be submitted to the Secretary General of the relevant Department by 31 March 2021. Plans will be published by the relevant Department.
- 1.6.3 In consultation with unions and representative associations in relevant oversight or equivalent sectoral IR structures, sectoral management will subsequently report on:
 - Delivery on the sectoral action plan, giving detailed information on progress delivery.
 - Compliance with the industrial peace provisions of this Agreement.
- 1.6.4 Secretaries General will submit these reports to the Department of Public Expenditure and Reform at least one month before any scheduled pay increase



under this Agreement. Reports will be published by the relevant departments.


- 1.6.5 The overall arrangements will be jointly overseen by the Department of Public Expenditure and Reform and the officers of the Public Services Committee of the Irish Congress of Trade Unions or other unions or representative associations as appropriate.

2. A new way to address sectoral issues: sectoral bargaining

2.1 Process overview

- 2.1.1 A Sectoral Bargaining Fund will be established to be allocated within sectors under this Agreement. The purpose of the Sectoral Bargaining Fund process is to deal with outstanding adjudications, commitments, recommendations, awards and claims within the terms of the Fund and within the Exchequer funding limit in place. All public servants covered by the Agreement will be encompassed by this process.
- 2.1.2 To balance the need to protect the Exchequer and to address pressure points as identified by trade unions and representative associations a quantum of cost to be expressed as 1% of basic pay¹ will be allocated to this Fund. Grade or sector based pay claims and outstanding adjudications and awards will have to be resolved within this process.
- 2.1.3 In agreement with sectoral management, each Sectoral Bargaining Unit or union/ representative association will have the option of using some or all of the Sectoral Bargaining Fund to address claims appropriate to the process (as per 2.3.3 below) or, in the alternative, to elect for the funds involved to be used as a sectoral pay round.
- 2.1.4 No sectoral or grade-based claims for improvement to pay and conditions will be considered for processing outside of this Sectoral Bargaining Fund process over the lifetime of this Agreement. Accordingly, all agreements reached under this Chapter of the Agreement will be addressed in accordance with 2.3.4 below.
- 2.1.5 Where a Sectoral Bargaining Unit opts to use the Fund to deliver a sectoral pay round, the union(s)/representative association(s) encompassed by that Sectoral Bargaining Unit are agreed that in so doing, they may not pursue any

¹ Basic pensionable pay is to be taken to mean basic pay inclusive of allowances in the nature of pay, which are fixed periodic pensionable allowances and pensionable premium pay.



grade or pay or pay related claims relating to that sector for the duration of this Agreement.

2.2 Implementation process

- 2.2.1 The first step will involve discussions between sectoral management and unions/representative associations, in consultation with the Department of Public Expenditure and Reform and the officers of the Public Services Committee of the Irish Congress of Trade Unions, as appropriate, to fully identify and agree Sectoral Bargaining Units, comprising of groups, grades or categories of public servants within each sector (e.g., nursing). There will be provision for cross sectoral arrangements where appropriate (e.g., grades common to one or more sectors). Discussions will take place to ensure that comprehensive lists, including any new grades, are agreed quickly by the various sectoral management and trade union/representative association sides. Final Sectoral Bargaining Units will be signed off by the parties at sectoral oversight body (or equivalent) level by **end February 2021**.
- 2.2.2 Sectoral management and relevant unions or representative associations will engage on how the Sectoral Bargaining Fund will apply in the case of each identified Bargaining Unit and this engagement will conclude **no later than end March 2021**.
- 2.2.3 Sectoral management will be responsible for engaging with unions and representative associations and with the Department of Public Expenditure and Reform prior to finalising proposals. The work on the proposals by the parties must be completed **by end June 2021**. Proposals, including where the option of a sectoral pay round is exercised, will be submitted to the Department of Public Expenditure and Reform for verification.
- 2.2.4 The date for payment under the Sectoral Bargaining Fund will be as set out in Chapter 3.

2.3 Fund operation

- 2.3.1 It will not be possible to increase the quantum allocated to the Sectoral Bargaining Fund through proposals for productivity savings/measures.
- 2.3.2 The parties agree that this process cannot give rise to unintended cost increasing outcomes which would serve to increase Exchequer costs beyond the allocated quantum.



2.3.3 Issues of a cross-sectoral nature aimed at standardising certain terms and conditions across grades and sectors of the public service will be excluded from such sectoral negotiations, including the following:

- Overtime rates.
- Weekly hours of attendance.
- Annual and sick leave entitlements.
- Pension arrangements.

2.3.4 In cases where identified issues are not capable of being fully addressed within the Sectoral Bargaining Fund:

- The parties will agree which elements or portions are to be implemented within the agreed Fund.
- Where issues are not fully or only partially addressed, these outstanding elements will fall to be addressed in a future Sectoral Bargaining Fund as part of the next Agreement.

2.4 Compliance with procedures and maintenance of industrial peace

2.4.1 Participation in the Sectoral Bargaining Fund process will require full compliance with the terms of the Agreement by the union or representative association concerned, including, importantly, cooperation with the dispute resolution procedures and the maintenance of industrial peace.

2.4.2 Where issues are not resolved at sectoral negotiations the parties will follow the dispute resolution process set out in Chapter 5 of the Agreement.

2.4.3 Participation in the process and the implementation of its outcome will be discontinued for any group that engages in industrial action on matters covered by this Agreement.

3 Pay

3.1.1 This Agreement is an extension of previous public service agreements, including the Public Service Stability Agreement, 2018-2020. This Chapter sets out the agreed approach to public service pay for the period 1 January 2021 to 31 December 2022.

3.1.2 The provisions of previous agreements apply save where varied by this Agreement.



- 3.1.3 The following pay adjustments will apply over the period of this Agreement:
- A general round increase in annualised basic salary for all public servants of 1% or €500, whichever is greater, on 1 October 2021.
 - The equivalent of a 1% increase in annualised basic salaries to be used as a Sectoral Bargaining Fund, in accordance with Chapter 2 of this Agreement, on 1 February 2022.
 - A general round increase in annualised basic salary for all public servants of 1% or €500, whichever is greater, on 1 October 2022.
- 3.1.4 Where an individual is due an amount of pay restoration by July 2021 under Section 19 or by July 2022 under Section 20 of the Public Service Pay Pensions Act 2017, they will not benefit from the general round increase in that year. Where the amount of restoration is less than the general round increase the individual will be eligible to be paid the balance on the date of the general round increase.

4 Haddington Road Agreement and other matters

The parties to this Agreement recognise and accept that certain measures introduced under the Public Service Stability Agreements, including the “Haddington Road Agreement”, are considered outstanding matters to be resolved as part of this Agreement and are to be addressed and implemented as follows.

4.1 Overtime and premia

- 4.1.1 With effect from 1 July 2021, any overtime and premia payments impacted by sections 2.13 and 2.17 of the Haddington Road Agreement, will be fully restored to what pertained prior to July 2013.
- 4.1.2 The parties agree that any costs arising from the unwinding of the overtime rate measures will be managed within allocated overtime budgets and undertake to engage immediately to ensure that the necessary arrangements are articulated in a timely manner by way of relevant circular.

4.2 Additional working hours

- 4.2.1 An independent body will be established by end March 2021 to assess issues arising in addressing this matter pertaining to the Haddington Road Agreement and make appropriate recommendations to be applied equitably across all affected grades, groups, categories and sectors. The body will



consider, and fully take into account, submissions made by the parties to this Agreement and will be tasked to report by end 2021. As part of the deliberative process, the body, will consider:

- The context for the pay and productivity measures within the Haddington Road Agreement.
- The quantification and verification of the additional hours worked by the Haddington Road Agreement grade, group and sector.
- Any associated costs with reference to possible replacement mechanisms, e.g. rostering changes, productivity measures, recruitment, overtime/premia payments, agency staffing.
- The operational, service delivery and administrative implications associated with any reduction in hourly work requirements, including the proportion of hours that support direct service delivery compared with those that provide indirect services.
- The manner in which additional hours contributed to more standardised public service terms and conditions.
- the varying application of the additional hours provision of the Haddington Road Agreement.
- Relevant overtime divisors.

4.2.2 Roll-out of the body's recommendations will be initiated within the lifetime of this Agreement. In this regard, to enable commencement of the recommendations during 2022, on the publication of the Report, an envelope of €150m will be made available under this Agreement across all affected grades, groups, categories and sectors. In the context of the 2023 estimates, having regard to available resources, on publication of the Report, the parties to this Agreement will engage proactively in relation to such provisions as are necessary to roll out any remaining recommendations.

4.2.3 All parties commit fully to this process, and the process and delivery of outcomes are contingent on the parties adhering to the provisions of Chapter 5.

4.3 New entrant teachers

4.3.1 The parties agree that, in final conclusion to the arrangements put in place in September 2018 as part of the Public Service Stability Agreement, 2018-2020, the following measures will be implemented to resolve in full the remaining salary scale issues pertaining to new entrant teachers.



- 4.3.2 New entrant teachers who have been recruited since 1 January 2011, after progressing to point 11 of the teaching salary scale will, on their next increment date, move to point 13.
- 4.3.3 New entrant teachers, recruited since 1 January 2011, who have already reached point 12 or higher on the teaching salary scale, will on their next increment date after the commencement of the Agreement, move one point further than they would under normal incremental progression.

5 Resolving disagreements and ensuring industrial peace

5.1 Guiding principles

- 5.1.1 The parties are committed to ensuring that problems in respect of matters covered by the Agreement, where they arise, are dealt with in an effective and timely way and to participation in the dispute resolution procedures set out in this Chapter.
- 5.1.2 Where disputes arise, they will be subject to a minimum 6 week period of initial bilateral engagement between the parties to the dispute.
- 5.1.3 In this regard, the parties reaffirm their commitments under previous public service agreements, most recently in paragraph 7.1.2 of the Public Service Stability Agreement 2018- 2020, which obliges all parties to:
- Recognise the importance of stable industrial relations and maintain a well-managed industrial relations environment.
 - Ensure that they have well developed communication channels.
 - Seek to resolve problems before they escalate into industrial disputes.
 - Resolve disagreements where they arise promptly.
 - Co-operate with the implementation of change pending the outcome of the industrial relations process conducted in a timely fashion.

5.2 Local engagement

- 5.2.1 If the mandatory exploratory process set out at 5.1.2 does not resolve the matter, disputes will then be considered by, or registered with, the relevant Sectoral Oversight Body or equivalent IR forum.
- 5.2.2 Such mechanisms should seek to resolve disputes at a local level to the



maximum extent possible through regular and proactive engagement as issues arise.

- 5.2.3 Where the matter is not resolved by the relevant sectoral mechanism, either party may refer it to the Workplace Relations Commission (WRC) or, where appropriate, to the Conciliation & Arbitration machinery, for conciliation (save in the scenario outlined at 5.2.6).
- 5.2.4 The parties agree to engage with and complete that conciliation process.
- 5.2.5 Should the matter not be resolved at the conclusion of the WRC or Conciliation machinery's work, it will progress to the Public Service Agreement Group (save in the scenario outlined at 5.2.7).
- 5.2.6 Where both parties agree that the matter being disputed concerns the interpretation of the provisions of this Agreement, it may proceed directly to the Public Service Agreement Group following the initial bilateral engagement.
- 5.2.7 Where both parties agree that a matter can be considered minor and not in breach of the Agreement, it may be referred for arbitration elsewhere and this will conclude the process.

5.3 The Public Service Agreement Group

- 5.3.1 The Public Service Agreement Group (PSAG) will comprise equal numbers of employee representatives nominated by the Irish Congress of Trade Unions; representatives of public service employers nominated by the Department of Public Expenditure and Reform; and an independent Chair appointed by Government following consultation with the parties.
- 5.3.2 All staff representative associations and unions will have equal access to the PSAG and will be afforded full opportunity to represent their members where a dispute involving them arises.
- 5.3.3 The Group will work proactively to:
- Address any anomalies or issues of interpretation that may arise under this Agreement.
 - Address disagreements or problems that have not been resolved through the processes set out at 5.1 and 5.2.
 - Make a determination on whether a dispute shall be determined in accordance with the procedures laid out in the Agreement.

- Make a determination on any matter associated with the correct operation of dispute resolution procedures.
- Adjudicate in the event of a dispute regarding compliance with the outsourcing provisions of this Agreement.

5.3.4 The PSAG will consider matters referred by the parties in the first instance, following which it may:

- Make a recommendation to the parties in relation to the dispute, potentially including the need for further discussion through the resumption of conciliation.
- Assign the matter to a Joint Review Group. The Joint Review Groups shall consist of 2 employee representatives and 2 management representatives including 1 representative from the relevant discipline on both sides. The Joint Review Groups will assess the position of the parties and endeavour to assist within the terms of the Agreement and within the parameters set by the PSAG. Following this, the matter returns to the PSAG for consideration.
- Refer matters of strategic or national importance, with significant implications for the Agreement, to the Tripartite Implementation Body for discussion and decision.

5.4 The Tripartite Implementation Body

5.4.1 The Tripartite Implementation Body (TIB) shall consist of one employer representative, nominated on behalf of public service employers by the Department of Public Expenditure and Reform; one employee representative, nominated by the Irish Congress of Trade Unions; and an independent Chair appointed by Government.

5.4.2 The TIB will be responsible only for matters of strategic or national importance regarding the implementation and interpretation of this Agreement.

5.4.3 The TIB shall consult with the parties as it sees fit and make a recommendation for resolution of the matter.

5.5 Compliance

5.5.1 The delivery of industrial peace is an essential requirement of this Agreement. Accordingly, all forms of industrial action are precluded in respect of any matters relating to remuneration or to any matter covered by this Agreement.

5.5.2 The parties agree to engage and cooperate fully with the processes set out at



5.1 to 5.4 above, including direct engagement between the parties for an initial 6 week period, consideration by the Sectoral Oversight Body or equivalent, conciliation through a third party, and any subsequent decision of the PSAG, including referral and consideration of the matter by the TIB.

- 5.5.3 The parties are agreed that, notwithstanding their continuing right to access the Labour Court/Conciliation and Arbitration Scheme, this shall only be after the processes above are fully exhausted.

Where access to the Scheme is the appropriate mechanism the Scheme will be furnished with the view of the TIB.

Where access to the Labour Court is the appropriate mechanism, the parties shall return to conciliation at the WRC. If a referral to the Court is required, the Court shall be provided with the view of the TIB and any other material the Commission considers appropriate. Where the Labour Court or the Scheme has made a recommendation regarding the matter, the process is concluded.

- 5.5.4 The benefits of the Agreement will be confined to those employees represented by unions in membership of the Irish Congress of Trade Unions or other unions or representative associations which have notified the WRC of their intention to comply with the Agreement.

- 5.5.5 Where such a union or association fails to adhere to the provisions of the Agreement, the benefits of the Agreement will not apply to the relevant staff cohort thereafter.

- 5.5.6 Co-operation with ongoing workplace change and reform initiatives, including those set out in Chapter 1, will be a prerequisite for availing of the benefits of this Agreement.

5.6 No cost increasing claims

- 5.6.1 The parties agree that there will be no cost increasing claims for improvements in pay or conditions of employment by trade unions, Garda and Defence Force associations, or employees during the period of the Agreement.

5.7 Review of Agreement

- 5.7.1 The parties affirm that public service pay and pensions and any related issues shall not be revisited over the lifetime of this Agreement, save where the assumptions underlying this Agreement need to be revisited. In such circumstances, the parties commit to prior engagement.



APPENDIX

Key elements of the Government's reform agenda

Public and Civil Service – the Public Service Innovation Strategy; the Civil Service Renewal Plan; the People Strategy for the Civil Service; and the Public Service ICT Strategy.

Education Sector – Education Strategy 2021-2023; annual Action Plans for Education and underpinning strategies and developments, curricular and assessment reform including Primary curriculum; continued reform of the Junior Cycle, and Senior Cycle reform within Schools; National Strategy to Improve Literacy and Numeracy (2011 to 2020); Digital Strategy; Gaeltacht Education Strategy; Science, Technology, Engineering and Mathematics (STEM) Education Policy Statement 2017-2026; Modern Foreign Language Strategy “Languages Connect” 2017-2026; and Strategy on Education for Sustainable Development.

Higher and Further Education Sector – the Further Education and Training Strategy; Action Plan to Expand Apprenticeship and Traineeship in Ireland 2016-2020 and its successor; the National Skills Strategy 2025; the National Strategy for Higher Education to 2030; the TU Research Network Report 2019; and the National Strategy to Improve Literacy and Numeracy (2011 to 2020).

Local Government Sector – a commitment to ongoing change and reform in the retained and full time fire services in accordance with the terms of reference of the Fire Services National Oversight and Implementation Group (FSNOIG); the process of engagement on the transformation of Irish Water in accordance with the terms of reference of the Irish Water Consultative Group (IWCG); and the library service.

Health Sector – the continued implementation of the Sláintecare vision of universal health care; the Capacity Review 2018 and other major health reforms as determined by Government, including structural reforms; the continued implementation of the Framework for Safe Nurse Staffing and Skills Mix; the Oireachtas COVID-19 committee's recommendations, as may be progressed by Government; and national strategies and health policies designed to support a single-tier health system, high quality and integrated care to maximise health outcomes and improve the health and wellbeing of the people of Ireland.



Justice Sector – *A Policing Service for our Future (APSFF)* is the whole-of-Government plan to implement the Report of the Commission on the Future of Policing in Ireland; a Report which outlined a clear vision and roadmap for strengthening An Garda Síochána and the broader national framework for policing, security and community safety. APSFF is a living plan which is being implemented across 4 phases: *Building Blocks, Launching, Scaling, and Consolidation*. The third phase of implementation – the *Scaling Phase* – commenced in Q4 2020. Ongoing reforms with the Courts Service and reforms with regard to the delivery of immigrant services, including the development of new and emerging ICT strategies.

Irish Prison Service – the Irish Prison Service Strategic Plan 2019-2022; facilitation of family visits and court appearances conducted through digital technology; transition to electronic payment methods and associated removal of cash from prisons and embedding of Regime Management Planning – a safer system of work.

Defence Sector – ongoing reform, modernisation and transformation initiatives, including in relation to the implementation of the White Paper on Defence, 2015 and any recommendations approved by Government arising from the Commission on the Defence Forces.

