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**IMPLEMENTATION  
BODY**

Mr. Duffy,  
Chairman,  
Labour Court,  
Tom Johnson House,  
Haddington Road,  
Dublin 4.

11 November, 2010.

Dear Mr. Duffy,

I refer to the recent meeting with you and the other members of the Labour Court in which the issue of handling disputes, specifically those raising issues of interpretation of the terms of the Public Service Agreement 2010 – 2014 was raised.

The following is the understanding of the members of the Implementation Body of how such disputes should be handled:

- The Public Service Agreement 2010 – 2014, paragraph 1.24, provides that “Where the parties involved cannot reach agreement in discussions on any matter under the terms of this agreement within 6 weeks, or another timeframe set by the Implementation Body to reflect the circumstances or nature of the particular matter, the matter will be referred by either side to the LRC and if necessary to the Labour Court.... The outcome from the industrial relations or arbitration process will be final. Such determination(s) will be made within 4 weeks, or another timeframe set by the Implementation Body to reflect the circumstances or nature of the particular matter.”
- The relevant sectoral implementation body, as a preliminary matter, should be made aware of the disputes arising and ensure that disputes are managed appropriately, in particular to avoid a number of individual disputes on similar issues being referred to the industrial relations machinery.
- It is intended by the Parties to the Agreement that the LRC and Labour Court (or the Public Service Arbitrator in the case of groups comprehended by schemes of Conciliation and Arbitration) will perform their normal function of resolving disputes that arise under the Agreement, albeit with agreement between both parties that disputes can be referred quickly and that they will be bound by the determination of the Court.
- It would be normal that the terms of the Agreement would be applied by the LRC/Court to the facts of the dispute. This may involve reviewing the terms

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of the Agreement and interpreting whether, or how, they apply to the facts of the dispute.

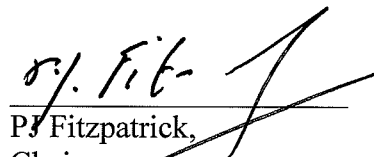
- If a matter of interpretation is at issue, it should be raised at an early stage by the parties to the dispute.
- In certain instances, however, a party to a dispute may raise a fundamental issue about the intention of the parties when they agreed to a particular clause of a Sectoral Agreement. Where such an issue arises which does not have application beyond the sector involved, it should be considered by the parties to the Agreement represented in the Sectoral Implementation Body in the first instance. The view of that body as to the intention of the parties should be confirmed to both sides and included in the material submitted to the LRC/Labour Court (the Implementation Body should be provided with this material also). If the Chairperson cannot resolve the matter, the matter should be raised with the Implementation Body. This should be done in advance of the LRC/Labour Court hearings, as otherwise there may be a delay in processing the matter before the LRC or the Court.
- In any instance where a fundamental issue is raised by a party to a dispute as to the intention of the Parties to the General Agreement (i.e. Chapter 1) or where a dispute as to the intention of the parties to a Sectoral Agreement cannot be resolved by the Sectoral Implementation Body or has general application, the matter should be referred to the Implementation Body. The view of that body as to the intention of the parties should be confirmed to both sides and included in the material submitted to the LRC/Labour Court. This should be done in advance of the LRC/Labour Court hearings, as otherwise there may be a delay in processing the matter before the LRC or the Court.
- There may be situations where the Implementation Body may seek the assistance of the Labour Court in reaching a determination on a matter of interpretation.

The question of handling disputes under the terms of the Agreement that may increase costs was also raised. As was the case in previous Agreements, the parties to this Agreement have agreed under paragraph 1.27 of the Agreement that no cost increasing claims for improvements in pay or conditions of employment will be made or processed during the lifetime of the Agreement. Ciaran Connolly, Secretary General, PSMD wrote to the Public Service Executive of the ICTU in June 2010 confirming that it was the intention of public service managements to continue to operate in relation to minor claims on the same general basis that they have operated in previous agreements, most recently the *Towards 2016* agreement, with the exception of minor claims relating to remuneration, the award of which is precluded under the terms of the Financial Emergency Measures in the Public Interest (No. 2)

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Act, 2009. I understand that the Department of Finance intends to issue guidance to all Government Departments to assist public service management in this regard.

Yours sincerely,

  
P. Fitzpatrick,  
Chair,  
Implementation Body.