

Reference ID: PAC24

PAC Letter Ref: S1399 PAC33

Query: Whether RTÉ paid any additional compensation to contractors or freelancers who accepted direct contracts of employment with RTÉ, arising from the Eversheds Sutherland report

Response:

As part of the governing principles of the Eversheds Sutherland contractor review process as agreed with the TUG the issue of retrospection was at clause 12 and was to be discussed at the end of the process. In 2022 RTÉ entered facilitated discussions with the TUG. These discussions were externally and independently facilitated by Sheila Nunan former President of ICTU and former Secretary General of INTO and Liam Doherty Senior Partner Stratis Consulting, over several months and led to a final proposal being offered to the affected employees. An ex-gratia lumpsum of between €2.5k and €17.5K was offered to individuals depending on when they first worked for RTÉ and the full-time equivalent of the contract offered to them as part of the ES contractor review process. For example if an employee had first worked for RTÉ in 2013 and accepted full-time (100%) employment they were offered an ex-gratia lumpsum of €17,500. Also gross payments of between €750 and €5000 were offered to individuals who had children between 2013 and up to when they accepted employment.

Attached is the final document.

Strictly Private and Confidential

Final Proposal from Joint Facilitators to RTE and The TUG

Background

In February 2019 RTE and The TUG agreed a set of Governing Principles as part of a Contractor Review exercise which became known internally as the Eversheds Process. It was agreed between the parties that *“This process is without prejudice to either parties position on retrospection. The parties will meet following the conclusion of this process to deal with any matters arising at that point.”*

Sheila Nunan and Liam Doherty were nominated by the TUG and RTE respectively, to assist the Parties in discussions on the issue of Retrospection. Both RTE and the TUG committed to engaging constructively with the independent Facilitators to progress matters to an agreed outcome.

The Proposal

Fundamentally, the Proposal is intended to provide an IR solution to a significant challenge that the Parties wish to resolve by agreement. The Proposal is not intended to provide a basis for a claim in any other Forum nor does it preclude any individual from pursuing a case should they decide not to accept these terms.

This Proposal only applies to current RTE employees who were part of the ‘Eversheds Process’ and is not intended to have any wider application. This comprehensive Proposal is being put forward by the Facilitators as a solution to the ‘retrospection issue’ on the basis that it is being recommended, by the Facilitators for acceptance by both parties as the best terms available from the agreed IR process. It will be up to each employee in scope to make an informed decision on the terms set out below based on their individual circumstances:

1. Recognition of Past Continuous Service – RTE will propose a service commencement date for each Employee that will be recognised as the start date for any future Redundancy calculations, mortgage application purposes and any service-related annual leave. This will be based on the SCOPE assessment and should be forwarded to each person covered by this Proposal by the 31st August 2022.
2. Maternity leave –any staff member covered by this agreement who would have been entitled to Maternity leave will receive a top up payment of 5,000 (via payroll) per Maternity leave period. This will apply to verified Maternity leave for the period 1st Jan 2013 to the formal acceptance of their employment contract in 2019.
3. Paternity Leave - any staff member covered by this agreement who would have been entitled to Paternity leave will receive a top up payment of 750 euro (via Payroll) per Paternity Leave period. This will apply to verified Paternity

leave for the period 1st Jan 2013 to formal acceptance of their employment contract in 2019.

4. Ex Gratia Lump sum – the Joint Facilitators are aware that the employees covered by this process are a very diverse grouping in terms of service , earnings and working hours. Therefore, we believe that the fairest approach is through a schedule of ex gratia payments which should be applied on a pro rata basis, (based on the 2019 contract FTE offer).

For the avoidance of doubt, this proposal applies to Current Employees, within the Eversheds process who were offered and accepted an employment contract in 2019 and were classified by RTE as providing Freelance Services within the range of dates set out below. Eligible Staff can draw the relevant lump sum (via Payroll) or as an AVC contribution into an approved Pension Scheme.

1 st Jan 2013 - 31 st Dec 2013	= 17,500
1 st Jan 2014 – 31 st Dec 2015	= 12,500
1 st Jan 2016 – 31 ^s Dec 2017	= 10,000
1 st Jan 2018 – Feb 2019	= 5,000

(Note: A Minimum payment of 2,500 will apply to each staff member in scope regardless of their FTE status.)

5. Adjudication process - The Parties will establish an agreed Adjudication process to deal with any issues or disputes relating to Points 1-4 above. The Decision of the Adjudicator will be accepted by the Parties.
6. Any staff member who accepts this proposal will be expected to sign a compromise agreement in full and final settlement of all claims relating to this matter.
7. RTE and TUG should meet to agree a Joint Communications Plan for staff in scope to ensure they are aware of the overall terms of this proposal, the proposed payment due, the Appeals process if applicable and the timeframe for acceptance.
8. This process should be completed in its entirety by 30thSeptember 2022 to enable staff to make an informed decision and receive any payments due

Finally, the above proposal is intended to represent a balanced and fair outcome for all Parties and if accepted, will avoid the pursuit of more costly and time consuming alternatives where the outcome will also be uncertain.

Sheila Nunan

Liam Doherty

Date 10th August 2022