



Tithe an  
Oireachtais  
Houses of the  
Oireachtas

## **(Scheme for Secretarial Assistance)**

Scheme for the Provision of Secretarial Assistance  
for Members of the Houses of the Oireachtas  
and Qualifying Parties

Revised February 2020



# Table of Contents

1.	Overview of the Scheme for Secretarial Assistance	2
2.	Members’ Staffing Entitlements	5
3.	Party Staffing Entitlements	7
4.	Terms and Conditions of Employment	9
5.	Administration of Scheme	23
6.	Maintaining a Positive Working Environment	25
7.	Summary of Superannuation Scheme	27
8.	Pay Scales	35
<b>Appendix A – Circular 10/2017</b>		39
<b>Appendix B – PA Application Form</b>		54
<b>Appendix C – Template Contract of Employment</b>		67

## Contact Information

**HR Unit for Members:** (01) 618 3273/[hrmembers@oireachtas.ie](mailto:hrmembers@oireachtas.ie)

**One Stop Shop:** (01) 618 4693/[one.stop.shop@oireachtas.ie](mailto:one.stop.shop@oireachtas.ie)

**Oireachtas Tax/Employer’s Registration No.:** 40000910

# 1. Overview of the Scheme for Secretarial Assistance

## Provision of Secretarial Facilities by the Houses of the Oireachtas Commission

The Houses of the Oireachtas Commission (“the Commission”) has the power to regulate the provision of “secretarial facilities” to Members and “qualifying parties”<sup>1</sup>. This function transferred from the Minister for Finance on the establishment of the Commission on 1 January 2004.

“Secretarial facilities” are not defined in legislation but is generally taken to be a wide term encompassing;

- staff employed under the Scheme for Secretarial Assistance (“the Scheme”);
- ICT equipment e.g. PCs and printers;
- office equipment such as shredders;
- printing facilities and graphic design services.

Secretarial facilities do not include telephone and postal facilities or Members’ allowances which are separately regulated by the Minister for Public Expenditure and Reform.

<sup>1</sup> A qualifying party is defined in legislation as a political party registered in the Register of Political Parties which contested the last preceding general election or any subsequent bye-elections and which had a member or members elected to Dáil Éireann or elected or nominated to Seanad Éireann at that general election or at any subsequent bye-election.

Since the transfer of functions to the Commission in 2004, there have been a number of policy decisions in relation to the Scheme (such as the allocation of additional resources in 2005 – allowance or additional member of staff) and these have been provided, where appropriate, in Regulations of the Commission (or of the Minister, as the case may be).

There have also been a number of administrative decisions which impact upon the operation of the Scheme. This publication is intended to provide:

- an overview of the Scheme, including the respective responsibilities of the Commission and the Minister for Public Expenditure and Reform (who sanctions terms and conditions of employment), and
- the rules of the Scheme which are administered by the Houses of the Oireachtas Service (the “Service”) on behalf of the Commission.

### **The Scheme for Secretarial Assistance – “the Scheme”**

Under the Scheme, Secretarial Assistants, Administrative Assistants, Parliamentary Assistants, Administrators, Senior Administrators and Chefs de Cabinet are directly employed by Members and by qualifying parties but are paid by the Commission. The Commission also regulates the number of staff employed under the Scheme and has oversight of the operation of the Scheme. However, the Minister for Public Expenditure and Reform retains authority for terms and conditions of employment (e.g. pay and hours of work) under the Scheme.

This document sets out the factual basis of the Scheme and is intended as a first point of information. Staff and Members are encouraged to contact the HR Unit for Members or their Party Administrator (if any) with any queries they may have on the operation of the Scheme. In addition, the Oireachtas intranet site – the Plinth – provides general information and electronic copies of all forms/contracts/documents etc.

Members are advised to read this document in conjunction with the ***Employers' Guide to Human Resources*** which gives practical advice and guidance on how to manage employment issues. The Guide contains information to assist Members in meeting their legal obligations as employers and promotes good people management practices. Copies of the Guide are available from the HR Unit for Members. Please also note that these documents provide information and guidance and are not intended to be complete or authoritative statements of the law.

For further information please contact the HR Unit for Members at (01) 618 3273 or by emailing [hrmembers@oireachtas.ie](mailto:hrmembers@oireachtas.ie)

*HR Unit for Members*

February 2020

## 2. Members' Staffing Entitlements

Members are entitled to employ staff as set out below. It is important to note that Members are the employers and have certain obligations (see Employers' Guide to Human Resources). The role of the Commission/the Service is simply to provide payroll and other administrative services.

### Deputies:

Members of Dáil Éireann are entitled to one full-time Secretarial Assistant. In addition, they may choose one of the following:

- Engagement of one full-time Parliamentary Assistant (enabling a Deputy to have a Parliamentary Assistant in addition to the staff allocation through HR Unit for Members of one Secretarial Assistant), or
- An annual allowance of €41,092 fully vouched for secretarial assistance by employing a Temporary Vouched Employee (TVE) or a contract for service to undertake defined work such as secretarial assistance, PR, IT (but not web related) or training.

### Senators:

Members of Seanad Éireann are entitled to 50% of one Secretarial Assistant. In addition, they may choose one of the following:

- An additional 50% of a Secretarial Assistant (enabling a Senator to have one full time Secretarial Assistant), or

- An annual allowance of €20,546 fully vouched for secretarial assistance by employing a Temporary Vouched Employee (TVE) or a contract for service to undertake defined work such as secretarial assistance, PR, IT (but not web related) or training.

### Group Co-ordinators

In the 32nd Dáil, the Houses of the Oireachtas Commission agreed to provide an additional Secretarial Assistant to Members who act as Group Co-ordinator for technical groups made up of independent members, and provided for this allocation in S.I. 599 of 2016 which allocated secretarial facilities to Members and to Political Parties.

### Officeholders:

Since the beginning of the 32nd Dáil, officeholders are no longer entitled to employ a Personal Secretary and Personal Assistant in their relevant Government Department. Instead, Ministers and Ministers of State are entitled to employ a Secretarial Assistant and a Parliamentary Assistant under the Scheme for Secretarial Assistance. The Ministers continue to be the employer of these staff, and their salaries are paid by the Houses of the Oireachtas Service.

In addition, officeholders are entitled to draw down their entitlements under the Special Secretarial Allowance. Details of amounts payable and the purpose of these allowances are available from the One Stop Shop in Leinster House 2000. Alternatively, the One Stop Shop can be contacted at extension 4693 or at [one.stop.shop@oireachtas.ie](mailto:one.stop.shop@oireachtas.ie).



### 3. Party Staffing Entitlements

Additional staff resources for “qualifying parties”, over and above the individual entitlements of Members outlined in the previous chapter, are allocated by the Commission as soon as may be practical following a General Election.


Staffing allocations made to parties are expressed in terms of Secretarial Assistant positions. In order to allow flexibility to parties to hire staff at different grade levels, a points mechanism exists whereby each grade has an equivalent “points value”. Staffing allocations to parties are expressed in terms of Secretarial Assistant positions which have been given a points value of 33. Parties can then use their total amount of points to hire staff at various grades, so long as they are within their overall “points allocation”. See point values below:

Grade	“Points value” based on cost
Secretarial Assistant	33
Administrative Assistant	39
Parliamentary Assistant	45
Administrator	49
Senior Administrator	70
Chef de Cabinet	92

By way of example, if a party was allocated three Secretarial Assistant positions by the Commission following a General Election, then those positions would have an overall value of 99 points ( $33 \times 3$ ). The party could decide to employ, for example, either:

- Three Secretarial Assistants ( $33 \times 3 = 99$ ),
- Two Administrators ( $49 \times 2 = 98$ ),
- One Senior Administrator plus a part-time Secretarial Assistant ( $70 + 16.5 = 86.5$ ),
- One Chef de Cabinet (92).

## 4. Terms and Conditions of Employment



Please see the ***Employers' Guide to Human Resources*** for details of the obligations of Members and parties as employers. This Guide is available from the HR Unit for Members at ext. 3273.

### (a) Working Hours

Staff employed under the Scheme are required to work a basic 41 hours per week including lunch breaks. In addition, staff may be required to work outside normal office hours or be required to work overtime as may be necessary from time to time. There are limits on the level of overtime which can be paid. At all times, claims should only be submitted for overtime hours worked.

### (b) Payment

- Pay scales for staff employed under the Scheme are set out in Section 8.
- Staff employed under the Scheme are directly employed by Members or Parties and are not, therefore, civil or public servants. They are not required to pay the Annual Superannuation Contribution (the so-called “pension levy”).
- All staff are paid weekly by Electronic Funds Transfer.

### (c) Probation Period

- For the first six months of the employment, staff shall be employed on a probationary basis. The employer reserves the right to extend this probationary period, in writing to the staff member, for a further period of up to six months as he/she deems necessary for the purposes of assessing the staff member's suitability for the position.  
**During this period or extended period, either party may terminate this employment on provision of one week's prior written notice, or in the case of the employer, one week's salary in lieu of such noticeent of 8% of gross salary per pay period or within a 12 month period.**

### (d) Recovery of Overpayments

- Overpayments of salary, allowances and expenses do occur from time to time for a number of reasons. *The Payment of Wages Act, 1991* (Section 5(5)), sets out the rights of employers and employees in relation to overpayment of wages, allowances or expenses from his or her employee(s) salary.
- Staff must immediately report instances where they are aware that they may have been overpaid in their salary. Any monies incorrectly paid to the staff member may be deducted from other monies due either via salary payments or any severance payments made at the termination of employment.
- Procedures for recoupment of overpayments, as presented by the Department of Public Expenditure and Reform circular 10/2017 are attached at Appendix A.

- Where a staff member takes unplanned unpaid leave, unpaid leave at short notice, or exceeds the permitted limits for uncertified sick leave, the full amount of the overpayment will be recouped in full **at the first available opportunity**, and where the amount exceeds the gross salary, all subsequent pay dates until the amount is fully recouped.
- All monies owed should be returned as soon as possible with a minimum payment of 8% of gross salary per pay period or within a 12-month period, whichever is the shorter.

#### (e) Contract

As this is a Fixed Term/Specified Purpose (Dáil to Dáil) contract of employment, termination is in accordance with the duration of the contract, i.e. the term of a Dáil or Seanad, or the date on which the employer ceases to be a Member, whichever is the earlier. *The Unfair Dismissals Acts 1977 to 2007* shall not apply to a dismissal consisting only of the expiry of the term of the contract. Notwithstanding the above, a contract may be terminated forthwith with or without notice for any of the following:

- i. any serious or persistent breach of any of the provisions herein contained;
- ii. misconduct (serious or persistent);
- iii. incompetence;
- iv. redundancy;
- v. failure to possess or maintain any necessary skills despite his or her having received any appropriate and reasonable guidance, instruction, or training;

- vi. statutory or legal requirements incompatible with the performance of this contract;
- vii. incapacity;
- viii. failure to carry out reasonable instructions;
- ix. any serious act of dishonesty or repeated acts of dishonesty; or
- x. any other substantial reason or circumstances.

The appointment may be terminated by either side in accordance with the *Minimum Notice and Terms of Employment Acts 1973 to 2005*.

A template contract of employment is attached at Appendix B.

A new employee cannot be placed on the payroll without confirmation that a contract has been provided to them by their employer. A copy of the contract must be provided to the HR Unit for Members along with all other required paperwork.

#### **(f) Incremental Credit**

This allows staff, at the grade of Secretarial Assistant only, to be appointed above the minimum point on the pay scale when they start employment. Secretarial Assistants can apply for incremental credit in respect of previous relevant public or private sector experience.

#### **Incremental Credit will be given on the following basis:**

In the case of previous public sector employment:

- One increment per year for the first five years of relevant qualifying service,
- Six increments for an employee with previous relevant qualifying service of six to ten years,

- Seven increments for an employee with ten or more years of relevant qualifying service.

In the case of previous private sector employment:

- One increment per year for the first four years of relevant qualifying service.

Qualifying service for this purpose means **actual service less three years**.

Any staff member who considers that they may be eligible to qualify for incremental credit under the above criteria should submit an application form, available from the HR Unit for Members, together with a letter of verification from each previous employer which the application is based on. This letter should be on company headed paper and must contain the following:

1. The dates of employment (start date & end date).
2. State whether the employment was full time or part time.  
If part time, the weekly contracted hours must be provided.
3. Job title and a brief description of the duties carried out.

Claims for incremental credit can only be considered upon receipt of a signed copy of verification of employment for the specified periods from former employers. It is at the discretion of the HR Unit for Members to deem experience relevant in order to qualify.

### **(g) Parliamentary Assistants – Qualifying Procedure**

Parliamentary Assistants can only be employed following successful completion of a qualification assessment procedure which requires an application to be made demonstrating certain competencies and educational qualification/work experience – see application form appended at Appendix C. This qualification procedure is administered by the HR Unit for Members and the assessment of qualification is outsourced to a qualified company which provides HR services.

### **(h) Sick Leave**

Employees may receive pay during sick leave subject to the terms and conditions specified by the Department of Public Expenditure and Reform. Any queries can be addressed to the HR Unit for Members or to the Party Administrator (if any).

The following sick leave provisions were implemented as of 31st March 2014:

- Full pay during properly certified sick absence, provided there is no evidence of permanent disability for service, may be allowed up to a maximum of three months (92 days) in one year, followed by a maximum of three months (91 days) on half pay in that year, subject to a maximum of six months (183 days) paid sick leave in any rolling period of four years or less.
- However, when an individual becomes incapacitated as a result of critical illness or serious physical injury, and has supporting medical evidence for an extended period of sick leave, the individual may, on an exceptional basis, be granted paid sick leave extended up to a maximum of six months on full pay, followed by a maximum of six months on half pay in any rolling four year period. This extended sick



leave must be applied for and a decision will be made by the HR Unit for Members, based on the advice of our occupational medical health advisors.

- For the purposes of calculating the periods of sick leave on full and half pay, three months and six months are, where sick absence is not continuous, reckoned as 92 days and 183 days, respectively, including Saturdays, Sundays and public holidays falling within a period of sick leave.
- Staff in their first six months of employment under the Scheme have a reduced entitlement to paid sick leave on a pro-rata basis which is 12 days on full pay and 12 days on half pay.
- Once pay on sick leave has ceased owing to the operation of the maximum limit, it cannot be resumed during the same absence.
- Pay on sick leave for single or two-day absences only, in total not exceeding seven days in any period of twenty-four months, may be granted without a medical certificate. If the number of days absence without medical certificates in any period of twenty-four months (reckoning backwards from the date of the latest absence) exceeds seven, the excess will be deducted from the annual leave allowance of the staff member for the current leave year or pay may be reduced to recoup days. If annual leave allowance has been exhausted, the excess will be deducted from the annual leave allowance of the next succeeding year. Staff members should note that where days of sick leave absence are not covered by medical certificates they are included in calculating their total sick leave and may result in a reduction in pay on sick leave entitlement.

- Where the entitlement to paid sick leave has been exhausted, a staff member whose service would render them eligible for pension if s/he were retired on grounds of ill health at the end of the period of paid sick leave may, subject to certain conditions, be granted further leave with pay on Temporary Rehabilitation Remuneration (TRR).
- Subject to certain conditions, sick leave without pay may be granted to staff members who have exhausted the maximum period of sick leave with pay allowable to them and whose service does not qualify them for paid sick leave on Temporary Rehabilitation Remuneration.
- Any and all Illness Benefit payments from the Department of Employment Affairs and Social Protection (DEASP) in respect of paid periods of absence must be made to the Service. In turn, the Service continues to pay the employee's normal weekly salary.
- **No payment on sick leave will be made without the required medical certificates and DEASP Illness Benefit application form (IB1 form, and subsequent MED1 weekly/monthly certs).**
- Where it is anticipated that a staff member will be absent for six weeks or more due to sick leave, upon receipt of relevant medical certificates and a doctor's note confirming same, an additional, temporary employee may be hired by the Member or party to cover the absence.
- Staff should ensure that the Member/party with whom they are employed is notified regarding sick leave, including periods of extended sick leave and anticipated return dates.

### **(i) Maternity Leave**

Staff are entitled to 26 weeks maternity leave on full pay. They may also take up to 16 weeks unpaid leave immediately after maternity leave has been taken. All Maternity Benefit payments from the Department of Employment Affairs and Social Protection must be made to the Service. In turn, the Service continues to pay the staff member's standard weekly salary. Staff should ensure that the Member/party with whom they are employed, as well the HR Unit for Members, are notified regarding maternity leave and any unpaid maternity leave. Members/parties may hire an additional, temporary employee to cover the period of maternity leave.

### **(i) Paternity Leave**

The *Paternity Leave and Benefit Act 2016* allows for statutory paternity leave of two consecutive weeks for new parents (other than the mother of the child). This leave may be taken at any time within the first six months following the birth or placement of the child. Staff are entitled to full pay during this period of leave, but all Paternity Benefit payments from the Department of Employment Affairs and Social Protection must be made to the Service.

### **(k) Parent's Leave**

Parent's Benefit is a scheme payable to parents who take parent's leave from their work within their child's first year which came into effect from 1st of November 2019. A payment of €245 per week is paid by the Department of Employment Affairs and Social Protection for the period of the parent's benefit. It is available for any child born or adopted on or after 1 November 2019. Parent's Benefit can be paid for either two

consecutive weeks or two separate weeks within the first year of your child’s life. You can receive Parent’s Benefit at any time within the first year following the birth or adoption placement. This payment is not currently being topped up by the Houses of the Oireachtas.

(I) **Annual Leave**

The annual leave year is from 1st April to 31st March each year. It is the responsibility of each Member/party, as the employer, to monitor and administer annual leave for their employees. Annual leave entitlements are as follows:

Grade	Annual Leave Entitlement
Secretarial Assistant	20 days
	21 days – after 5 years’ service
	22 days – after 10 years’ service
Administrative Assistant	21 days
	22 days – after 5 years’ service
	23 days – after 10 years’ service
Parliamentary Assistant	21 days
Administrator	27 days
	28 days – after 5 years’ service
	29 days – after 10 years’ service
Senior Administrator	30 days
Chef de Cabinet	30 days

- Administrative arrangements in respect of annual leave are the responsibility of the Member/Party Administrator.
- Under the *Organisation of Working Time Act 1997*, full records of employees' annual leave must be retained by the Member/Party Administrator, and treated in a confidential manner in accordance with data protection legislation, for a period of three years.
- Work-sharers annual leave is calculated on a pro-rata basis, i.e. a 50% Secretarial Assistant is entitled to 20 days x 50% = 10 days per year.
- Staff can carry forward no more than 10 days annual leave from leave year to the next, and this leave must be used within the first six months of the new leave year.
- Temporary staff covering periods of sick and maternity absence must take all accrued annual leave during the period of the temporary contract.

### (m) Parental Leave

Since 1st September 2019, unpaid parental leave of up to **22 weeks** per child can be availed of by parents before the child reaches 12 years of age. In the case of a child with disability or long-term illness, the upper age limit is 16 years. Where an employee has more than one child, parental leave is limited to 22 weeks in a 12-month period. From 1st September 2020, this limit will increase to **26 weeks**. Parental leave entitlement for part-time employees is calculated on a pro-rata basis.

Employees may take parental leave as one or more continuous periods of leave/absence, or else by reducing their work pattern to take a number of days leave per week. Employees availing of periods of unpaid parental leave can be temporarily replaced for the period of their leave.

A copy of the child's birth cert must be returned to the HR Unit for Members along with an application form before parental leave can be taken.

For more information on parental leave, or any other form of employee leave, please contact the HR Unit for Members at (01) 618 3273 or by emailing [hrrmembers@oireachtas.ie](mailto:hrrmembers@oireachtas.ie).

### (n) Voluntary Early Retirement/Severance (VER)

- A VER package can be made available to staff employed under the scheme for Secretarial Assistance who are under the age of 65 and who cannot secure a contract in the Dáil or Seanad after a General Election. **The VER package is not provided in the employment contracts as it is not guaranteed – the VER is a matter at all times for the Minister for Public Expenditure and Reform.**
- The VER payment approved by the Minister for Public Expenditure and Reform at the 2020 Elections consisted of four weeks per year of service. In addition, all service in the Scheme before the 31st Dáil (i.e. February 2016) accrued a supplement of one third – the supplement is subject to a maximum of 28 weeks.
- For new entrants recruited with effect from the 33rd Dáil, the Minister has introduced a cap to the VER payment, in line with the Collective Agreement on Redundancy Payments. This limits any payment to 2 years' salary or half pay to normal retirement age, whichever is the lower. The limit of 2 years' pay/half pay to normal retirement age is to be applied to the combined total of: (a) the Severance amount less the retirement lump sum element, plus (b) any Statutory Redundancy.

- Note, the acceptance of a VER payment eliminates any future right to pension lump sum at 60 (for staff with service prior to 4th March 2011) or 65 years of age (for staff first employed under the Scheme from 5th March 2011) and a VER application form must be signed to that effect before receiving a VER payment. However, the entitlement to a pension payment continues.
- A VER is paid in addition to any Statutory Redundancy which may be payable.
- A person who is employed under the Scheme for Secretarial Assistance within 12 months of receipt of a VER payment must repay the VER, plus any compound interest accruing, if they propose to take up an offer of employment under the Scheme. **In the case of employment within 12 months of receipt of a payment, a repayment schedule must be agreed with the HR Unit for Members prior to the awarding of any contract of employment.**
- A VER, where payable, is calculated on actual service only. Purchased service is not reckonable for VER calculations. However, purchased service will be reckonable for pension and lump sum purposes under the Superannuation Scheme.

### (o) Travel Expenses for Attendance at Training Courses

Staff members travelling to training courses arranged by the Oireachtas Training Unit may be entitled to claim for expenses incurred as a result of their travel. Original receipts of public transport expenses only must be submitted in support of the claim. Taxi fares and parking charges are not refundable. Domestic air travel may be used but only where it is the most cost-efficient option.

The subsistence allowance is intended to meet incidental expenses which persons might be expected to incur while travelling but is not intended to meet the whole cost of subsistence when absent from home or headquarters and is not intended to be a source of emolument or profit. Subsistence rates are set by the Department of Public Expenditure and Reform and are reviewed regularly.

If the staff member is required to travel before 6.30 a.m. in order to be able attend a training course they are entitled to travel the night preceding the training course and claim vouched accommodation expenses up to but not exceeding the overnight rate. Public transport should be used at all times.

For more information, or for Travel & Subsistence Expenses Claim Forms please contact the HR Unit for Members.



## 5. Administration of Scheme

- Work sharing is allowed, subject to a maximum of two staff members per post.
- The Commission has approved that overtime may be claimed to a maximum of eight hours per week per post (excluding posts at Senior Administrator and Chef de Cabinet grades as they are non-overtime grades). Where there is more than one staff member in a post, overtime may be split on a pro-rata basis, but the division of overtime is a matter for the Member.
- Payments, including salary payments, cannot be backdated beyond four weeks.
- Staff must be employed in one grade only, e.g. either as a Secretarial Assistant or as a Parliamentary Assistant, but not part-time at both grades.
- A minimum of three weeks notification of staff changes must be provided to the HR Unit for Members so that salary overpayments can be avoided. Party Administrators must also be notified of all changes.
- Claims for payment for bank holidays by work-sharers must be submitted within six months. All claims outside of this period will be settled by the allocation of additional annual leave.
- If a staff member is certified absent from work due to illness or injury for a continuous period of six week or more, the employer may be entitled to hire a temporary staff member to cover this absence.

- The duration of employment of temporary staff covering long-term absences (i.e. absences of 13 weeks or more illness or maternity leave) can be extended by a period of not more than one week upon the return of the staff member who was absent. In the case of maternity leave, this “hand over week” may alternatively be worked the week before the commencement of leave.
- Staff employed under the Scheme should note that in the event of a relevant request under the Freedom of Information Acts, their names will be released in accordance with a decision of the Office of the Information Commissioner.
- Provisions relating to Termination on Notice, Confidentiality, Data Protection, Information Systems and Changes to Terms and Conditions are set out in the template contract of employment attached at Appendix B. Template contracts for staff employed by Senators, Group Co-ordinators and political parties are available from the Party Administrators, the HR Unit for Members and on the Plinth.

## 6. Maintaining a Positive Working Environment



- The Commission is committed to maintaining a positive working environment where those working the parliamentary workplace are safe from any form of harassment, sexual harassment or bullying.
- In 2019, the Commission adopted a common set of standards to ensure that all those working in the Parliamentary Workplace are treated with dignity and respect. The *Dignity and Respect Statement of Principles and Policy* includes resolution mechanisms for Members and political parties as employers to adopt to deal with issues under the policy. Copies of the policy are available on the Plinth or in hard copy from the HR Unit for Members or the Party Administrators.
- Whilst the Statement of Principles apply to all who work in the parliamentary community, adoption of the policy and procedures is on a voluntary basis to assist Members and political parties as employers to have procedures in place that comply with relevant legal and standard codes of practice. If your employer has not adopted the Dignity and Respect Policy, they should notify you of the alternative arrangements in place for bullying, harassment and sexual harassment complaints or concerns.

- Under the policy the role of the Designated Contact Person is carried out by an independent contractor via the Dignity and Respect Helpline; Tel: 1800 313 638; email: [dignityandrespect@healthassured.co.uk](mailto:dignityandrespect@healthassured.co.uk). The Dignity and Respect Helpline is the first point of contact for anyone experiencing issues relating to bullying, harassment or sexual harassment and is available Monday to Friday from 9 a.m. to 5 p.m.
- There is a Workplace Support Programme in place for Members, their staff and the staff of Political Parties. The services provided under the programme include a secure and confidential telephone helpline, telephone and face-to-face counselling sessions to a maximum of 6 counselling sessions per case, and a dedicated website/online support system providing topical health and well-being information. Tel: 1800 201 346; [www.inspirewellbeing.ie/workplaces](http://www.inspirewellbeing.ie/workplaces).

## 7. Summary of the Superannuation Scheme

All staff employed under the Scheme for Secretarial Assistance are automatically members of the *Superannuation Scheme for Officers employed under the Scheme for the provision of Secretarial Assistance for Members of the Houses of Oireachtas and Qualifying Parties* (“the Superannuation Scheme”).

### Summary Details of the Superannuation Scheme

- It is a non-contributory scheme. There will be no deductions noticeable in employees’ payslips, however pensionable service will be accruing.
- Staff must have accrued a minimum of two calendar years’ service within the Scheme in order to qualify for benefits.
- It is a Defined Benefit (DB) pension scheme.
- Membership ceases at age 65. Should staff continue working beyond age 65, any service after that age will not be pensionable. In cases where staff continue to work beyond age 65, pension lump sum payments will automatically be paid at their 65<sup>th</sup> birthday
- There is no cover in respect of spouses and children at present. A spouses and children scheme can be provided, if so requested by the representatives of the staff. However, such a scheme would be contributory. A spouses and children scheme, if introduced, would be optional in the case of staff serving at the time of its introduction, but compulsory in the case of all new staff appointed after that date.
- Special arrangements can apply in the case of an early resignation on ill-health grounds, where an employee’s superannuation benefits may be drawn down early without actuarial reduction.

## Service which will reckon in calculating your pension entitlement under the Superannuation Scheme

- All service under the Scheme for Secretarial Assistance since it was first introduced in 1975.
- Whole-time service prior to 1975 providing secretarial assistance to non-Office holding TDs and Senators which, while not remunerated on the same basis as the service referred to above, was otherwise equivalent to that service and is so certified by the Minister for Public Expenditure and Reform.
- Any other service transferred from a public service organisation in accordance with Section 4 of the Superannuation and Pensions Act 1964. Note that pensionable service under the *Single Public Service Pension Scheme* cannot be transferred into the Superannuation Scheme.
- There is also provision for the purchase of extra years of pension credit by a person whose service by age 60 or 65 (for staff with service prior to 4th March 2011), or 65 (for staff first employed from 5th March 2011), would be less than 40 years. Further information on this scheme can be found towards the end of this chapter under the heading “Purchase of Notional Service”.
- If a member of staff resigns with less than two calendar years of service, they will have no pension entitlement under this Superannuation Scheme.
- Any service in respect of which superannuation benefits are payable under some other scheme (e.g. under a Party’s pension scheme) will not be reckoned as service for the purpose of this Superannuation Scheme.

## Effects of Break in Service

Some staff move in and out of the Scheme for Secretarial Assistance. The time a staff member spends outside the Scheme will not be pensionable unless it happens to be pensionable under another scheme that may be transferred into the Superannuation Scheme. However, any such break in service will not affect the staff member's service under the Scheme for Secretarial Assistance before and after the break, all of which will still reckon for pension. The various periods of service accumulated in this way will be added together to compute a staff member's total entitlement.

## Integration with Social Welfare Benefits

Staff pay full Social Welfare contributions and may therefore qualify, in time, for a Social Welfare contributory pension. As is the practice in similar circumstances in the public sector where Social Welfare and occupational pensions are integrated in this way, some special arrangements apply. In summary these are:

- That a pension payable under this Superannuation Scheme is integrated with your entitlement under the state contributory pension; whereby the amount of a pension will be based on the “net pensionable remuneration” – that is, salary plus pensionable allowances less two times the maximum standard personal rate of the contributory pension;
- Lump sums will be based on “pensionable remuneration” – that is, the full salary and pensionable allowances at retirement.

- Where a person retires and is not yet eligible to claim the contributory pension and is not in receipt of any other social welfare benefit such as jobseeker's benefit, disability benefit, widow's pension etc., they may qualify for a supplementary pension to be paid until such time as they are eligible for the contributory pension. Further information on how to claim a supplementary pension is available from the Members HR Unit at ext. 3273.

## The Benefits

To qualify for a pension, members of this Scheme must have a minimum period of two calendar years in which the staff member is in service, whether full-time, work sharing or part-time. Staff with service under the Scheme on or before 4<sup>th</sup> March 2011 may retire at age 60 years or over, whilst staff being employed for the first time under the Scheme on or after 5<sup>th</sup> March 2011 may retire at 65 years or over. Pensionable service ceases to accrue for all staff at age 65.

The following are the benefits payable at retirement:

- A pension of 1/80<sup>th</sup> of "Net Pensionable Remuneration"<sup>2</sup> for each year of reckonable service, to a maximum of 40/80<sup>th</sup>, and
- A lump sum of 3/80<sup>th</sup> of "Pensionable Remuneration"<sup>3</sup> for each year of reckonable service, to a maximum of 120/80<sup>th</sup>.

Resignation before pension age if a staff member has at least two calendar years of service:

- A preserved pension and lump sum, calculated as above, which will become payable at pension age (or, as already mentioned above, where possible, the service may be transferred to their new employment).

<sup>2</sup> Net Pensionable Remuneration is full-time equivalent salary plus pensionable allowances less two times the maximum standard personal rate of the state contributory pension.

<sup>3</sup> Pensionable Remuneration is full-time equivalent salary plus pensionable allowances.



See below for sample calculations.

### Example 1:

John has 40 years' service as a Secretarial Assistant and, at time of retirement, is on the LSI 2 of the Secretarial Assistant pay scale.

- Service: 40 years
- Salary: €46,888.43 (LSI 2 of SA pay scale)
- State Contributory Pension: €12,956.29 per annum (current rate)
- Net Pensionable Remuneration:  

$$€46,888.43 - (€12,956.29 \times 2) = €20,975.85$$
- **Lumpsum =  $(€46,888.43 \div 80 \times 3) \times 40 = €70,332.80$**
- **Annual pension =  $(€20,975.85 \div 80) \times 40 = €10,487.93$**

**Example 2:**

Joan has ten years' service as a Secretarial Assistant plus five years' service as a Parliamentary Assistant and, at time of retirement, is on the sixth point of the Parliamentary Assistant pay scale.

- Service: 15 years
- Salary: €47,973.25 (Point 6 of PA pay scale)
- State Contributory Pension: €12,956.29 per annum (current rate)
- Net Pensionable Remuneration:  

$$€47,973.25 - (€12,956.29 \times 2) = €22,060.66$$
- **Lumpsum =  $(€47,973.25 \div 80 \times 3) \times 15 = €26,984.95$**
- **Annual pension =  $(€22,060.66 \div 80) \times 15 = €4,136.37$**

**Ill-Health/Death in Service Benefits**

- Resignation on grounds of ill-health if a staff member has at least five calendar years of service within the Scheme:
  - ▶ a pension, and
  - ▶ a lump sum.

Both calculated as in the case of normal benefit above.

- Resignation on grounds of ill-health if a staff member has less than five calendar years of service but at least two calendar years of service within the Scheme:
  - ▶ a lump sum of  $\frac{1}{12}^{\text{th}}$  of Pensionable Remuneration only.
- Death in Service:
  - ▶ a gratuity equal to the lump sum which would be payable on ill-health retirement, but subject to a minimum of one year's basic pay.

### Transfer of Service

If staff have accrued pensionable service elsewhere it may be possible to have this service transferred into the Superannuation Scheme. Staff should contact the HR Unit for Members at ext. 3273 with any questions on transferring pensionable service. Note that at present no mechanism exists for transferring service into or out of the *Single Public Service Pension Scheme*.

Similarly, if there are any Additional Voluntary Contributions (AVCs) associated with a previous employment, it may also be possible to have the value of these AVCs transferred into the Superannuation Scheme. Generally, the value of the relevant AVC is taken and a time value is given to it. For example, an AVC (or a pension fund from previous employment) worth €60,000 may be worth X number of years' service. In such a case this X number of years' service is applied to current pensionable service and goes towards lump sum and annual pension calculations.

## Purchase of Notional Service

For staff employed under the Scheme who will not have the maximum of 40 years pensionable service at retirement, it is possible to purchase “notional service” or additional pensionable years which will enhance their pension entitlements. Staff may purchase notional service either by way of periodic (weekly) deductions from salary or else by lump sum contribution.

- Staff members must have accrued, or have the prospect of accruing, at least nine calendar years of actual service.
- There are limits, in certain cases, on the amount of service that can be purchased.
- Purchase of notional service rates are based on actuarially defined figures issued by the Department of Public Expenditure and Reform and are age related. Service is purchased with regards to retirement at either 60, if applicable, or 65 years of age. Should a staff member enter into a purchase agreement and subsequently terminate their employment in the Scheme prior to age 60 or 65, as applicable, the actual service purchased up to the date of cessation of contributions will be calculated using a formula approved by the Department of Public Expenditure and Reform.
- Generally, deductions in relation to purchase of notional service are taken on a weekly basis from salary at source.
- Purchasing of notional service is a way of bolstering pension entitlements at retirement.
- Tax relief is available on any purchase of notional service contributions. The amount of tax relief is age-related and is subject to change from time-to-time.

## 8. Pay Scales



### Secretarial Assistants

Point	Weekly rate effective 1st September 2008	Annual rate
1	€468.06	€24,423.37
2	€494.39	€25,797.27
3	€525.56	€27,423.72
4	€568.50	€29,664.33
5	€611.42	€31,903.90
6	€653.42	€34,095.46
7	€697.82	€36,412.25
8	€739.31	€38,577.20
9	€781.66	€40,787.02
10	€821.83	€42,883.09
11	€851.66	€44,439.62
NMAX	€865.81	€45,177.97
LSI 1	€883.77	€46,115.12
LSI 2	€898.59	€46,888.43

## Parliamentary Assistants

Point	Weekly rate effective 1st September 2008	Annual rate
1	€787.50	€41,091.75
2	€818.01	€42,683.76
3	€849.43	€44,323.26
4	€870.37	€45,415.91
5	€892.26	€46,558.13
6	€919.38	€47,973.25
NMAX	€946.32	€49,378.98
LSI 1	€973.34	€50,788.88
LSI 2	€1000.38	€52,199.83

## Administrative Assistants

Point	Weekly rate effective 1st September 2008	Annual rate
1	€660.14	€34,446.11
2	€701.24	€36,590.71
3	€727.38	€37,954.69
4	€759.90	€39,651.58
5	€784.26	€40,922.69
6	€814.04	€42,476.61
NMAX	€870.32	€45,413.30
LSI 1	€899.99	€46,961.48
LSI 2	€929.55	€48,503.92

## Administrators

Point	Weekly rate effective 1st September 2008	Annual rate
1	€840.59	€43,861.99
2	€878.66	€45,848.48
3	€916.52	€47,824.02
4	€953.93	€49,776.07
5	€991.74	€51,748.99
6	€1,029.68	€53,728.70
NMAX	€1,067.40	€55,696.93
LSI 1	€1,093.59	€57,063.53
LSI 2	€1,132.61	€59,099.59

## Senior Administrator

Point	Weekly rate effective 10th November 2016	Annual rate
1	€1,268.28	€66,178.85
2	€1,315.75	€68,655.84
3	€1,363.20	€71,131.78
4	€1,410.67	€73,608.76
5	€1,458.16	€76,086.79
NMAX	€1,485.63	€77,520.17
LSI 1	€1,533.46	€80,015.94
LSI 2	€1,581.45	€82,520.06

Chef de Cabinet

Point	Weekly rate effective 1st September 2008	Annual rate
1	€1,651.36	€86,167.96
2	€1,721.33	€89,818.99
3	€1,790.90	€93,449.16
4	€1,861.04	€97,109.07
NMAX	€1,920.39	€100,190.81
LSI 1	€1,981.39	€103,388.93
LSI 2	€2,042.58	€106,581.82



## Appendix A – Circular 10/2017: Recovery of Overpayments

### Recovery of Salary, Allowances, and Expenses Overpayments made to Staff Members/Former Staff Members/Pensioners

**File Reference:** DPE189-002-2016

I am directed by the Minister for Public Expenditure and Reform to say that the following will apply in relation to the recovery of overpayments of salary, allowances, and expenses from staff members/former staff members/pensioners:

**Circular Number:** 10/2017

**Purpose:** To set out the administrative arrangements for the repayment of overpayments salary, allowances, and expenses made to staff members/former staff members/pensioners

**Circular Applications:** To all civil servants both current staff members, former staff members, and pensioners

**Relevant Law/Circulars:** Civil Service Regulation Act 1956 (as amended) Payment of Wages Act 1991

**Effective From:** 1 May 2017

Circular 01/2015 Public Service Bodies (PSBs) Recovery of Overpayments from Staff is revoked. All local office notices and agreements in place in the bodies covered by this circular relating to the recovery of overpayments are revoked.

## 1. Principles

- 1.1 This circular is issued pursuant to section 17 of the Civil Service Regulation Act 1956 (as amended).
- 1.2 Where Departments and Offices are not serviced by PeoplePoint, Local HR (LHR) will carry out the functions of PeoplePoint.
- 1.3 An overpayment arises when money is paid in excess of what is due in the appropriate salary, allowance, or expenses payment and is recoverable in principle.
- 1.4 Departments and Offices are under an obligation to seek to recover the amount of the overpayment and to correct the mistake in the disbursement of public monies, subject to relevant procedures and practices in Government accounting. Staff members/former staff members/pensioners have a reciprocal obligation to repay.
- 1.5 Overpayments to staff members of salary, allowances, and expenses may occur for various reasons. For example, an overpayment might occur where a staff member takes unplanned leave at short notice, exceeds the permitted limits for sick leave or fails to provide appropriate certification for sick leave. Alternatively, an overpayment may be as a result of a mistake in applying a particular rate of pay to the staff member or an administrative error. These are examples of some of the reasons an overpayment may occur, but this list is not exhaustive.
- 1.6 A staff member must immediately report circumstances where he/she is aware that he/she may have been overpaid to his/her HR Unit.

- 1.7 All monies owed by a staff member/pensioner on foot of their being overpaid for whatever reason must be repaid to the Exchequer as soon as possible, as provided in this Circular.
- 1.8 Where the staff member has received an overpayment, but is also owed arrears, these arrears will automatically be offset against the amount owed (gross amount prior to calculation of statutory deductions).
- 1.9 Where a repayment plan has been agreed or has commenced before the commencement of this Circular, those arrangements will not be affected by the provisions of this Circular.
- 1.10 Where an overpayment cannot be recovered through deductions from salary or other monies paid by the employer (such as pension entitlements) then the staff member/former staff member/pensioner will be expected to facilitate other arrangements to make good the overpayment. As a last resort, appropriate legal proceedings may be initiated by the Department or Office for the recovery of both the overpayment and the consequential costs of the proceedings.

## **2. Repayment Plan**

- 2.1 Departments and Offices have an obligation to put repayment plans in place for all overpayments, regardless of how the overpayment has occurred. These repayment plans should facilitate the repayment of monies owed to the Exchequer by overpaid staff members/former staff members/pensioners at the earliest possible opportunity.

## General Repayment Plans

- 2.2 For the generality of overpayments (i.e. for overpayments not described at 2.6, 2.7 and 2.8 below) a repayment plan will be devised that either facilitates (a) a minimum repayment of 8% of gross salary per pay period or (b) recoupment of the money owed within a 12 month time frame, whichever achieves the repayment of the monies owed to the Exchequer in the shortest timeframe.
- 2.3 Staff members/pensioners who are on the payroll must choose one of the following arrangements to repay amounts owed:
- Deduction from salary/pension or other entitlements due (gross amount prior to calculation of statutory deductions);
  - Staff members may also surrender non-statutory annual leave.
  - Staff members may surrender time in lieu earned for bank holidays accrued during periods of sick leave.
  - Section 1.8 also refers i.e. if the staff member/former staff member/pensioner is also owed arrears these arrears will automatically be offset against the amount owed.
- 2.4 In the event that a single repayment arrangement does not discharge the overpayment, multiple repayment arrangements may be combined to discharge the amount owed to the Exchequer e.g. surrender of non-statutory annual leave may be combined with a general repayment plan.
- 2.5 Repayment plans must be reviewed by Local HR whenever a further overpayment is discovered in respect of a staff member or where there is a material change in circumstances, for example, a promotion or a change in work pattern.

### **Delayed Pay Adjustment**

- 2.6 A delayed pay adjustment will be applied when a staff member has been overpaid for a period of five days or less. In these circumstances adjustments will automatically be made to the staff member's salary over a one month period (i.e. over four pay periods for those who are paid weekly and over two pay periods for those who are paid fortnightly) commencing in the next available pay run to recover the overpayment to the Exchequer.
- 2.7 Where a staff member exceeds his/her access to paid sick leave or access to sick leave remunerated at a particular rate and incurs a consequent overpayment of 10 days or less, the full amount of the consequent overpayment will be recouped from the staff member's salary over a one month period (i.e. over four pay periods for those who are weekly paid and over two pay periods for those who are paid fortnightly) commencing in the next available pay run to recover the overpayment to the Exchequer.
- 2.8 Where a staff member takes unplanned unpaid leave, unpaid leave at short notice, or exceeds the staff member's access to self-certified sick leave, the full amount of the consequent overpayment will be recouped from the staff member's salary at the first available opportunity. Where the amount owed to the Exchequer exceeds the staff member's gross salary, deductions will be made from gross salary on all subsequent pay dates until the amount is fully repaid.

### **Multiple Overpayments and/or overpayments exceeding €2,500**

- 2.9 Multiple overpayments can occur for a variety of reasons. They usually occur where there is a combination of events, for example, a staff member may be placed on the incorrect increment point

and then be absent on a week's sick leave which should have been paid at half pay but was not due to timing issues with pay runs. This is an example of some of the reasons for multiple overpayments, but there may be other reasons.

- 2.10 Where a staff member has five (5) overpayments or more and/or overpayments with a cumulative unrecovered value of €2,500 or more and his/her pattern of attendance gives rise to an increased risk of incurring multiple overpayments he or she may, for a limited period of time, be placed on a salary payment arrangement whereby he or she is paid only for those days that he or she attends work. The purpose of this administrative arrangement is to prevent the further accumulation of debt by the staff member to the Exchequer.

### 3. Procedure for the Recoupment of Overpayments

- 3.1 This section sets out the procedures regarding the recoupment of overpayments not subject to the delayed pay adjustment provisions described at 2.6, 2.7, and 2.8 above.
- 3.2 Upon discovery of an overpayment the staff member/former staff member/pensioner will be advised as quickly as practicable of the overpayment by PeoplePoint<sup>4</sup>. PeoplePoint should first consult with the relevant HR Manager (which in this Circular includes any person nominated by a HR Manager to discharge this function) to determine whether it is appropriate to contact the staff member/pensioner directly.

<sup>4</sup> Where an organisation has not yet transitioned to PeoplePoint, the Local HR Unit (LHR) will be responsible for the procedure for the recoupment of overpayment

- 3.3 In some cases, the HR Manager may determine that the staff member/former staff member/pensioner should not be contacted by PeoplePoint about the overpayment (e.g. due to critical illness). In such cases the HR Manager should advise PeoplePoint of this determination. The staff member/former staff member/pensioner will not be contacted by PeoplePoint until the HR Manager has confirmed that it is appropriate to do so.
- 3.4 Where the HR Manager confirms that it is appropriate to do so, the first overpayment letter will be issued from PeoplePoint to the staff member/former staff member/pensioner who was overpaid, detailing the following:
- Value of the overpayment, i.e. the amount owed to the Exchequer;
  - Reason for the overpayment;
  - Period to which the overpayment relates;
  - Proposed repayment plan (see section 2 above);
  - The procedure for querying the amount of the overpayment (see section 3.6 below);
  - Staff obligations (see section 3.7 below); and
  - The procedure for making an Exceptional/Hardship Arrangements application (see section 5 below)
- 3.5 The letter should give a clear, simple explanation as to how the overpayment arose and include the basis of the calculation of the overpayment amount in a manner that is easily understandable for the staff member/former staff member/pensioner affected. The letter should confirm that this Circular forms the basis for the recovery of the overpayment.

### **Querying the Overpayment Amount**

- 3.6 In the event that the staff member/former staff member/pensioner queries the amount of the overpayment, the matter will be escalated to a Team Leader (which in this section includes any person nominated by the Team Leader to discharge this function) in PeoplePoint for review. The Team Leader will review the amount of the overpayment and provide the staff member/former staff member/pensioner with the outcome of that review as soon as possible. The Team Leader should ensure that the staff member/former staff member/pensioner has sufficient information to understand how the overpayment occurred and the amount that is due to be repaid to the Exchequer.

### **Where There Is No Confirmation/Appeal of the Repayment Plan**

- 3.7 Where the staff member/former staff member/pensioner neither confirms his or her agreement with, nor appeals, the proposed repayment plan within 21 calendar days (3 weeks) of issuing of the first overpayment letter (or any outcome letter from the Team Leader (whichever is later)) the staff member/former staff member/pensioner will be deemed to have consented to the repayment plan. A second overpayment letter will confirm the details of the repayment plan, its commencement date (which will normally be the next pay date following the expiry of a period of 14 calendar days (2 weeks) from the issue of the letter), and the final date of repayment.



## 4. Non-Standard Arrangements

### Leaving employment

- 4.1 Where a staff member is due to leave employment with the civil service (including on retirement, on expiration of contract, on a career break, or on extended unpaid leave), a higher rate of deduction will be applied to completely discharge the overpayment in advance of his or her departure, if possible.
- 4.2 Should any higher rate of deduction prior to leaving employment not be sufficient to fully discharge the overpayment, the staff member/former staff member/pensioner will be notified by PeoplePoint of the amount outstanding and this amount will be recouped from any retirement lump sum, pension payment, allowance, death in service (or other) gratuity or any other monies, including any other entitlements under the Superannuation Acts, due to the staff member<sup>5</sup>/former staff member/pensioner.
- 4.3 Where a staff member leaves employment with the civil service and there is no opportunity to recoup the full amount from using any of the above arrangements, any outstanding monies owed to the Exchequer remain due for payment.
- 4.4 Further to section 1.8 above, any payment due to a staff member leaving employment, including any potential payment in lieu of untaken annual leave or any refund of pension contributions or pension-related deductions owing, should be offset against any outstanding overpayment.

<sup>5</sup> This does not include expenses owed to the staff member.

### **Moving to another civil service organisation**

- 4.5 Where a staff member transfers to another civil service organisation the amount of the overpayment to be repaid to the Exchequer will transfer with him or her and he or she will be required to repay any overpayment as provided in this Circular.

### **Death in service**

- 4.6 Where a staff member dies in service any overpayment that he or she owes to the Exchequer will be deducted in full in a single lump sum from any gratuity payable to his or her legal representative.
- 4.7 Notwithstanding section 4.6, PeoplePoint should consult with the Department of Public Expenditure & Reform in respect of a staff member who dies in service and who was a member of the Non-Contributory Pension Scheme for Non-Established State Employees where a death gratuity is payable to his or her surviving spouse or civil partner.

### **Overpayments that come to light following retirement or death in service**

- 4.8 Overpayments that come to light after retirement or death in service and/or where no arrangement to recover an overpayment has been made with a staff member prior to his or her retirement or death in service may be recouped from his or her death in service benefit, pension lump sum, or regular pension payments.

### **Salary/Pension Adjustment Orders**

- 4.11 While deductions can be made from a staff member's salary or former staff member's pension to recoup an overpayment of salary, this can only be achieved where the entitlement is paid to the staff member/former staff member/pensioner. Any portion

that is paid, in accordance with a court-certified order (e.g. a Salary/Pension Adjustment Order) to another individual, cannot be altered for the purposes of recouping an overpayment of salary unless the particular order at issue is subsequently varied by the courts.

## 5. Exceptional and Hardship Arrangements

- 5.1 There may be circumstances where the previously outlined repayment plans may not be appropriate given the particular circumstances of a staff member/former staff member/pensioner.
- 5.2 Where a staff member/former staff member/pensioner considers that he or she cannot make a minimum repayment at a rate of 8% or more of gross salary per pay period or cannot repay the overpayment within 12 months (in circumstances where that is the repayment plan proposed) on the grounds that such a repayment plan would cause him or her undue hardship, he or she can apply in writing to a person designated by the HR Manager (the designated person) to have his or her case reviewed. The staff member/former staff member/pensioner will be asked to complete a form which will request the following information and relevant supporting documentation:
  - Personal Information (name, grade);
  - Amount of overpayment;
  - Salary/pension details of staff member/former staff member/pensioner;
  - Circumstances that require an application of exceptional/hardship arrangements;

- Any repayment plan that has previously been agreed (whether before or after the introduction of Circular 1 of 2015) and whether the staff member/former staff member/pensioner has complied with this plan;
- Other relevant information that the staff member/former staff member/pensioner should provide that could influence the decision of the designated person (e.g. outgoings such as mortgage repayments, rent, or childcare costs, other income of staff member/pensioner e.g. rental income, income continuance plan payment, widow's pension, income of staff member's/former staff member's/pensioner's spouse/civil partner/cohabitant, etc.);
- Repayment plan (or other recovery arrangements) proposed by PeoplePoint;
- Repayment plan (or other recovery arrangements) proposed by staff member/former staff member/pensioner.

5.3 The decision to grant a request for an exceptional or hardship arrangement will be based on the information supplied by the applicant. Failure to supply the requested information may impact on the decision to grant a request for an exceptional or hardship arrangement.

- 5.4 The designated person has discretion to determine:
- (a) whether exceptional or hardship arrangements should be applied and thereby apply an amended repayment plan or other recovery arrangement; and
  - (b) if exceptional or hardship arrangements are applied, the level of the repayment plan or other recovery arrangement that should be applied.
- 5.5 The primary focus of the designated person should be on the financial hardship that may arise as a result of the application of the repayment plan/recovery arrangement proposed by PeoplePoint. However, there may be other circumstances related to the overpayment that may be relevant to the decision making process. The designated person may consider such issues after considering the information provided in respect of financial hardship.
- 5.6 Any rate of repayment that is lower than 8% of gross salary per pay period must be agreed by the designated person and confirmed by them to PeoplePoint in writing within 14 days of the hardship application being made to Local HR.
- 5.7 Notwithstanding any other provision of this section 5, the designated person may not normally reduce the amount repaid by a staff member/former staff member/pensioner per pay period to less than 3% of gross salary per pay period.
- 5.8 Exceptional/Hardship arrangements may be subject to review after 6 months, and every 6 months thereafter should they be in place for longer than a year.

- 5.9 It should be noted that an overpayment arising from leave that the staff member knows in advance will be unpaid, e.g. late application for Parental Leave, will not normally qualify for an application to have the repayment amount per pay period reduced on hardship grounds.
- 5.10 Where a staff member/former staff member/pensioner is not satisfied with the decision of the designated person they can have their case reviewed by the HR Manager. If the staff member/pensioner is not satisfied with the decision of the HR Manager in relation to their application to be considered under the Exceptional and Hardship arrangements in this section they make invoke the Grievance Procedure.

## **6. Union Representation**

- 6.1 At any stage in this process an individual can consult his or her union representative for clarification on their rights and responsibilities. Union representatives will also be able to advise on the Payment of Wages Act 1991, the Statute of Limitations, and access to the Grievance Procedure.

## **7. Civil Service Employee Assistance Service (CSEAS)**

- 7.1 It is recognised that financial concerns can be difficult and challenging. Staff are reminded that personal support is available from the Civil Service Employee Assistance Service (CSEAS). Further details are available on the CSEAS website: [www.cseas.per.gov.ie](http://www.cseas.per.gov.ie)

## **8. Overpayment Recoupment**

- 8.1 The amount of overpayment to be recouped is the gross amount of the overpayment. If the overpayment is recouped by means of salary/pension deductions, the gross amount of the overpayment is deducted from gross salary or gross pension. Using this method, any overpayment recouped through payroll will give the staff member/pensioner, Pension, PAYE, PRD, USC and PRSI relief, if applicable.

Louise Mc Girr

Head of Civil Service HR Policy Unit

5 April 2017

## Appendix B - Parliamentary Assistant Application Form

- All completed forms must be typed, printed and posted to the 'HR Unit for Members' in Leinster House via your Party Administrator (if any).
- Hand written forms will be returned and may result in a delay in payment.
- All sections (A-F) must be completed

### Parliamentary Assistant Application Forms: Guidance for Candidates

The attached application form must be completed by all candidates nominated by a Deputy to fill the position of Parliamentary Assistant. This qualification procedure is administered by the HR Unit for Members and the assessment of qualification is outsourced to a qualified company which provides HR services. A Parliamentary Assistant cannot be placed on the payroll unless their application has been assessed and approved under the assessment process. **This form therefore is an important document which should be completely thoroughly and carefully.**

#### Assessment Procedure:

A structured and standardised rating system is used to assess applications in two critical domains.



## 1. Education and Work Experience

The scoring systems deployed allow alternative balances for Education and Work History. A candidate must have either a third level qualification or 3 years relevant work experience.

## 2. Behavioural Competencies

Scoring of the behavioural competencies in Section E of the application form is also against a pre-defined standardised scale. From an applicant perspective it is essential that each question in Section E is answered. Candidates should note that answers should be legible (preferably typed) and provide enough detail to demonstrate the required competency – a candidate can attach additional pages or information to back up their application if necessary.

When a candidate fails to meet the standard, feedback will be provided to the candidate. If evidence was insufficient in the application form, applications may be resubmitted with the applicant having incorporated the feedback received into their new application.

**Candidates should note that salary payments cannot be backdated beyond 4 weeks.**

Application Form

Section A – Personal Details

Surname

Forenames in Full

Title (*tick as applicable*)      Mr ☐      Mrs ☐      Miss ☐      Ms ☐

Date of Birth       Day       Month       Year

Permanent Address

Telephone number      Home      Mobile

Email address

Nationality

Do you require an Irish work permit?      Yes ☐      No ☐

Please indicate your preferred location for this position: Dublin ☐ Outside Dublin ☐

Are you a current Secretarial Assistant?      Yes ☐      No ☐

If yes, which TD/Party do you currently work for?

For the position that you are applying for, please state the Deputy's name and the Party:

Party: \_\_\_\_\_

Deputy: \_\_\_\_\_

**Section B – Education Record**

**(i) Secondary School**

Name of School	Years of Attendance	Qualification Attained

**(ii) Third Level**

Name of Institution	Years of Attendance	Qualification Attained

**(iii) Other Education**

Name of Institution	Years of Attendance	Qualification Attained

**Section C – Work History**

Please list your work history below including full time, part time and voluntary work as appropriate. *(Please attach an additional sheet if you have further details which you wish to provide).*

Date (from/to) \_\_\_\_\_

Organisation \_\_\_\_\_

Job Title \_\_\_\_\_

Duties/Responsibilities \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date (from/to) \_\_\_\_\_

Organisation \_\_\_\_\_

Job Title \_\_\_\_\_

Duties/Responsibilities \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date (from/to)

---

Organisation

---

Job Title

---

Duties/Responsibilities

---

---

---

---

---

**Section D – General**

When considering your application we like to gain a broad appreciation of your abilities and achievements. Please provide us with any further information about yourself that you feel will help with our assessment.

---

---

---

---

---

---

---

---

**Keyboard/Computer Skills**

Please indicate your skill level in the following areas and the software packages used.

Skill Level: Basic, Intermediate, Advanced

Skill Level	Package
Word Processing/Typing	
Spreadsheets e.g. Excel	
Presentations e.g. Powerpoint	
Internet/email	
Other	

**References**

Please provide one work and one personal reference. All offers of employment are subject to satisfactory references.

Name

Position Held

Address

Telephone

Name

Position Held

Address

Telephone

**Section E – Competency Assessment**

Please provide two examples of project work or research which you have undertaken.

Please give two examples of articles / reports / speeches which you have written  
*(if relevant)*.

What in your previous work experience demonstrates your administration, planning  
and organisation skills? Please provide two examples.



Please give an example of a situation where you have had to communicate effectively with a group of people or an individual. What factors contributed to the success or otherwise of the situation?

Please provide an example of a situation where you have demonstrated an ability to develop a network of contacts and influence others.

Please describe any position you have held where you have had to work with customers to understand and meet their needs. What did you need to do to ensure you met those needs?

Please provide details of a specific goal you set yourself. Why were you motivated to do this? What was the outcome?

Please provide an overview of one key issue which you believe politicians are concerned with at present?

Please provide any further information that you feel is relevant to your application.

**Section F – Declaration and Data Protection**

Please tick to confirm the below:

- ☐ I confirm that the information contained in this application form is complete and accurate.
- ☐ Data Protection Declaration: I have read the Privacy Notice and understand and consent to the use of this data by the Houses of the Oireachtas Service to decide whether it is appropriate to refer my candidature to the payroll.

Signature

Date

---

## Appendix C – Template Contract of Employment

### Dáil Specified Purpose Contract of Employment Secretarial/Parliamentary Assistant Precedent Date: February 2020

**This Specified Purpose Contract of Employment (the “Contract”)** is made this

• day of • 20

**Between:**

- (a) *[Insert name]*, being, at the commencement of this Contract, a Member of Dáil/Éireann for the currency of the 33rd Dáil/ (hereinafter referred to as the “**Employer**”) of the one part;

**and**

- (b) *[Insert name]* of *[insert address]* (hereinafter referred to as the “**Employee**”) of the other part.

**Whereas:**

- A. Following the General Election for Dáil Éireann held on **[insert date]**, the Employer was elected as a member of the 33rd Dáil and, in this capacity and further subject to the terms of this Contract, wishes to employ the Employee in accordance with the terms of this Contract.

- B. The Houses of the Oireachtas Service (the “**Service**”) facilitates the provision of a payroll mechanism for the remuneration of the Employee by the Employer within that Employer’s statutory entitlement, the Service not being the employer of the Employee and all matters relating to the employment of the Employee being matters solely for the Employer.
- C. The Employee is willing and hereby agrees to be employed on a specified purpose contract on the terms set out herein.

**Now it is Hereby Agreed** as follows:

**The Term:**

- 1.1 This Contract is intended by the Employer and Employee to terminate, and shall terminate, unless sooner terminated summarily or by notice in accordance with some specific clause herein, by an objective condition, and, more particularly:
- 1.1.1 the objective condition is the completion of a specified task, namely the provision of services of a secretarial nature to the Employer as a Member of the 33rd Dáil [**delete as appropriate**] during that term of that House of the Oireachtas (or up to the end of, and including, the shorter interval ascertained in accordance with clause 1.3.2, where applicable), as well as the ancillary tasks of completing any responsibilities of the Employer as public representative after his or her membership has ceased, and of winding-up his or her office, up to and including the event and date specified by and calculated in accordance with clause 1.4;
- 1.1.2 where this Contract terminates on the Termination Date (clauses 1.3 and 1.4) and the Employer is elected or nominated to either House of the Oireachtas, any subsequent contract entered into by that Employer with any previous employee of a Member of either

House (including the Employer), shall be a new contract and shall not be a renewal of any previous contract which that employee (including the Employee) may have entered with any Member of either House (including the Employer), and accordingly it is the understanding and intention of the Employer and Employee that the Employee for the purpose of this Contract or any such previous contract is not and has not been a fixed-term employee within the meaning of section 2(1) of the *Protection of Employees (Fixed-Term Work) Act 2003* as amended (the “**2003 Act**”);

- 1.1.3 if contrary to the understanding and intention referred to in clause 1.1.2, the Employee is a fixed-term employee within the meaning of section 2(1) of the 2003 Act for the purposes of this Contract, then:
  - 1.1.3.1 the provisions of section 9(4) of the 2003 Act shall apply in that the Employer will have objective grounds (as set out in clause 1.1.3.2) for entering into a subsequent contract as provided in that subsection;
  - 1.1.3.2 the objective grounds for the Employer not providing a contract of indefinite duration (the “**objective grounds**”) are that the inherent characteristics of membership of the Houses of the Oireachtas are such that the Member is entirely dependent on the electorate or nominating authority for his or her election or nomination, and his or her return to any given term of Dáil Éireann or Seanad Éireann is completely outside of his or her control; consequently, the employment of staff by a Member in each Dáil Éireann or Seanad Éireann is a standalone matter dependent on the constitutional and legislative arrangements for such election or nomination;

1.1.3.3 the Employer's presentation of this Contract to the Employee for his or her assent is the Employer's provision in accordance with section 8(2) of the 2003 Act of the information contemplated by that subsection.

- 1.2 This Contract shall commence on the • day of • 20 and shall, unless sooner terminated summarily or by notice in accordance with some specific clause herein, continue until the earlier of the following dates when the Contract shall then terminate:-
  - 1.2.1 the Termination Date as ascertained in accordance with clauses 1.3 and 1.4;
  - 1.2.2 the death of the Employer *[or*
  - 1.2.3 *in the case where the Employer decides, in accordance with the stipulations and criteria set out in Note (d) in Appendix 1 to this Contract, to cease to employ a Parliamentary Assistant and to instead claim the allowance provided for by S.I. 84/2010 (as may be amended or replaced from time to time), the date on which the termination of the Parliamentary Assistant's contract may lawfully take effect in accordance with those stipulations and criteria.]*<sup>6</sup>
- 1.3 The Termination Date referred to in clause 1.2.1 is the date calculated in accordance with clause 1.4 by reference to the earlier of:
  - 1.3.1 the date of dissolution of the 33rd Dáil Éireann;
  - 1.3.2 the date on which the Employer resigned, retired or otherwise ceased (apart from by death) to be a Member of the 33rd Dáil Éireann.



1.4 The Termination Date is:

- 1.4.1 where clause 1.3.2 applies, the date on which an interval expires which is equivalent to the minimum period of notice the Employer is obliged by statute to give the Employee and is calculated from the date on which the Employer ceased to be a Member;
- 1.4.2 where clause 1.3.1 applies, and the Employer was, at the commencement of this Contract, a Member of Dáil Éireann, the date 6 weeks after the polling day in the General Election for Dáil Éireann that followed on the dissolution of the 33rd Dáil and, for the avoidance of doubt, the unbroken term of this Contract includes the dissolution interval between that dissolution and that polling day;

- 1.5 Should this Contract terminate by operation of law because of the supervening mental incapacity of the Employer, this clause 1 shall thereupon apply with any necessary changes as if references in the clause to the Employer's death were references to that mental incapacity.
- 1.6 During the 6 weeks mentioned in clause 1.4.2, or the 2 weeks mentioned in clause 1.4.3, whichever applies, the Employee may seek to secure employment from an incoming Member of the Houses of the Oireachtas.

**Termination:**

This Contract may be terminated for any of the following reasons or in any of the following circumstances relating to the Employee's employment or the Employee's conduct, performance, or capacity:-

- 1.7 any serious or persistent breach of any of the provisions herein contained;
- 1.8 misconduct (serious or persistent);

- 1.9 incompetence;
- 1.10 redundancy;
- 1.11 failure to possess or maintain any necessary skills despite his or her having received any appropriate and reasonable guidance, instruction, or training;
- 1.12 statutory or legal requirements incompatible with the performance of this contract;
- 1.13 incapacity;
- 1.14 failure to carry out reasonable instructions;
- 1.15 any serious act of dishonesty or repeated acts of dishonesty; or
- 1.16 any other substantial reason or circumstances.

The provisions of the *Minimum Notice and Terms of Employment Act 1973*, as amended, will apply, except where summary dismissal is warranted.

#### **Unfair Dismissals Act:**

The *Unfair Dismissals Act 1977* (as amended) shall not apply to a dismissal consisting only of attainment of the objective condition specified in clause 1.

#### **Termination on Notice:**

- 1.17 Notwithstanding the provisions of clauses 1 and 2, this Contract may also be terminated during its term by either Party giving to the other Party notice in accordance with the provisions of the *Minimum Notice and Terms of Employment Act 1973*, as amended, and there shall be no obligation for the Employer to pay monies in lieu of the remainder of the term of the Contract. Any notice to be given pursuant to this clause shall be given in writing.

- 1.18 The Employer is under no obligation to provide the Employee with work during his or her notice period and at the Employer's discretion, the Employer may require the Employee to remain at home, available for work if so required. During this period, the Employee will be paid his or her basic salary in accordance with his or her Contract. The Employee will not be in a position to take up new employment until such time as his or her period of employment with the Employer has terminated. The Employee may also be subject to such other conditions during the notice period as the Employer considers appropriate.
- 1.19 The Employer may at his or her absolute discretion choose to give the Employee a payment in lieu of notice (based on his or her basic weekly pay).

**Probationary Period:**

- 5.1 For the first 6 months of the employment the Employee shall be employed on a probationary basis. The Employer reserves the right to extend this probationary period for a further interval consonant with clause 5.5 as he or she deems necessary for the purposes of assessing the Employee's suitability for the position. The Employer will notify the Employee of any extension of their probationary period in writing.
- 5.2 Any written notice to the Employee extending the probationary period in accordance with clause 5.2 must be communicated to the Employee within the 6 month period provided for in clause 5.1.
- 5.3 The interval of any extended probationary period contemplated by clause 5.2 must commence immediately on the expiration of the 6 months provided for in clause 5.1.

- 5.4 The interval for which the Employee's probationary period is extended in accordance with clause 5.2 must be such that the total probationary period terminates no later than 50 weeks after the commencement of the Employee's employment.
- 5.5 During the probationary period or extended probationary period, without prejudice to clauses 1, 2 and 4, either Party may terminate this employment on provision of 1 week's prior written notice or in the case of the Employer, 1 week's salary in lieu of such notice.

**Salary:**

- 1.20 The Minister for Public Expenditure and Reform shall be solely responsible for pay and all other remunerative aspects of this Contract. The Service shall facilitate the provision of a payroll mechanism for the remuneration of the Employee by the Employer within that Employer's statutory entitlement. The Service is not the employer of the Employee and all matters relating to the employment of the Employee are matters solely for the Employer.
- 1.21 The current rates of pay are as set out in the Scheme known under its abridged title as the Scheme for Secretarial Assistance 2020 (as that Scheme may be amended or replaced from time to time) (the "**Scheme**").
- 1.22 The Employee shall be paid by "Electronic Funds Transfer" and must complete Form 2 authorising the transfer of the funds to his or her Bank/ Building Society Account.
- 1.23 The Employee:-
  - 1.23.1 undertakes to notify the Employer and the Service in writing should he or she become aware that monies in excess of his or her entitlement have incorrectly been paid to him or her; and

1.23.2 agrees that the Employer and/or the Service may deduct any monies which have been so incorrectly paid to the Employee from other monies which may become due to the Employee either arising from his or her employment with the Employer or following the termination of such employment but relating to such employment.

- 1.24 The Employee may, under section 23 of the National Minimum Wage Act, 2000, request from the Employer a written statement of the Employee's average hourly rate of pay for any pay reference period as provided in that section.

**Job Specification:**

- 1.25 The job title is that of *[Secretarial Assistant][Parliamentary Assistant]*. The purpose and duties of the post are fully described in Appendix 2 and the Employee shall comply with these.
- 1.26 The list of duties set out in Appendix 2 is not to be regarded as exclusive or exhaustive. The Employee is required to be flexible in this position and to undertake such other duties as may reasonably be assigned to him or her by the Employer.
- 1.27 The Employee shall carry out his or her duties in a proper, loyal and efficient manner and shall use his or her best endeavours to promote the Employer's interests and reputation, and that of the political party of which the Employer is a member (where relevant) and shall not do anything which is or may be harmful to same.

**Hours:**

- 1.28 Normal working hours shall be from • a.m. to • p.m. Monday to Friday, being a 41 hour week (inclusive of lunch breaks). The Employer may not adjust the Employee's normal working hours without the Employee's agreement. The Employer may, as and when the need arises from the nature of the employment, require the Employee to undertake additional work in the evenings after normal office hours and at weekends and the Employee is expected to be flexible in complying with that requirement. The Employer must give the Employee such notice as is reasonable taking account of the exigencies of the post of any such required overtime. The Employer may not, without the express agreement of the Employee given in any particular instance, require the Employee to work such overtime during any week as would exceed the limit for the time being specified in sub-clause 2. No obligation to pay overtime arises if the Employee has not received express prior approval from the Employer to work the additional hours. This sub-clause is subject to the terms of the Organisation of Working Time Act 1997 as amended or replaced from time to time, and does not purport to prejudice the Employee's statutory entitlements under any such legislation.
- 1.29 Limitations may be imposed from time to time on the payment of overtime whether under the Scheme or otherwise. For information, the current maximum number of hours which may be claimed by an Employee who is eligible for overtime is 8 hours per week.

**Location:**

The Employee is required to work in the Employer's office in the Leinster House complex, Kildare Street, Dublin 2, the Employer's constituency office at • or both. The Employee may be required to work at a reasonably situated alternative location upon the Employer's giving reasonable notice to that effect to the Employee.

**Pension:**

The Employee's employment shall be pensionable and pension benefits shall accrue and be payable in accordance with the terms of the "Superannuation Scheme for Officers employed under the Scheme for the provision for (Oireachtas) Secretarial Assistance" (as may be amended or replaced from time to time).

**Annual Leave:**

- 1.30 The holiday year runs from 1 April to 31 March each year. The annual leave allowance shall be as set out in the Scheme and will be on a pro-rata basis where attendance/term is at a reduced level.
- 1.31 Annual leave entitlement shall be deemed to accrue on a pro rata basis for each complete month of service *[(20 days per annum for Secretarial Assistants)]* *[(21 days per annum for Parliamentary Assistants)]*. All annual leave must be agreed in advance with the Employer.
- 1.32 Leave must be taken within the year to which it relates or, with the consent of the Employer, within the first 6 months of the next leave year. Leave not taken will not be allowed to be retained (otherwise than in accordance with the Scheme) and no payment in lieu of this leave is payable by the Employer, the Department of Public Expenditure and Reform or the Service.
- 1.33 If the Employee starts or leaves employment during a holiday year, his or her leave entitlement is for that year and shall be calculated on a pro-rata basis for each complete month of service.

**Sick Pay:**

- 1.34 In the event of absence from work due to sickness, the Employee is required to contact the Employer or the Party Administrator (if any) by 11 a.m. on the first day of such leave. A medical certificate (form IB1) is required for absence from work for more than two consecutive working days.
- 1.35 There shall be no entitlement of the Employee to be paid during any period of absence arising from illness. In the event that sick pay is paid, this shall be subject to and in accordance with the provisions of the Scheme.

**Confidentiality:**

- 1.36 The Employee must not during the continuance of the employment or at any time thereafter, except as authorised in writing by the Employer in the proper performance of work duties, disclose or cause to be disclosed to any person or use, for the Employee's own purposes or for any purposes other than those of the Employer, or the political party of which the Employer is a member (if any), any Confidential Information (as hereinafter defined) which is received or obtained during the term of the Contract or information in respect of which the Employer, or the party of which he or she is a member (if any), is bound by an obligation of confidence to a third person and the Employee shall use his or her best endeavours to prevent the publication or disclosure of any such information.



- 1.37 All notes, memoranda, documents, records and writings made, received or obtained by the Employee on any matters relating to the organisation, politics, finance, constituents, dealings, transactions or affairs of the Employer or the political party of which he or she is a member (if any), shall be treated as confidential and shall be and remain the Employer's property, or that of the political party of which he or she is a member (if any), whichever appropriate, and shall be delivered by the Employee to the Employer forthwith upon request.
- 1.38 The restrictions contained in this clause shall not apply to any disclosure authorised by the Employer or required in the ordinary and proper course of the employment or as required by the order of a court of competent jurisdiction or an appropriate regulatory authority.
- 1.39 For the purposes of this clause 13, **"Confidential Information"** includes, but is not limited to, any and all information of a political, commercial, personal, sensitive, financial or technical nature relating in any way whatsoever to the Employer's affairs, or the political party of which he or she is a member including, without limitation, know-how, information concerning political policies and or proposals, information that results from research and development, information concerning business affairs, and information concerning existing or prospective constituents and their business and or personal affairs.
- 1.40 The Employee shall not use or otherwise turn to his or her advantage, any knowledge or any connection with the Employer, the party of which he or she is a member (if any) or any of the Employer's constituents, so as to take any direct or indirect advantage of their affairs and other connections.
- 1.41 Subject to the terms of the Contract and, in particular, this clause and clauses 15 and 16, this Contract constitutes the Employer's written consent to the disclosure to the Employee of, and to the Employee's

having access to, the Employer's private papers and confidential communications as defined in section 104(1) of the *Houses of the Oireachtas (Inquiries, Privileges and Procedures) Act 2013* as provided for in section 105(1)(a) and (3)(a) of that Act; however, the Employer may from time to time give written directions to the Employee restricting that disclosure and access and the purposes for which the matter in question may be deployed, and the Employee shall comply with any such direction.

#### **Rules, Policies and Procedures:**

- 1.42 The Employee has been provided with and acknowledges receipt of a copy of the Scheme. The Scheme has been devised for the benefit of the parties and in the interest of a harmonious working relationship and harmonious industrial relations.
- 1.43 Subject to clause 14.3, the Employee shall comply with the rules, policies and procedures which are in force from time to time and which are set out in the Scheme which is issued by the Service and which it reserves the right to change, replace or withdraw at any time.
- 1.44 The Employer and the Employee may devise alternative or amended procedures as they think fit to agree, but in no circumstances shall this entail any additional expense to the Service. Note (b) in Appendix 1 to this Contract is incorporated into this clause 14.3 accordingly.

#### **Data Protection and Freedom of Information:**

- 1.45 The Employer holds personal information about his or her employees for the purposes of the administration and management of their employment (including pension arrangements and other matters ancillary to that employment) and/or the Employer's role as public representative. The Service holds personal information about the Employee for the purposes of the administration and management of the payroll mechanism for the remuneration of the Employee by the Employer.

- 1.46 The holding and processing of the aforesaid information is subject to the General Data Protection Regulation (Regulation 2016/679 (EU)) and the *Data Protection Act 2018* (together the “**Data Protection Laws**”). The Employee hereby acknowledges that the Employer (and the Service as the case may be) may hold and process information about the Employee in personnel files, records and computer files, including that information known in the Data Protection Laws as “**Special Category Data**” (details of which concept will be supplied to the Employee on request) and the commission or alleged commission of an offence and related security measures. This holding and processing is, as the Employee so acknowledges, in respect of Special Category Data necessary for the purposes of carrying out the obligations and exercising specific rights of the Employer or the Employee in the field of employment and social security and social protection law, or in the discharge of the Service’s statutory functions, and in respect of the aforementioned matters concerned with offences, necessary and proportionate for the performance of this Contract to which the Employee is party, as provided for in the Data Protection Laws. The Employee is entitled, subject to the provisions of the Data Protection Laws, to examine the information so held and to request that any incorrect data be corrected.
- 1.47 The Employee acknowledges that in accordance with any relevant request under the *Freedom of Information Act 2014* (as amended) his or her name and grade shall be open to release pursuant to the terms of that Act.
- 1.48 The Employee acknowledges that personal data of third persons must be processed in accordance with the Data Protection Laws and undertakes to co-operate with the Employer in ensuring that that obligation is complied with. Personal data of which the Employer is or was, during the currency of this Contract, the controller is under no circumstances to be processed other than in accordance with this clause 15.4.

**Information Systems:**

- 1.49 Computer and information systems, including email, faxes, telephones, voicemail, instant messages, computers, printers, and data storage facilities of any kind (“**Information Systems**”) are provided by the Houses of the Oireachtas Commission (the “**Commission**”) to Members/parties in order to support them in the performance of their duties, and are to be used for the benefit of the Employer in connection with his or her role as public representative. With regard to all data and files that reside on the Information Systems or are transmitted by and through those Systems, including word processing files, email, voicemail messages, instant messages, or database files etc., the Employee acknowledges that
- 16.1.1 the Employer is the controller
  - 16.1.2 the Information Systems are provided to the Employer by the Service for the lawful use by the Employer and his or her staff
  - 16.1.3 the Service has a legitimate interest in securing the lawfulness of that use, and
  - 16.1.4 the Employee’s use of the Information Systems may be monitored by the Employer or by the Service.
- 1.50 Without prejudice to any other rights it may have, the Employer and the Commission reserve the right, to the extent permitted by the Data Protection Laws, to intercept and/or monitor and/or record and/or view as appropriate the Employee’s use of Information Systems appertaining to the Employer, the Commission, or either or both of them. This Clause 16.2 is to be treated as notice to the Employee of that potential processing.

- 1.51 The Commission may, from time to time, adopt an Acceptable Usage Policy (the **“AUP”**) for Members/parties and their employees and the Employee shall comply with such policies, as may be notified to him or her. Employees, who are found to have visited inappropriate sites at any time, particularly sites containing pornographic, sexist or racist material, will be dealt with in accordance with the provisions of the AUP and of any criminal legislation which may be applicable.
- 1.52 The Employee shall exercise caution even when undertaking Internet searches for legitimate business reasons.
- 1.53 Unauthorised access to and/or use of other employees’ personal passwords, and unauthorised use of Service data, software and information will be dealt with in accordance with the provisions of the AUP and of any criminal legislation which may be applicable.
- 1.54 The Information Systems are assigned to the Members/parties, and they retain a right of access to data stored on the systems, or in server shares or email accounts, or back-up copies of those data, created for the use of by their staff, at any time. Accordingly, all data stored on Oireachtas computer systems, including data which the Employee might expect to be confidential to him or her, can be requested by the Member/party at any time, and the Service’s ICT Unit will facilitate access to all such information if so requested. By signing this Contract and by the Employee’s use of the Commission’s Information Systems, the Employee acknowledges that the interception, monitoring, viewing and/or recording of those data are a necessary adjunct to the Service’s discharge of its statutory duties, and that, save as strictly required by the Data Protection Laws, he or she has no expectation of privacy in respect of email, telephone calls, faxes, voicemail, instant messaging, social media, communications and internet access and/or use.

**Changes to Terms and Conditions:**

The Employer reserves the right, where appropriate or necessary, to amend or vary the terms and conditions in this Contract or any of his or her employment policies. The reservation extends also to the Service (as well as to the Commission acting on behalf of the Service) and/or the Minister for Public Expenditure and Reform, but only insofar as the terms herein concern its, his, or her role and function in providing and administering remuneration and facilitating harmonious industrial relations.

**Health and Safety:**

- 1.55 The Employer is committed to fulfilling his or her obligations under the Safety, Health and Welfare at Work Act 2005 (as amended).
- 1.56 The Employee is requested to examine the safety statement, which is available for inspection, which identifies the risks and hazards of the workplace and states how these can be eliminated, controlled or protected in order that a safe workplace is ensured.
- 1.57 The Employee is reminded that as an Employee, he or she is obliged to cooperate with the Employer in matters relating to the protection of the Employee's health and safety at work.

**Terms of Employment (Information) Act 1994:**

The provisions of this Contract shall constitute notice to the Employee of his or her terms and conditions of employment as are required to be given to him or her pursuant to the *Terms of Employment (Information) Act 1994* (as amended).

**Grievance:**

Should the Employee have any grievance with the Employer, that grievance should be raised orally or in writing with the Employer and/or the Party Administrator (if any). After consultation with the Employee, the Employer/Party Administrator (if any) will take such steps as he or she thinks fit to settle the

grievance. If the matter is not then settled, the Employee may refer the grievance with full details in writing to the Workplace Relations Commission or other appropriate body.

Where a complaint relates to allegations of bullying, harassment or sexual harassment the procedures provided for in the Dignity and Respect Policy 2019 will apply. Complaints may be dealt with under this policy in a formal or informal manner or through mediation where it is deemed appropriate. A copy of the Dignity and Respect Policy will be provided to you by the Employer.

**[This paragraph should be deleted if the Employer has not signed up to the Dignity and Respect Policy]**

#### **Incorporation of Recitals & C:**

The title of this Contract, the descriptions of the Employer and Employee (each also described herein as a “**Party**” or both as the “**Parties**”) at the head of the Contract, and the recitals and Appendices (including in particular the Notes in Appendix 1) to the Contract all form part of the Contract and bind the Employer and Employee as if they were wholly incorporated into the body hereof.

#### **Variation:**

Without prejudice to clause 17, the parties to this Contract reserve the right to vary the terms herein by agreement in writing. Any such variation will henceforth form part of this Contract.

#### **Severance Clause:**

Should any of these terms, conditions or provisions, or any part thereof, be determined to be invalid, unlawful or unenforceable, such term, condition or provision, or any part thereof, shall be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

**Notices**

Any notice, request, instruction or other document to be given hereunder by one Party, shall be delivered by hand or sent by post or facsimile transmission or by electronic mail to the address or the facsimile number or electronic mail address of the other Party set out below (or such other address or number or electronic mail address as may have been notified by that other Party to the first named Party). Any such notice or other document shall be deemed to have been served or delivered at the time of delivery, if delivered by hand, or if sent by post, 48 hours after posting or, if sent by facsimile transmission, upon receipt by the sender of a confirmation sheet confirming that the said transmission has been sent or if sent by electronic mail at the time of sending the electronic mail (provided that no report of transmission or other message transfer failure is received by the Party sending the electronic mail).

**Employer:**

Address: ●

Facsimile No: ●

E-mail: ●

**Employee:**

Address: ●

Facsimile No: ●

E-mail: ●



**Work Share**

At the discretion of the Employer, the Employee may be authorised to work share. In the event that this is so permitted, any of the entitlements of the Employee which arise under this Contract (financial or otherwise) shall be reduced pro rata having regard to the number of hours which the Employer has agreed that the Employee may work. The allocation of overtime between persons work sharing in the same post shall be a matter for the discretion of the Employer.

**Governing Law and Jurisdiction:**

This Contract shall be governed by and construed in accordance with the laws of Ireland and the parties hereto submit to the exclusive jurisdiction of the Courts of Ireland.

**In Witness** whereof this Contract has been duly executed on the date shown at the beginning of this Contract.

**Signed** by the Employer  
in the presence of:

Signature \_\_\_\_\_

Witness \_\_\_\_\_

Date \_\_\_\_\_

Address \_\_\_\_\_

Occupation \_\_\_\_\_

**Signed** by the Employee  
in the presence of:

Signature \_\_\_\_\_

Witness \_\_\_\_\_

Date \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Occupation \_\_\_\_\_

**The notes at Appendix 1 should be read before executing contract.**

## Appendix 1 – Notes on Precedent Contract

This precedent contract may be used in furtherance of, and ancillary to, the Scheme and the legislation underlying and implementing the Scheme, by -

1. a person who at the commencement of the contract is a Member of Dáil Éireann in relation to the employment by him or her of a Secretarial Assistant; or
2. a person who at the commencement of the contract is a Member of Dáil Éireann in relation to the employment by him or her, subject to the conditions set out in Note (d) below, of a Parliamentary Assistant.

### Note (a).

This document provides a precedent for a contract of employment between the person identified at 1 or 2 above and his or her Secretarial or Parliamentary Assistant. Acts of the Oireachtas say when a Member may obtain secretarial facilities in connection with the Member's parliamentary duties. The Service provides a payroll mechanism for the Employer mentioned at 1 or 2. That's why the Service has drawn up this precedent and why the Service is circulating it.

### Note (b).

If this Note and Note (d) make different provisions, Note (d) has priority. The Service mentioned the laws about paying a Member's Secretarial or Parliamentary Assistant in Note (a). This precedent is based on what the Service believes a Member is entitled to get because of those laws, and what it believes are the legal limits of the Service's payroll functions. Neither recourse to this precedent nor the entry into a contract of employment on any other terms can extend the Employer's entitlement under those laws or the Service's payroll functions pursuant to them.

A Member doesn't have to use this precedent to set the terms of the contract of employment between him or her and his or her Secretarial or (where appropriate) Parliamentary Assistant. If the contract of employment entered into by the Member with his or her Secretarial or Parliamentary Assistant does use terms at variance with

this precedent, any additional liability incurred by him or her towards the Secretarial or Parliamentary Assistant (or anyone else) as a result will be borne by him or her personally in his or her capacity as employer. And those other terms still have to comply with general laws governing employment, for instance about equality, dismissal, and so forth.

**Note (c).**

If this Note and Note (d) make different provisions, Note (d) has priority. The Service won't provide the payroll mechanism to the Employer unless there's a contract of employment in place between the Employer and the Secretarial or Parliamentary Assistant. Also, in consideration of the payroll mechanism being provided, the Employer agrees that, within one month of his or her entering into that contract, (s)he the Employer, will give a copy of the contract to the Service. Similarly, if the Employer agrees any variation of the contract with the Secretarial or Parliamentary Assistant, (s)he the Employer, will supply a copy of the relevant amendment to the Service within one month of agreeing it.

**Note (d).**

There are Regulations having legal force, known as Statutory Instruments. A person who is a Member of Dáil Éireann when he or she first employs a Parliamentary Assistant has the Parliamentary Assistant's remuneration covered by the Service on conditions set out in the Statutory Instruments.

Among these are that the Member must write to the Commission to say that he or she wants to employ a Parliamentary Assistant rather than receive a Secretarial Allowance. How Members of Dáil Éireann generally may ask to employ a Parliamentary Assistant is regulated from time to time by policy decisions of the Commission.

It is the current general policy of the Commission that, as soon as practicable after the Member is elected, he or she must write to the Commission expressing a wish either to employ a Parliamentary Assistant or receive the Secretarial Allowance. A Member may, after employing a Parliamentary Assistant, decide that he or she would instead prefer to opt for the Secretarial Allowance. This involves terminating the Parliamentary Assistant's employment, and the Parliamentary Assistant is entitled by law to a minimum period of notice of this termination ("**minimum statutory notice**"). It is further the general policy of the Commission that

- (i) a Member who initially decided to employ a Parliamentary Assistant may only once during the term of the Dáil opt instead to avail of the Secretarial Allowance, and
- (ii) he or she must time that choice so that the minimum statutory notice expires not later than one year after the date on which the Member expressed in writing to the Commission his or her initial choice to employ a Parliamentary Assistant.

The Commission may let a Member make choices not contemplated by the general policies, but only in special circumstances.

Where a Member of Dáil Éireann is using this precedent for employing a Parliamentary Assistant, he or she is only allowed to use it if the Parliamentary Assistant is employed consistently with the Statutory Instruments and Commission policies referred to in this Note (d), or any replacement for them that may be in force from time to time, or in the special circumstances where the Commission has allowed departure from the general policies.

Appendix 2

Job specification

Purpose:

Duties of Role:

The list of duties set out this Appendix is not to be regarded as exclusive or exhaustive. The Employee is required to be flexible and to undertake such other duties as may reasonably be assigned to him or her by the Employer.



## **Houses of the Oireachtas**

Leinster House

Kildare Street

Dublin 2

Do2 XR20

[www.oireachtas.ie](http://www.oireachtas.ie)

Tel: +353 (0)1 6183000 or 076 1001700

Twitter: @OireachtasNews

## **Connect with us**



## **Download our App**

