



An Coimisiún um Chaidreamh san Áit Oibre  
Workplace Relations Commission

Teach Thomás Mac Seáin, Bóthar Haddington, Baile Átha Cliath 4, Éire  
Tom Johnson House, Haddington Road, Dublin 4, Ireland  
D04 AE64

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

25 October, 2016

C-161281-16

### ESB/TEEU- PCI related issues

In the context of a dispute concerning the ESB and the TEEU the Workplace Relations Commission facilitated discussions with all relevant parties involved on issues concerning the recent ESB Comprehensive Agreement on Pay, Conditions & Integration (PCI).

During extensive discussions, the Commission itself explored all of the issues with the parties in a concerted effort and attempt to assist the parties reach a more comprehensive understanding and clarification of the terms of the aforementioned agreement.

The Commission notes the parameters under which all parties entered into these discussions and also notes the genuine good faith efforts of all parties in the circumstances prevailing.

Following intensive engagement over a number of days the Commission believes that the discussions between the parties have been fully exhausted and that understandings set out below accurately represent what is intended under the PCI on the issues concerned. The Commission, in all the circumstances and taking account of the potential consequences applying in this situation, urges all involved to give the most serious consideration to the clarifications/understandings set out below.

#### Clarifications/Understandings

These clarifications/understandings are to be read in conjunction with the Comprehensive Agreement on Pay, Conditions & Integration (PCI).

##### **1. Relocation**

Existing staff have a defined base. All staff recruited from May 2015 will have a defined base in their contract of employment. Forced relocation is not a feature of PCI.

##### **2. Sick Leave and critical illness cover**

All existing staff covered by 2.12 of the 2002 Comprehensive Agreement continue to be covered by this arrangement. There is no change and current sick leave arrangements will continue to operate as heretofore.

New staff and existing members of the income continuance scheme will have their sick leave cover enhanced as a result of PCI. Application can be made to the income continuance scheme (which is an insurance scheme paid for by the company) after 13 weeks full pay / 13 weeks half pay for two thirds of salary less the class A PRSI social welfare payment. This arrangement provides cover for the full period of a certified critical illness.



### **3. Recruitment**

In PCI, the company is committed to providing career development opportunities for all our staff, across the full organisation and such consideration will always be taken into account in any selection decision. As a further understanding vacancies will be advertised internally initially except for roles that are currently filled externally and as such it is not the intention of the company to recruit externally at the expense of career opportunities for staff. Where vacancies cannot be filled by this process, or where the skill set does not currently reside in the business, they will be advertised externally.

The model is designed to ensure that ESB attract, retain and motivate staff. In the unlikely event of any exception to the normal operation of the PCI model for roles, this will be advised to the JOG and can be taken by either party into the Pay Negotiations every 3 years. The JOG will review the ratio of internal to external appointments as part of its function.

PCI does not specify the qualification required for entry to any level or role. However, for clarity in relation to the 2C NT role, the minimum entry for new entrants to the 2C NT role is a time served electrical apprenticeship.

### **4. Bonus**

The majority of existing staff are not affected by the PCI bonus arrangement. As set out in PCI, the bonus is only relevant to staff in the PCI model i.e. New Entrants or existing staff who have entered the PCI model by either promotion or opting in.

The process of Performance Management is well established within ESB.

The PCI agreement sets out in detail the eligibility and bonus range for each of the PCI pay bands for staff in the PCI model. Performance management systems will assess performance on the standard "my goals" five point continuum. Sharing of information in the context of joint oversight of this agreement will however be on a three point basis taking the top two points together and the bottom two points similarly. No aspect of this recommendation or agreement should be construed as implying an agreement to forced distribution as a feature of operation of the system of performance management.

Under PCI, the annual salary review process will inform pay progression within band and bonus outcome for the individual.

For clarity, individuals will get a single year-end review rating (1 to 5).

In the case of staff with a bonus range of 0 to 7%, the following outcomes can be expected:

- Meeting expectation: 4%
- Staff who get a year end rating better than 'meeting expectations' will be eligible for a bonus in the range 4 to 7%

Any staff member may appeal their annual rating to the Human Resource Manager in the relevant Business Unit and with recourse to normal industrial relations procedures.

### **5. Progression**

The majority of existing staff are not affected by the PCI progression arrangement. Progression as set out in PCI is only relevant to staff in the PCI model i.e. New Entrants or existing staff who have entered the PCI model by either promotion or opting in.



As set out in PCI, all staff who meet expectations are guaranteed to move from the min to the max of the pay band.

As a further understanding based on modelling with an associated set of assumptions / market conditions, a staff member will attain the max of their pay band in 11 to 15 years (the former based on consistently exceeding expectations while the latter relates to meeting expectations). Based on similar assumptions, an individual consistently exceeding expectations, will attain the top of the high performance range in 15 years.

As set out in the memorandum of understanding of the 23rd June 2016, in the event of management failing to provide training to an individual or does not provide an individual with the opportunity to exercise the training learned, that individual will progress through the pay band as if they had fulfilled the training/competency objectives. Both the company and the individual will recommit to getting the development plan back on track before the following annual salary review.

## **6. BPSA**

Nothing in PCI modifies any aspect of BPSA for existing staff in their current role. BPSAs set out the level of purchased hours for existing staff in their current role.

The PCI agreement sets out clearly the terms and conditions that are to apply to new staff and promotions in BPSA locations. This will not result in any alteration to operational/maintenance arrangements applying to existing staff in terms of the operation / drawdown of their purchased hours in their current role.

The PCI agreement sets out that the purchased hours and overtime are both exclusively based on business needs.

If there is a requirement in an O&M role to work outside of hours (in whatever situation), that will generate a business need in relation to purchased hours. As a further clarification, the company will detail the quantum of purchased hours and will consult with the relevant unions. ESB respects the right of any trade union to raise a grievance which can be progressed through existing industrial relations procedures.

## **7. Portfolios**

Portfolios provide staff within their portfolio an opportunity to compete for grades at a higher level as vacant grades arise due to staff exits, promotions etc.

Each portfolio has an agreed proportionality of grades. The use of vertical slicing is as heretofore and, as the overall portfolio number falls, maintains this proportionality and opportunity for the staff in that portfolio.

It is not the intent of PCI to impact negatively on portfolios operating as intended. On a 6 monthly basis between portfolio reviews, all relevant portfolio information will be shared with the unions including any migration from any portfolio due to staff exercising the option to move to the PCI model. The process will be fully transparent.

At each Portfolio Review (which must be completed within 3 months of the end of the relevant Portfolio Review period), if an agreement cannot be reached, both parties will refer the issue through procedures to the Industrial Council within an additional 6 weeks.

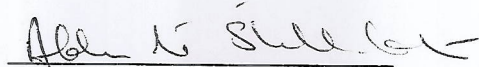
In order to ascertain the current status of the NT Portfolio in relation to the above, there will be an immediate review of all portfolios, which includes the NT portfolio, up to December 2015 and all vacant grades will be immediately filled. The review process for 2015 will be the same as that applied for the 2014 Portfolio Review.

#### **8. On-Call**

During the course of the facilitation process it became apparent to the Workplace Relations Commission that the issue of the On Call allowance under the PCI was one of interpretation rather than clarification and therefore falls to be dealt with separately.



Anna Perry  
Director



Aoibheann Ní Shúilleabháin  
Deputy Director



25 October, 2016

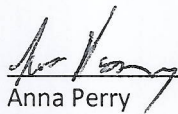
## ESB/Group of Unions

### On Call Allowance

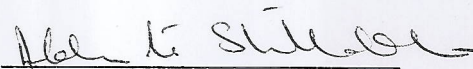
During the course of facilitated discussions under the auspices of the Workplace Relations Commission on issues of clarification relating to the PCI Agreement, the Commission noted that a fundamental difference existed between the Company and the Group of Unions on the interpretation of the provisions in the PCI relating to the On Call allowance. In light of the current absence of a fully constituted ESB Industrial Council and in an effort to ensure an agreed full and timely implementation of the PCI, the Commission, on a once-off basis, has agreed to issue an interpretation on the clause in dispute. **This interpretation below is being given solely on the basis of all parties agreeing to its acceptance and on the basis that all parties agree to the implementation of the PCI (& subsequent clarifications) in its entirety.**

#### On Call Allowance:

The application of the on call allowance for existing staff remaining outside PCI remains unchanged whilst in their current role. For all entrants into the PCI model, the on call allowance will be as set out in PCI.



Anna Perry  
Director



Aoibheann Ní Shúilleabháin  
Deputy Director





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To:

TEEU  
&  
ESB

Re: ESB/TEEU – PCI related issues

It should be noted by all parties concerned that the Workplace Relations Commission is tabling the attached documentation only on the basis that the Union has confirmed that it will be recommending the PCI for acceptance.

A handwritten signature in blue ink, appearing to read 'Aoibheann Ní Shúilleabháin', is written over a horizontal line.

Aoibheann Ní Shúilleabháin  
Deputy Director  
25 October, 2016





At a meeting between the Company and the GoU today, the GoU sought an assurance in relation to the company's intent with regard to the future impact of the PCI proposals on existing staff.

The following was jointly agreed.

*'It is not the intention of this proposed agreement to impact negatively on the pay, terms and conditions of existing staff either now or into the future up until they exit the company'.*

23<sup>rd</sup> June 2016



## **Memorandum of Understanding**

**on**

### **Proposal for a Comprehensive Agreement on Pay, Conditions and Integration**

#### **dealing with craft based roles.**

The PCI proposal provides for craft progression within each band based on the attainment and satisfactory delivery of competencies.

Given the significance of competencies which determine craft progression, a management / union forum will be established in each business unit. A set of core competencies will be defined. Subsequently competency needs will be identified and training will be provided to all persons in craft based roles and the training will be implemented in line with training plans.

Both the unions and the company agree that an individual is guaranteed to progress to the max (115%) on the attainment and satisfactory delivery of competencies (as they will have achieved expectations). Furthermore, staff can accelerate their progression through their pay band and progress up to the top of the high performance range by consistently exceeding expectations.

In the event of the management failing to provide training to an individual or does not provide an individual with the opportunity to exercise the training learned, that individual will progress through the pay band as if they had fulfilled the training / competency objectives. Both the company and the individual will re-commit to getting the development plan back on track before the following annual salary review.

In the event of difficulty concluding the local engagement on competencies within any BU, the matter will be referred to the JOG and onward to the Industrial Council if unresolved.

#### **Promotion**

Movement across the craft bands 2C, 3C & 4C is the same as promotion across all other bands

23<sup>rd</sup> June 2016





## **ESB/ESB GOU**

### **Proposals for a Comprehensive Agreement**

#### **Covering note from Facilitator to accompany the proposals.**

In March 2016 I was asked to facilitate the final stage of negotiations between the ESB and the ESB GOU with the objective of reaching an agreement by way of a comprehensive proposal on pay and conditions.

These facilitated negotiations represent the conclusion of a long period of engagement through direct negotiations, the involvement of the WRC and two decisions of the Industrial Council in 2015.

This round of negotiations involved a detailed and intensive examination of every line of the terms surrounding the proposed new sustainable pay and reward model for the ESB, including the subsidiary companies. That this model represents a significant change in the established means of evaluating performance in the ESB is reflected in the complex and wide ranging elements of the attached proposal. Unions and management were tasked with achieving change which would be equally fair and workable for both current and future employees.

Underlying all of the discussions was a joint desire to remove the PCBA and to replace it with an alternative, more constructive means of achieving the required payroll savings through a sustainable pay model.

Following this intense engagement, I am satisfied that there was nothing further to be achieved by either side at the end of the negotiations which concluded on April 7<sup>th</sup> 2016.

As the facilitator I wish to commend all of the union and management representatives who without exception contributed to the debate and the outcome in terms of the attached proposal.

Janet Hughes

Facilitator

11th April 2016





# **ESB & GOU**

## **Comprehensive Agreement on Pay, Conditions & Integration**

### **April 2016**

#### **Introduction**

The following are the terms of a comprehensive agreement on pay and conditions for all staff up to and including professional and middle management in this employment jurisdiction.

The terms of this agreement provide for a sustainable pay model for the foreseeable future. From the date of acceptance this new agreement replaces Payroll Cost Base Agreement (PCBA) and eliminates the need for additional interlocks. The enduring savings set out in the Payroll Cost Base Agreement (PCBA) will still be delivered as a consequence of this agreement.

#### **Pay**

There is no negative impact on current pay and conditions for any staff whilst in their current role. There are further significant protections on pay and conditions for existing staff.

There will be a lump sum payment of €2,750 for all staff covered by this proposal.

In addition to the 2% already paid in April 2015, there will be an additional;

- 2.75% rate increase paid 1<sup>st</sup> April 2016
- 2.75% rate increase paid 1<sup>st</sup> August 2017

This pay claim settlement covers the period up to end 30<sup>th</sup> September 2018

All annual salary reviews in this period will be carried out in January.

Annual salary reviews for staff with defined max will progress per current arrangements. These staff also have the option to opt out of the new model to attain their max. Any issue around the application of this clause may be referred to Joint Oversight Group in the 1<sup>st</sup> instance and if unresolved will be referred through procedures.

Annual salary reviews for staff without a defined max will be by reference to their relevant pay band (1-7 & 2C-4C) and these are the only bands against which this group will be reviewed. Optionality is not applicable to staff without a defined max. In recognition that these staff do not have a defined max their PACT 3% will be excluded when reviewing their base pay against their relevant pay band, thus allowing earlier entry into a relevant min/max pay band. In effect, the PACT 3% is set aside and continues to be paid above the pay band.

In the case of the rate increases set out above, all staff subject to an annual salary review will receive these increases or the outcome of their annual salary review, whichever is greater.

Staff in an existing pay scale with a defined max will continue to progress to that max.

Profit Share payments will continue to be capped at the 2011 payment levels and will apply to all staff.

#### **Future Pay Negotiation**

In September 2018, the unions and the company will re-engage in a process, to be concluded by the end of December 2018, to agree pay movement for the following 3 years (as defined in Appendix 1).

All future pay increases will be aligned to deliver the agreed PCBA savings over time.

Pay progression for all staff beyond the period of the pay claim will be as set out in Appendix 1.

### **Promotions**

The company is committed to providing career development opportunities for all our staff and such consideration will be taken into account in any selection decision.

Promotion is from band to band and by business need.

All vacancies are open to all staff in the organisation. All promotions are to the new model.

The value of a promotion will be the same for all staff. Promotions will be to at least the minimum of the promotional pay band. In all cases a superannuated rate increase equal to 8% of the starting salary of the promotional band along with the associated bonus will apply (1.2 multiplier applies where the individual is already in receipt of a bonus).

If an existing staff member is currently subject to incremental progression, they will continue to progress by means of increments (subject to satisfactory performance) if promoted to the new model.

In addition, and in order to make sure promotions remain attractive, all promotions are based on role mapping, not grade equivalent mapping.

A promotion is defined as an individual successfully securing a bigger role than their current role (as set out in the role size matrix previously provided), following a selection process. On promotion, an individual will no longer be part of a portfolio.

New model allowances will apply to all promotions unless the individual is already in receipt of an existing and more beneficial allowance which is still relevant to the promotion.

A 12 month probationary period with a review at 6 months will apply to all promotions.

Rotation and development opportunities will be as per Appendix 3. For staff in portfolios, the current arrangements in relation to rotation and development opportunities will continue to apply.

### **Recruitment**

In the main vacancies will be advertised internally initially. Where vacancies cannot be filled by this process or where the skill set does not currently reside in the business they will be advertised externally. The company remains committed to career development of existing staff.

### **Portfolio**

Portfolio reviews will continue to operate as they have always operated for existing staff who are currently in a portfolio.

All portfolios will be reviewed up to December 2015, and all vacant grades will be immediately filled. The date of application will be agreed as part of local portfolio reviews. (This includes formalising arrangements for the single technical portfolio in Networks).

Following this review all portfolios are restricted to the existing members of that portfolio.

Following a rationalisation on a cost neutral basis of smaller portfolios, there will be portfolio reviews every 2 years starting from 2018. Portfolios will continue to be vertically sliced as staff leave portfolios.

### **ITS/Telecoms/P&MMs**

ITS / Telecoms staff and P&MMs can access their current max.

### **Existing Developmental Opportunities**

Advertised developmental opportunities filled in the period 1st January 2013 to date of acceptance of this proposal, which prior to that date would have traditionally resulted in a rate increase or grade, will be treated as new promotions as set out above, with the appropriate rate increase, bonus and associated allowances applying from date of acceptance of this proposal.

### **Non pay T&Cs**

The new model non pay T&Cs, where better than those currently, will apply immediately to all existing staff on acceptance of this proposal. Existing staff can avail of a contract, on their existing terms, with 'ESB' as employer.

### **Floor Numbers**

Floor numbers, where subject to agreement, are as set at December 2015. This will continue to apply and will be made up of both existing and new staff numbers.

Where there is an existing agreed floor number and management propose to alter the agreed floor number management will engage with the relevant union(s) to agree on the proposed change and the basis for that change.

The company remains committed to operating with its own resources as the primary business model and no part of this agreement can be taken as an agreement to alter existing arrangements as regards the deployment of external or contracted resources.

### **Treatment of existing fixed term staff**

Fixed term workers prior to the 15<sup>th</sup> May 2015 will be offered permanent contracts of employment (consistent with the terms and conditions of the existing collective agreements) on successful completion of probation and ongoing satisfactory performance if they are in enduring roles. This group (136 of which 112 are NTs) have the option to retain their existing grade rather than the new model pay band. Where they opt for their existing grade they will be fully included in a portfolio if appropriate.

### **New Model**

All new entrants are to the new model. Details are set out in Appendix 3.

The new model as implemented in May 2015 will be amended following agreement and the agreed arrangements will be applied retrospectively to any new staff who have joined ESB since 15<sup>th</sup> May 2015.

The new model will apply in all parts of the business. All staff will fully co-operate with the implementation of the new model.

Staff will be eligible to move to the new model and have access to the associated bonus when the total of their base pay and pensionable allowances in the nature of base pay come into line within the min/max range of their associated new model pay band.



- Staff in an existing pay scale with a defined max will move to the new model based on the higher of grade or role band mapping as previously provided (subject to optionality below).
- Staff without a defined max will have their PACT 3% excluded when reviewing their base pay against their relevant pay band, thus allowing earlier entry into a relevant min/max pay band. In effect, the PACT 3% is set aside and continues to be paid above the pay band.

Staff leave portfolio when in the new model.

Staff will progress through the new model as set out in Appendix 1.

#### **Optionality of entry to new model**

The default position for staff who have access to a max in a defined pay scale and/or are in a portfolio is that they remain in their current pay model. They have the option to opt into the new model on a voluntary basis when eligible to do so and have access to the associated bonus when the total of their base pay and pensionable allowances in the nature of base pay come into line with their associated new model pay band.

Where relevant, existing staff will benefit from movement to the new model based on the higher of role or grade equivalent band mapping as set out in Appendix 3.

#### **Joint Oversight Group (JOG)**

The parties will put in place a Joint Oversight Group to:

- Support, monitor and oversee the implementation of this agreement
- Provide an appeals mechanism for role mapping/benchmarking
- Review any issue in relation to recruitment
- Ensure objective application of the progression matrix

## **Appendices**

Appendix 1 - Future Pay Negotiations & Progression

Appendix 2 - Role and Grade Mapping

Appendix 3 - New Model

## **Appendix 1: Future Pay Negotiations & Progression**

### **Pay Negotiations**

Beyond the period of the current pay claim, the parties will engage every three years commencing in October 2018 to reach a three year agreement setting Minima and Maxima for the pay bands (1-7 & 2C-4C) and the rate of pay increase for staff not within the pay band for their role. That agreement will rely on effective job sizing and market comparisons across the bands measured against agreed peer organisations as well as independently verifiable market information and data which either party or both may bring to the table. It will also take account of any other factor the parties may bring forward as relevant at the time, e.g. company financial position, national / sectoral agreements, CPI, competitive challenges and prevailing market norms. The parties accept that their agreements may contain differential provisions as they might agree at any time.

### **Pay Progression**

All new entrants will be in the new model pay bands.

All staff who are within the pay band for their role will progress to the max of their relevant pay band as follows:

- Staff who are within their relevant new pay band will, subject to at least meeting expectations, progress from the minimum to mid-point of their band within 7 years in line with the matrix below
- Staff who are within the range mid to max will, subject to at least meeting expectations, progress to the max. The rate of progression will be dependent on their performance and market movement for that role.

No staff member can be at a point below the minimum of their pay band for their role.

Staff who are not within the pay band for their role will receive the rate increase agreed as part of future pay negotiations.

### **Example Band 5 – Min to Mid Progression based on performance rating and position in band.**

As part of the three year engagement on Pay Negotiations, the min/max are agreed between the unions and the company based on criteria as set out above. This results in:

- A revised mid-point.
- Revised threshold points ( i.e. 85%; 90%; 95%) at which the different rate increases apply.
- As a consequence of the revised mid-point the percentage in each box of the matrix is reviewed to ensure that an individual who consistently meets expectations is guaranteed to reach the mid-point (100% point) of their pay band within 7 years.

Taken together, these factors result in the min to mid progression matrix overleaf

|                  |               | Unacceptable | Needs Improvement | Meets Expectations | Exceeds Expectations | Exceptional  |
|------------------|---------------|--------------|-------------------|--------------------|----------------------|--------------|
| <b>100%(Mid)</b> | <b>55,713</b> | <b>0.00%</b> | <b>0.50%</b>      | <b>1.75%</b>       | <b>2.25%</b>         | <b>2.75%</b> |
| <b>95%</b>       | <b>52,928</b> | <b>0.00%</b> | <b>1.00%</b>      | <b>2.25%</b>       | <b>2.75%</b>         | <b>3.25%</b> |
| <b>90%</b>       | <b>50,142</b> | <b>0.00%</b> | <b>1.50%</b>      | <b>2.75%</b>       | <b>3.25%</b>         | <b>3.75%</b> |
| <b>85% (Min)</b> | <b>47,356</b> |              |                   |                    |                      |              |

An individual will, subject to satisfactory performance and market, progress to the max point of their pay band (115%).

An individual who continually and consistently exceed expectations will have access to the high performance range in their pay band.

Note:

- The pay band range span +/- 15% of the midpoint (or 100% point) i.e. from 85% at the minimum to 115% at the maximum
- There is a high performance range above the max of the pay band
- The pay movement from the min to mid point (100%) will be based on the above percentages which are reviewed and agreed as part of the 3 yearly cycle.

## **Appendix 2: Role & Grade Mapping**

All current roles within the company have been sized and mapped to a relevant pay band in the new model (Role Mapping). Each pay band has a clear min / max and associated bonus range. This establishes the reward (pay and benefits) that will apply to these roles.

Mapping establishes the relative position of an individual's current reward arrangements to those set out in the new model and this informs existing staff when or if they are likely to move into their relevant pay band.

In addition to role mapping, staff in an existing pay scale with a defined max will also be mapped to a relevant pay band based on their grade. This is known as grade mapping, and the detail is set out in the table titled Grade Equivalent Mapping (see website [www.workingatesb.ie](http://www.workingatesb.ie) ). This addresses an issue caused by portfolio whereby staff on the same grade could be fulfilling different sized roles. Grade mapping ensures that all staff on the same grade will be eligible to be aligned to the same pay band in the new model.

### **How to use the role / grade mapping tables**

The role mapping table describes the roles in the organisation and their associated pay bands.

Staff should first refer to the generic role size table. Staff in an existing pay scale with a defined max should also refer to the grade equivalent mapping table.

Where there is a difference between a role and grade mapping, staff will be mapped based on the higher of role or grade.

The tables and further details on how to use these tables are available on (see website [www.workingatesb.ie](http://www.workingatesb.ie) )

### Appendix 3: New Model

Detailed below are the proposed arrangements for the new reward model to apply to new entrants and existing staff moving to their relevant pay band.

The arrangements in this document will be applied retrospectively to any new staff who have joined ESB since 15th May 2015.

#### **Employment Entity**

The employment entity, in this employment jurisdiction, for all new staff joining ESB and its subsidiary companies is ESB with the exception of Joint Ventures and Special Purpose Companies.

#### **Pay**

Future movement of the minima and maxima of the new pay bands and progression for staff in these pay bands is as set out in Appendix 1.

Pay progression will apply to all staff in the new reward model who meet or exceed expectations.

Accelerated progression to the max for staff who exceed expectations will also be a feature. Staff who consistently exceed expectations will have access to a high performance pay range.

#### **Pay Band Structure**

The new banding structure in ESB has 7 generic levels and 3 craft based levels covering all staff up to and including professional and middle management. All roles in the organisation have been mapped into these levels as referred to in Appendix 2.

The min / max associated with these bands are set out below:

#### **Generic Pay bands**

|          | Band 1/2* | Band 3 | Band 4 | Band 5 | Band 6 | Band 7 |
|----------|-----------|--------|--------|--------|--------|--------|
| Max 115% | 36,964    | 44,356 | 53,227 | 64,070 | 76,884 | 92,262 |
| Mid 100% | 31,742    | 38,570 | 46,285 | 55,713 | 66,856 | 80,227 |
| Min 85%  | 26,520    | 32,785 | 39,342 | 47,356 | 56,828 | 68,193 |

\* Doesn't conform to the +/- 15% range

#### **Craft Based Pay bands**

|          | Band 2C* | Band 3C | Band 4C |
|----------|----------|---------|---------|
| Max 115% | 44,356   | 53,227  | 63,873  |
| Mid 100% | 39,858   | 46,285  | 55,542  |
| Min 85%  | 35,360   | 39,342  | 47,211  |

\* Doesn't conform to the +/- 15% range

#### **Craft based roles**

Progression within the craft bands will be the same as progression in all other bands. The annual salary review will include an assessment of the attainment, ongoing demonstration and retention of the core competencies that underpin the role. All staff who meet expectations will progress to the

max of the pay band. 'Meets expectations' requires the individual to attain and demonstrate the necessary competencies identified.

A set of core competencies will be defined. The company and unions will engage by business unit on the detail of the necessary competencies and skills.

At commencement to 2C a specific development plan will include:

- Specific training, knowledge and experience to be completed
- System approvals to be attained
- Work behaviours and system approvals to be demonstrated.

If an individual is not meeting expectations (does not progress based on their annual salary review), then a clear revised development plan will be put in place and signed off.

Staff who continually and consistently exceed expectations will have access to the high performance range (HPR), as set below:

**High Performance - Generic Pay bands**

|     |          |        |        |        |        |         |
|-----|----------|--------|--------|--------|--------|---------|
|     | Band 1/2 | Band 3 | Band 4 | Band 5 | Band 6 | Band 7  |
| HPR | 40,178   | 48,213 | 57,856 | 69,642 | 83,570 | 100,284 |

**High Performance - Craft Based Pay bands**

|     |         |         |         |
|-----|---------|---------|---------|
|     | Band 2C | Band 3C | Band 4C |
| HPR | 48,213  | 57,856  | 69,427  |

All pay bands are fixed until the next pay negotiation process (2018).

**Performance Management**

Performance management systems will assess performance on the standard 'My Goals' five point continuum. Sharing of information in the context of joint oversight of this agreement will however be on a three point basis taking the top two points together and the bottom two points similarly. No aspect of this recommendation or agreement should be construed as implying an agreement to forced distribution as a feature of operation of the system of performance management.

The annual salary review process will inform pay progression within band and bonus outcome for the individual.

The bonus levels associated with each band are set out below:

| Band        | Individual's Performance-related Bonus |
|-------------|--|
| 1-4 & 2C-4C | 0 – 7% of the individual's salary      |
| 5 – 7       | 0 – 10% of the individual's salary     |

**Allowances**

All allowances are role-specific and will be paid for working arrangements or duties associated with the role. When a staff member moves to a role without the same requirement, the allowance will cease with effect from the date of transfer.

All allowances are non-pensionable.



### Fixed Rate Allowances

Amounts, non-pensionable (annual amounts and additional annual leave days as shown)

| <b>Allowance</b>                          | <b>€ (and additional leave if applicable)</b> |
|---|---|
| Car Allowance (roles with > 14,000 km)    | 5,000   |
| On Call/ ITS Production Support & Standby | 5,000 (+ 5 days additional leave)             |
| NT Standby Allowance                      | 1,500 (+ 2 days additional leave)             |
| Availability / ITS Production Support     | 4,000 (+ 2 days additional leave)             |

### Notes

- The low rate of mileage applies to new car allowance
- The existing 'eating on site' allowance will apply to new NT entrants
- There is no change to any supplementary payments associated with these allowances unless specified in this document

Only one availability / on call type allowance can be held at any given time.

### Base Pay Allowances

Calculated by reference to base pay rate, non-pensionable

| <b>Allowance</b>       | <b>Calculation</b>  |
|------------------------|---|
| Over Time              | Time +1/2, double time as per current arrangements  |
| Purchased Hours        | Standard multiplier of 1.65   |
| Shift Allowance        | Rates unchanged, rate includes Bank & Board holidays<br>(Existing additional leave continue to apply) |
| Excessive Hours (ESBI) | Existing arrangement continue   |

Nothing in this agreement can be interpreted as agreement to any alteration in relation to operational arrangements applying to existing staff in terms of the operation / draw down of purchased hours.

### Overtime and Purchased Hours

Overtime and Purchased Hours for new entrants will be exclusively on business need

- Craft based roles @ 2C/3C/4C are eligible for overtime (or Purchased Hours drawdown in the case of BPSAs)
- O&M roles within BPSA will be eligible for Purchased Hours
- Middle Managers / Professionals @ 4/5/6/7 are not eligible for overtime or purchased hours.
- It is not anticipated that an afterhours presence will be a requirement for team leads / clerical, however if this exceptional situation arises, it will be dealt with on a case by case basis.
- All additional hours (Overtime and Purchased Hours) are subject to business requirements

### Allowances - General

Only the allowances specified here are part of the new reward model. Generic cross company, category and location specific allowances will not apply to new entrants.

Existing arrangements for expenses / subsistence will apply to new entrants.

Electricity discount will be applied to new entrants and the quantum remains unchanged.

Profit Share will apply to all new entrants

### Supplementary Payments

ITS staff in receipt of the Production Support & Standby Allowance will also be eligible for the following supplementary payments:

|   |  |
|---|--|
| Payment per response when on standby                      | €100                                       |
| Weeks off per response or standby after midnight & S/S BH | €200                                       |
| CCP Manager (paid when rostered on)                       | €200 pw – for non actionable calls/alerts. |

ITS staff not in receipt of the Production Support & Standby Allowance will receive €300 per emergency cover response.

### Non Pay Terms and Conditions

#### Hours of Work

The core hours of work for craft (2C), non craft and shift staff remain as is and are unchanged.

#### Annual Leave

| Service  | Leave Entitlement |
|----------|-------------------|
| Initial  | 21                |
| 2 years  | 22                |
| 5 years  | 23                |
| 7 years  | 24                |
| 10 years | 25                |

In addition to the annual leave entitlement set out above, 2 additional discretionary company days apply on Good Friday and the 27th December.

#### Sick Leave Privileges

Where a staff member is unfit for work, the following sick leave privileges are extended to staff:

- Uncertified / Casual Sick Leave = 5 Days Paid Sick Leave  
*Applied over 12 month Rolling Period*
- Certified Sick Leave = 26 Weeks Paid Sick Leave  
*(13 weeks Full Pay and 13 weeks half Pay)*  
*Applied over 4 year Rolling Period*

#### Disability Payment Scheme

After 26 weeks paid sick leave an application may be made for income continuance under the company's Disability Payment Scheme. There will be an enhancement to the existing income continuance scheme to provide for payment of two thirds salary less the social welfare payment (the current arrangement deducts twice the social welfare payment).

Notification / certification in relation to sick absences remain unchanged. ESB's policy in relation to payment for absences arising from third party accidents is also unchanged.

#### Other Leave

All leave requires prior management approval.

| Leave                         | Leave Entitlement     | Paid / Unpaid                          |
|-------------------------------|-----------------------|--|
| Maternity                     | Up to 52 weeks        | 26 weeks paid / 26 weeks unpaid        |
| Paternity                     | Up to 10 days         | 5 days paid / 5 days unpaid            |
| Adoptive                      | Up to 50 weeks        | 24 weeks paid / 26 weeks unpaid        |
| Parental                      | Statutory             | 18 weeks unpaid                        |
| Compassionate                 | Up to 5 days          | Up to 5 days paid                      |
| Force Majeure                 | Statutory             | Up to 5 days paid over a 3 year period |
| Marriage / Civil Partnership  | Up to 10 days         | 5 days paid / 5 days unpaid            |
| Carers                        | Statutory             | Up to 104 weeks unpaid                 |
| Study / Exam leave            | Course Dependent      | Paid                                   |
| Conferring                    | 1 day                 | Paid                                   |
| Life Time Balance             | 6 to 20 weeks         | Unpaid                                 |
| International Sporting events | Management Discretion | Paid & Unpaid                          |

#### Pension

The existing DC pension will apply to all new entrants

#### Death in Service

Death in service cover will apply to active members of the DC Pension Scheme as follows:

- 8 times pensionable salary if married/civil partner or have dependent children
- 4 times pensionable salary if single and without dependent children
- Plus value of account at time of death

#### Probationary Period for New Entrant

The probationary period for new entrants will be 8 months. During this period there will be regular interaction with the new entrant, however there will be a formal review at both 4 and 8 months. Probation may be extended by 2 months (beyond the 2nd review of 8 months) in exceptional circumstances.

#### **Promotion / Recruitment**

The company is committed to providing career development opportunities for all our staff and such consideration will be taken into account in any selection decision.

Appendix 2 (see website [www.workingatesb.ie](http://www.workingatesb.ie)) sets out sustainable and achievable career structures within the organisation. The company will set out the development structures to underpin the career progression of individuals within the organisation.

#### **Rotation/Development Opportunities**

Rotation will be a feature for developmental and business need, and will be considered across the full group structure (not constrained by BU boundary or staff contract type).

- If a rotation / developmental opportunity is to a role in the same pay band, there will be no change to salary or bonus level

- If a rotation / developmental opportunity is to a role in a pay band below the individual's current band, then the individual will retain their current band and bonus level.
- If a rotation / developmental opportunity is to a role in a pay band above the individual's current band, then this will be recognised in an additional bonus paid as a once off lump sum while in the role.

Developmental opportunities will not exceed 12 months.

Temporary appointments (up to 3 years) will result in an annual lump sum payment equivalent to the rate increase associated with the promotion. Temporary appointments may exceed the 3 year duration if directly/indirectly linked to a project role of defined duration

In all of the above instances the individual will revert to their existing band after the developmental opportunity or temporary appointment ceases.

Individuals in temporary vacancies in excess of 3 years that are not directly or indirectly linked to a project of defined duration will, after 3 years, be permanently appointed to the role ( treated as a promotion).