



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



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# 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” - this function transferred from the Minister for Finance on the establishment of the Commission on 1 January 2004.

“Secretarial facilities” is 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 faxes and shredders;
- printing facilities and the 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.

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 the Minister, as the case may be). At all times, it is the provisions of such Regulations which take precedence.

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 is 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 and Chefs de Cabinet **are 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 forms/contracts 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. The Guide was first published following the General Election in 2007 and additional copies are available from the HR Unit for Members. Please also note that these documents are for information only and are not intended to be complete or authoritative statements of the law.

*HR Unit for Members - 2016*



## 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 is to provide payroll and other administrative services.

### Deputies:

Members of Dáil Éireann are entitled to one Secretarial Assistant. In addition they may choose one of the following

- engagement of 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 assistants 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) and 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% Secretarial Assistant (enabling a Senator to have one full time Secretarial Assistant), or

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

### **Officeholders:**

From the beginning of the 32<sup>nd</sup> Dáil, officerholders will no longer be entitled to employ a Personal Secretary and Personal Assistant in their relevant Government Department. Instead they will be entitled to employ a Secretarial Assistant/Personal Secretary and a Parliamentary Assistant/Personal Assistant under the Scheme for Secretarial Assistance. The Minister will continue to be the employer of these staff and their salaries will be paid for by the Houses of the Oireachtas Service. In addition officeholders will continue to be 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.)





### 3. Party Staffing Entitlements

Additional staff resources for qualifying parties (over and above the individual entitlements of Members) are allocated by the Commission as soon as may be following a General Election.

Allocations made to parties are expressed in terms of Secretarial Assistant positions. Each party can use the following flexibility mechanism (in respect of additional allocations) to assign staff to higher level positions:

Grade	Chef de Cabinet	Administrator	Administrative Assistant	Secretarial Assistant
Value based on cost	92	49	39	33

By way of example, if a party was allocated three Secretarial Assistant positions then those positions have a value of 99 points and the party can decide to employ either:

- (a) three Secretarial Assistants,
- (b) two Administrators, or
- (c) one Chef de Cabinet.

## 4. Terms and conditions of employment

Please see *Employers' Guide to Human Resources* for details of obligations of employers.

### (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

- Payscales for staff employed under the Scheme are set out on page 28.
- As staff employed under the Scheme are employed by Members or Parties and are not, therefore, civil servants they are not required to pay the pension related deduction (the so-called “pension levy”).
- All staff are paid weekly by Electronic Funds Transfer.

### (c) Recovery of Overpayments

- Overpayments of salary, allowances and expenses do occur 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 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 056/008/15 are attached at Appendix C.
- 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.

#### **(d) Contract**

As this is a Fixed Term/Specified Purpose contract, 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.

Notwithstanding the above, 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 on page 43.

A new employee cannot be placed on the payroll without confirmation that a contract has been provided to them by their employer. Copy of contract to be provided to the HR Unit for Members within 1 month of signing.

### **(e) 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*. Claims for incremental credit can only be considered upon receipt of a signed and stamped 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.

**(f) Parliamentary Assistants – qualifying procedure**

Parliamentary Assistants can only be employed following successful completion of a qualification procedure which requires an application to be made demonstrating certain competencies and educational qualification/work experience - see application form appended at Appendix A on page 31. 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.

### (g) 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 in one year and half-pay thereafter, subject to a maximum of six months sick leave in any 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 6 months on full pay, followed by up to a maximum of 6 months on half pay in any rolling 4 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.
- 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, 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 certificate 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 certificate they are included in calculating their total sick leave and may result in a reduction in pay on sick leave entitlement.
- Where the sick leave with pay allowable 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.
- No payment on sick leave will be made without the necessary medical certificates and Disability Benefit application form (MC1, subsequent MC2 and final certs).
- All illness payments from the Department of Social Protection in respect of paid periods of absence must be made to the Service.

- Where it is anticipated that a staff member will be absent for six or more weeks due to sick leave, upon receipt of relevant medical certs, a temporary appointment may be made 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.

#### **(h) 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 payments from the Department of Social Protection must be made to the service. Staff should ensure that the Member/Party with whom they are employed and the HR Unit for Members are notified regarding maternity leave and any unpaid maternity leave.



### (i) Annual leave

The annual leave year is from 1st April to the 31st March. 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
Chef de Cabinet	30 days

- Administrative arrangements in respect of leave are the responsibility of the Member/Party Administrator.
- Full records of leave must be retained and treated in a confidential manner.
- Work-sharers annual leave is calculated pro rata.
- Staff can carry forward no more than 10 days annual leave per annum.
- Temporary staff covering periods of sick and maternity absence must take all accrued annual leave during the period of the temporary contract.

### **(j) Parental leave**

Parental leave up to 18 weeks per child can be availed of before the child reaches 13 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 18 weeks in a 12 month period.

A copy of the child's birth cert must be provided and sent to the HR Unit for Members before parental leave can be taken. Staff availing of periods of unpaid parental leave can be temporarily replaced for the period of their leave.

### **(k) Voluntary Early Retirement and Redundancy (VER)**

- The Voluntary Early Retirement and Redundancy (VER) package which may be sanctioned by the Minister for Public Expenditure and Reform applies to employees of the Scheme only.
- A VER package can be made available to staff under the age of 65 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. In February 2011, the Minister agreed that the VER package sanctioned in 2007 (which provided for 4 weeks salary per year of service plus a supplement of one-third which cannot exceed 28 weeks) would be made available to staff employed under the Scheme at the end of the 30th Dáil. From the start of the 31st Dáil, the Minister agreed that the above VER package be modified so that future service from the start of the 31st Dáil will not count towards the one-third enhancement, i.e. the one-third supplement will continue to apply to service up to and including 25 February 2011. Service from 26th February 2011 will not

count for the one-third enhancement. However the 4 weeks salary per year of service element of the package will continue to apply to service from 26th February 2011 (subject to any decisions which may be made in the future by the Minister for Public Expenditure and Reform).

- 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 acceptance 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 becomes re-employed under the Scheme for Secretarial Assistance must repay the severance amount of the VER, plus any compound interest accruing, if they propose to take up an offer of re-employment under the Scheme. The VER package paid under the Scheme includes pension lump sum. The severance amount is calculated by deducting the pension lump sum from the sum received. The interim period between leaving one employment under the Scheme and taking up subsequent employment under the Scheme is not a factor to be considered, as the repayment of the VER package arises as the employee is being re-employed under the same Scheme. Repayment schedules must be agreed with the HR Unit for Members prior to the award 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.

### **(l) Travelling expenses for training courses**

Each staff member travelling to training courses arranged by the Training Unit may be entitled to claim for expenses incurred as a result of their travel. Original receipts of public transport expenses must be submitted in support of the claim. The subsistence allowance is intended to meet incidental expenses which persons might be expected to incur while travelling. Rates are set out by the Department of Public Expenditure and Reform. If the staff member is required to travel before 6.30 a.m. they are entitled to an overnight rate for the preceding night. Public transport should be used at all times. Domestic air travel may be used where it is more cost effective to do so.



## 5. Administration of Scheme

- For the first 6 months of the employment, staff shall be employed on a probationary basis. The employer reserves the right in writing to the staff member to extend this probationary period up to a further period of 6 months as s/he 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 1 week's prior written notice or in the case of the employer, 1 week's salary in lieu of such notice.
- 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 6 hours per week per post (excluding posts at Chef de Cabinet grade as it is not an overtime grade). Where there is more than one staff member in a post, overtime may be worked on a pro-rata basis but the division of overtime is a matter for the Member.
- Payments, including salary payments, cannot be backdated beyond 4 weeks.
- Staff must be employed in one grade only i.e. either as a Secretarial Assistant or as a Parliamentary Assistant, but not part-time at both grades.
- A minimum of 3 weeks notification of staff changes must be provided to the HR Unit for Members. 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.
- 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 1 week upon the return of the staff member who was absent.
- 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 on page 43.



## 6. Summary of the Superannuation Scheme

- All staff **employed** under the Scheme (for Secretarial Assistance) are members of the Superannuation Scheme for Officers employed under the Scheme for the provision of (Oireachtas) Secretarial Assistance for Members of Dáil Éireann and Seanad Éireann.
- **Service which will reckon in calculating your pension entitlement under this Superannuation Scheme**
  - ▶ All service under the Scheme (for Secretarial Assistance) since it was first introduced in 1975.
  - ▶ Whole-time service prior to 1975 giving 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 another 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 for Officers employed under the Scheme for the Provision of Secretarial Assistance for Members of the Houses of the Oireachtas.
- Special arrangements can apply in the case of an early resignation on ill-health grounds, where up to six and two-third extra years may be added.

- 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.
- If a member of staff resigns with less than 2 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 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 jobseekers 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 are available in the Members HR Unit at ext. 4055.

## Details of the Superannuation Scheme

- It is a non-contributory scheme.
- Membership ceases at age 65. Should staff continue working after age 65, any service after that age will not be pensionable. In cases where staff continue to work after age 65, lump sum payments will automatically be paid at age 65.

- 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 all 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.

### The Benefits

To qualify for a pension, members of this Scheme must have a minimum period of 2 calendar years in which the staff member is in service, whether full-time, work sharing or part-time. Staff with service **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 for Secretarial Assistance **on or after 5<sup>th</sup> March 2011** may retire at 65 years or over.

The following are the benefits payable at retirement:

- a pension of 1/80th of “net pensionable remuneration”<sup>1</sup> For each year of reckonable service, to a
- maximum of 40/80th, and
- a lump sum of 3/80th of “pensionable remuneration” for each year of reckonable service, to a maximum of 120/80th.

Resignation before pension age if a staff member has at least 2 calendar years of service:

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

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<sup>1</sup> Net pensionable remuneration is salary plus pensionable allowances less two times the maximum standard personal rate of the contributory pension.

See Figure 1 below for sample calculations

**Figure 1: 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 payscale

Service: 40 years

Salary: €44,726.61

State Contributory Pension: €12,017.05 (current rates)

Net pensionable remuneration: €44,726.61 – (€12,017.05 x 2) = €20,692.51

**Lumpsum = (40 x €44,726.61 x 3)/80 = €67,089.92**

**Annual pension = (€20,692.51 x 40)/80 = €10,346.26**

**Example 2:**

Joan has 15 years service as a Parliamentary Assistant and, at time of retirement, is on the LSI 2 of the Parliamentary Assistant payscale

Service: 15 years

Salary: €59,099.59

State Contributory Pension: €12,017.05 (current rates)

Net pensionable remuneration: €59,099.59 – (€12,017.05 x 2) = €47,082.54

**Lumpsum = (15 x €59,099.59 x 3)/80 = €33,243.52**

**Annual pension = (€47,082.54 x 15)/80 = €8,827.98**

### Ill Health/Death in Service Benefits for all staff

- Resignation on grounds of ill health if a staff member has at least five calendar years of service:
  - ▶ a pension, and
  - ▶ a lump sum.
- Resignation on grounds of ill health if a staff member has less than five calendar years of service:
  - ▶ a lump sum of 1/12th 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, will be payable.

### Additional Information

#### Transfer of service

If staff have accrued pensionable service elsewhere, either in the private or public sectors, at home or abroad, it may be possible to have this service transferred into the Superannuation 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 year’s 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. There are limits, in certain cases, on the amount of service that can be purchased. Generally, deductions in relation to purchase of notional service are taken on a weekly basis from salary at source. Purchase of notional service figures are based on actuarially defined figures issued by the Department of Public Expenditure and Reform and are age related. 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 subject to change from time-to-time.

## 7. Payscales

### Secretarial Assistants

Point	Weekly Pay	Annual Pay
1	€444.26	€23,180.97
2	€469.25	€24,485.47
3	€498.84	€26,029.47
4	€539.59	€28,155.81
5	€580.33	€30,281.62
6	€623.30	€32,523.79
7	€665.65	€34,733.62
8	€705.23	€36,798.90
9	€745.62	€38,906.45
10	€783.94	€40,905.99
11	€812.40	€42,391.03
MAX	€825.89	€43,094.94
LSI1	€843.03	€43,989.31
LSI2	€857.16	€44,726.61

## Parliamentary Assistants

Point	Weekly Pay	Annual Pay
1	€787.50	€41,092.00
2	€818.01	€42,684.00
3	€849.43	€44,323.00
4	€870.37	€45,416.00
5	€892.26	€46,558.00
6	€919.38	€47,973.00
MAX	€946.32	€49,379.00
LSI1	€973.34	€50,789.00
LSI2	€1,000.38	€52,200.00

## Administrative Assistant

Point	Weekly Pay	Annual Pay
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
MAX	€870.32	€45,413.30
LSI1	€899.99	€46,961.48
LSI2	€929.55	€48,503.92



## Administrators

Point	Weekly Pay	Annual Pay
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
MAX	€1,067.40	€55,696.93
LS1	€1,093.59	€57,063.53
LS12	€1,132.61	€59,099.59

## Chef de Cabinet

Point	Weekly Pay	Annual Pay
1	€1,651.36	€86,168.00
2	€1,721.33	€89,819.00
3	€1,790.90	€93,449.00
4	€1,861.04	€97,109.00
MAX	€1,920.10	€100,191.00
LS1	€1,981.39	€103,389.00
LS12	€2,042.58	€106,582.00



# Appendix A - 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

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Forenames in Full

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

Date of Birth     Day     Month     Year

Permanent Address

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Telephone number Home     Mobile

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Email address

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Nationality

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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 do you currently work for?

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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)

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Organisation

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Job Title

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Duties/Responsibilities

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Date (from/to)

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Organisation

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Job Title

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Duties/Responsibilities

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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.

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**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.

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**Section F – Declaration**

*I confirm that the information contained in this application form is complete and accurate.*

Signature

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Date

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# Appendix B – Template Contract of Employment

## Specified Purpose Contract of Employment

Secretarial/Parliamentary Assistant

Precedent Date: February 2016

**THIS SPECIFIED PURPOSE CONTRACT OF EMPLOYMENT (the “Contract”)** is made this • day of • 2016

### **BETWEEN:**

(a) *[Insert name]*, being, at the commencement of this Contract, a Member of Dáil/ Seanad Éireann [delete as appropriate] for the currency of the 32<sup>nd</sup> Dáil/25<sup>th</sup> Seanad [delete as appropriate] (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 as appropriate]**, the Employer was elected as a member of the 32<sup>nd</sup> Dáil/ General Election for Seanad Éireann held on **[insert as appropriate]**, the Employer was elected as a member of the 25<sup>th</sup> Seanad [delete as appropriate] 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:

**1. 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 32<sup>nd</sup> Dáil/25<sup>th</sup> Seanad [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 • 2016 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 *for*
  - 1.2.3 *in the case where the Employer, being at the commencement of this Contract a Member of Dáil Éireann, 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>2</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 32<sup>nd</sup> Dáil Éireann/date of cessation of the 25<sup>th</sup> Seanad Éireann [delete as appropriate];
  - 1.3.2 the date on which the Employer resigned, retired or otherwise ceased (apart from by death) to be a Member of the 32<sup>nd</sup> Dáil Éireann/25<sup>th</sup> Seanad Éireann [delete as appropriate].



- 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 32<sup>nd</sup> Dáil and, for the avoidance of doubt, the unbroken term of this Contract includes the dissolution interval between that dissolution and that polling day;
  - 1.4.3 where clause 1.3.1 applies, and the Employer was, at the commencement of this Contract, a Member of Seanad Éireann, the date 2 weeks after the date of cessation of the 25<sup>th</sup> Seanad.
- 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.

**2. 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:-

- 2.1 any serious or persistent breach of any of the provisions herein contained;
- 2.2 misconduct (serious or persistent);
- 2.3 incompetence;
- 2.4 redundancy;
- 2.5 failure to possess or maintain any necessary skills despite his or her having received any appropriate and reasonable guidance, instruction, or training;
- 2.6 statutory or legal requirements incompatible with the performance of this contract;
- 2.7 incapacity;
- 2.8 failure to carry out reasonable instructions;
- 2.9 any serious act of dishonesty or repeated acts of dishonesty; or
- 2.10 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.

**3 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.

#### **4. TERMINATION ON NOTICE:**

- 4.1 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.
- 4.2 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.
- 4.3 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).

#### **5. PROBATIONARY PERIOD:**

- 5.1 For the first 6 months of the employment the Employee shall be employed on a probationary basis.
- 5.2 The Employer reserves the right in writing to the Employee 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.

- 5.3 Any writing to the Employee extending the probationary period in accordance with clause 5.2 must be communicated to the Employee within the 6 months provided for in clause 5.1.
- 5.4 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.
- 5.5 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.
- 5.6 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.

## 6. SALARY:

- 6.1 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.
- 6.2 The current rates of pay are as set out in the Scheme known under its abridged title as the Scheme for Secretarial Assistance of February 2011 (as that Scheme may be amended or replaced from time to time) (the "**Scheme**").

- 6.3 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.
- 6.4 The Employee:-
- 6.4.1 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
- 6.4.2 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.
- 6.5 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.

## 7. JOB SPECIFICATION:

- 7.1 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.
- 7.2 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.
- 7.3 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.

## **8. HOURS:**

- 8.1 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.
- 8.2 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 the Employee for overtime is 6 hours per week.

**9. 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.

**10. 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).

**11. ANNUAL LEAVE:**

- 11.1 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 pro-rata that amount where attendance/term is at a reduced level.
- 11.2 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.
- 11.3 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.

- 11.4 If the Employee starts or leaves employment during a holiday year, his or her leave entitlement is for that year and shall be calculated pro-rata for each complete month of service.

## **12 SICK PAY:**

- 12.1 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 MC1) is required for absence from work for more than two consecutive working days.
- 12.2 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.

## **13. CONFIDENTIALITY:**

- 13.1 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.



- 13.2 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.
- 13.3 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.
- 13.4 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.
- 13.5 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.
- 13.6 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.

#### **14 RULES, POLICIES AND PROCEDURES:**

- 14.1 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.
- 14.2 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.
- 14.3 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.

#### **15 DATA PROTECTION AND FREEDOM OF INFORMATION:**

- 15.1 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.

- 15.2 The holding and processing of the aforesaid information is subject to the *Data Protection Act 1988* (as amended) (the “**1988 Act**”). By signing this Contract, the Employee gives his or her explicit consent to the Employer (and to the Service as the case may be) holding and processing information about the Employee in its personnel files, records and computer files, including information relating to his or her racial or ethnic origin, religious beliefs, physical or mental health and the commission or alleged commission of an offence. The Employee is entitled, subject to the provisions of the 1988 Act, to examine the information so held and to request that any incorrect data be corrected.
- 15.3 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.
- 15.4 The Employee acknowledges that personal data of third persons must be processed in a manner compatible with the principles of fair processing of personal data 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 data controller is under no circumstances to be processed other than in accordance with this clause 15.4.

## 16 INFORMATION SYSTEMS:

- 16.1 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 data 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.
- 16.2 Without prejudice to any other rights it may have, the Employer and the Commission reserve the right to intercept and/or monitor and/or record and/or view as appropriate the Employee's use of his, her, or its Information Systems.
- 16.3 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.
- 16.4 The Employee shall exercise caution even when undertaking Internet searches for legitimate business reasons.
- 16.5 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.
- 16.6 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 explicitly gives his or her consent to such interception, monitoring, viewing and/or recording taking place and acknowledges that 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.

#### **17. 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.

#### **18. HEALTH AND SAFETY:**

- 18.1 The Employer is committed to fulfilling his or her obligations under the Safety, Health and Welfare at Work Act 2005 (as amended).
- 18.2 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
- 18.3 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.

**19. 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).

**20. 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.

**21. 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.

**22. 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.

**23. 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.

## 24 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: ●

**25 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.

**26 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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Occupation



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

---

Signature

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Witness

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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 or Seanad 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 get an allowance to cover the pay of his or her Secretarial or Parliamentary Assistant. 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

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**Purpose:**

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**Duties of role:**

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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.

## Appendix C – Recovery of Overpayments

### Recovery of Overpayments by Staff Employed under the Scheme for the Provision of Secretarial Assistance to Non-Office Holding Members of the Houses of the Oireachtas

**Purpose:** To set out the administrative arrangements for the repayment of overpayments made to staff employed by members and political parties under the Scheme for Secretarial Assistance.

**Circular Applications:** To all staff employed by members and political parties under the Scheme, pensioners and those who have left employment.

**Relevant Law/Circulars:** Payment of Wages Act 1991, DPER Circular DPE 056/008/15 and letter of 24 April 2015 extending this Circular to the Scheme for Secretarial Assistance.

**Effective From:** 5th March 2015

#### 1. Principles

- Overpayments of salary, allowances and expenses do occur 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/her employee(s) salary.
- Staff must immediately report instances where they are aware that they may have been overpaid in their salary.

- 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 time frame, whichever is shorter.

## 2. Process

The **procedure for recoupment of overpayments** is as follows:

Upon discovery of overpayment the staff member/pensioner will be advised as quickly as possible of an overpayment by Members HR Unit/ Party Administrator.

- 2.1 A letter will subsequently be issued from Members HR Unit to the staff member in receipt of the overpayment, detailing the following:
  - Value of the overpayment;
  - Reason for the overpayment;
  - Period to which the overpayment relates;

- Proposed repayment option/schedule:
    - ▶ This will ordinarily be on the basis of a minimum of 8% of gross salary per pay period or within 12 months (whichever is sooner) from the date of commencement of the proposed recoupment plan.
    - ▶ Where a staff member takes unplanned unpaid leave or unpaid leave at short notice the full amount of the overpayment will be recouped in full at the first available pay date(s).
  - Staff obligations: Where the staff member does not confirm or appeal the proposed recoupment plan within 21 calendar days (3 weeks) it will be taken to mean that the consent of the staff member is given to apply the recoupment plan;
  - In the event that the staff member queries the amount of the overpayment, this will be escalated to the Principal Clerk with responsibility for the Members HR Unit;
  - The procedure around a hardship application – see section 4 below.
- 2.2 Where no response is received from the staff member within the period specified in the overpayments letter, a second letter confirming the recoupment plan, its commencement i.e. the next pay date after 14 calendar days (2 weeks) from the issue of the letter and the final date of repayment will issue. If no response is received to the second letter the recoupment will commence as set out in the letter.



### 3. Non - Standard Arrangements

#### 3.1 Leaving employment

Where a staff member is due to leave employment (including retirement, pending General Election, end of contract, career break and extended unpaid leave) a higher rate of deduction will be applied to try and discharge the overpayment in advance of the departure.

Should any relevant salary adjustment on retirement not be sufficient to discharge the overpayment, the staff member will be notified by the Members HR Unit of the amount outstanding and this amount will be recouped from any severance payments payable, retirement lump sum due or pension or any other monies including entitlements under the superannuation acts or any other monies due to the payee.

Where a staff member leaves and there is no opportunity to recoup the full amount from a deferred entitlement the remaining balances remain due for payment.

#### 3.2 Moving to a Government Department

Where a staff member transfers to Government Department (for example if their employing member takes up a position as an officeholder) the amount of the overpayment to be recouped will transfer with them and they will be required to repay any overpayment in accordance with this policy.

Where the overpayment cannot be recovered through deductions from salary or other monies paid by the employer then appropriate legal proceedings may be initiated by the Houses of the Oireachtas for the recovery of the overpayment together with the consequential costs of the proceedings.

### 3.3 Death in service

Where a member of staff dies in service any overpayment will be deducted in a single lump sum from the gratuity.

## 4. Exceptional and Hardship Arrangements

- 4.1 There may be circumstances where the repayment amount may be below 8% of gross salary per pay period or recoupment will be delayed.
- 4.2 Where a staff member considers that they cannot make a repayment at a rate of 8% or more (in circumstances where the repayment amount being sought is higher) of gross salary per pay period due to hardship they can apply to the Principal Clerk with responsibility for the Scheme for Secretarial Assistance to have their case reviewed.
- 4.3 The repayment time of 12 months may be extended where the amount of the overpayment is significant.
- 4.4 Where the staff member is not satisfied with the decision of the Principal Clerk they can have their case reviewed by the Principal Officer of Human Resources.
- 4.5 The decision of the Principal Officer will be final.
- 4.6 At any stage an individual can seek support and assistance from a relevant third party such as a union representative.

## 5. Repayment options for current staff/pensioners/former staff are:

- Repayment of a single lump sum;
- Part payment by a single lump sum and remainder by deduction from salary over an agreed period;

- Salary deduction (gross amount prior to calculation of statutory deductions);
- Offset against arrears due (gross amount prior to calculation of statutory deductions);
- Non-statutory annual leave (i.e. annual leave above the statutory minimum of 20 days) can be surrendered in respect of an overpayment;
- There will be an option to review the amount that is being recouped where there is a material change in salary.

## 6. Current Year Overpayment Recoupment

If the overpayment is being recouped during the tax year in which the overpayment occurred, the amount of overpayment to be recouped is the gross amount of the overpayment. If the overpayment is recouped by means of salary deductions, the gross amount of the overpayment is deducted from **gross** salary. Using this method, any tax rebate owing to the staff member will be generated through the payroll. Universal Social Charge and PRSI contributions are also adjusted accordingly, where appropriate.

## **7. Out-of-Year Overpayment Recoupment**

If the overpayment is being recouped in a tax year(s) following the tax year in which the overpayment occurred (out-of-year recoupment), the amount of the overpayment recouped is the gross amount of the overpayment. If the overpayment is recouped by means of salary, the gross amount of the overpayment is deducted from net salary. When the overpayment has been fully recouped, the Members HR Unit will send statement(s) to the staff member of (i) the value of the recoupment and (ii) the original overpayment which can be submitted to the Revenue Commissioners in respect of any tax refund due.

For further information please contact Members HR Unit at 01-618 3273.







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