

RTÉ/TUG Stability Agreement

Discussions between the TUG & RTÉ resulted in an independent financial review being undertaken which brought a shared clarity about RTÉ's financial circumstances.

It is recognised that RTÉ is experiencing ongoing financial difficulties that require immediate measures to ensure our continued viability. The exceptional environment caused by Covid 19 has meant a reduction in both revenues and costs. The underlying pressures on RTÉ's finances have remained unchanged, however.

The contribution staff have made in addressing the challenges facing RTÉ should be recognised while mindful of RTÉ's continued commitment to the principles of protecting employment, content and output.

With the assistance of Independent Chair, Kevin Duffy, discussions took place in recent weeks designed to assist RTÉ in returning to financial stability. The parties have agreed a proposal detailed below. This proposal is also a key element in the parallel engagement by RTÉ with Government to secure adequate and sustainable funding for RTÉ (in line with the recommendations of many reviews).

Based on these principles the parties have agreed as follow:

Agreements

The principles contained in the 'Transformation' and 'Guiding Principles' agreements are the cornerstone of the relationship between management and the Trade Union Group. The parties commit to honouring those agreements at all times. The objective of this agreement can only be achieved through organisational and structural reform, combined with adequate government funding. The parties are conscious of the need for ongoing, structured involvement by the TUG, as stakeholders and affiliate unions in the implementation and monitoring of this agreement.

Implementation Body

An implementation body will be established for the purpose of monitoring and facilitating adherence by all parties to the terms of this agreement. This body will comprise representatives of management and the TUG, with an independent chairperson appointed by agreement between the parties. In default of agreement the Chair of the IRT will make a nomination. The implementation body will meet as frequently as necessary, but not less frequently than once every three months.

Any dispute or difference that arises between the parties on any matter covered by this agreement, including questions of interpretation, will be referred, in the first instance, to the Implementation Body which shall attempt to resolve the matter by agreement. If agreement cannot be reached the matter in dispute will be referred to the IRT for final adjudication.

Structural Reform

RTÉ is committed to ensuring efficiency and cost savings in all aspects of its operations. In particular, RTÉ will reduce dependence on out-side service providers by

maximising the use of existing directly employed staff who have the necessary skills and experience, where this is appropriate and the most cost-effective means of meeting its operational needs.

It is accepted that the detailed arrangements necessary to give effect to these organisational commitments will require further analysis and discussion. Accordingly, the Implementation Body, referred to above, will be additionally charged with developing a comprehensive plan for the more efficient and cost-effective deployment of existing staff resources and will report by the end of 2021. The implementation Body will consider proposals put forward by both management and the TUG, including, but not limited to, the proposals contained in the document submitted by the TUG on 4 February 2020. This Implementation Body does not replace the role of local management in implementing change at a divisional level, following the normal IR processes in doing so and in keeping with Guiding Principles.

Restructuring Agenda

Taking account of the savings needed, RTÉ and the TUG agree to enter a process to secure agreement on a detailed range of measures designed to deliver greater efficiency and more valuable work across the entire organisation.

Adjustments in pay and certain conditions of employment:-

- 1. VEP.**

Voluntary Exits will be facilitated where roles can be suppressed.

2. Pay Reductions

All staff with salaries under €40,000 FTE (Full Time Equivalent) will be exempt from pay reductions. Staff will have their pay reduced based on the table below. In all cases the first €40k will be excluded @ 2%, so that the pay reduction will be offset by €800 per annum.

Salary (fte)	% Cut (before exclusion)
<€40k	0%
€40k-€70k	3.35%
€70k-€100k	3.85%
€100k-€130k	4.35%
€130k-€160k	4.85%
€160k>	5.35%

Examples

Salary (fte)	Actual Gross Pay Cut
€45k	€708 (1.6%) (€45k@ 3.35% - €800)
€65k	€1,378 (2.1%)
€85k	€2,473 (2.9%) (€85k@ 3.85% - €800)
€125k	€4,638 (3.7%)
€250k	€12,575 (5%)

Effective cut % in ()

Please Note: Pay reductions are calculated on gross pay so the final impact on take home pay will be lower than the percentage above.

3. Allowances

Allowances and RDAs (Rostered Duty Allowances) will be reduced by 10%.

RDA rates will move from €12.93 & €17.47 to €11.64 & €15.72 respectively

4. Salary Protection, Sick Pay

Sick Pay

This agreement brings RTÉ's arrangements into line with most of the Public Service, as follows:

Maximum Benefits in 4 years will move to:

	6 months sick pay in any 4 years
3 months	100% Pay in any year
Remainder	50% Pay

Self-certified sick leave will reduce from 5 days per year to 7 days per two years

As in the Public Service, sick pay for critical illness cases will not be affected by this proposal, namely 6 months full pay and six months half pay in any 4 years.

Salary Protection

This provides 75% of salary to long term illness cases. Presently, it is funded 66% by staff and 33% by RTÉ. Going forward RTÉ's contribution will be 20% with salary protection benefits becoming 66% of salary.

5. Standardisation of Leave / Privilege Days

RTÉ will move away from Privilege days to two nominated company days, Good Friday and Christmas Eve

Two Annual Leave plans will apply going forward (pro rata for part-time staff)

a. Overtime and TOIL grades

Existing staff will move to 24 days per annum with new staff awarded 22 days per annum, rising to 24 days after 5 years.

Shift days will be capped at 2 days (existing staff shift days are unaffected).

b. Non-Overtime & Non-TOIL grades

Reduced to 28 days per annum

Commencement and Duration

This agreement will commence from 1st May 2021 and will remain in force until 30th April 2023, unless otherwise agreed. Unless otherwise agreed, on the termination of this agreement salaries / allowances / sick pay / salary protection / annual leave and Privilege days will be restored to the level that applied immediately before the commencement of the agreement, exclusive of increments that accrued in the interim.

Review

Not later than 1st May 2022, the parties will meet for the purpose of undertaking a review of this agreement. That review will take full account of any alterations in the current and projected financial and commercial circumstances of RTE at that time.

Stability

No cost increasing claims in respect to pay and conditions of employment will be served or processed during the currency of this agreement.