



AGSI

Association of Garda Sergeants and Inspectors
Cumann Sairsintí agus Cigirí de'n Gharda Síochaná



35th

**Annual
Delegate
Conference**

SERVICE DELIVERY

25th - 26th - 27th MARCH 2013
CLARION HOTEL, SLIGO



www.agsi.ie

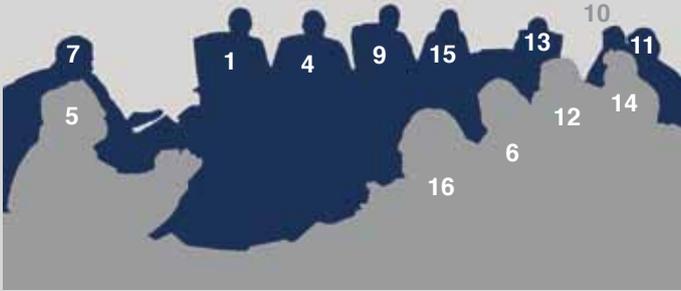
2013 CONFERENCE PROGRAMME
2012 ANNUAL REPORT

Contents

Head Office Staff and National Executive	2
Foreword	3
Trustee Report	4
CONFERENCE GUIDE	5-6
Elections	7
Conference Timetable	8 - 9
Motions for 2013 Conference	11 - 19
List of Delegates	20 - 21
Standing Orders for the 2013 Conference	22 - 25
ANNUAL REPORT OF AGSI	27
Croke Park Agreement	28 - 29
Pay Talks 2013	30 - 35
Synopsis on LRC Proposals	36 - 41
Legal Aid	42 - 43
Insurance Schemes	44 - 49
Motions from 2012 and Progress Report	51 - 62
Constitution of the Association	63 - 76



Head Office Staff & National Executive Committee 2012 - 2013



HEAD OFFICE

General Secretary:

- 1 John Redmond**
(email: gensec@agsi.ie)

Deputy General Secretary:

Vacant
(email: depsec@agsi.ie)

Administrative Staff:



- 2 Bernadette Ryan**
(email: agsi@agsi.ie)



- 3 Alan Dowley**
(email: info@agsi.ie)

NATIONAL EXECUTIVE COMMITTEE 2010-2013

President:

- 4 Willie Gleeson**
Anglesea St., Cork
Tel: 021 - 4522000

Vice-President:

- 5 Padraic Dolan**
Galway
Tel: 091538042

Vice-President:

- 6 Tim Galvin**
Dun Laoghaire
Tel: 6665000

Hon. Secretary

- 7 Michael Gallagher**
Ennis, Co Clare
Tel: 065 - 6848100

8 Hon. Treasurer:

Padraic Tully
Athlone,
Co Westmeath
Tel: 090 - 6498158

Committee Members:

- 9 Paul Wallace**
Letterkenny, Co. Donegal
Tel: 074 - 9167161/100

- 10 John Jacob**
Garda Headquarters.
Tel: 01 - 6662427

- 11 Mary Finnegan**
Sligo Town, Co Sligo
Tel: 071 - 9157000

- 12 Larry Brady**
Bridewell, Dublin 7.
Tel: 01 - 66682008

- 13 Michael Hiney**
Kevin St, Dublin 8
Tel: 01 - 6669400

- 14 Brian O'Dea**
Garda Headquarters
Tel: 01 - 6661619

- 15 Antoinette Cunningham**
Garda College Templemore
Tel: 0504 - 35510

- 16 Walter Kilcullen**
Lucan, Co Dublin
Tel: 01 - 6667300



FOREWORD

It is my honour to present this Annual Report on behalf of the National Executive to the delegates attending the 35th Annual Delegate Conference of the Association of Garda Sergeants and Inspectors.

At time of writing, the Association was embroiled in the most significant issue dealt with in a long number of years – that of the withdrawal by AGSI from the Croke Park Extension Talks on January 25th 2013. As you know, this decision was arrived at following an intense special executive meeting on that Friday morning and the decision was unanimously arrived at. There is no way that I as General Secretary of the Association could be involved in any ‘negotiation’ when the only topics on the table were reductions in pay and conditions for our members.

The support received by hundreds of our members through e-mails and phone messages following the decision was humbling, and served to reinforce our determination to stand tall in the face of the might of some union vitriol and government pressure. Our involvement on the ICTU protest march of 9th February saw c. 700 members and their families join together to show strength of purpose in their rejection of the proposals to cut pay and allowances and was the second step in the phased campaign of opposition to the official side’s intentions. As you can imagine, these issues will be discussed in great detail at this year’s conference.

Delegates, you will notice that this year we

have a changed format for conference, as a pilot, to try to make it a more interactive, relevant and contemporary consultation process. Several Themes under ‘Service Delivery’ will be discussed, and debated, in detail and with luck strategies developed to bring your decisions to fruition. Bear with us for this year as we find our way in this new format. Give it your full attention and involvement and let’s see whether we can make it work to our benefit.

Finally, I draw your attention to the fact that questions arising from the Annual Report must be with the General Secretary by last post on Friday, March 15th 2013 so that the replies can be prepared for the Conference.

Please enjoy our 35th Conference, and I look forward to engaging with you over the three days.

John Redmond
General Secretary





Trustee Committee Report 2012

As required under Section 7 of the AGSI Constitution the Trustee Committee met on a regular basis during 2012 and carried out all our functions in a diligent and forthright manner. We met with the National Executive on two occasions during the last twelve months and discussed with them all matters pertaining to our duties and responsibilities. We also had meetings with the Treasurer of the Association and we have reviewed the Monthly Financial Accounts and the Treasurer's Report to this Annual Delegate Conference.

The Trustee Committee are satisfied that all deeds, documents of title and securities belonging to the association are properly and safely maintained and preserved. We have had access to the books of accounts of the Association and access to the relevant extracts of the minutes of the National Executive for the purpose of verifying authority for financial transactions. For this we would like to thank all the staff at the head office of the Association.

The Trustee Committee are satisfied that the National Executive and Staff are carrying out their duties in a professional and dedicated manner.

Trustee Committee

Chris Cronin (Chairman), Bishopstown

Rita Delaney, Garda Headquarters

Donie Duignan, Castlebar



35th

Annual
Delegate
Conference

CONFERENCE GUIDE

DELEGATES ARE SPECIFICALLY REQUESTED TO BE IN THEIR PLACES IN THE CONFERENCE HALL IN GOOD TIME FOR THE OPENING CEREMONY WHICH IS DUE TO TAKE PLACE AT

5.00pm ON MONDAY 25th MARCH 2013

AND ALSO AGAIN FOR THE COMMENCEMENT OF BUSINESS AT

9.00am ON TUESDAY 26th MARCH 2013.

PLEASE NOTE THE EARLIER START ON MONDAY.

BRANCH CHAIRMEN AND SECRETARIES ARE ASKED TO ASSIST IN THIS PROCESS BY ENSURING THAT THEIR DELEGATES ARE IN THEIR PLACES.

THE NATIONAL EXECUTIVE ALSO APPEALS TO DELEGATES TO ATTEND CONFERENCE PROPERLY ATTIRED IN SHIRT AND TIE.

REGISTRATION

A registration desk will be set up in the foyer of the **CLARION HOTEL, CLARION RD, SLIGO TOWN** from **14.00hrs to 16.30hrs on MONDAY 25th March 2013**. Delegates likely to arrive **later** than this time should advise **Head Office** in advance of their estimated time of arrival.

QUESTIONS ON THE ANNUAL REPORT

Any question on the Annual Report or Statement of Accounts must be submitted in writing by Branch Secretaries to Head Office **to arrive not later than 5.00 p.m. on Friday 15th March 2013. Such questions will not be taken from the floor.**

GOLF

A golf competition has been arranged in conjunction with Conference to be held at the Strandhill Golf Club, Strandhill, Co Sligo on Monday 25th March 2013 prior to the opening of Conference. The golf timesheet has been reserved from 08.30am to 10.30am for delegates and the green fees are €20.00.

Those interested should contact Martin Donoghue 086 2333208. (Reservations for tee positions will be on a first come first served basis. Local delegates please avail of earlier times.

IDENTIFICATION

A personalised identification badge will be issued to each delegate on arrival, which displays the delegate's name. It is important to wear your identity badge at all times during Conference and **particularly when signing for all ballot papers.**

OFFICIAL ID CARD

Members are requested to have their **Official ID Card** with them at all times during Conference.

CONFERENCE OFFICE

The **Conference Office** will be located close to the main Conference Suite. The office will be staffed throughout the Conference. Any queries or problems of a general or administrative nature should be referred to the **Conference Office.**

ELECTION OF AGSI PRESIDENT, TRUSTEE AND STANDING ORDERS COMMITTEE FOR CONFERENCE 2014

The election of the AGSI President and Trustee vacancy as well as the Standing Orders Committee for the 2014 Conference, will take place in the following manner

(NOTE – all ballot papers will be of a different colour):

Monday, 25th March 2013

- (1) A nomination paper for the Standing Orders Committee will be enclosed in each delegate's conference pack. From the nominations a ballot paper will be prepared which will be issued to delegates returning to the conference hall after lunch on Tuesday. Delegates should also collect their **ballot papers** for the vacant President and Trustee position from the special election desk during the registration process in the foyer of the Clarion Hotel from 2pm – 4.30pm Monday 25th March 2013.

Tuesday, 26th March 2013

- (2) The nomination papers for the Standing Orders Committee should be completed and left in the box provided for that purpose at the entrance to the conference hall not later **than 11.30 hrs on Tuesday 26th March 2013.**
- (3) Completed ballot papers in the Presidential and Trustee election **must** be placed in the ballot box **not later than lunch time on Tuesday, 26th March 2013.**
- (4) Immediately after lunch on Tuesday delegates will be issued with Ballot Papers for the Standing Orders election. Completed ballot papers in this election must then be deposited in the ballot box inside the door of the Conference Hall not later than **3pm**. The counts will take place immediately after this and the results announced to Conference at 5pm on Tuesday.



TIMETABLE & AGENDA

MONDAY 25th MARCH 2013

14.00 - 16.30	<p>Arrival and Registration. Light refreshments will be served in the foyer of the CLARION HOTEL, CLARION ROAD, SLIGO TOWN</p> <p>Issue of ballot papers in the Presidential and Trustee election</p> <p>Issue of nomination papers for the election to Standing Orders Committee</p>
17.00	<p>Official opening of Conference –</p> <p>Guest Speaker</p> <p>Address by the President of the Association: Willie Gleeson</p> <p>Address by Minister for Justice and Defence</p> <ul style="list-style-type: none"> • Report of the Standing Orders Committee • Adoption of Standing Orders • Appointment of Stewards and Scrutineers • Report of the Treasurer • Adoption of Financial Report • Appointment of Auditors • Refunds to Branches • Report of the Trustees • Adoption of the Annual Report
19.00	Dinner

TUESDAY 26th MARCH 2013

09.00 - 11.15	Nominations for 2013 Standing Orders Committee
09.00 – 13.00	Voting in Presidential and Trustee election
09.00 -12.00	<p>Motion 1, Pay and Conditions</p> <p>Discussion and presentation of Motion 1, 2</p>
11.00	Coffee

TUESDAY 26th MARCH 2013 (continued)	
11.15	Closure of nominations for Standing Orders Committee.
11.15	Motion 6, 9, 10, 12 Resources
13.00	CLOSING OF BALLOT BOX IN PRESIDENTIAL & TRUSTEE ELECTION
13.00	<i>LUNCH</i>
14.00	Distribution of Ballot Papers in Standing Orders Election
14.00	Focus Group/ Workshops 3 x 2 groups on motion 1, 6, 9, 10, 12
15.00	Closure of Ballot Box in the Standing Orders Committee elections.
15.30	Result of Presidential and Trustee Elections
15.45	<i>Coffee</i>
16.00	Address by Commissioner of An Garda Siochana
16.45	Conference Adjourns
19.30	<i>Reception</i>
20.00	Annual Banquet and presentation of AGSI Excellence Awards
WEDNESDAY 27th MARCH 2013	
09.15	Motions 2, 3, 4 ,5, 7, 8, 11
11.15	<i>Coffee</i>
11.30	24/7 Guest Speaker Question and answer session
12.00	Feedback on Workshops Debate towards Strategy coming from Workshops
12.50	Closing Address by the President of the Association
13.00	CLOSE OF CONFERENCE FOLLOWED BY LUNCH



Motions for 2013 Conference





MOTIONS 2013 CONFERENCE

'Striving to Achieve'

for Sergeants and Inspectors in AGSI

1.	PAY	Notes
1	<p>That this Conference consider options on how best to counteract any further cuts to pay, allowance and premium payments for members of the Association of Garda Sergeants and Inspectors.</p>	
1(a)	<p>That Conference directs the National Executive to inform the Garda Commissioner and the Chairman of The Croke Park Implementation Team that in the event of any further cuts to pay and allowances, we will not engage in the revised action plan.</p> <p>CORK WEST (please focus on 'revised action plan')</p>	
1(b)	<p>That Conference directs the National Executive to reject the public service agreement 2010-2014 (Croke Park Agreement) revised action plan for An Garda Síochána.</p> <p>CLARE (please focus on 'revised action plan')</p>	
1(c)	<p>That Conference directs the National Executive to highlight in the strongest possible terms to the Minister for Justice & Defence and to the Garda Commissioner, the detrimental and damaging effect that the current proposed cuts to Garda pay and allowances are causing to the welfare and morale of our members.</p> <p>DMR NORTH CENTRAL (please focus on 'morale and welfare')</p>	

	PAY <i>continued</i>	Notes
1(d)	<p>That Conference directs the National Executive to inform the Garda Commissioner and the Chairman of the Croke Park Garda Implementation Body, that in the event of pay, allowances or increments being further cut, AGSI will not engage with them on the Public Service Agreement 2010-2014 (Croke Park Agreement) revised action plan for An Garda Síochána 2012.</p> <p>CORK CITY (please focus on ‘increments’)</p>	
1(e)	<p>That Conference directs the National Executive to call on the Commissioner and Minister for Justice & Defence that allowances such as (Sundays, Bank Holidays, Night Duty and Saturday’s etc.) should not be changed.</p> <p>WESTMEATH (please focus on ‘premium payments’)</p>	
1(f)	<p>That Conference directs the National Executive to ensure the protection of our allowances and acknowledge that these allowances and payments are necessary to compensate members for the difficult unsocial hours that are worked by our members.</p> <p>WICKLOW (please focus on ‘morale and welfare’)</p>	

MOTIONS 2013 CONFERENCE

'Striving to Achieve'

for Sergeants and Inspectors in AGSI

	PAY <i>continued</i>	Notes
1(g)	<p>That Conference directs the National Executive to reject further attempts to reduce pay and conditions.</p> <p>ROSCOMMON/LONGFORD (please focus on 'conditions')</p>	
1(h)	<p>That Conference directs the National Executive to ensure that any further interference with our pay, conditions or Croke Park Agreement be vigorously rejected and that any actions taken by the Association in this regard will have this as its stated aim.</p> <p>WEXFORD (please focus on 'conditions')</p>	
2	<p>Separate Motion for Discussion under this sub heading</p> <p>That Conference directs the National Executive to ensure the consolidation of unsocial hours and premium payments and that these payments are subsumed into basic pay.</p> <p>WICKLOW</p>	
2.	CONDITIONS	
1	<p>That Conference directs the National Executive to call on the Garda Commissioner to adhere to the Garda Code instructions relating to the role and responsibilities for members of Sergeant & Inspector rank, that new roles and responsibilities are not introduced for our members by Garda Management at local level until agreed at National level.</p> <p>DONEGAL/WICKLOW</p>	

3.	AGSI BRANCH DEVELOPMENT/ TRAINING	Notes
1	<p>That Conference directs the National Executive to look at the feasibility of members of local branch committees receiving some training in welfare issues in order that they can give assistance to members struggling due to current financial cutbacks and workloads. Assistance to be in the same format as current advocacy provided by AGSI.</p> <p>DMR EAST</p>	

AMENDMENTS TO THE CONSTITUTION

16(A)(II) Each Branch shall be entitled to nominate only one Branch member for election to the National Executive.

MEATH

13(b) The Annual Delegate Conference shall be held on or before the last day of May in alternate years (biennially)

NATIONAL EXECUTIVE

MOTIONS 2013 CONFERENCE

'Striving to Achieve'

for Sergeants and Inspectors in AGSI

4.	WELFARE	Notes
1	<p>That Conference directs the National Executive to call on the Commissioner that there should be a time limit to take disciplinary proceedings.</p> <p>WESTMEATH</p>	
5.	LEGAL AID	
1	<p>That Conference directs the National Executive to demand that in all Garda Ombudsman Commission investigations that statutory limitation apply.</p> <p>MEATH</p>	
2	<p>That Conference directs the National Executive to look at the feasibility of covering legal expenses of members who face criminal prosecution by Garda Síochana Ombudsman Commission and subsequently there is no prosecution or member is found not guilty.</p> <p>DMR EAST</p> <p><u>Amendment:</u> After the word "prosecution" on line 3 delete "(by Garda Síochana Ombudsman Commission)"</p> <p>MAYO</p>	

6.	EQUIPMENT – UZI & PPE	Notes
1	<p>That Conference directs the National Executive to call on the Garda Commissioner to immediately re-issue the Uzi sub machine to detective branch personnel.</p> <p>DONEGAL</p> <p><u>Amendment:</u> Insert the word “gun” after the word “machine” on line 3, delete “detective branch” on same line and replace with “authorised”.</p> <p>MAYO/GARDA HEADQUARTERS</p>	
2	<p>That Conference directs the National Executive to demand that all members engaged in plain clothes duties in unmarked vehicles be armed.</p> <p>SLIGO</p>	
7.	COMMUNICATIONS	
1	<p>That Conference directs the National Executive to conduct an in depth staff survey by a reputable organisation on a range of issues affecting members, the results of which can be used to strengthen the Association’s bargaining position with management and official side.</p> <p>TIPPERARY</p>	
8.	TRAINING – CPD	
	<p>That Conference directs the National Executive to insist that the Garda Commissioner introduce without any further delay a relevant continuous professional development programme to take account of legislative and policy changes, to be delivered in a classroom environment</p> <p>DMR NORTH CENTRAL/ WEXFORD</p>	

MOTIONS 2013 CONFERENCE

'Striving to Deliver' to the Public

9.	STATION CLOSURES	Notes
1(a)	<p>That Conference directs the National Executive to formally and publically invite the Garda Inspectorate to carry out a cost benefit analysis on the current 'rationalisation programme' in An Garda Síochána (Station Closures; Moratorium on recruitment; depleting staffing levels; fleet depletion and the increased individual workload)</p>	
1(b)	<p>That Conference directs the National Executive to request the Inspectorate or other independent body to examine the effect the current reduction and proposed reduction of numbers of Gardai will have on effecting policing.</p> <p>KILKENNY/CARLOW/DMR SOUTH CENTRAL</p>	
10.	TRANSPORT	
1	<p>That Conference directs the National Executive</p> <ul style="list-style-type: none"> • To request the Inspectorate to commission an independent analysis of the suitability and adequacy of the current Garda fleet. • To explore all possibilities for the provision of future vehicles for An Garda Síochána <p>KILKENNY/CARLOW</p>	
2	<p>That Conference directs the National Executive to call on the Garda Commissioner to install ANPR (automatic number plate recognition) in all Garda vehicles used for patrolling both uniform and plain clothes.</p> <p>WICKLOW</p>	

11.	CRIME	Notes
1	<p>That Conference directs the National Executive to seek legislative change to ensure that any arrested person is obliged to provide their personal public service number (PPS number).</p> <p>DMR WEST</p>	
2	<p>That Conference directs the National Executive to make representations to the minister for Justice and Defence to ensure that the time expended in waiting for and consultation with a solicitor is not counted as detention time.</p> <p>WICKLOW</p>	
12.	RESOURCES	
1	<p>That Conference directs the National Executive to call on the Minister for Justice & Defence to immediately commence with a recruitment policy of full time Gardai.</p> <p>WEXFORD</p> <p><u>Amendment:</u> After the word “with” on second last line remove the word “a” and after the word “recruitment” remove the word “policy”.</p> <p>GARDA HEADQUARTERS</p>	
2	<p>That Conference directs the National Executive to call on the Minister for Justice & Defence to define what is meant by the term “smart policing” and to qualify what is meant by adequate resources in An Garda Síochána at the present time</p> <p>DONEGAL</p>	



DELEGATES 2013 CONFERENCE

NATIONAL EXECUTIVE

- 1 Gleeson, Willie
- 2 Dolan, Padraic
- 3 Galvin, Tim
- 4 Tully, Padraic
- 5 Gallagher, Michael
- 6 Jacob, John
- 7 O'Dea, Brian
- 8 Finnegan, Mary
- 9 Wallace, Paul
- 10 Cunningham,
Antoinette
- 11 Kilcullen, Walter
- 12 Brady, Larry
- 13 Hiney, Michael

KILKENNY/CARLOW

- 14 Baldwin, Pat
- 15 Foley, John
- 16 Hanley, Joe

CAVAN/MONAGHAN

- 17 Boyle, Eric
- 18 Forde, David
- 19 Burke, David
- 20 Sherlock, John

CLARE

- 21 McMahon, Noel
- 22 Howard, Brian
- 23 Staunton, John

CORK CITY

- 24 McGuire, Michael
- 25 McSweeney, Brian
- 26 Lyons, Pat
- 27 Cronin, Alan
- 28 McGuire, Miriam
- 29 Lehane, John
- 30 Coholan, Daniel

CORK WEST

- 31 McCarthy, Anthony
- 32 Crowley, Niall
- 33 O'Brien, Joanne

DONEGAL

- 34 Hannigan, Joseph
- 35 McGowan, Brigid
- 36 Gallagher, John
- 37 Collins, James

GALWAY

- 38 White, Ernie
- 39 Ryan, Peadar
- 40 Bradley, Mick
- 41 O'Regan, Seamus
- 42 McHugh, Tony

KERRY

- 43 Mulhall-Nolan, Miriam
- 44 Brennan, Adrian
- 45 O'Connell, Dermot

LAOIS/OFFALY

- 46 Phelan, Jim
- 47 Quinn, Tony
- 48 Duggan, Ollie

LIMERICK

- 49 McCoy, Vincent
- 50 O'Neill, Seamus
- 51 Caimin Tracey
- 52 Divilly, Michael
- 53 Moloney, John

WESTMEATH

- 54 Flynn, Dominic
- 55 Quinn, Anthony
- 56 Moylan, Cormac

LOUTH

- 57 Kiernan, Paul
- 58 Jackson, Vincent
- 59 Gillooly, Niall

MAYO

- 60 Lavery, Anthony
- 61 McIntyre, Thomas
- 62 Cunnane, Sean

ROSCOMMON/ LONGFORD

- 63 McDermott, Paul
- 64 Hogan, Michael
- 65 Grogan, Karen

SLIGO/LEITRIM

- 66 Callaghan, Sean
- 67 Donoghue, Martin
- 68 Kilcoyne, Paul

TIPPERARY

- 69 Delee, Thomas
- 70 Corcoran, Liam
- 71 Keane, John
- 72 Kellett, Joe

WATERFORD

- 73 Mulligan, John
- 74 Langton, Larry
- 75 Aherne, Jim

WEXFORD

- 76 Cody, Pat
- 77 McCarthy, Paul
- 78 Daly, Richard

GARDA HEADQUARTERS

- 79 Gallagher, Derek
- 80 Grace, John
- 81 Doddy, Jim
- 82 Kelly, Justin
- 83 Ambrose, Paddy
- 84 Curran, Paul
- 85 Cullen, Sean
- 86 Hearn, Sean
- 87 Smith, Frank
- 88 Halligan, Brian

GARDA COLLEGE

- 89 Egan, Tom
- 90 O'Mara, Jerry
- 91 Enright, Joe

DMR EAST

- 92 O'Connor, Barry
- 93 O'Giollain, Colm
- 94 O'Driscoll, John

DMR NORTH CENTRAL

- 95 Keyes, Dermot
- 96 Bell, Albert
- 97 Dalton, George
- 98 Gallagher, Tony
- 99 Casey, Liam

DMR NORTH

- 100 Harley, Jacinta
- 101 Gormley, Michael
- 102 Kavanagh, Bob
- 103 Keane, Gus
- 104 Mulligan, Michael

DMR SOUTH CENTRAL

- 105 Gill, Patricia
- 106 Mulligan, Claire
- 107 Millea, Richie
- 108 Cribbin, Brendan
- 109 Dempsey, William
- 110 Wallace, Daniel
- 111 Whitelaw, Adrian
- 112 Keogh, Raymond

DMR SOUTH

- 113 Sheridan, John
- 114 Williams, Paul
- 115 Sheridan, Brian
- 116 Lynch, David

CDU/SDU

- 117 Joyce, Ronan
- 118 Griffin, Martin
- 119 Keaney, Paul
- 120 Henry, Eamon
- 121 Curran, Neil
- 122 Casserly, Emmet
- 123 Walsh, Gerard

CORK NORTH

- 124 Golden, Edmund
- 125 Shortiss, Gerard
- 126 O'Leary, John

DMR WEST

- 127 McDonnell, Dick
- 128 Goode, Stephen
- 129 Bergin, Jerry
- 130 Coughlan, John
- 131 Morrison, Christy

WICKLOW

- 132 O'Brien, Fergus
- 133 Browne, Gerry
- 134 Bolger, Kevin

MEATH

- 135 Smethers, Martin
- 136 Smyth, Donal
- 137 Flynn, Tom

KILDARE

- 138 Goode, Gerry
- 139 Glennon, Patrick
- 140 Browne, Mick



2013 STANDING ORDERS

STANDING ORDERS COMMITTEE

*At the Thirty Fourth Annual Delegate Conference held on the 2/4/5th April 2012
the following were elected as members to the Standing Orders Committee
for the Thirty Fifth Annual Delegate Conference.*

REGINA MCARDLE	CAVAN/MONAGHAN
ANTHONY CASSERLY	GARDA HEADQUARTERS
BRENDAN O'SULLIVAN	CORK WEST

STANDING ORDERS – THIRTY FIFTH ANNUAL DELEGATE CONFERENCE

The Standing Orders Committee hereby recommends:

1. That the Conference shall elect before adjourning a Standing Orders Committee of three members and three substitute members for the purpose of the next ensuing Annual Delegate Conference.
2. Members of the Standing Order Committee shall not be delegates of their Branch and shall not have voting rights on matters at Conference. They shall have the right to address Conference on issues relating to Standing Orders matters only.
3. The Standing Orders Committee shall endeavour to expedite the business of the Conference by making recommendations from time to time.
4. Each delegate shall have one vote on any motion properly before Conference and voting shall be by a show of hands except: -
 - (i) where one-fourth of the delegates present demand it, the Conference shall vote on a particular motion by secret ballot, that is to say by the personal recording of each delegate's vote, as an alternative to a show of hands.
 - (ii) Where a card vote is demanded, such demand being supported by one-fourth of the members present, for the purpose of a card vote the head of each Branch delegation casting a vote shall be credited with the number of fully paid up members in his Branch.
5. The President of the Association shall act as Chairman of a Delegate Conference. In his absence the conference will be chaired by one of the two Vice Presidents, In the absence of all three, the Delegate Conference may appoint an acting chairman from the members of the National Executive.
6. In the event of a tied vote the Chairman shall have a casting vote.
7. To any motion, any number of amendments may be moved; the order of discussion and voting on amendments shall be at the discretion of the Chairman.
8. An amendment may not be moved which is a direct negative to a motion.
9. Motions of a similar nature shall be taken together by agreement of the meeting.
10. Subject to the discretion of the Chairman, the proposer to a motion or an amendment

shall be allowed three minutes and each subsequent speaker three minutes.

11. No member shall speak more than once on the same motion or amendment except the mover of the original motion who shall be allowed three minutes to reply to the discussion.
12. When a motion has been duly moved and seconded, the discussion thereon may be interrupted by any or all of the following further motions, no notice of which is required and which need not be in writing, but it shall only be competent to a delegate who has not spoken upon the question before the meeting to propose such a motion:
 - (i) Next business
If a proposal to proceed to the next business has been moved and seconded, the proposer of the motion under discussion shall have the right to speak briefly in opposition and the proposal shall then be put without further discussion. If the proposal is carried, the discussion on the motion originally under discussion shall be abandoned, and the meeting shall proceed to the next business on the Agenda. If the proposal is lost, the discussion on the original motion shall be resumed.
 - (ii) Question now put
A proposal that the question be now put shall be moved, seconded and decided without discussion. If the proposal is carried the motion or amendment under discussion shall be put and decided forthwith without further discussion, other than a reply by the mover of the original motion. If the proposal is lost, the discussion on the original motion or amendment shall be resumed.
 - (iii) To adjourn the debate
If a proposal to adjourn the debate is moved and seconded, the proposer of the original motion shall have the right to reply to this motion after which no further debate will be permitted. The person who successfully carries the motion will have the right of re-opening the debate when it is again resumed.
13. The acceptance of a procedure motion shall be at the discretion of the Chairman.
14. The Chairman shall have the power in case of disorder or obstruction of suspending or adjourning the meeting.
15. A quorum for the purpose of a Delegate Conference shall consist of one-quarter of those eligible to attend the meeting.
16. All motions and/or resolutions will take effect from the day following their adoption at the Annual Delegate Conference. All amendments to the constitution of the association will take effect following the making of the necessary Regulation or Statutory Instrument.
17. All speakers shall address the meeting from the rostrum, including any delegate asking a question or raising a point of order.
18. Each delegate, before speaking, must state their name and the Branch which they represent.
19. When a speaker is on the rostrum a white lamp will light. One minute before the expiration of the allotted time an orange lamp will light. When the time has terminated a red lamp will light after which the speaker has 30 seconds to finish speaking. At this stage a bell will ring which will indicate that the speaker must leave the rostrum.

20. All shall remain seated and silent while delegates are speaking to a motion.
21. Each delegate shall have one vote on any motion properly before the Conference.
22. While a vote is being taken the Conference Stewards will close the Conference room doors and no delegate will be permitted to leave or enter during the voting.
23. Voting shall be:
 - (a) by a show of hands or,
 - (b) if requested, by a count of members standing in their places for, against and abstaining on the motion at question or,
 - (c) by secret ballot if demanded by one-fourth of the delegates present or,
 - (d) by card vote if demanded by one-fourth of the delegates present.
24. Standing Orders Committee shall make a recommendation on any request for a recount and such a recommendation shall be put to the Conference by the chairman.
25. Motions may only be remitted to the National Executive by vote of Conference.
26. Questions arising from the Annual Report and Statement of Accounts must be submitted in writing to the General Secretary to arrive not later than **5.00 p.m. on Friday 15th March 2013.**
27. Those attending the Conference in any capacity, shall wear official identity badges.
28. Standing Orders may only be suspended by a two-thirds majority of the delegates present and voting.
29. A simple majority of the Standing Orders Committee will decide any issue arising within or referred to the Committee.
30. Section of business, Amendments to the Constitution or motions, for which a time limit has been specified shall not extend beyond that limit. Unfinished business for that session shall be remitted to a later session of Conference or, at the discretion of the Chair, the question may be put at the expiry of the time limit.
31. Any motion, which seeks to reverse established policy of the Association, shall require a two-thirds majority of delegates present and voting.
32. A delegate asking a question or raising a point of order, in accordance with Standing Order No. 18, shall not add any statement.
33. A debate may be brought to a close if the Chair considers that there is no substantial difference of opinion among the delegates on the matter in question.
34. In considering the motions to be placed on the Clar for the next conference the National Executive may take account of the following:
 - (a) Motions which have failed at the last conference.
 - (b) Motions which were carried at the last conference.
 - (c) Motions which can be remitted to the executive.
 - (d) Motions which are already policy of the association.
 - (e) Motions which are of a local nature and which have not been processed locally.
 - (f) Motions which are pious. (Motions which, in effect, do not direct any practical action).
 - (g) Motions which are ambiguous. In which case the National Executive may,





2013

Annual
Report

Croke Park Agreement – Garda Sector

Members will be aware of the Croke Park Agreement and the ancillary Garda Transformation Agenda from ongoing AGSI bulletins and last year's AGSI Annual Report but it is timely to remind ourselves of the main points of the agreement. This is what was agreed by both the official side and the garda staff associations and it remains in force, arguably, until mid-2014.

If the official side get a negotiated settlement of the talks at Lansdowne House (Croke Park extension), the agreement as signed up to by AGSI is null and void – but only in so far as it protects remuneration. All other aspects remain in place – i.e. AGSI must comply with the following, in addition to any other items the official side and garda management care to introduce.

ROSTERS

The parties,

- > *Will constructively engage for the purposes of developing in 2010 and to be piloted and implemented as soon as possible thereafter, a more effective Garda rostering system to more closely match the availability of staff with policing demands, while protecting the welfare of members;*

CIVILIANISATION

- > *Support the augmentation of the civilian staff of the Garda Síochána through appropriate redeployment of staff from elsewhere in the public service, with the objective of maximising the availability of members for duties of a policing*

character and enhancing support for policing services and undertake to co-operate with this process;

TRAINING

- > *Will constructively engage in the enhancement of Garda training, in line with the Report of the Training and Development Review which has recently been published;*

PERFORMANCE MANAGEMENT

- > *Acknowledge that An Garda Síochána should be subject to performance management which takes account of the unique nature of a policing service, to be developed in 2010 and to be piloted and implemented as soon as possible thereafter;*

GARDA/CIVILIAN REPORTING ARRANGEMENTS

- > *Will implement appropriate reporting arrangements involving members and civilian staff in the Garda Síochána;*

ICT STRATEGY

- > *Will co-operate with the development, introduction and implementation of a new ICT Strategy (2010 to 2012);*

ELECTRONIC FUNDS TRANSFER (EFT)

- > ***Will work constructively towards an arrangement whereby, on or before 31 December 2010, all payments, salary or otherwise, to members in the Garda Síochána shall be made exclusively by means of electronic funds transfer.***

In addition considered under Croke Park were: a new compensation scheme for gardaí involving the State Claims Agency, Safety Cameras were also dealt with as an outstanding issues from the 'Towards 2016' wage agreement.

Under the Croke Park Agreement the stakeholders – i.e. the staff representative

bodies and garda management- must attempt to reach agreement on all the issues using a partnership approach (working together, sharing research and negotiating in good faith). Agreement or non-agreement or disputes are referred to the Garda Implementation Body (GIB) for recognition and/or resolution. Agreement or unresolved disputes are then referred to the National Implementation Body (NIB) for certification that the agreement has been reached – or for resolution of the disputes. AGSI has sought that a garda staff representative should be appointed to the NIB. Both bodies are chaired by Mr P. J. Fitzpatrick.

Please remember, ANY change in work practice being introduced into the workplace, must be the subject of discussion prior to implementation.



Pay Talks 2013

Croke Park 2 (Croke Park Extension)

The Pay talks under Croke Park 2 began with a series of briefing sessions by Government officials on 14th January 2013.

Garda management was represented by AC HRM and some of his staff. The first Briefing session was held at the Department of Justice at 51 St. Stephens Green Dublin. Paul Reid from the Department of Public Expenditure and Reform (DPER) chaired the first meeting on behalf of the official side and began by outlining that proposals would be tabled over the course of the talks which would set out the government's position, bearing in mind the country's financial situation. Paul Reid stated that the intention was to extend the Croke Park Deal beyond 2014 with an agreement which would last three years.

The Official Side was now tabling proposals in three areas as follows:

1

Efficiency & Productivity
Measurers hoping to
achieve long term
cash savings.

2

Work Force Reform.

3

Pay & Pensions Bill.

Productivity & Efficiency:

In this area:

Seeking Additional Working Hours
 i.e., 1 hour per day.

Standardised Working Day
 8 a.m. to 8 p.m.

Standardised Working Week
 Monday to Saturday.

Seeking full flexibility from
 Management re Use of hours.

Flexibility of Working Week.

Rostering Arrangements.

Extend opening hours of offices.

Reduction in overtime, allowances.

Agree no Premium Payments for
 Saturday and reduced Payments for
 Sunday.

Work Force Reforms:
Seeking:
Revision of Employment Arrangements.
45 km. Re Transfers etc.
Focus on surplus people.
Job Offer of Redeployment, if people are unhappy with same Exit Arrangements be put in place.
Exit Arrangements be put in place.
Standardisation of Current Arrangements.
Eliminate Flexi Time.
Restrict Work Sharing Patterns.
Implement Contracts re Performance.
Reduce the number of Grades.
Outline Proposals re Reducing Levels of Management / Increasing the number reporting to each Manager.
Tackling under performance.

Pay & Pensions Bill:
Seeking:
The Elimination of Increments.
Prioritise the Review of Allowances.
Seek to reduce the level of pay across the Public Service especially in the area of Management.
Examine Pensions both for Retiring & Serving Members (Possible Career Averaging).
Government mandated to find 1 Billion Euros Savings over 3 years.
This process is to endeavour to find the reduction through negotiation.
There will be sector particular proposals for the different sectors.
Appreciate that it will be a difficult process.
Process will be complex but seeking agreement.

AGSI asked about the current Croke Park agreement, and was told that it runs until the end of 2013 . The Association was vociferous in rejecting the idea of cuts to pay or allowances for its members and warned that sergeants and inspectors would not accept such proposals. We had been assured that our remuneration was protected under Croke Park 1. Paul Reid said that the minister was adamant that a ‘new’ agreement would involve pay reductions as well as reform of public services. The timeline for the proposed agreement was mid February 2013.

Pay Talks 2013

Croke Park 2 (Croke Park Extension)

TUES **15**th JAN 2013

The three staff associations (GRA, AGSI and GSA) attended the Lansdowne House sessions to begin the formal talks on the successor to Croke Park Agreement on Tuesday 15th January 2012.

The planned Croke Park Extension Talks process involves the 'big room' table where the officials from the Department of Public Expenditure and Reform as well as staff side representatives from ICTU and the main social partner unions gather to negotiate whatever deal may or will be arrived at.

The Garda staff associations were allocated a room for our representatives as we do not have negotiation rights at the main discussions table.

Similarly RACO and PDFORRA were allocated a room. As developments take place at the main table, progress reports were to be brought back to sectorial rooms, and where some sort of document begins to take shape, officials from Justice and Garda management were to start to flesh out that document in terms of what it would mean for An Garda Síochána.

The procedure for the talks this time included the involvement of staff

from the LRC from the start who were to act as facilitators for both sides. Two members met the garda staff side – Mr Kevin Foley and Ms Anna Perry. They introduced themselves to us at c. 2pm and then left to see what the official side were thinking on how the talks might proceed. They returned to our meeting at 3.10pm.

They reported that management and the staff side will be exploring whether there is room for any agreement as the talks progress. And management will explain more on Thursday 17th at reconvened talks. They asked whether our staff side will meet management on Thursday to continue the talks. The LRC are adamant that they will withdraw from the process if there is no progress by next week.

The LRC staff pointed out that talks were resuming at 10am on Thursday at the main table, but they felt that the other groups could safely stay away if desired until 3pm on Thursday as no progress at all was expected before that time.

The staff associations agreed to attend on Thursday 17th January at 3pm.

WED **23**rd JAN 2013

AGSI attended yet another 'briefing session' on Wednesday 23rd January 2013 at Lansdowne House on the subject of the Croke Park Extension/ Croke Park 2 talks.

Mr Paul Reid from DPER opened discussions, under the chair of Mr Kevin Foley, LRC, and repeated again the situation regarding the general pay savings required under this revised talks by the end 2013. Garda management were asked to outline the specifics as they applied to An Garda Síochána.

AC HRM went through the same information which had been in the public domain for some weeks about changes to working patterns; longer hours; no Saturdays, no 'twilight' hours payments for night duty.

The Associations were invited to feel free to add our views as to how savings could be made.

AGSI rejected proposed changes as outlined and asked for specifics in relation to the changes to Sunday allowance and overtime rates. This was not given by Management. AGSI warned that we needed specifics and that they should be delivered in a very short time. We would not continue to trot down for repeated briefings on public information ad infinitum.

The Chair suggested that it was time that management introduced specifics and pretty much directed that this must be done as a matter of urgency.

Management committed to introducing specifics on Thursday 24th Jan.



THURS **24**th JAN 2013

The meeting of 24th January was opened by Ms Anna Perry from the LRC and the official side were invited to specify whatever they could in relation to the Garda proposals.

Generally, AC HRM outlined that the changes as 'options' had been explored by Supt, CAO Office who then when through the options for savings under a number of headings:

No 1 - Additional Working Hours

- > one hour per day
- > Working 9 – 5 : 5 hours per week/ 20 per month to be drawn down by management as required
- > Rostered Members: 41 hours per Roster. Either through reducing rest days, reducing leave, additional Sunday hours, longer shifts on Thursday/ Friday / Saturday/ adjusting restrictions on number of shift changes per year...

No 2 - Overtime:

- > Reduce double time to 1.5 and 1.5 to 1.0.
- > Reduce double time to 1.5 and 1.5 to 1.25;
- > Pay all at 1.0 rate

No 3 - Standard Working Day

- > Elimination of twilight hours

No 4 - Premium Allowances

- > (Yearly) payment– remove

No 5 - Good Friday

- > Standard Working Day

No 6 – Standard Working Week

- > No Saturday allowance payments

No 7 – Sunday Allowances

- > Option 1 – 25% reduction
- > Option 2 – 50% reduction

No 8 – Night Duty 8pm to 8am

- > Pay at 'twilight' rate

On exploration by AGSI, MI Flahive (Justice) admitted that these changes and savings would be in addition to pay and allowance cuts

That the Croke Park agreement as exists is effectively being negotiated by parties at the talks, and if an agreement is reached then there is no breach of the Croke Park agreement

Voluntary Redundancies are definitely not on the table for members of An Garda Síochána

Other discussions at the 'big' table may arrive at changes

to all public servants' pay and conditions – AGSI will not be involved in those discussions, but will be informed of decisions and the 'agreement' offered to the association.

Government were adamant that savings in pay and allowances must be made, either through agreement or otherwise.

At the conclusion of the session the chair asked for suitable dates for

next discussion – AGSI stated that it was unlikely that we would be back at the talks as there was clearly nothing that could be put to our members. Following this statement, the chair asked the official side to leave the room and stayed with the associations to implore us to stay with the process.

AGSI would not give a commitment to come back, and said that it was highly unlikely.

FRI **25**th JAN 2013

On Friday 25th January a special Executive meeting was held, at which the progress at the talks was considered. After discussion and debate, the Executive felt that there was no option for our members but to withdraw from the talks process. The proposals on the table from the official side could

not be accepted and any variation would simply mean an alteration of the depth of the reductions and changes proposed by the official side. Nothing of any benefit to the membership of AGSI could be achieved by remaining in the talks.

Synopsis for membership on LRC proposals

1 March 2013

Colleagues,

I have outlined below a brief synopsis of the main points from the LRC proposals to the ICTU group following the conclusion of talks at Lansdowne House.

As you know, AGSI and the GRA were not involved in the 'talks' and so have not been offered this agreement. However, it is acknowledged that members have a legitimate interest in what it would mean to them if such a scenario arose in the future.

I have examined, as a layman, the effects of the proposals in general terms and how they might affect you. I hope it is of some benefit at this stage.

Please be aware that this is the briefest consideration of the proposals at this stage, and is to be taken as an indicator generally. The full details of the LRC proposals are of course available on the AGSI.ie website, the LRC website, and the websites of Justice and DEPR no doubt.

Please accept this examination as a first cut at what this would mean to you, and realise that everyone has a different pay structure and so the figures will differ accordingly.

OPENING POINTS OF NOTE

1. This Agreement would apply for 3 years from 1st July 2013.
2. Unions represented by the Public Services Committee of the Irish Congress of Trade Unions and public service employers are the parties to the Agreement.
3. When economic circumstances allow and the public finances are restored to a sustainable position, the pay measures contained in this Agreement will be reviewed.

(NOTE - Allowances in the nature of pay include everything that increases your pay – taxable and otherwise - and overtime)

ADDITIONAL WORKING HOURS

2.3 The standard working hours of public servants will increase for An Garda Síochána as follows:

- > *Those with a working week that is greater than 35 hours but less than 39 hours (net of rest breaks) will increase to a 39 hour week.*

As members of An Garda Síochána now are entitled to $\frac{3}{4}$ hour rest (meal) break per day because of the EU Working Time Directive (as opposed to an optional meal break subject to the exigencies of the service as heretofore in the Garda Code) , we fall into this category. Given that our average working week is 40 hours / 5 Days , less the $3\frac{3}{4}$ hours rest breaks over 5 day per week average, means that the working week now is calculated to be $36\frac{1}{4}$ hours per week. Now , we must therefore add $3\frac{3}{4}$ hrs per working week to our average. You will see now that our average is 39 hours ‘on paper’.

The most important aspect of this change is that the ‘divisor’ for payment or unsocial hours (nights/ Sundays/ public holidays/ overtime) now changes also – and that change is not in our favour. These unsocial hours rates are arrived at by multiplying the hourly rate worked by the rate of the unsocial part of the allowance.

At present, hourly rates of pay are arrived at by dividing by $\frac{1}{41}$ – as the rate was taken as being a 41 hour working week average (this is a historical divisor). The new rate means that the divisor will now be $\frac{1}{44\frac{3}{4}}$ as the rate must be increased by the $3\frac{3}{4}$ hours increase in our working week.

This means that you will be on a lower rate of unsocial hours rates , as well as working extra hours per week.

For example –

1 March 2013 - a person now earns €820 per week in An Garda Síochána as flat rate (using the divisor of $\frac{1}{41}$ gives a rate of €20 per hour) Their overtime is calculated at 1.5 times the hourly rate of pay per hour worked ($1.5 \times €20 = €30$ per hour o/t.)

1 Aug 2013 - The person earns €820 per week in An Garda Síochána as flat rate of pay. (The divisor is now $\frac{1}{44\frac{3}{4}}$, giving an hourly rate of €18.32). Their overtime is calculated at 1.25 times the hourly rate of pay per hour worked ($1.25 \times €18.32 = €22.90$ per hour o/t)

Synopsis for membership on LRC proposals

1 March 2013

OVERTIME

For those on salaries (inclusive of allowances in the nature of pay) of €35,000 or greater, overtime will be paid at the rate of time and a quarter (Time + $\frac{1}{4}$ as opposed to Time + $\frac{1}{2}$ at present) at the individual's scale point.

- 2.13 Divisors for the calculation of overtime will be adjusted to take account of any additional hours provided for above.
- 2.14 For those grades currently with a working week of 39 hours or more (net of rest breaks), an hour of overtime worked each week will be unpaid

PREMIA

- 2.15 Effective from the implementation of the agreement, the Sunday premium will be at the rate of time and three quarters (Time + $\frac{3}{4}$ as opposed to Time x 2 at present).
- 2.17 Twilight Payments and any equivalent payments across sectors, will no longer be payable ('Flat time' as opposed to Time + 1/6th at present)

INCREMENTS AND RELATED BALANCING MEASURES

- 2.22 For those on salaries between €35,000 and €65,000, inclusive of allowances in the nature of pay, two three-month increment freezes will apply (total of a six month freeze) during the Agreement. As above, this would take effect after the next increment is paid but for two consecutive years there would be a fifteen month period between increment dates. If the increment interval is longer than 12 months, the freeze will be for a single 6 month period.
- 2.23 Incremental progression will be suspended for three years for those on salaries of €65,000 and greater, inclusive of allowances in the nature of pay.
- 2.24 Where an employee's salary (inclusive of allowances in the nature of pay) surpasses €35,000 during the Agreement, a second incremental freeze of three months will apply, in accordance with the arrangements for those on salaries between €35,000 and €65,000, inclusive of allowances in the nature of pay outlined above.

- 2.25 If a person's salary increases above €65,000 inclusive of allowances in the nature of pay during the Agreement, the pay reduction provisions outlined below will apply.
- 2.26 For those currently on the final point on the incremental scale and with salaries and with salaries between €35,000 and €65,000 inclusive of allowances in the nature of pay, the following arrangements will apply, in the interests of equity:
- > A total reduction of annual leave entitlement over the period of the Agreement of 6 days:
- OR**
- > A cash deduction from salary of an equivalent amount to the value of the 6 annual leave days or a half of the most recent increment, *whichever is the lesser*.
- 2.27 For those on salaries between €35,000 and €65,000 inclusive of allowances in the nature of pay and who reach the maximum of the scale following a single 15 month incremental period, a reduction of annual leave entitlement of 3 days will apply, or an equivalent amount to the value of the 3 annual leave days or a quarter of the most recent increment, whichever is the lesser.

HIGHER REMUNERATION

- 2.28 In addition to the measures on increments above, and as a means to ensuring broad equity of contribution, the parties note that the Government intends to apply a reduction in pay for those on salaries of €65,000 and greater (inclusive of allowances in the nature of pay and overtime) as follows:

Annualised amount of Remuneration	Reduction
Any amount up to €80,000	5.5%
Any amount over €80,000 but not over €150,000	8%
Any amount over €150,000 but not over €185,000	9%
Any amount over €185,000	10%

Synopsis for membership on LRC proposals 1 March 2013

HIGHER REMUNERATION *continued*

- > Those on salaries (inclusive of allowances in the nature of pay) greater than €65,000 but less than €100,000 will move back by the appropriate percentage to an off-scale point on their incremental scale.
- > In relation to impacts at the margin, salaries will not fall below €65,000 as a result of the application of this reduction.
- > Detailed guidance and circulars in relation to the application of the above measures will be prepared.

OTHER PAY RELATED MEASURES

2.29 **Allowances:**

There will be full co-operation by the Parties with the follow up to the Government's Allowances Review. The Parties agree to enter into central negotiations with a view to reaching a generally applicable agreement on measures by which loss arising from the elimination of pensionable allowances can be ameliorated (the formula arrived at was the annual value of the allowance x 1.5) .

Where a dispute arises during the course of this process, the Parties agree to use the agreed industrial relations machinery appropriate to each sector and to be bound by its outcome (See Section 5.1).

2.30 **Travel and Subsistence:**

The parties note that the Government intends to review Travel and Subsistence arrangements. There will be full co-operation by the parties with the review and the implementation of a standardised system of Travel and Subsistence across the public service.

2.31 **Public Service Pensions:**

Separately, to this Agreement, the Parties note that the Government intends to align the reductions in public service pensions in payment with the reductions applied to serving staff. The Parties note that this measure will apply to pensions in payment greater than €32,500 only.

2.34 **Pension-related Deduction – Rate Adjustment:**

The present rates and bands of the pension-related deduction are set out in the Table hereunder:

Measure	Bands	and Rates
Pension-related deduction	€15,000	Exempt
	€15,000 - €20,000	5.0%
	€20,000 - €60,000	10.0%
	Above €60,000	10.5%

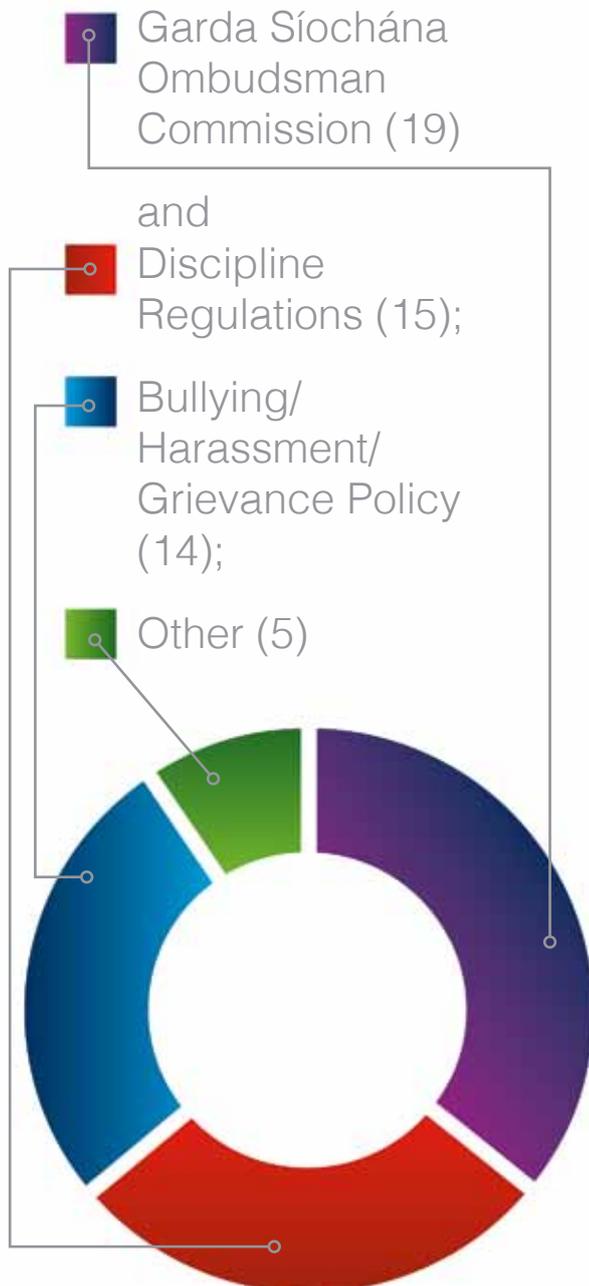
2.35 As part of the Agreement, it is agreed to reduce the €15,000-€20,000 band rate to 2.5% from 5% to produce the following Table.

Measure	Bands	and Rates
Pension-related deduction	€15,000	Exempt
	€15,000 - €20,000	2.5%
	€20,000 - €60,000	10.0%
	Above €60,000	10.5%

AGSI Legal Aid Scheme

Legal Aid Cases 2012

During the year there were 53 new legal aid assistance claims to the Association, which varied between the:



The total amounts paid for legal aid matters (€88,629.07) in 2012 must be taken in the context of contingent liabilities outstanding on some cases. AGSI was refunded €93,250.00 in 2012 through Morris Tribunal Legal Costs Accountants. There is no confirmed timeframe within which further costs will be repaid to AGSI.

Details of the legal aid scheme can be found in the member's section of the A.G.S.I. website: www.agsi.ie and in the AGSI Desk Diary. In addition, Branch secretaries have Legal Aid Forms. Members should consult the Branch Committee as soon as they become aware that they are involved in GSOC Complaints or Discipline or any other matter under investigation, and BEFORE making any response – either orally or in writing.

AGSI Legal Advocates

As a result of the increasing activity regarding Discipline and Ombudsman investigations, the Association felt it necessary to set in place, in conjunction with M Hegarty Solicitor, a training programme for divisional AGSI legal advocates. These members are trained to a competent standard and are in a position to give advice and assistance to members, in the first instance, when they become the subject of any investigation or inquiry under the Discipline or GSOC regulations. The contact details of the AGSI divisional advocate are on the website and at head office.

Association Solicitors

The Association's Solicitors are: -

Mr Michael Hegarty

of Smyth O'Brien and Hegarty
24 Lower Abbey Street, Dublin
Telephone: (01) 8788674 / 8788719 /
8786130

Fax: (01) 8786071

Mr. Sean Costello

Sean Costello & Co, Solicitors,
Ocean House, Arran Quay, Dublin 7.
Telephone (01) 872 53 76
Fax (01) 872 51 73

Members are reminded that they must avail of the Association's appointed solicitors except where they have prior permission from the National Executive to attend a Solicitor of their own choice. This managing of solicitors is necessary as sometimes members were going to non-affiliated solicitors who had very little knowledge of the Garda Discipline or Complaints Act and as such our members were found to be losing out. The fees for legal aid are quoted in the Legal Aid Section on our website www.agsi.ie or in the AGSI Desk Diary. Fees in excess of those as outlined in the legal aid scheme are the members' own responsibility and the Association may not cover them.

Legal Aid Sub-Committee Meetings

The Legal Aid Sub-Committee, which consists of the Advocates and the Deputy General Secretary from Head Office, meet on the Thursday before each National Executive meeting during the year. Any correspondence or files for examination should be in Head Office before that day, so they can be examined and discussed by both the Sub Committee and the National Executive.

EuroCOP

The Association of Garda Sergeants and Inspectors are members of EuroCOP, (European Confederation of Police) The cost to A.G.S.I. is €1.24 per member of the association. The main purpose of EuroCOP is to provide for a European Confederation of Police which will act as the 'Voice of the Police in Europe'.

Meetings are held twice yearly and AGSI is represented by John Redmond as a Committee member. (Costs for attendance at EuroCOP meetings are borne by that group).

Association Membership

The AGSI strives to continue to keep membership levels as high as possible, and the Branch Committee network certainly attends to this function with enthusiasm. It has been policy for some time to waive arrears due where members, already promoted for some time, wish to join. This is on the strict condition and acceptance that any matter which would normally fall due for cover under any scheme of AGSI is not so covered for the period that person was not in AGSI.

Whilst numbers in AGSI are at their highest level ever, the percentage of members of Sergeant and Inspector in AGSI is 94%. This is a figure that many trade unions would be proud of, and indeed AGSI are proud too. But it is imperative that newly promoted members are actively canvassed and encouraged to join. The Deputy General Secretary attends the first module of the Sergeants Development Courses in the Garda College to speak to new promotees and outline the activities of AGSI and benefits of membership.

Halligan Insurance

New Improved Rates for AGSI Members

Halligan Insurances are delighted to announce that they have negotiated new improved rates for AGSI Members on both their Motor and Home Insurance Schemes, with the added benefit to conveniently spread the cost of cover over 52 weeks with payment by salary deduction.

AGSI Motor Insurance Scheme with Salary Deduction

The AGSI Motor Insurance Scheme provides a comprehensive range of special benefits at a reduced cost that reflects the reliable and experienced motoring habits of AGSI members.

Special Benefits Available Including:

- » **Special Reduced AGSI Rate**
- » **Full No Claims Bonus Protection**
- » **Motor Breakdown Assistance**
- » **Driving of other cars covered**
- » **All Window Glass covered**
- » **Foreign travel extension**

MOTOR SAMPLE QUOTE – *underwritten by AIG*

	30 Year Old	40 Year Old	50 Year Old
Dublin 3	€426.11	€376.25	€334.39
Co Limerick	€367.78	€334.00	€334.00

Prices correct as of February 2013

Driver details:

Full Irish License 5+ years
 Full No Claims Bonus
 Insured & Spouse driving

Vehicle details:

2009 1.6 litre, Skoda Octavia TDI, Value €16,500

Contact Halligan Insurances on 01 8797100 for more information or for a motor insurance quotation.

AGSI Home Insurance Scheme with Salary Deduction

The AGSI Home Insurance Scheme has been fully revamped for 2013; providing our lowest rates yet and with the exclusive addition of Full No Claims Bonus Protection (like on your motor policy). We have also made the Scheme cover customisable to allow members choose the cover to suit their individual needs.

Special Benefits Available Including:

- » **Special Reduced AGSI Rate**
- » **Full No Claims Bonus Protection**
- » **24 hour Emergency Claims Helpline**
- » **Accidental Damage Cover on Building & Contents**
- » **Personal Possessions Cover of €2,600**

HOME SAMPLE QUOTE – <i>underwritten by Zurich</i>	
Dublin	€381.34
Outside Dublin	€321.79

Prices correct as of February 2013

Cover Details:	Main residence Buildings Cover: €250,000
Contents Cover:	€60,000 Burglar Alarm Discount, Smoke Detector Discount & 6+ years claims free

Contact Halligan Insurances on 01 8797100 for more information or for a home insurance quotation.

info@halligan.ie - www.halligan.ie

INSURANCE SCHEMES OPERATED THROUGH IRVINE INSURANCE BROKERS

The following insurances **ARE INCLUDED** in each member's weekly Association subscription.

Current policy period (Illness and Accident) is 1-1-2013 to 31-12-2013.

Personal Accident

provides a benefit of €160/week for up to 2 years, excluding the first 14 days.

A Medical discharge benefit of €8,000 is also included. The Scheme also includes spouse life cover which currently stands at €2,500.

In addition to the above, three **optional schemes** are also in operation

AGSI Spouse Life Cover, AGSI Sickness Scheme both administered by Irvine Insurance and Group Specified Illness Cover administered by Halligan Insurances. (see below)

OPTIONAL - SPOUSE LIFE COVER

DEPARTMENT OF JUSTICE PAY CODE >	6154
Spouse of serving member	€107,000
Spouse of retired member up to 60th birthday	€107,000
Spouse of retired member after 60th birthday	€61,000

Once you (the member or your spouse) reach age 60, the lower benefit amount applies.

RENEWAL TERMS

are for the period
1st January 2012 to
31st December 2014.

Under this heading during 2012 six life policy claims were processed by AGSI. The ratio was divided equally with three claims from serving members and three from members who had retired. The total sum paid by Irish Life amounted to €407,794.00.

OPTIONAL ILLNESS SCHEME

DEPARTMENT OF JUSTICE PAY CODE >

6155

The policy here expired on 31/12/12 and has since been re-negotiated. The policy period now runs from 1/1/2013 until 31/12/2013.

The cost to our member is **€1.83/week**

This scheme provides for payment of €130.00 per week in the event of sickness which occasions Temporary Total Disablement, excluding the first 14 days of each and every period of disablement and for a maximum of 52 weeks, not necessarily consecutive, thereafter which

OPTIONAL ILLNESS SCHEME continued

total indemnity period includes any claim for re-occurrence of disablement arising from the same sickness but not beyond 156 weeks from date of commencement of initial period of temporary total disablement.

The following exclusions apply:

PRE-EXISTING CONDITIONS and also excluding pregnancy, childbirth, miscarriage and/or disorders of the reproductive system and/or menstrual problems, unlawful or un-prescribed taking of drugs.

There is also a further exclusion under the policy relating to Neuroses.

“Notable exclusions: Neuroses, psychoneuroses, psychopathies or psychoses or mental or emotional diseases or disorders of any type (refer to the policy for full information about exclusions, conditions and benefits).

The maximum age at entry to the Scheme is 55 years. Early notice of a possible claim under any of the above schemes is essential for a speedy process.

Only your Policy documents available at www.irvinebrokers.co.uk/agsi can be construed as outlining all aspects of your insurance cover.

PERSONAL ACCIDENT SCHEME included in AGSI subscription

If you are out of work in excess of 14 days due to an accident (on or off duty include amateur sporting accidents) you are entitled to claim subject to the terms and conditions of the Policy. It is vital the association be notified immediately so that a claim procedure can be implemented.

Included also under this policy is the following:

The loss of or loss of use of, one or both eyes as a result of any one accident the sum assured is €40,000.00. The loss of one or more limbs as a result of any one accident the sum assured is €40,000.00. Permanent total disablement from following any occupation as a result of any one accident (see policy document) the sum assured is €40,000.00

The Association lodged 90 claims from 1/1/2012 to 31/12/2012 of which two were for medical discharge.

PERSONAL ACCIDENT SCHEME included in AGSI subscription CONTINUED...

Details of the claims paid during the period 1st May 2012 to 30th April 2013 as at 31st January 2012 period.

The breakdown as advised by our Brokers, Irvine Insurance is as follows:
(see table opposite)

Accident	€70,451.77
Illness	€45,246.03
TOTAL:	€115,697.80
Casting Benefit	€0.00

Medical discharge (Casting Benefit)

A Medical Discharge (Casting Benefit) of €8,000 is payable where a member is compulsorily retired on medical grounds, not having reached minimum retirement criteria – i.e. 30 years' service and 60 years of age (**policy exclusions apply**).

The Association cannot be responsible for any member who is neglectful in adhering to the above.

As advised in previous years, the figures disclosed here are incomplete for the period and the total claims paid, attributable to the policy period up to 31st December 2012 will not become apparent, for some time to come.

It is important to be aware that the figures do not represent Claims History, as understood in terms of Insurance. Rather these figures represent amounts paid during the calendar period as stated and there remain claims incomplete, received but not fully settled at the time of writing and claims not yet reported.

When illness or accident occurs, claims should be attended to as quickly as possible in order to facilitate speedy processing.

For Clarity: The terms and conditions of the Policy indicate that Claims *may* be payable:

- During the period up to but not beyond 156 weeks from the date of commencement of temporary total disablement
- in accordance with the terms of the individual section under which a claim is made and taking into account the Terms, Conditions and Exclusions applying to the whole policy.

Deceased members of AGSI

All members of AGSI and in particular the members attached to the Wicklow division were very saddened to learn of the death, in the early hours of Monday morning the 19th March 2012 of Sergeant Fergal McHugh 24208L Arklow following a road traffic accident on the way home from duty to Greystones.

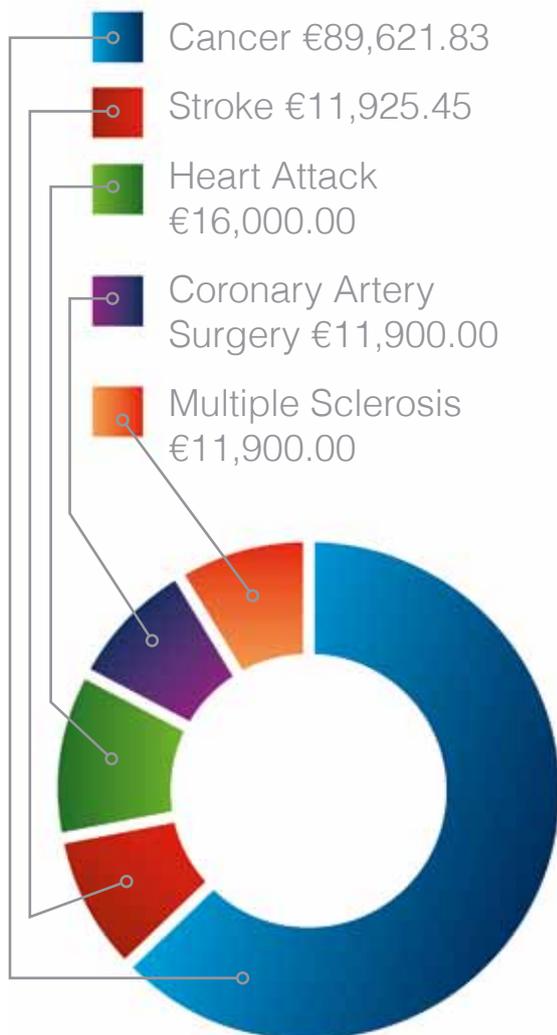
To his wife and family we extend our sincere condolences once again.

The AGSI Group Specified Illness Scheme

Over €100,000 paid out last year

There are currently 837 members and their spouses in the scheme.

The AGSI Specified Illness Scheme offers additional financial assistance to members and their families with one of the highest number of illnesses covered.



There have been ten claims paid from 2012 to date, amounting to €141,000 paid to members.

The pie-chart gives details of claims.

The majority of claims were for cancer.

Members should consider joining the scheme when the next “window” is available as no one knows when a serious illness may occur. See the AGSI Diary or the members section of the AGSI website for further details.

THE CURRENT SPECIFIED ILLNESS BENEFITS ARE AS FOLLOWS:

Covered	Age	Insured Benefit
Member and Spouse	Up to age 50	€26,000
Member and Spouse	Aged 50 to 65 next birthday	€11,900

Members and spouses can claim €35.00 per day for Hospitalisation Expenses should they spend more than 7 consecutive days in hospital, up to a maximum of 182 days.

Last year 7 Hospital cash claims were paid out, which amounted to over €4,000 paid to AGSI members.

All children in the home (aged 1 to 21) have cover of €20,000 for Specified Illnesses and €10,000 for Life Cover.

The total cost to members (including spouses + children) is €5.66 per week.

All queries on the scheme to be directed to Michael Halligan at 087-2572611 or Halligan Insurances – 16 / 17 Lower O’Connell Street, Dublin 1. 01-8797 100
info@halligan.ie - www.halligan.ie



*Three stations in the Sligo/Leitrim division that have been closed within the last few weeks:
Above - Cliffony Station, below right - Dromahair Station,
bottom right - Glenfarn Station*



Motions from 2012 Conference & Progress Report



REPORT ON MOTIONS 2012 CONFERENCE

Section 1	PAY	Progress Report
1	<p>That Conference receives and adopts a report on pay from the National Executive.</p> <p>NATIONAL EXECUTIVE</p>	<p>Adopted and AGSI resisted attempts by official side to coerce the staff side into 'negotiating away' our hard fought allowances.</p>
2	<p>That Conference directs the National Executive to vehemently oppose any attempts on behalf of the Government to perform a u turn on the Croke Park Agreement in light of the various organisational and financial changes that An Garda Síochána have already adopted.</p> <p>DMR SOUTH CENTRAL</p>	<p>Attempts to adjust Croke Park resisted during 2012 and into this year. Croke Park 1 has been taken over by Croke Park 2 and the Labour Relations Commission Proposals (Current Pay Cut Proposals).</p>
Section 3	ALLOWANCES	
3	<p>That Conference directs the National Executive to make a claim that all taxable allowances be made pensionable.</p> <p>WESTMEATH</p>	<p>This claim was laid before Conciliation Council and discussed at two meeting of the Council. The matter was not concluded and remains on the Conciliation Agenda. Croke Park 1 has been taken over by Croke Park 2 and the Labour Relations Commission Proposals (Current Pay Cut Proposals).</p>
Section 9	HOURS OF DUTY AND LEAVE	
4	<p>That Conference directs the National Executive to ensure that during the implementation phase of the new rosters that each branch co-ordinate responses in each district to the review of the process and that the National Executive appoints an implementation team which differs from the personnel that negotiated the roster agreement.</p> <p>MEATH</p>	<p>Motion was lost</p>

HOURS OF DUTY AND LEAVE <i>continued</i>		Progress Report
5	<p>That Conference directs the National Executive to ensure that the views of the broad membership of the Association are properly reflected in the Association's representation at the bi-monthly review meetings on the piloted new roster, with specific reference to the effects of the new roster on members' family life.</p> <p>DMR SOUTH</p>	<p>No reviews of the roster were carried out by management throughout 2012- despite many calls from AGSI to do so. AGSI have requested the Pilot to be extended until reviews were carried out</p>
Section 10	COMPLAINTS & DISCIPLINE	
6	<p>That Conference directs the National Executive to ensure that there is strict adherence by Management and Investigating Officers to the guidelines as set out in the policy on Bullying, Harassment and Sexual Harassment for the investigation of complaints.</p> <p>GARDA COLLEGE</p>	<p>The Working Group dealing with this topic continues to meet. The AGSI position is that an external ombudsman be appointed to An Garda Síochána.</p>

REPORT ON MOTIONS 2012 CONFERENCE

Section 14	TRANSPORT & EQUIPMENT	Progress Report
7	<p>That Conference directs the National Executive to condemn the failure of Government to provide funds for the maintenance of the Garda fleet to agreed standards, to demand that the unacceptable depletion of the fleet be halted and that the Commissioner be requested to do all in his power to have the fleet upgraded to acceptable levels to meet the policing needs of 2012 and beyond.</p> <p>KERRY; LOUTH; KILKENNY/ CARLOW</p> <p><u>Amendment:</u> Remove the words “do all in his power “ to allow the motion to read “and that the Commissioner be requested to have the fleet upgraded...”</p> <p>GARDA HEADQUARTERS</p>	<p>The Association met the Minister and requested him to deal with the transport issue. He made available a budget, subsequently, to purchase additional cars. AGSI continues to pursue the leasing of vehicles as an option and has spoken to the Garda Inspectorate in efforts to progress this</p>
8	<p>That Conference directs the National Executive to carry out a cost benefit analysis to establish and determine the best value to be obtained for the Garda Budget when comparing current maintenance costs as opposed to the cost of purchase of new vehicles to the fleet.</p> <p>CAVAN/MONAGHAN</p> <p><u>Amendment:</u> In line 3 change the last word “for” to “from”</p> <p>GARDA HEADQUARTERS</p>	<p>Remitted – Contact made with the Garda Inspectorate to carry out an assessment of the fleet and VFM, as well as lobbying the Minister , Commissioner and the public through the media.</p>

TRANSPORT & EQUIPMENT <i>continued</i>		Progress Report
9	<p>That Conference directs the National Executive to call on the Commissioner to begin leasing patrol cars instead of purchasing them.</p> <p>WEXFORD</p>	See Progress Report Motion 7.
10	<p>That Conference directs the National Executive to request the Garda Commissioner to ensure that consultation takes place between the regional commissioners and divisional branch committees in relation to the regional fleet provision, deployment and demands.</p> <p>DONEGAL</p>	This was brought to the attention of the Commissioner, who assured AGSI that this would happen
11	<p>That Conference directs the National Executive to call on the Commissioner to change the appearance of Regional Support Unit (RSU) vehicles in order to distinguish them from the standard uniform patrol cars.</p> <p>WICKLOW</p>	This was pursued through the Deputy Commissioner. He undertook to consider the matter, but eventually decided that the current livery is appropriate
Section 15	FORCE STRENGTH	
12	<p>That Conference directs the National Executive to ensure that adequate personnel and resources are available to (a) provide a proper policing service to the communities that have been directly affected by Garda station closures and (b) to the Garda stations that now have the additional workload.</p> <p>KERRY</p>	The matter of resources was pursued with the Commissioner and the Minister, as well as through the Media. The Minister is now finally considering recruitment of full time member for An Garda Síochána

REPORT ON MOTIONS 2012 CONFERENCE

Section 16	SPECIALISED SECTIONS	Progress Report
13	<p>That Conference directs the National Executive to call on the Garda Commissioner to maintain and/or increase the current levels of firearms authorisation card holders in each division.</p> <p>WICKLOW</p>	<p>This matter has not progressed. The Commissioner is of the view that numbers should reduce</p>
Section 17	WELFARE	
14	<p>That Conference directs the National Executive to seek that the Garda Welfare Service is adequately resourced to reflect the current economic downturn, the demand and caseload of the Welfare Officers with the appointment of at least two officers per region.</p> <p>DONEGAL</p> <p><u>Amendment:</u> Alter the word “Welfare” on two occasions to read “Employee Assistance”</p> <p>GARDA HEADQUARTERS</p>	<p>This matter is progressed directly with the commissioner and through the national employee assistance service working group. It is expected that vacancies will be filled in 2013</p>

WELFARE <i>continued</i>		Progress Report
15	<p>That Conference directs the National Executive to call on the Minister for Justice to immediately provide support services, paid for by the state, to members of An Garda Síochána who have been directly affected by post-traumatic stress, depression and other similar illnesses as a result of carrying out their duties, and that such support be provided before they are interviewed by the Garda or any other authorities.</p> <p>ROSCOMMON/LONGFORD; WICKLOW</p> <p><u>Amendment:</u> Add the word “and Equality” after the word Justice in line two</p> <p>GARDA HEADQUARTERS</p>	<p>This is being pursued through the national employee assistance working group under AC Fanning, HRM</p>
16	<p>That Conference directs the National Executive to review the impact of the personnel reductions and increased workload on Garda members with the aim of making recommendations to restore morale and confidence within the Garda service.</p> <p>DMR SOUTH CENTRAL</p>	<p>Remitted – The minister and commissioner refused to acknowledge the reduced morale among members of An Garda Síochána. AGSI pursued the issue through the media.</p>

REPORT ON MOTIONS 2012 CONFERENCE

Section 18	ACCOMMODATION	Progress Report
17	<p>That Conference directs the National Executive to ensure that, in the light of the imminent closure of Harcourt St Garda station, that there is an urgent commitment to the building of the proposed new Kevin St Garda station.</p> <p>DMR SOUTH CENTRAL</p> <p>Amendment: Alter the words “Harcourt St” to “Harcourt Terrace”</p> <p>GARDA HEADQUARTERS</p>	<p>This was not concluded, and Housing section under the Director of Finance still regards the station as a priority. The funding for the building of this and other stations throughout the country continues to be an issue</p>
18	<p>That Conference directs the National Executive to demand that the Commissioner allow no further station closures to occur as this has a detrimental effect on policing in this country.</p> <p>WESTMEATH</p>	<p>This matter, though pursued through the minister and Commissioner, as well as TDs and Senators, was unsuccessful</p>
Section 19	POLICING METHODS AND TECHNIQUES	
19	<p>That Conference directs the National Executive to ensure that, as a matter of urgency, the appropriate regional support unit be selected, set up and maintained in the DMR</p> <p>DMR EAST</p>	<p>Remitted – Matter was brought to the attention of the Deputy Commissioner.</p>
20	<p>That Conference directs the National Executive to call on the Commissioner to set up a regional support unit in the south eastern region as the safety of operational members is being compromised without it.</p> <p>WEXFORD</p>	<p>Remitted – This was pursued to a successful conclusion</p>

POLICING METHODS AND TECHNIQUES <i>continued</i>		Progress Report
21	<p>That Conference directs the National Executive to press the Commissioner to produce a realistic policing plan based on the resources that are and will be available to him since the economic crisis.</p> <p>KILKENNY/CARLOW</p>	Remitted – This matter was pursued through the Commissioner. He does not acknowledge the problem of reducing resources
22	<p>That Conference directs the National Executive to call on the Garda Commissioner to develop a National Witness Management Strategy for criminal trials.</p> <p>DMR NORTH</p>	No progress was made on this motion
Section 21	SECURITY & LAW REFORM	
23	<p>That Conference directs the National Executive to call on the Minister for Justice, Equality & Defence to introduce legislation requiring persons subject to the Sex Offenders Act 2001 to supply personal information, including photographs, additional to that which is already required to be supplied on the notification form at intervals determined according to the risk level at which they have been assessed, and that all relevant forms be completed in person at the district headquarters station where he/she intends to reside, and not at any divisional/district Garda station within the state as the current legislation requires.</p> <p>ROSCOMMON/LONGFORD</p>	This was brought to the attention of the Minister who undertook to change the legislation through amendment

REPORT ON MOTIONS 2012 CONFERENCE

SECURITY & LAW REFORM <i>continued</i>		Progress Report
24	<p>That Conference directs the National Executive to demand a review of the investigation procedures of what GSOC undertake with the “less serious” complaints, in light of the considerable amount of time incurred by Inspectors and Sergeants investigating these complaints.</p> <p>DMR SOUTH CENTRAL</p> <p><u>Amendment:</u> Alter the reference to “Inspectors and Sergeants” to “AGSI members”</p> <p>GARDA HEADQUARTERS</p>	<p>This motion was brought to the attention of the Commissioner, with a further suggestion that GSOC be billed for the services of An Garda Síochána. The Director of Finance confirmed that such matter was under consideration.</p>
Section 23	ASSOCIATION BUSINESS	
25	<p>That Conference directs the National Executive to undertake a feasibility study into the possibility of altering Section 8 of the Association’s constitution with regard to representation on the National Executive. To examine the possibility of changing the way the State is divided for Association purposes from the current provincial basis to a regional basis in keeping with the Garda regions.</p> <p>WEXFORD</p>	<p>A sub group of the National Executive considered this matter and carried out some research on the matter. Ultimately, it was decided that the fairest method of selection of members to the national executive continues to be the one that is in use</p>

Section 24	GENERAL MATTERS	Progress Report
26	<p>That Conference directs the National Executive to seek an immediate full and comprehensive examination and audit of the operation of the Garda Síochána HRM department to be carried out by an independent accredited external body, such audit to include a complete review and assessment of all HRM actions, policies and procedures in relation to transfers, promotions and allocations and the publication of a full detailed report without delay.</p> <p>DONEGAL</p>	<p>This matter was not progressed to any satisfactory conclusion.. The concerns were raised with the Commissioner, who felt that he Associations were dealt with in a fair manner.</p>
27	<p>That Conference directs the National Executive to seek a reversal of the cut in funding of educational courses from 50% to 33% and people undergoing these third level courses be automatically entitled five days' study leave and five days' exam leave.</p> <p>KILKENNY/CARLOW</p> <p><u>Amendment:</u> After "funding" in line two remove the words "of educational courses from 50% to 33%" and in the last line remove the words "five days exam" and insert after "leave" "to attend exams".</p> <p>GARDA HEADQUARTERS</p>	<p>This motion was not concluded, though the case was made to HRM</p>

GENERAL MATTERS <i>continued</i>		Progress Report
28	<p>That Conference directs the National Executive to insist that, where there is an incident/event requiring the deployment of more than 15 members of AGSI that a member of AGSI be deployed at ground level at all times with the sole role of liaising with management and making sure that the welfare of members is monitored and any problems arising are dealt with promptly.</p> <p>KILKENNY/CARLOW</p>	<p>The commissioner is of the view that the EAS provide an professional service in this regard, and , along with peer supporters, continue to assist members in traumatic and serious events</p>

AMENDMENTS TO THE CONSTITUTION

Add the following to Clause 4(c): “In cases where members are on Temporary Transfer to another station or section for a period which is likely to exceed 12 months, or which has already reached or exceeded 12 months, such members may apply to the National Executive for transfer to that branch. In cases where the Temporary Transfer has ceased, such members to revert to the appropriate branch for their station or section.

In cases where members are affected by organisational changes within An Garda Síochána, such members may apply to the National Executive for transfer to an appropriate branch.

All decisions in such cases shall be subject to the absolute discretion of the National Executive, after making appropriate enquiries with the members and branches involved.”

NATIONAL EXECUTIVE

Constitution of the Association



CONSTITUTION OF THE ASSOCIATION

CONSTITUTION FOR THE ASSOCIATION OF GARDA SERGEANTS AND INSPECTORS AS ADOPTED AT THE 2002 CONFERENCE, AMENDED IN 2004 AND LAID BEFORE THE HOUSES OF THE OIREACHTAS BY MEANS OF STATUTORY INSTRUMENT NO. 706 OF 2004. Further amended in 2005 (replacement clause 16 (c)) and in 2009 (additional clause 16 (e) and amendments to Clause 7(c)).

THE ASSOCIATION

The Association of Garda Sergeants and Inspectors was established in 1978 under the terms of the Garda Síochána Act 1977 and the Garda Síochána (Associations) Regulations 1978 to 1994. It represents the interests of Sergeants, Station Sergeants and Inspectors in An Garda Síochána.

The Association is organised through Branches who elect a Branch Committee. From these Committees a thirteen member National Executive is elected by Postal Ballot from amongst whom the President is elected at the Annual Delegate Conference. All elections take place every three years.

Constitution of the Association

1. The Association shall be known as :

The Association of Garda Sergeants and Inspectors. (Cumann Sairsintí agus Cigirí de'n Gharda Síochána).

2. The headquarters of the Association shall be at such place as the National Executive of the Association may, from time to time, decide.

3. OBJECTIVES

The objectives of the Association shall be:

(a) To organise in one Association all Garda Síochána sergeants, station sergeants and inspectors.

- (b) To protect and promote the interests of its members and in particular to secure improvements in conditions of service, remuneration, training, equipment and accommodation.
- (c) To safeguard its members' interests in connection with legislative measures and to secure the effective administration of existing laws which may affect the general and material, health safety and welfare of its members.
- (d) To resolve issues between members.
- (e) To provide benefits for members in accordance with Association policy.
- (f) To provide a means through which the members, acting as a body can influence and promote the development of the Garda Síochána and contribute to greater administrative efficiency in the service, while having regard to the welfare of each member and the opportunities to enable them to realise their own potential.
- (g) Generally to do anything or to promote or participate in any activities as may be considered beneficial to, or advisable in, the interests of the Association and its members.
- (h) To liaise with other garda associations and other representative bodies.
- (i) To promote an industrial relations educational policy for the members of the Association.
- (j) To promote and seek improvements in the welfare and well-being of members.

4. MEMBERSHIP

- (a) Membership of the association shall be open to all members of the Garda Síochána who hold the rank of Sergeant, Station Sergeant or Inspector.
- (b) Every application for membership of the Association, other than as provided for at subsection (d), shall be made on a prescribed form to the relevant Branch Committee. The Branch Committee at its discretion, may

decide to accept or reject the application for membership but an appeal shall lie against its decision to the National Executive and from the National Executive to the Annual Delegate Conference.

- (c) Each member of the Association shall be attached to the Branch appropriate to the division to which the member is permanently assigned. A member of the Association who has been transferred permanently from one division to another shall automatically transfer to the Branch appropriate to that member's new division.

In cases where members are on Temporary Transfer to another station or section for a period which is likely to exceed 12 months, or which has already reached or exceeded 12 months, such members may apply to the National Executive for transfer to that branch. In cases where the Temporary Transfer has ceased, such members to revert to the appropriate branch for their station or section.

In cases where members are affected by organisational changes within An Garda Síochána, such members may apply to the National Executive for transfer to an appropriate branch.

All decisions in such cases shall be subject to the absolute discretion of the National Executive, after making appropriate enquiries with the members and branches involved.

- (d) Applications for re-admission to membership shall be made to the relevant Branch Committee, on the prescribed form, who shall forward same with recommendations to the National Executive for determination. An appeal to the decision of the National Executive shall lie with the Annual Delegate Conference.

- (e) A member who leaves the Association shall not be reinstated unless arrears of subscriptions, levies and fines due are paid.
- (f) Members of An Garda Síochána who become eligible for membership of the Association must apply for membership on the prescribed form within one calendar month of becoming so eligible. If the application is not made within this period, members shall only be entitled to avail of the benefits of the Association for the period prior to their application for membership if such a member has paid subscriptions for the said period, subject to the absolute discretion of the National Executive.

5. STANDARDS OF MEMBERSHIP

- (a) Any individual member or Branch Committee may make a complaint of misconduct against a member of the Association. All complaints must be in writing and must be sent to the to the General Secretary or Deputy General Secretary of the Association.
- (b) A Complaint of misconduct against a member of the Association shall be investigated by a person or persons nominated by the National Executive.
- (c) The person or persons nominated shall conduct an initial investigation having first notified the member against whom the complaint is made of the nature of the complaint.
- (d) Unless the person or persons nominated to conduct the investigation is satisfied that the complaint is of a frivolous or vexatious nature, that person or persons shall forward the complaint to the Standards Committee together with a report of the investigation.
- (e) The Standards Committee will consist of five members nominated by the National Executive and shall hold office for the same period as the National Executive. Not less than three members of this Committee will

- adjudicate on any issue. Vacancies as they arise will be filled by the National Executive. No person who has investigated a particular complaint shall be a member of the Standards Committee dealing with the said complaint.
- (f) Upon receipt of the complaint the Standards Committee shall notify the member in writing by registered post that the complaint against such member is to be the subject of an Inquiry by the Standards Committee and shall notify the member of the hearing date for the said Inquiry. The member shall be notified of their right to attend at the hearing; to be represented at the hearing; to call evidence, examine witnesses and make submissions at the hearing; and/or to submit an explanation in writing. The hearing date shall be a date which is not less than fourteen days from the date of the Notice served on the member. A copy of the investigation report received by the Standards Committee shall be attached to the Notice to the member.
- (g) Misconduct by a member of the Association shall include the following: -
- (i) Falling into arrears of subscriptions for a period in excess of thirteen weeks.
 - (ii) Wilfully or persistently acting in a manner calculated to prejudice the interests, objectives or policy of the Association as an officer, trustee or agent of the Association;
 - (iii) Converting to their own use, retaining or failing to account for any monies, securities, documents, papers or property of the Association;
 - (iv) Improperly disclosing any confidential information regarding the activities, purposes or deliberations of the Association to the detriment of the interests, objectives or policy of the Association;
 - (v) Wilfully or persistently refusing, failing or neglecting to observe any conditions, restrictions or instructions of the Association which the Association could legitimately require the member to observe;
- (vi) Engaging in behaviour which renders the member's continued membership detrimental to the interests, objectives or policy of the Association;
- (vii) Such other act or omission which in the opinion of the Standards Committee amounts to misconduct;
- (h) Where the Standards Committee is satisfied that a member has been guilty of misconduct within the meaning of sub- paragraph (g) it may impose one or more of the following sanctions:-
- (i) Reprimand the member;
 - (ii) Debar the member from holding office with the Association for such period as may be decided;
 - (iii) Suspend the member from the Association for such period as may be decided. (During the term of suspension the person shall not be deemed to be a member of the Association and shall not be entitled to avail of benefits of the Association);
 - (iv) Expel the member from the Association. (Any member expelled from membership shall forfeit absolutely and unconditionally all rights and benefits deriving from membership or participation in the property or funds of the Association).
- (j) A member expelled from the Association shall only be re-admitted following application under 4(d) above accompanied by a submission in writing from the member to the National Executive outlining the reasons why the member should be re-admitted.
- (k) An appeal against a decision or sanction of the Standards Committee shall lie to the National Executive. Such an appeal shall be by way of a full rehearing. Members of

the Standards Committee who have heard the said complaint or any person who has been nominated to investigate the said complaint shall be excluded from the appeals process. The National Executive may affirm, reverse or vary the decision of the Standards Committee. The decision of the National Executive shall be final, conclusive and binding on all parties.

6. FINANCE

- (a) Each member shall forward or cause to be forwarded a subscription to the Treasurer of the Association at its Headquarters. The amount of the subscription shall be determined from time to time at the Annual Delegate Conference.
- (b) The National Executive shall be empowered to enter into an arrangement with the Accountant of the Department of Justice under which a member may have their subscription deducted from their salary at source and forwarded to the Treasurer of the Association on their formally authorising the Accountant to do so.
- (c) Each Branch shall be entitled to receive quarterly from the Association's funds a sum of money for the purpose of meeting local expenses. The sum shall be expressed as a percentage of the aggregate of subscriptions received from members attached to a Branch and shall be approved in respect of each ensuing year by the Annual Conference on the recommendation of the National Executive. The refund to Branches shall be determined by the number of members attached to each Branch.
- (d) The National Executive may make general provisions for those on leave without pay with regard to the amount of subscription which is payable.
- (e) On the recommendation of the National Executive, a Special or an Annual Delegate Conference may vary the subscription from

time to time.

- (f) A special levy may, on the recommendation of the National Executive be imposed by a Special or Annual Delegate Conference.
- (g) The Association shall have the power to receive funds or property at the discretion of the National Executive.
- (h) The National Executive shall have overall responsibility for the financial affairs of the Association and all funds whether in the possession of committees or sub-committees shall be the property of the Association.
- (i) The Association shall have power to acquire, hold or dispose of real or leasehold property; it shall have the power to raise funds by borrowing money on any real or personal property of the Association.
- (j) The financial year of the Association shall end on 31st December.
- (k) The accounts of the Association shall be audited annually by a public auditor appointed by the Annual Delegate Conference who shall prepare together with the National Executive Committee proper accounts with notes to same fully explaining all Association income and expenditure for the previous financial year which shall be circulated to delegates prior to the Annual Delegate Conference and presented to them for their approval at the Annual Delegate Conference.
- (l) Each member of the Association shall at any reasonable time and on giving due notice, have the right to inspect the books of the Association.

7. TRUSTEES

- (a) There shall be three Trustees in the Association.
- (b) The Trustees shall be members of the Association for not less than five years on the closing date for receipt of nominations.
- (c) Any qualifying member of a Branch Committee may be nominated by that Branch

- to stand for election as a Trustee of the Association, the nomination to be submitted by a date determined by the National Executive
- (d) Trustees shall be elected by delegates at the Annual Delegate Conference by the proportional representation, single transferable vote system. Trustees shall serve for a three year term, save those elected at the first election following adoption of this section who shall serve as follows:
 the candidate declared first elected - 3 years
 the candidate declared second elected - 2 years
 the candidate declared third elected - 1 year
- (e) (i) A Trustee who ceases to be a member of the Association shall cease to be a Trustee of the Association.
 (ii) A Trustee who is elected as a member of the National Executive shall cease to be a Trustee from the date of such election.
 (iii) A member of the National Executive who is elected a Trustee shall cease to be a member of the National Executive from the date of such election.
 (iv) In the event of a vacancy arising for the office of Trustee, the next succeeding candidate not elected at the previous election of Trustees shall be deemed to be elected as Trustee for the duration of the term of the office holder whose vacancy is filled.
 (v) Where no succeeding candidate remains at the previous election the National Executive shall co-opt a qualifying member as Trustee of the Association until the next Annual Delegate Conference when the Delegates shall elect a Trustee by the proportional representation, single transferable vote system, to fill any such vacancy arising. The Trustees so elected shall remain in office for the duration of the term of the elected office holder whose vacancy they fill.
- (f) The Trustees or any of one or more of them may be removed from office at any time by a resolution signed by not less than six Branches of the Association or by the National Executive and passed by two-thirds majority of those present and voting at an Annual Delegate Conference or Special Delegate Conference.
- (g) (i) The Association shall have power to acquire, hold or dispose of real, leasehold, or personal property, which shall be vested in the Trustees of the Association. They shall sue or be sued on behalf of the Association.
 (ii) The Trustees shall on the direction of the National Executive enter into any contract, bond or undertaking on behalf of the Association which is consistent with the rules of the Association and is otherwise lawful.
 (iii) All deeds, documents of title and securities belonging to the Association shall be held by the Trustees and they may take such measures for the safe control and preservation thereof as they think fit and shall produce them when so required by a resolution of the Annual Delegate Conference or a Special Delegate Conference or when they are required by the National Executive or the Auditors of the Association.
 (iv) The Trustees shall, should the necessity arise and on the direction of the National Executive, be empowered to borrow, by way of overdraft or otherwise, sufficient funds to meet liabilities incurred by the Association and to offer any deed or document of title held in their name as collateral security.
 (v) The Trustees shall have access to the books of the accounts of the Association and shall have access to the relevant

extracts of the minutes of the National Executive of the Association for the purpose of verifying authority for any financial transaction.

- (vi) The Trustees shall meet with the National Executive on at least two occasions during each year to deal with matters pertaining to their duties and responsibilities. The Trustees shall also meet with and review the report of the Treasurer of the Association prior to the Annual Delegate Conference.
- (vii) The Trustees shall report to the Annual Delegate Conference, or Special Delegate Conference called for that purpose, and may address Conference on matters pertaining to their duties but they shall not act as Delegates at Conference or vote at Conference.
 - (viii) (a) The Trustees shall be indemnified out of the funds of the Association against all expenses, damages, costs and claims whatsoever incurred by them in the proper execution of their functions.
 - (b) No Trustee shall be held liable for the act or default of any other Trustee to which the Trustee was not privy.
- (c) The Munster Area shall consist of all divisions, the headquarters of which are located in the province of Munster.
- (d) The Dublin Metropolitan Area shall consist of all divisions in the Dublin Metropolitan Region.
- (e) Garda Headquarters shall be deemed to be a division.
- (f) The Garda College at Templemore in the County of Tipperary shall be deemed to be a division.
- (g) All detective units attached to Dublin Castle and Harcourt Square shall be deemed to be a division.
- (h) There shall be a branch of the Association in each division which has a minimum of 25 members and the Branch will consist only of members of the Association permanently assigned to the division.
- (I) Where a new division is formed or where an existing division is abolished, reduced or enlarged in area, or where the minimum criteria set out as (h) above is not attained, the National Executive may make such arrangements as are deemed necessary for appropriate representation within the areas affected.

8. AREA AND BRANCH ORGANISATION

For the purpose of the organisation of membership, the State shall be divided into four Areas as follows: the Leinster Area, the Connaught/Ulster Area, the Munster Area and the Dublin Metropolitan Area.

- (a) The Leinster Area shall consist of all divisions, (apart from those in the Dublin Metropolitan Area), the headquarters of which are located in the province of Leinster.
- (b) The Connaught/Ulster Area shall consist of all divisions, the headquarters of which are located in the province of Connaught or Ulster.

9.

- (a) An Annual General Meeting of the members of each Branch shall be held in the month of January each year for the purpose of:
 - (i) Receiving the report of the Branch Committee on the activities of the branch for the year.
 - (ii) Making nominations for the National Executive, triennially only.
 - (iii) Making a nomination for the position of Trustee of the Association.
 - (iv) Submitting motions and/or Amendments to the Association's Constitution for the Annual Delegate Conference of the Association.
 - (v) Electing delegates to the Annual



- Delegate Conference.
- (vi) Transacting such other business as it is empowered to deal with.
- (b) Special general meetings of a Branch shall be held whenever the Branch Committee deem it necessary, or in accordance with the directions embodied in a resolution passed by a majority of the members present at a previous Branch general meeting, or on a request signed by not less than one-fifth of the members of the Branch or on the instruction of the National Executive.
- (c) The affairs of the Branch shall be conducted by a Branch Committee in accordance with the rules and policy of the Association.
- 10.**
- (a) The Branch Committee shall be elected by postal ballot vote of members of the Association attached to that Branch. Elections shall take place triennially and shall be completed not later than a date determined by the National Executive.
- (b) A candidate for election to a Branch Committee must be nominated by a member of the Association attached to that Branch. On acceptance of the nomination by the nominee, the nomination shall be submitted on or before a date to be determined by the National Executive.
- (c) The counting of votes shall be conducted by auditors appointed by the Annual Delegate Conference.
- (d) A member of the Association shall only be eligible for election to the Branch Committee appropriate to the division to which that member is permanently assigned.
- (e) If subsequent to nomination for election to a Branch Committee (and prior to the date of issue of the ballot papers as determined by the National Executive) a member is assigned to a division to which a different Branch is appropriate the nomination of the member shall lapse.
- (f) If a member of the Association has been notified prior to the nomination closing date, that the said member is to be permanently assigned to a division to which a different Branch relates, such assignment to take effect on a date prior to that on which the Branch Committee for the member's new division formally take up office (that is the date of the AGM), then the said member may seek nomination and may be nominated for election to the Branch Committee for the division to which the member is to be permanently assigned, as if the member was already permanently assigned to that new division.
- (g) The Branch Committee shall consist of the six members who receive the highest total number of votes in the result of the postal ballot vote, subject however, to the condition that one place at least of the six places on the committee shall be filled by the Inspector who receives the highest total number of votes (received by Inspectors) in the postal ballot whether or not that person is among the six who received the highest total number of votes (provided always that an Inspector has been nominated). In the event of a tie for a place it shall be filled by drawing lots.
- (h) In the event of insufficient nominations being received to fill a Branch Committee of six members, the National Executive may make such arrangements as it thinks fit to ensure the members are fully represented until the next elections.
- (i) A member of a Branch Committee shall cease to hold office on ceasing to be a member of the Association or on being transferred permanently to a division for which there is a separate Branch, or on failure, without good and sufficient cause, to attend three consecutive meetings.
- (j) Where a vacancy occurs on a Branch Committee the next highest remaining candidate, as is appropriate, under (g) above,

in the postal ballot vote shall be co-opted to fill the vacancy. In the absence of such a candidate the Branch Committee shall have the power to co-opt another person from among the members attached to that Branch to fill the vacancy.

- (k) Each Branch Committee shall elect from among its members a chairperson, a treasurer and a secretary.
- (l) Where a member of a Branch Committee is absent from the Branch and such absence is likely to exceed 3 months, the Branch Committee may co-opt a replacement Committee member for the duration of that absence.

11.

- (a) Matters affecting members individually or generally may be raised with the National Executive only through a Branch and for that purpose the Branch may delegate action in this regard to the Branch Committee who may in turn delegate it to the Branch Secretary.
- (b) Where the Branch receives monies, whether by way of subscription or otherwise, on behalf of the Association, they shall transmit these monies in full to the Treasurer of the Association except where, by agreement with the National Executive, they are permitted to retain a specified sum.
- (c) Where a Branch Committee fails to hold the Annual General Meeting or ceases to function, the National Executive may dissolve that Branch Committee and arrange for the election of a new Branch Committee.

12. MANAGEMENT OF THE ASSOCIATION

The management of the Association shall be vested in:

1. Delegate Conference.
2. A National Executive.

13. DELEGATE CONFERENCE

- (a) The supreme authority of the Association shall be vested in the Annual Delegate Conference or any Special Delegate Conference.
- (b) The Annual Delegate Conference shall be held on or before the last day of the month of May in each year.
- (c) Delegates to the Annual Delegate Conference shall be appointed at the Annual General Meeting of each Branch and delegates to a Special Delegate Conference shall be appointed at a Special General Meeting of each Branch.
- (d) Each Branch shall be entitled to appoint one delegate in respect of each 15 members of the Branch, provided that each Branch shall be entitled to a minimum delegation of three. The determining date shall be 1st January of each year. The delegates selected to go forward to the Annual Delegate Conference shall be drawn from the Branch Committee where available and where the number to be appointed exceeds six the additional delegates shall be selected from the members of the Association attached to the Branch.
- (e) The members of the National Executive the General Secretary and the Deputy General Secretary shall, in addition to the delegates, be full members of the Delegate Conference. They shall have the right to speak on all issues and, with the exception of the General Secretary and the Deputy General Secretary, shall have the right to vote on all issues. No other person may address the Delegate Conference except at the discretion of the chairperson.
- (f) The expenses of a Branch Delegate shall be met by that delegate's Branch.
- (g) Motions for the Annual Delegate Conference may be submitted either by a branch or by the National Executive and shall be submitted not later than a date to be decided by the National Executive. The National Executive shall



circulate to the Branches the preliminary agenda containing all such motions not later than a date which it will decide and shall require that all amendments be submitted not later than a date which it will decide. The National Executive itself may also place amendments to motions on the order paper. Where motions and amendments are put forward by a Branch they must be certified as having been passed at a duly convened meeting of the Branch concerned. A final agenda shall be circulated for the information of all delegates at least two weeks before the opening of the Annual Delegate Conference. The final agenda shall contain all motions and amendments for discussion, the Annual Report of the National Executive and the Statement of Accounts duly audited. It shall also contain nominations for the position of Trustee and contain the nominations for the office of President in a presidential election year.

- (h) The President of the Association shall act as chairperson at all Delegate Conferences. In the absence of the President, however, the National Executive shall appoint one of the two Vice-Presidents to act as chairperson. In the absence of the President and both of the Vice-Presidents, the National Executive shall nominate from amongst its members a person to act as chairperson.
- (i) A quorum for the purposes of a Delegate Conference shall consist of one quarter of the total number of delegates to Conference who are eligible to vote.
- (j) Unless otherwise provided amendments to rules will take effect from the day following their adoption by the Annual or Special Delegate Conference.

14.

A Special Delegate Conference of the Association may be summoned at any time on the request of one-quarter of the total

membership of the Association or may be summoned at any time at the discretion of the National Executive. Only the business set out on the notice paper convening a Special Delegate Conference shall be dealt with at that meeting, but other business of an urgent nature may be dealt with at the discretion of the chairperson and with the consent of two-thirds of the delegates present and voting.

15. STANDING ORDERS COMMITTEE

- (a) The Annual Delegate Conference shall elect each year a Standing Orders Committee of three members for the next following years' Annual Delegate Conference or for any Special Delegate Conference prior to the next Annual Delegate Conference. Where a vacancy occurs on the Standing Orders Committee the next highest remaining candidate in the ballot shall fill that vacancy. Where no such candidate remains, the National Executive shall co-opt a member.
- (b) Members of the Standing Order Committee shall attend the Annual Delegate Conference or Special Delegate Conference at the expense of the Association.
- (c) Members of the Standing Order Committee shall not be delegates of their Branch and shall not have voting rights on matters at Conference. They shall have the right to address Conference on issues relating to Standing Orders matters only.
- (d) The Standing Orders Committee shall endeavour to expedite the business of Conference by making recommendations as they deem necessary and shall for this purpose issue Standing Orders for each Conference. They shall meet prior to each Conference.
- (e) The Standing Orders Committee shall elect its own chairperson.
- (f) Nominations for the Standing Orders Committee shall be made from the delegates and the members of the current Standing

Orders Committee at the Annual Delegate Conference.

- (g) The Standing Orders Committee shall be elected by secret ballot by means of the proportional representation, single transferable vote system.

16. NATIONAL EXECUTIVE ELECTION

- (a)
- (i) The National Executive shall consist of 13 members. A candidate for election to the National Executive shall be a member of a Branch Committee.
 - (ii) Each Branch shall be entitled to nominate not more than one Sergeant or Station Sergeant and not more than one Inspector for election to the National Executive.
 - (iii) Candidates must be nominated by their own Branch.
- (b) The following provisions shall apply to the election of the National Executive.
- (i) Each Area shall elect to the National Executive the following:
 - (a) The Inspector with the highest number of votes.
 - (b) The Sergeant or Station Sergeant with the highest number of votes.
 - (ii) In addition to those elected under sub-paragraph (i) above the following shall also be elected:
 - (a) In the Areas of Connaught/ Ulster, Leinster and Munster the candidate who receives the highest number of votes (excluding those candidates elected under sub-paragraph (i)(a) or (b);
 - (b) In the Dublin Metropolitan Area the two candidates who received the highest number of votes (excluding those candidates elected under sub-paragraph (i)(a) or (b).
 - (iii) Where only one candidate is nominated or is remaining under subsection (b)
- (i)(a) or (b)(i)(b) above, that candidate shall be deemed to be elected. However the votes of a candidate who has been deemed to be elected in this way and who has not reached the quota shall not be distributed.
- (iv) The National Executive shall be elected by postal ballot vote of the association members attached to the appropriate Area. The election shall be by the proportional representation, single transferable vote system. The counting of votes shall be conducted by auditors appointed by the Annual Delegate Conference and shall be completed not later than a date determined by the National Executive.
- (v) The election of the National Executive shall be held triennially in the month of February.
- (c) A member of the National Executive shall cease to hold office on ceasing to be a member of the Association, ceasing to serve on a branch committee in the Area wherein the member was elected save where the member is completing a term of office on the National Executive following the election of a Branch Committee at the triennial Branch Committee elections, or on promotion.
- (d) Where a vacancy occurs on the National Executive the following provisions apply:-
- (i) A vacancy arising under subsection (b) (i)(a) above will be filled by the next remaining Inspector or in the absence of such a candidate the next remaining Sergeant.
 - (ii) A vacancy arising under subsection (b) (i)(b) above will be filled by the next remaining Sergeant or in the absence of such a candidate the next remaining Inspector.
 - (iii) A vacancy arising under subsection b(ii) above will be filled by the next remaining candidate.

- (iv) Where a vacancy cannot be filled under subsection (i) (ii) or (iii) above the National Executive shall arrange for the holding of an election in that Area provided the remaining period of office of the National Executive is greater than six months from the date on which the vacancy arises. For the purpose of this election each Branch in the Area shall be entitled to nominate not more than one Sergeant or Station Sergeant and not more than one Inspector who are members of a Branch Committee. The election under this Section shall be by postal ballot vote. The election shall be by the proportional representation, single transferable vote system. The voting shall be conducted by Auditors appointed by the Annual Delegate Conference and shall be completed not later than a date to be determined by the National Executive.
- 16(e) In the event of a situation arising where, having sought nominees for election to any vacancy on the National Executive and no candidates are forthcoming, the National Executive may co-opt a member from within that region and currently serving on a branch committee to fill such vacancy following consultation with branch committees in the specific electoral area.
- (c) An election for the purpose of (a) above shall be held triennially.
- (d)
- (i) In the event of the office of President becoming vacant, or on the failure of the President, without good and sufficient cause, to attend three consecutive meetings of the National Executive, the National Executive may elect one of its members to act as President until the next Annual Delegate Conference.
- (ii) Following the appointment of a President at 17 (d) (i) above, any member of the National Executive, nominated by their own Branch Committee and at least one other Branch Committee, not later than a date to be specified by the National Executive, may be a candidate for the office of President at the following Annual Delegate Conference where elections for the office of President would not otherwise be held. The President so elected will hold office until the next round of triennial Elections as at (c) above.
- (e) The election of President shall be by the proportional representation, single transferable vote system, and the counting of votes shall be conducted by Auditors appointed by the Annual Delegate Conference.

17. ELECTION OF PRESIDENT

- (a) Following the election of the National Executive as set out in Section 16 above, the Annual Delegate Conference shall elect a President from among the 13 members of the National Executive so elected.
- (b) A candidate for the office of President shall be nominated by their own Branch Committee and at least one other Branch Committee prior to the Annual Delegate Conference not later than a date to be specified by the National Executive.

18. FUNCTIONS OF PRESIDENT

- (a) The President of the Association shall be the chief officer of the Association. The President's responsibilities shall include: ensuring that the rules of the Association are upheld; and ensuring that the interests of the Association are advanced.
- (b) The President of the Association shall act as chairperson of the National Executive.

19. FUNCTIONS OF NATIONAL EXECUTIVE

- (a) The National Executive shall be responsible for the implementation of the objectives of the Association and policy as handed down at Annual Delegate Conference or Special Delegate Conference and for the management of the Association funds and property.
- (b) In the absence of the President the National Executive shall elect one of the Vice-Presidents to act as chairperson. In the absence of the President and both the Vice-Presidents, the National Executive shall elect a chairperson from amongst its members.
- (c) The National Executive shall appoint the following officers: -
 - (i) Two Vice Presidents
In the absence of the President, a Vice President should be available to act as President.
 - (ii) An Honorary Secretary
It shall be the duty of the Honorary Secretary or other members of the National Executive temporarily appointed for that purpose by the President to keep proper, accurate and permanent minutes of the transactions of all meetings of the National Executive and every other meeting involving Association representation. The said minutes shall be presented to the next meeting of the National Executive for approval and signature by the appropriate officers.
 - (iii) An Honorary Treasurer. The Honorary Treasurer shall:-
 - (a) report to the National Executive and Annual Delegate Conference upon the financial records of the Association and ensure that correct accounts of the receipts and payments of the Association are kept.
 - (b) ensure that the monies of the

Association are deposited with the Association's bank or other financial institution, as determined by the National Executive, without delay.

- (c) ensure that a current statement of the Association's finances shall be available for presentation to meetings of the National Executive.
- (d) when required at the Annual Delegate Conference and at meetings of the National Executive, to answer all questions pertaining to the funds of the Association to the best of their ability and to obtain and deliver such further detail in relation to such matters as may be required.
- (e) liaise with the Trustees of the Association as required under Section 7 of this constitution.
- (f) The National Executive may appoint sub-committees as it deems necessary. Such sub-committees will carry out functions as assigned to them and report to the National Executive.

20. SECRETARIAT

- (a) There shall be a full time General Secretary who shall be a member of the Association and who shall be appointed by the National Executive.
The General Secretary shall: -
 - (i) conduct the business of the Association in accordance with the Constitution, the decisions of the Annual and Special Delegate Conferences, and the directions of the National Executive.
 - (ii) be responsible for the day-to-day supervision and the running of the office of the Secretariat at the Association's Headquarters and for the



- deployment and management of the staff therein.
 - (iii) be responsible for the custody and maintenance of all records of Association business.
 - (iv) report to the National Executive on the business and affairs of the Association.
 - (v) keep the President of the Association informed of all matters affecting the interests of the Association.
 - (vi) attend meetings of the National Executive and Delegate Conference but shall not have the right to vote.
 - (vii) be employed on such contractual terms and conditions as shall be determined by the National Executive.
- (b) The National Executive may also appoint a Deputy General Secretary who will assist the General Secretary in the provision of the secretariat function to the Association. In the absence of the General Secretary, the Deputy General Secretary shall perform the functions and duties assigned to the General Secretary. The Deputy General Secretary shall attend meetings of the National Executive and Delegate Conferences but shall not have the right to vote. The Deputy General Secretary shall be employed on such contractual terms and conditions as shall be determined by the National Executive
- (c) The National Executive may also appoint such other staff as may be required to discharge the business of the Association.

21. GENERAL BALLOT

- (a) A general ballot of the members may be held to assist in determining the policy of the Association on any matter. Such ballot shall be held:
- (i) At the direction of a Delegate Conference or of the National Executive.
 - (ii) Within 28 days of the receipt by the General Secretary of the requisition of

such a ballot from at least one-fifth of all Branches, representing at least 15% of the membership, provided each such request has been approved by general meetings of the members attached to the Branches concerned.

- (iii) Within 28 days of the receipt by the General Secretary of a requisition from one-fifth of the entire membership.
- (b) The National Executive may decide to hold a Special Delegate Conference instead of a general ballot within 28 days of receiving a request under (ii) or (iii) above.

22. INTERPRETATION

Questions of interpretation shall be determined by the National Executive.

23. REVISION

This Constitution may be amended by resolution adopted by two-thirds of the delegates present and voting at a Delegate Conference after due notice has been given.

24. DISSOLUTION

The Association may be dissolved at any time by means of a general ballot of the members provided that such dissolution is approved by two-thirds of the membership.

Sgt. Conal Curtis, Sam Maguire and Dasher

HEAD OFFICE:

6th Floor
Phibsborough Tower
Phibsborough
Dublin 7

Telephone:
(01) 830 3166

Fax:
(01) 830 6396

Email:
agsi@agsi.ie



AGSI

Association of Garda Sergeants and Inspectors
Cumann Sairsintí agus Cigirí de'n Gharda Síochaná