

Ms. Mandy Kane, Mandate Trade Union, O'Lehane House, 9 Cavendish Row, Dublin 1.

27th October 2023

## Dear Mandy,

Further to our recent meetings which concluded yesterday, I have set out below the detailed terms of the agreement we have reached regarding terms and conditions of employment up to the 31 December 2025.

- 1. **Pay Award:** A new pay deal of 10% in total up to the end of 2025 and commencing on 1<sup>st</sup> July 2023 as follows:
  - a. 5.0% effective 1 July 2023
  - b. 2.5% effective 1 January 2024
  - c. 2.5% effective 1 January 2025
  - d. Pay deal will expire on 31 December 2025
- 2. Pay Progression for those on lower incomes: This second proposal relates to ensuring a provision for lower income earners whose salary is below €27,500 and for those who are commencing employment.

To address this and to provide a clear pathway of pay progression for such individuals, the following will be applied.

• 1<sup>st</sup> September 2023 All staff under €27,500 will be increased to €28,000.

1st September 2024 +€2000
 1st September 2025 +€2000

This pay award will apply to those who fall into the category of lower income and will be in addition to the 10% pay progression outlined above. Salary progression will increase in line with this pay agreement.



Entry level positions (including seasonal employees) within the organisation will ordinarily commence at €28,000 rising to €32,000 within 3 years of completed service. Pay progression will be applied in the following manner:

Anniversary of 1 year of service: +€1000
 Anniversary of 2<sup>nd</sup> year of service: +€1,000
 Anniversary of 3<sup>rd</sup> year of service: +€2,000

- 3. **Clocking in**: A formal clocking in and clocking out system will be introduced to facilitate record keeping and to meet the obligations of the Organisation of Working Time Act, 1997.
- 4. **Training and development**: The company is committed to upskilling all staff. To facilitate the development of staff, individual annual performance reviews will take place which will provide an opportunity for staff to receive feedback, plan objectives, discuss career aspirations, identify training needs, and increase overall employee engagement. Formal training will be provided to both staff and people managers.
- 5. Retirement Age: The normal retirement age will be maintained at 65 years of age. For anyone who wishes to work beyond this age, an application can be made in line with the Code of Practice on Longer Working (Statutory Instrument 600 of 2017). Where an extension is granted to work beyond the contractual retirement age of 65, a fixed term contract will be issued on a yearly basis up to the maximum age of 68. Employees will be required to attend an annual occupational health assessment to confirm their continued fitness to work. If it is not possible for the employee to be retained in their current role, they may be offered the option to remain in employment in an alternative role or to work a more flexible work pattern on a fixed term basis. They will be retained on their existing terms and conditions of employment, apart from pension contributions. Additionally, death in service cover will only be available in circumstances where the insurer can provide it. For any current staff aged over 68, a termination date and a period of notice will be agreed. The continued appropriateness of the maximum age of 68 will be reviewed on an annual basis.
- 6. Christmas Working: To service the needs of the business, some staff will be required to work during the period between Christmas and the New Year. Volunteers will be sought in the first instance, however where sufficient volunteers are not forthcoming, staff will be rostered. This will be done in a fair and equitable manner. Rosters will be confirmed by 30<sup>th</sup> November. Those staff rostered to work will not be required to take annual leave on those days and will be paid in line with the appropriate rate for the day; (i.e., Christmas Day & St Stephen's Day Double time; 27-29<sup>th</sup> -Normal pay).



7. **Service Days:** Length of service and commitment to the organisation by staff will be acknowledged through the award of service days in the form of additional annual leave days.

1 day's additional annual leave will be credited to employees at 5-year intervals as follows:

• After 5 years' service: Annual leave entitlement will increase to 21 days.

After 10 years' service: 22

After 15 years' service: 23

• After 20 years' service: 24

• After 25 years' service:25

The maximum number of annual leave days will be 25.

The additional day's leave will be credited to employees in the January following their attainment of each block of 5 years' service.

- 8. Overtime: The company will continue to move towards a more flexible form of employment that is more in keeping with the needs of the business. Overtime will continue to be managed and reduced where possible. For employees currently in receipt of such payments, overtime will continue to be paid as per individuals' terms of employment. Wherever possible, overtime will be distributed in a fair and equitable manner to those who are currently eligible for it in line with business objectives. Discussions will take place on the removal of overtime payments as part of talks for the next pay agreement.
- 9. Raceday payment: The company will continue to move towards a more flexible form of employment that is more in keeping with the needs of the business. The race day payment will continue to be €80 for Monday Saturday and €120 for Sundays and Public Holidays and will cover specified duties from 30 minutes before the off time of the first race to 30 minutes after the off time of the last race. Discussions will take place on the removal of race day payments as part of talks for the next agreement.



- 10. **Flexibility:** The Curragh operates a seven day a week business and staff are expected to demonstrate reasonable flexibility in their approach to work (i.e., working in different areas, coming in early/staying late as required). Any new staff will be employed on more flexible terms and conditions of employment, which will not include overtime and race day pay.
- 11. **Rostering**: Rosters will be provided to staff monthly in advance on a day to be agreed between the parties, having regard to the needs of the business and the requirements of staff. Further details on rostering will be discussed with Mandate in advance of their full introduction.
- 12. **Review of the agreement:** The agreement outlined in this proposal will be reviewed annually together with the provision by the company of financial updates to the union. Talks for the next agreement will commence during September 2025.

I trust this is satisfactory and look forward to your formal confirmation of agreement to these terms.

**Yours Sincerely** 

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**Brian Kavanagh** 

**Chief Executive** 

## THE CURRAGH WHERE CHAMPIONS ARE MADE