

## Ordinary Member of An Bord Pleanála

### GENERAL INFORMATION RE TERMS AND CONDITIONS

#### For general guidance purposes only

Subject to the provisions of section 106 of the Planning and Development Acts 2000 to 2016 (“the Acts”), an Ordinary Member shall be appointed by the Minister for Housing, Planning and Local Government (“the Minister”) and hold office on such terms and conditions as the Minister, with the consent of the Minister for Public Expenditure and Reform, may determine.

#### 1. DURATION

The Ordinary Member will be appointed on a fixed term contract for a period of up to five years subject to the provisions for termination hereinafter appearing.

An Ordinary Member may resign, at any time, by letter addressed to the Minister. If an Ordinary Member wishes to terminate her/his contract of employment a minimum of three months written notice must be given.

The Unfair Dismissals Acts 1977 to 2001 shall not apply to a dismissal consisting only of the expiry of the term of this Agreement.

#### 2. REMUNERATION

(I) The rate of total remuneration for the post is shall be **€113,258 (Personal Pension Contribution)/€107,702 (Non-Personal Pension Contribution)** per annum. This rate is gross before deduction, inter alia, of employee’s contribution to the contributory pension schemes operated by the Board. (See Clause 6, Superannuation, below).

(II) The remuneration will be deemed to accrue from day to day and will be payable fortnightly in arrears directly into a nominated bank account. The rate of total remuneration of an Ordinary Member:

- (a) will be subject to such deductions as may be from time to time by law provided,
- (b) may be adjusted from time to time in accordance with Government pay policy as applying to public servants generally, and
- (c) may be revised as determined by the Minister for Housing, Planning and Local Government with the consent of the Minister for Public Expenditure and Reform.

#### 3. LOCATION

The place of work for an Ordinary Member will be at the Board’s headquarters at 64 Marlborough Street, Dublin 1, except where the daily business of the Board otherwise requires.

The Minister reserves the right, at his or her discretion, to change the 64 Marlborough Street, Dublin 1 location to any other place within Ireland. Where the post of an Ordinary Member is so designated, an Ordinary Member will be required to transfer, without compensation, to the new location.

An Ordinary Member may be required to travel in the performance of her/his duties.

#### 4. DUTIES

Hours of attendance will be as fixed from time to time but will amount to not less than 43.25 hours gross a week. An Ordinary Member will be required to work such additional hours from time to time as may be reasonable and necessary for the proper performance of her/his duties subject to the limits set down in the working time regulations. The rate of remuneration payable covers any extra attendance liability that may arise from time to time.

Subject to the provisions of this Agreement, an Ordinary Member shall dutifully, diligently and in good faith, without favour or bias, perform the functions, exercise the powers and fulfil the duties as provided for in the

Planning and Development Acts 2000 to 2016 and other relevant legislation during her/his employment hereunder.

Subject to the provisions of this Agreement, she/he shall perform such duties and exercise such powers as the Minister may from time to time assign to her/him in connection with the business of the Board commensurate with her/his position as an Ordinary Member provided always that the Minister may at any time require an Ordinary Member to cease performing and exercising the said or any duties or powers.

In pursuance of her/his duties hereunder, an Ordinary Member shall perform such services and accept any duties as the Board may from time to time reasonably require without any further remuneration unless otherwise agreed with the Minister for Housing, Planning and Local Government, given with the consent of the Minister for Public Expenditure and Reform.

An Ordinary Member shall at all times keep the Chairperson of the Board promptly and fully informed of her/his conduct of the business or affairs of the Board, and of all circumstances material to or likely to be material to the business of the Board. An Ordinary Member shall provide such explanations as may be required of her/him.

An Ordinary Member's employment requires performance consistent with the high standards expected of senior members of non-commercial State Bodies. An Ordinary Member is required to carry out her/his duties with due regard to An Bord Pleanála's Code of Conduct for Board Members, Employees and Certain Other Persons and the Code of Practice for the Governance of State Bodies.

An Ordinary Member shall, unless prevented by ill-health, devote her/his whole time and attention during business hours to the discharge of her/his duties and to the business of the Board and shall do all in her/his power to promote, develop and extend the business of the Board and shall at all times and in all respects conform to and comply with the directions and regulations made by the Board commensurate with her/his position as An Ordinary Member and shall not without the previous consent of the Minister in writing:

- (a) engage in any other profession or business, or
- (b) be concerned with or interested in any other business of a similar nature to, or competitive with, that carried on by the Board.

An Ordinary Member shall use her/his best endeavours to promote the interests of the public and perform her/his office as provided for in the Planning and Development Acts 2000 to 2016 and other relevant legislation.

Without prejudice to the generality of the above an Ordinary Member shall:

- (i) comply with the standard terms and conditions of employment from time to time applicable to employees with the Board, save in respect of matters otherwise provided for in this Agreement,
- (ii) devote the whole of her/his time and attention during business hours to the discharge of her/his duties hereunder,
- (iii) not directly or indirectly give or receive any gifts, incentives or inducements to or from any person or company in relation to the carrying out of any activity in connection with the Board or its subsidiaries, if any,
- (iv) comply with any reasonable requirements made by the Board in relation to any complaint made against her/him concerning her/his conduct or performance as an Ordinary Member and to cooperate with any investigation or enquiry constituted to deal with such complaint, and
- (v) comply with the Board's codes of conduct/policies in relation to ethics, anti-harassment and anti-sexual harassment, health and safety, and anti-bullying as may be amended from time to time.

An Ordinary Member shall not knowingly do, or omit to do, or permit or suffer anything to be done or omitted to the prejudice, loss or injury of the Board.

During the term of this Agreement, an Ordinary Member shall not, without the permission of the Minister, hold any office or employment in respect of which emoluments of any kind whatsoever are payable to an Ordinary Member for her/his benefit.

#### **5. PAY RELATED SOCIAL INSURANCE**

The rate of PRSI payable by an Ordinary Member shall be as determined by the Department of Social Protection.

#### **6. SUPERANNUATION**

The **Single Public Service Pension Scheme**, introduced under the Public Service Pension (Single Scheme and Other Provisions) Act 2012, will apply to this appointment. Details of the scheme are set out in the Act.

#### **7. INSURANCE**

An Ordinary Member shall be entitled to participate in the Permanent Health Insurance Scheme, subject to acceptance by the insurer, through the Board's group membership and the Board shall be entitled to deduct the amount of the relevant premiums from the salary payable to an Ordinary Member.

#### **8. EXPENSES**

Travel (including mileage) and subsistence allowances shall be paid at such rates and under such conditions as may be determined by the Board from time to time with the approval of the Minister with the consent of the Minister for Public Expenditure and Reform.

The Board shall pay an Ordinary Member all other reasonable vouched expenses, as agreed by the Board, wholly, properly and exclusively incurred by her/him in or about the performance of her/his duties under this Agreement. Travel or other allowances will not be payable in respect of journeys between an Ordinary Member's place of residence and headquarters.

#### **9. LEAVE**

The annual leave year in the Board runs from 1<sup>st</sup> April, to the 31<sup>st</sup> March. The annual leave allowance for an Ordinary Member is 30 working days per year, exclusive of the usual public holidays. This annual leave allowance is subject to the usual conditions that apply in the Board regarding the granting of annual leave.

An Ordinary Member shall be entitled to other statutory leave, as appropriate.

The terms of the Organisation of Working Time Act 1997 will apply to this appointment and to the making, at such times as may be determined from time to time by the Chairperson of the Board, of returns of annual leave taken.

#### **10. SICK LEAVE**

At the expense of the Board, an Ordinary Member shall submit to a medical examination by a registered medical practitioner prior to commencement as a Board member and in the event of an accumulation of sick leave and she/he shall notify the Minister of any results likely to impair her/him from discharging her/his duties fully.

The sick leave scheme as set out in the Public Service Management (Sick Leave) Regulations (SI 124 of 2014) will apply.

This provision is subject, however, to section 106(15) of the Planning and Development Acts 2000 to 2016 under which an Ordinary Member may be removed from office in certain circumstances.

In the event of an Ordinary Member becoming unable to perform the duties of the office because of sickness, accident or for any other reason, an Ordinary Member shall so inform the Board on the first day of absence and, in all cases of continuous absence, medical certificates must be furnished on the third day at the latest and on a weekly basis thereafter. The Minister reserves the right to have an Ordinary Member examined by the Department's medical practitioner.

## **11. MEMBERSHIP OF THE OIREACHTAS and/or PARLIAMENT OF EUROPEAN UNION and/or LOCAL AUTHORITY**

Pursuant to Sections 106 of the Act, an Ordinary Member shall cease to be an Ordinary Member on acceptance of nomination as a member of Seanad Éireann, or is nominated for election to either House of the Oireachtas or to the European Parliament or, pursuant to section 19 and Part XIII of the Second Schedule of the European Parliament Elections Act 1997, is regarded as having been elected to such Parliament to fill a vacancy, or on becoming a member of a local authority.

## **12. TERMINATION OF OFFICE**

An Ordinary Member may be removed from office by the Minister pursuant to section 106(15) of the Planning and Development Acts 2000 to 2016 if in the opinion of the Minister -

- (i) the Ordinary Member has become incapable through ill-health of effectively performing her/his functions, or
- (ii) the Ordinary Member has committed stated misbehaviour,
- (iii) if her/his removal appears to the Minister to be necessary for the effective performance by the Board of its functions.

The Minister shall be entitled to suspend the Ordinary Member (with or without pay as the Minister deems appropriate) pending investigation of any of the matters referred to above.

In the case of a removal from office of an Ordinary Member, the Minister must lay before each House of the Oireachtas a statement in writing of the reasons for the removal.

Upon the termination of an appointment for whatsoever reason the Ordinary Member shall (unless requested by the Minister in writing not to do so) resign without compensation from all offices (if any) held by her/him in the Board, and in the event of her/his failure to do so the Minister is irrevocably authorised to appoint some person in her/his name and on her/his behalf to execute all documents and to do all things requisite to give effect thereto.

At the request of the Board, on termination of this Agreement, the Ordinary Member will immediately deliver to the Board all books, documents, papers (including copies), materials and any other property of or relating to the business of the Board then in her/his possession or which are or were last under her/his power or control.

During the 12 month period immediately following the termination of her/his employment as an Ordinary Member, the Ordinary Member shall not:

- (i) accept an offer of appointment from an employer;
- (ii) accept an engagement in a particular consultancy project, or;
- (iii) engage in a new enterprise in the sector related to the Board,

where the nature and terms of such appointment or engagement could lead to a conflict of interest without first obtaining approval from the Minister.

Save with the prior written consent of the Chairperson of the Board (which may be refused for any reason) an Ordinary Member shall not within the period of 12 months from the date on which her/his employment with the Board terminates either on her/his own behalf or for any other person, firm or organisation solicit or endeavour to entice away from the Board any person who was to the Ordinary Member's knowledge at the time during the last twelve months of her/his employment with the Board an employee, an Ordinary Member, officer or associate of the Board.

## **13. DECLARATION OF INTEREST**

In accordance with section 147 of the Planning and Development Acts 2000 to 2016, an Ordinary Member is required to make a declaration of interests in the prescribed form, and otherwise comply with the provisions of that section. The provisions of section 148 of the same Act, relating to the disclosure of certain beneficial interests, also apply to the office of an Ordinary Member.

#### **14. STANDARDS IN PUBLIC OFFICE**

An Ordinary Member shall comply fully with the relevant provisions of the Ethics in Public Office Act 1995 and the Standards in Public Office Act 2001.

#### **15. NON DISCLOSURE OF CONFIDENTIAL INFORMATION**

An Ordinary Member is required to comply with the provisions of Sections 113 and 114 of the Planning and Development Acts 2000 to 2016 which relate to the disclosure of confidential information and to the prohibition of certain communications in relation to any matter which falls to be considered or decided by the Board, or any of its committees or consulting groups.

An Ordinary Member shall not (except in the proper course of her/his duties) either during or after the period of her/his appointment, divulge information to any person and shall use her/his best endeavours to prevent the publication or disclosure of any information concerning the business or finances of the Board.

An Ordinary Member shall not at any time make any untrue or misleading statement in relation to the Board or any related body.

#### **16. RECONSTRUCTION OF BOARD**

If before the completion of the term of appointment of an Ordinary Member, the employment of an Ordinary Member shall be terminated by reason of the liquidation of the Board for the purpose of reconstruction or amalgamation or in connection with any arrangement for the reconstruction or amalgamation of the undertaking of the Board not involving liquidation and an Ordinary Member shall be offered employment with any concern or undertaking resulting from such reconstruction or amalgamation on terms and conditions as to salary and other benefits not less favourable than the terms and conditions set out in this document until the termination of this term of appointment then an Ordinary Member shall have no claims against the Board, the Minister or the Government in respect of the termination of employment. No regard shall be paid to any alleged loss of status arising from such offer of fresh employment.

#### **17. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of Ireland. All disputes, claims or proceedings between the parties relating to the validity, construction or performance of this Agreement shall be subject to the exclusive jurisdiction of the courts of Ireland to which the parties irrevocably submit. In the alternative, the parties may mutually agree to such form of conciliation, mediation, arbitration or alternative dispute resolution as is considered appropriate to the resolution of any such dispute, claim or proceedings.

#### **18. ASSISTANCE IN LITIGATION**

An Ordinary Member shall upon reasonable notice, furnish such information and proper assistance to the Board as it may reasonably require in connection with any litigation in which it is, or may become, a party either during or after employment.

#### **19. CHANGES TO TERMS AND CONDITIONS**

The Minister, following consultation with the Ordinary Member, reserves the right to make reasonable changes to any of the terms and conditions of employment set out in this Agreement.

#### **20. PAY IN LIEU**

On serving notice for any reason to terminate this Agreement or at any time thereafter during currency of such notice, the Board shall be entitled to pay to an Ordinary Member her/his basic salary at the appropriate rate in lieu of serving the unexpired period of the notice.

#### **21. GENERAL**

This Agreement sets out the entire agreement and understanding of the parties and is in substitution for any previous contracts of employment.

The expiration or termination of this Agreement, howsoever arising, shall not operate to affect such of the provisions of this Agreement as are expressed to operate or have effect after such expiration or termination, and shall be without prejudice to any accrued rights or remedies of the parties.

**Please note that this document is issued for general guidance purposes only.**