

**AGREEMENT FOLLOWING CONCILIATION ON A CLAIM MADE TO THE LABOUR
RELATIONS AGENCY (No application made to tribunal at time of agreement)
THAT ACTION HAS BEEN TAKEN IN RESPECT OF WHICH A COMPLAINT OR
COMPLAINTS COULD BE MADE TO AN INDUSTRIAL TRIBUNAL**

[NAME]

PAYROLL NUMBER [NUMBER]

Employee:

And

DEPARTMENT OF FINANCE AND PERSONNEL

on behalf of all employing Departments in the NICS

Employer:

It is hereby agreed by and between the above named parties as witnessed by the signature of the Employee and by the signature of a representative of the Employer that terms of settlement of the NICS Equal Pay Claims in respect of Administrative Assistants, Administrative Officers, Executive Officer II's and their analogous grades are to be accepted by the Employee and implemented by the Employer.

Under this Agreement the Employee agrees not to pursue an equal pay claim as defined below:

“A claim” means an actual or potential claim for equal pay under the Equal Pay (NI) Act 1970 alleging that the Employee's duties comprise or comprised like work, work of equal value, or work rated as equivalent to work undertaken by any of the following grades - TG1 or analogous, TG2 or analogous, PTO or analogous. “A claim” includes all actual and potential claims in relation to the specific matters covered by the agreed terms for settlement of these equal pay claims lodged by NIPSA in the NICS.

“The Employee” means a current or past member of the NICS who is eligible to attract the terms of settlement as defined within the settlement terms.

The conditions attached to this Agreement are set out below.

- 1) the Employer will pay to the Employee and the Employee will accept from the Employer the sum of £ [PAYMENT] in full and final settlement of a claim, as defined above, if any, within the jurisdiction of the Conciliation Officer falling under the following Acts or Orders (as amended) the Equal Pay Act (Northern Ireland) 1970, the Sex Discrimination (Northern Ireland) Order 1976;

- 2) with effect from 1 February 2009 the Employee, in respect of any service after that date and subject to any subsequent salary alterations, will be treated as having had a full time equivalent gross substantive salary of £ [SALARY];
- 3) the Employer will pay to the Employee and the Employee will accept from the Employer a payment in full and final settlement of any arrears of pay due to the Employee from 1 February 2009, the arrears being the difference between the net salary which the Employee has in fact received and the net salary calculated by reference to the gross salary referred to in paragraph 2) above;
- 4) the payments referred to at paragraphs 1) and 3) and the gross salary referred to at paragraph 2) above are agreed between the Employee and the Employer in full and final settlement;
- 5) the Employee agrees to refrain from instituting any proceedings against the Employer in relation to those matters outlined above.

This Agreement is signed in the presence of an officer of the Labour Relations Agency acting under the powers conferred by Article 20(3) of the Industrial Tribunals (Northern Ireland) Order 1996.

Dated this day of 2010

Signed by the Employee: _____

Signed on behalf of the Employer: _____

NOTE 1: If the salary at paragraph 3 is blank this is because our records show that as at 1 February 2009 you were either promoted out of the affected grades or not in receipt of salary due to long term absence such as a career break. If you return(ed) from long term absence after 1 February 2009 your salary on return will be determined based on the equal pay settlement terms.