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MINISTERIAL COMMITTEE ON ECONOMIC STRATEGY

NEW TECHNOLOGY AGREEMENT FOR THE NON-INDUSTRIAL CIVIL SERVICE

Note by the Chancellor of the Duchy of Lancaster

1. Since our discussion on 2 February and the subsequent correspondence, my officials have met the union negotiators to discuss the formula on redundancies which we worked out. Differences between the two sides have been reduced to 3 issues. Paragraph 2 sets out a basis on which the union negotiators would be prepared to recommend acceptance to their Executives; the CCSU Council would then have to reach a decision (on the basis of a two thirds majority if necessary). If there were no impediment an agreement would be in operation in about 4 weeks' time.

2. The text offered, and the amendments (underlined) which could secure a positive recommendation by the union negotiators, are as follows:

"Treatment of Displaced Staff

A number of jobs will be lost as a result of the introduction of new technology into the non-industrial Civil Service, but during the currency of the agreement it will be possible to reabsorb the staff concerned in other jobs through redeployment and as a result of normal wastage, and it is therefore the [expectation and] intention of the Official Side that there should not be any recourse to compulsory redundancies on this [expectation and] account during the period covered by this agreement. This [expectation and] intention [are] is limited to the [3] 2 years covered by this agreement [and as far as the Official Side is concerned] does not constitute a precedent beyond that time."

3. The 3 points at issue are:

a. A 3 year agreement is not acceptable to at least two of the unions: 2 years is as far as they will go.

b. The reference to the agreement not constituting a precedent is looked upon as an ex parte statement and is acceptable only if it is stated to be the Official Side view.

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An alternative approach, which I would prefer, would be to remove this point from the text endorsed by both sides and to cover it in correspondence. The last sentence would then end at "agreement".

c. Deletion of "expectation and" on the two occasions where these words occur is seen as a sticking point if the unions are to be able to sell the agreement as meaning a sincere intention. (An alternative would be to amend "should not be any recourse" to "shall not..." But this would in my view be less acceptable.) I should have preferred to leave in the word "expectation" but I do not think that we strictly need it: what we expect has been explicitly set out in the first sentence, and the "therefore" makes it clear that it is because we have this expectation that we can reach an agreement.

4. I invite the views of colleagues on whether we could go along with a 2 year agreement, with no reference to precedent (but covering that point in correspondence) and deletion of the word "expectation" in order to secure an agreement with the unions.

JY

Management and Personnel Office

15 February 1982