



STATUTORY INSTRUMENTS.

**S.I. No. 426 of 2018**



OIREACHTAS (MINISTERIAL AND PARLIAMENTARY OFFICES)  
(SECRETARIAL FACILITIES) (AMENDMENT) REGULATIONS 2018.

OIREACHTAS (MINISTERIAL AND PARLIAMENTARY OFFICES)  
(SECRETARIAL FACILITIES) (AMENDMENT) REGULATIONS 2018.

The Houses of the Oireachtas Commission, in exercise of the powers conferred on it by section 2(1)(c) of the Oireachtas (Allowances to Members) Act 1962 (No. 32 of 1962) (section 2 having been replaced by the Oireachtas (Allowances to Members) and Ministerial and Parliamentary Offices (Amendment) Act 1992 (No. 3 of 1992), and paragraph (c) having been inserted by the Oireachtas (Miscellaneous Provisions) and Ministerial and Parliamentary Offices (Amendment) Act 1996 (No. 39 of 1996)), and by section 10(5) and (13) (inserted by section 2 of the Oireachtas (Ministerial and Parliamentary Offices) (Amendment) Act 2014 (No. 6 of 2014)) of the Ministerial and Parliamentary Offices Act 1938 (No. 38 of 1938) and by section 4(3) of the Houses of the Oireachtas Commission Act 2003 (No. 28 of 2003) as well as by the amendment of Schedule 1 to that Act (as inserted by section 3 of the Houses of the Oireachtas Commission (Amendment) (No. 2) Act 2012 (No. 50 of 2012)) by section 6 of the Houses of the Oireachtas Commission (Amendment) Act 2015 (No. 53 of 2015), hereby makes the following regulations:

*Citation and Collective Citation.*

1. (a) These Regulations may be cited as the Oireachtas (Ministerial and Parliamentary Offices) (Secretarial Facilities) (Amendment) Regulations 2018.
- (b) The Oireachtas (Ministerial and Parliamentary Offices) (Secretarial Facilities) Regulations 2016 (S.I. No. 599 of 2016) and these Regulations may be cited together as the Oireachtas (Ministerial and Parliamentary Offices) (Secretarial Facilities) Regulations 2016 and 2018 and are to be construed together as one.

*Definitions.*

2. In these Regulations—

“Principal Regulations” mean the Oireachtas (Ministerial and Parliamentary Offices) (Secretarial Facilities) Regulations 2016;

“Group member” means the member of Seanad Éireann who has been appointed by a Group to the Joint Committee; and

“Joint Committee” means the Joint Committee on Climate Action established following a resolution of Dáil Éireann on 3 July 2018 and of Seanad Éireann on 4 July 2018.

*Notice of the making of this Statutory Instrument was published in  
“Iris Oifigiúil” of 16th October, 2018.*

*Groups and Qualifying Parties — Committee on Climate Action.*

3. (1) For the purpose of this Regulation and Schedule 1, a participating party means a qualifying party at least 1 member of which in his or her capacity as a member of Dáil Éireann or a member of Seanad Éireann has been appointed to the Joint Committee, and remains a participating party so long as at least 1 appointment to that Committee of a member of that party subsists.

(2) A participating party is, so long as it remains a participating party, entitled to secretarial facilities consisting of employees in accordance with the allocation set out in Part 1 of Schedule 1.

(3) The Commission may, in respect of the Group member—

- (a) upon the written application of the member,
- (b) with the consent of the Commission, and
- (c) subject to such conditions as the Commission directs,

provide the member in question with additional secretarial facilities consisting of employees in accordance with the allocation set out in Part 2 of Schedule 1.

(4) The allocations referred to in paragraphs (2) and (3) and Schedule 1 must be applied subject to the following sub-paragraphs—

- (a) each employee is to be retained at the grade of senior administrator,
  - (b) employees to which the Group member or a participating party is entitled under this Regulation may engage in work sharing arrangements analogous to those contemplated by Regulation 3(1), Regulation 5(1), and Regulation 7(1)(a), (2), and (3)(a) of the Principal Regulations, and
  - (c) an allocation of an employee or employees under this Regulation does not prejudice the entitlement under the Principal Regulations of the Group member or a participating party to secretarial assistance consisting of employees.
- (5) (a) Every participating party and the Group member are each entitled to secretarial facilities consisting of 1 suite of computer equipment specified in Part 1 of Schedule 2 and to the other facilities specified in Part 2 of that Schedule for each employee or equivalent to  $\frac{1}{2}$  of an employee provided for in this Regulation and Schedule 1.
- (b) Should any of the employees to which a participating party or the Group member is entitled under this Regulation engage in work sharing arrangements analogous to those contemplated by Regulation 3(1), Regulation 5(1), and Regulation 7(1)(a), (2), and (3)(a), of the Principal Regulations, a maximum of 1 additional suite of computer equipment, as specified in Part 1 of Schedule 2, may be issued to the participating party or member in question.

- (6) (a) A person providing secretarial facilities under this Regulation is the employee of the Group member or participating party to whom or to which the facility is provided under a contract of employment made between them.
- (b) Each participating party and the Group member must to the greatest extent achievable arrange the party's or member's statutory obligations towards any such employee so that that employee does not remain in the party's or member's employment in consequence of this Regulation later than the termination date specified in sub-paragraph (c); subject to any such statutory obligation that unavoidably endures longer, the member's or participating party's entitlement under this Regulation to secretarial facilities consisting of employees ceases on the termination date.
- (c) The termination date is the date on which, in the case of a qualifying party, that party ceases to be a participating party or, in the case of the Group member, the date that member ceases to be a member of the Joint Committee, the date of the Joint Committee's adoption of its final report, the date of the disbandment of the Joint Committee, or the date of dissolution of the 32nd Dáil Éireann, whichever first occurs.
- (d) An entitlement to secretarial facilities in accordance with paragraph (5) and Schedule 2 endures no longer than the entitlement to secretarial facilities consisting of employees as delimited by sub-paragraphs (b) and (c).
- (e) Sub-paragraphs (b), (c), and (d) are subject to paragraph (9).
- (7) The following are not to be reckoned in the number of persons employed under this Regulation—
- (a) persons employed as substitutes for persons providing secretarial facilities, including a substitute who remains employed for a period of time upon the return of a person providing secretarial facilities, that period being determined by the Commission, or
- (b) persons on unpaid leave, career breaks or secondment to other employment.
- (8) A person providing secretarial facilities must provide those facilities for—
- (a) a participating party, in Leinster House, or at the address of the party's headquarters included in the Register of Political Parties maintained pursuant to section 25 of the Electoral Act 1992 (No. 23 of 1992) as replaced by section 11 of the Electoral (Amendment) Act 2001 (No. 38 of 2001),
- (b) the Group member, in Leinster House, or at or nearby the member's residence,

in accordance with the wishes of the member or the participating party, as the case may be.

(9) This Regulation ceases to have effect on 1 March 2019 unless before that date Dáil Éireann and Seanad Éireann each passes a resolution that it shall continue in force to a common date specified in the resolutions, in which instance this Regulation continues in force until that specified date, or until the dissolution of the 32nd Dáil Éireann, whichever first occurs.

*Amendment of the Principal Regulations — Maternity and Adoptive Assistance*

4. The Principal Regulations are amended as follows—

(a) by the substitution of the following for the definition of “information systems facilities” in Regulation 2—

“‘information systems facilities’ are those facilities (including equipment) provision of which is contemplated by Regulations 8 and 8A;”

(b) by the insertion of the following Regulation after Regulation 7—

“7A. (1) Without prejudice to anything in Regulations 3 to 7, a woman who is a member of either House of the Oireachtas is, during the interval prescribed by paragraph (2), and subject to any conditions as to medical certification of pregnancy or otherwise as the Commission directs, entitled to standard secretarial facilities (temporary) consisting of either 1 secretarial assistant working full-time or such number of secretarial assistants working part-time as are equivalent to 1 secretarial assistant working full-time.

(2) The prescribed interval is that starting on the date 2 weeks before the beginning of the member’s expected week of confinement, where confinement has the meaning ascribed to it in section 51 of the Social Welfare Consolidation Act 2005, and terminating at the end of the 23rd week from the end of the expected week of confinement (being a continuous interval of 26 weeks in total).

(3) (a) Without prejudice to anything in Regulations 3 to 7, a woman who is a member of either House of the Oireachtas is, during the interval prescribed by paragraph (4), and subject to any conditions as to certification of the placement of a relevant child for adoption or otherwise as the Commission directs, entitled to standard secretarial facilities (temporary) consisting of either 1 secretarial assistant working full-time or such number of secretarial assistants working part-time as are equivalent to 1 secretarial assistant working full-time.

(b) Where a child is placed or to be placed for adoption and the adoption is to be by a man as sole adopter, he is to be

treated for the purpose of any provision of these Regulations (including, where the context allows, paragraph (6)) applicable to a member of either House of the Oireachtas who is a woman and with whom a child is placed or to be placed for adoption (whether alone or as one of two parents) as if he were such a woman, and references to the woman must be construed as if it referred to him.

(4) The prescribed interval is that starting on the day of placement as defined in section 2(1) of the Adoptive Leave Act 1995 of a child for adoption by parents one of whom is the woman, or by the woman alone, and terminating at the end of the 24th week from that date.

(5) (a) A member of either House of the Oireachtas to whom paragraphs (1) and (2) or paragraphs (3)(a) and (4) apply must arrange her statutory obligations towards the employee referred to in paragraph (1) or (3)(a) so that that employee does not remain in the member's employment in consequence of this Regulation later than the date specified in paragraph (2) or (4) as applicable.

(b) The Commission may, subject to its being as solicitous as possible of the prudent deployment of public funds, relieve a member from her obligation under sub-paragraph (a) where, and to the extent, that the circumstances in which she is permitted to avail of paragraph (6) render compliance with the obligation impracticable.

(6) (a) The Commission may, upon written application by or on behalf of a member of either House of the Oireachtas, and with the consent of the Commission, in any case where circumstances arising—

(i) from the member's pregnancy,

(ii) from the health of a child born the issue of the pregnancy,

(iii) from the health of a child placed or to be placed for adoption with a member who is a woman (whether or not as sole adopter),

(iv) in connection with pregnancy or birth, from the health of the member,

(v) from any incidental or other ill-health of the member or the child's other parent in the immediate aftermath of the birth or placement, or

(vi) where an adoption is a foreign adoption within the meaning of section 3(1) of the Adoption Act 2010, from

its being expedient that the adoptive mother familiarize herself with the child before placement,

or on similar grounds of a humanitarian nature, extend an interval referred to in paragraph (2) or (4) by a specified period or periods totalling not longer than 8 weeks, and any reference to the interval in this Regulation must be construed as extended by that period.

- (b) The extension referred to in sub-paragraph (a) may in respect of the interval referred to in paragraph (1) and, where the adoption is a foreign adoption within the meaning of section 3(1) of the Adoption Act 2010, in respect of the interval referred to in paragraph (3)(a), consist of time added before that interval.
- (c) Other than where sub-paragraph (b) applies, an application for an extension under sub-paragraph (a) must be made while an interval specified in paragraph (2) or (4) is still current.”,

and

- (c) by the insertion of the following Regulation after Regulation 8—

“8A. (1) (a) Where standard secretarial facilities (temporary) referred to in Regulation 7A are provided, and subject to sub-paragraph (b), 1 additional suite of computer equipment, as specified in Part 1 of Schedule 1, may be issued to the member.

(b) In the case of work sharing arrangements, referred to in Regulation 7A(1) and (3)(a), a maximum of 1 further additional suite of computer equipment, as specified in Part 1 of Schedule 1, may be issued to the member.

(2) An allocation of computer equipment provided for in paragraph (1) to a member because the member is in receipt of standard secretarial facilities (temporary) may only be retained by the member so long as the member is in receipt of secretarial facilities of that description.”.

*Amendment of the Principal Regulations — Provision of Information Systems Facilities*

5. The Principal Regulations are amended as follows—

- (a) by the substitution of the following for sub-paragraph (a) of Regulation 9(1)—

“(a) the member must on his or her first receipt of any piece of equipment forming part of the information systems facilities

sign the agreement the terms of which are set out in Schedule 3,”

(b) by the substitution in each of sub-paragraphs (b) and (c) of Regulation 9(1) of “Regulation 9(1)(a)” for “Regulation 9(1)(a)(i)”,

(c) by the substitution of the following for sub-paragraph (e) of Regulation 9(1)—

“(e) the member consents by his or her having received any piece of equipment to the deduction from any sums due to him or her from the Commission (whether by way of salary or termination or other allowance or otherwise) or from the pensions administrator having charge of any pension arrangements that may be applicable by virtue of his or her membership of one or other House of the Oireachtas to him or her (and whether during the currency of that membership or after it has ceased) in full or part satisfaction of any liability of the member to the Commission as contemplated by sub-paragraph (d) (including for breach of the agreement mentioned in Regulation 9(1)(a)),”

(d) by the omission of sub-paragraph (f) of Regulation 9(1),

(e) by the substitution of the following for sub-paragraph (b) of Regulation 9(2)—

“(b) Where a member within that interval of 21 days, or such longer interval as the Commission’s Information and Communications Technology Unit may allow, signs the agreement mentioned in Regulation 9(1)(a), he or she is deemed to have signed that agreement in compliance with Regulation 9(1)(a), and sub-paragraph (a) of this paragraph (2) is deemed never to have applied to that member.”

(h) in paragraphs 1(b) and 2(a) of Part 3 of Schedule 1 to the Principal Regulations, by the insertion of “, where technically feasible,” after the word “connection” in each of those sub-paragraphs,

and

(g) by the substitution for Schedule 3 to the Principal Regulations of the provisions contained in Schedule 3 to these Regulations,

*Regulation 3*

## SCHEDULE 1

## PART 1

Allocations of secretarial facilities for participating parties are set out below—

Party	Allocation of Employees
Fine Gael	1
Fianna Fáil	1
Sinn Féin	1
Green Party	$\frac{1}{2}$
Solidarity — People Before Profit	$\frac{1}{2}$
Independents4Change	$\frac{1}{2}$
Labour	$\frac{1}{2}$

## PART 2

Allocation of secretarial facilities for the Group member is set out below—

Description	Allocation of Employees
Member appointed by the Seanad Independent Group	$\frac{1}{2}$

*Regulation 3*

## SCHEDULE 2

## PART 2

A suite of computer equipment consists of the following equipment for use only by the participating party or Group member concerned, as the case may be, or by persons employed under Regulation 3 to provide secretarial facilities to the Group member or participating party, as the case may be—

- (a) a computer (desktop PC or laptop) which may be linked to the network of the Houses of the Oireachtas, the system for the transmission and receipt of fax messages having been integrated into the e-mail system on that network,
- (b) a multi-function print/fax/scan/copy device,
- (c) an e-mail account on the Houses of the Oireachtas network,
- (d) internet access,
- (e) an encrypted USB memory stick,
- (f) a hardware, software or SMS-based multi-factor authentication token.

## PART 2

1. Telephone handsets within Leinster House on the terms set out in paragraph 2.
2. The terms referred to in paragraph 1 are—
  - (a) the handsets must have connectivity for local, national, mobile and international calls, and must include voicemail facilities where required, but must not allow connectivity to premium rate numbers other than directory enquiry services,
  - (b) in relation to the entitlement of a participating party, 1 handset must be supplied for each person or employed under Regulation 3 and Schedule 1 to provide secretarial facilities to that participating party, and
  - (c) in relation to the entitlement of the Group member, 1 handset must be supplied for each person employed under Regulation 3(3) to provide secretarial facilities to that member.

*Regulation 5(f)*

SCHEDULE 3

“SCHEDULE 3

Information Systems Facilities User’s Agreement

**Between the following Parties:**

**THE HOUSES OF THE OIREACHTAS COMMISSION**

**-AND-**

**A.B., MEMBER OF DÁIL/SEANAD ÉIREANN**

I, \_\_\_\_\_, hereby

(a) acknowledge that—

(i) I have been provided with a copy of Regulations 8, 8A, and 9 of the Oireachtas (Ministerial and Parliamentary Offices) (Secretarial Facilities) Regulations 2016, and have read those Regulations 8, 8A, and 9 (the term ‘information systems facilities’ encompassing all facilities (including equipment) provision of which is contemplated by Regulation 8 and 8A);

(ii) to the extent that I need professional advice to understand those Regulations 8, 8A, and 9 I have obtained that advice;

(iii) I understand those Regulations 8, 8A, and 9(1) and the duties they impose on me;

(b) enter into this agreement in consideration of the provision to me of the information systems facilities, and the services, support, and ancillary facilities provided by the Houses of the Oireachtas Commission (hereafter ‘the Commission’) in connection with the information systems facilities (the sufficiency of which consideration each above identified party to this Agreement acknowledges);

(c) agree to retain in a safe place any equipment from time to time forming part of the information systems facilities which has been or may be issued to me for use in connection with my duties as a member of the Houses of the Oireachtas;

(d) agree to notify the ICT Unit of the Houses of the Oireachtas Service (the ‘ICT Unit’) of any change in the location of that equipment;

(e) agree to promptly return that equipment to the ICT Unit—

(i) subject to any applicable guidelines that may be in place from time to time pursuant to statute, on the dissolution of the Dáil/cessation of the Seanad [delete as applicable];

- (ii) upon my ceasing (for whatever reason other than at (i)) to be a Member of the Houses of the Oireachtas;
- (iii) from time to time as may be necessary for the purpose of essential repairs, updating, re-configuration, or replacement of the equipment;
- (iv) when requested by an appropriate member of the staff of the ICT Unit.

I further agree that my signature entered on this form, which will be retained in the ICT Unit or such other office as may be decided from time to time, constitutes my acknowledgement and acceptance that—

(1) any equipment I have received I have received in good order and that equipment and any other equipment I may be supplied with as part of the information systems facilities remains the property of the Commission;

(2) I must take all necessary precautions to safeguard the information systems facilities against misuse, loss, or damage of any kind;

(3) I am liable for all costs arising from any misuse or loss of the equipment, or any damage to it, or any misuse of the other information systems facilities provided to me in connection with the equipment (including by way of breach of any acceptable usage policy published by the Commission);

(4) I will be liable to the Commission in the sum of €200 by way of liquidated damages should I fail to keep the appointment that the ICT Unit will make with me to facilitate my return of equipment as provided for at paragraph (e) above, unless I rescheduled that appointment not later than 48 hours in advance;

(5) the Houses of the Oireachtas Service will only make 1 such appointment and will only permit rescheduling once, and my failure to keep that appointment or rescheduled appointment will be deemed for the purposes of this agreement to be my failure to return the equipment in question;

(6) should I fail to return the equipment when requested pursuant to paragraph (e) above I will be liable for the depreciated value of the equipment;

(7) any liability comprehended by paragraphs (3) to (6) inclusive that may arise will be met by me in the manner set out in Regulation 9 as mentioned above or any in other manner that the Houses of the Oireachtas Commission, at its sole discretion, may permit;

(8) in respect of:

- (a) any tablet provided to me as part of the information systems facilities,
- (b) the connection I am permitted to make of any smartphone or other mobile computing device to the Oireachtas network, and
- (c) any cloud computing service I am facilitated in availing of,

that provision, permission, or facilitation is subject to

(a) all warnings from the ICT Unit about the legal or technical limitations relating to the use of the facility in question, and

(b) all reservations that the Commission makes in relation to that facility to secure the Commission's own obligations regarding it, of which the ICT Unit may advise me from time to time;

(9) I am under a legal duty to comply with all licensing requirements/obligations; and

(10) I must procure that my employees, agents, and all other persons acting on my behalf comply with the terms of this Agreement (including the acceptable usage policy mentioned in paragraph (3)).

Signature: \_\_\_\_\_  
On behalf of the ICT Unit

Date: \_\_\_\_\_

Member's  
Signature: \_\_\_\_\_

Date: \_\_\_\_\_”



The Houses of the Oireachtas Commission Seal,

Affixed hereto

Was authenticated by

Member of the Houses of the Oireachtas Commission:  
11 October 2018.

SEÁN Ó FEARGHAÍL,  
Ceann Comhairle.

Member of staff of the Commission authorised by the Commission:  
11 October 2018.

ANNE-MARIE FAHY,  
Secretary Houses of the Oireachtas Commission.

BAILE ÁTHA CLIATH  
ARNA FHOILSIÚ AG OIFIG AN tSOLÁTHAIR  
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