

WHITLEY COUNCIL FOR THE ISLE OF MAN PUBLIC SERVICE.

## THE CIVIL SERVICE ARBITRATION AGREEMENT, 1959

(1) We are agreed that failing agreement by negotiation arbitration shall be open to the Official Side of the Whitley Council on the one hand, and to the Staff Side of the Council on the other hand, on application by either party, in regard to certain matters affecting conditions of service, subject to the limitations and conditions hereinafter defined.

(2) We are agreed that—

- (a) where there is a failure to agree on a claim falling within the limits set out below, the case shall be reported by or on behalf of either of the parties to the dispute to His Excellency the Lieutenant Governor for reference to arbitration by a Tribunal consisting of an independent Chairman and one member drawn from a panel of persons appointed by the Lieutenant Governor as representing himself and one member drawn from a panel of persons nominated by the Staff Side and appointed by the Lieutenant Governor as representing the Staff Side of the Whitley Council. The Chairman of the Tribunal shall be a person appointed by the Lieutenant Governor after consultation with the parties to this agreement and the members of the Tribunal shall be such members of the panels as the Chairman may direct.
- (b) the Arbitration Acts 1910-1935 shall not apply to any reference under this agreement.
- (c) where on any reference the members of the Tribunal are unable to agree as to their recommendation, the recommendation shall be that of any two of the members but should all members disagree the recommendation shall be that of the Chairman.

(3) The members of the Tribunal appointed as representing the Staff Side of the Whitley Council should hold office for three years and be eligible for re-appointment.

(4) We are of opinion that for the purpose of this agreement members of Tynwald, Isle of Man Civil Servants, officers of Boards constituted by or under Acts of Tynwald and officials of Isle of Man Associations of Government Officers should be regarded as ineligible for appointment as members of the Tribunal.

(5) Claims eligible to be dealt with by the Tribunal shall be claims affecting the emoluments, weekly hours of work and leave of classes of Government Officers as herein defined.

(6) The word "emoluments" for the purpose of the foregoing clause shall include pay and allowances of the nature of pay, bonus, overtime rates, subsistence rates, travelling and lodging allowances. The term "class" shall mean any well defined category of Government Officers who, for the purpose of a particular claim, occupy the same position or have a common interest in the claim and shall also include the holders of professional or technical positions or the Officers in charge of Departments or Offices.

(7) An endeavour shall be made by the parties to agree the terms of reference relative to the disagreement to the Tribunal, but where this is not practicable the respective statements of claim shall be set out and these will together constitute the terms of reference.

(8) We trust that arrangements may be made to secure that under normal conditions claims should be heard within one calendar month of the reference to the Tribunal.

(9) We are agreed that any recommendation made by an Arbitration Tribunal under the above terms of this agreement shall be reported to His Excellency the Lieutenant Governor. No such recommendation shall become operative until it has received

- (a) the approval of His Excellency the Lieutenant Governor; and
- (b) the approval of both Branches of the Legislature, but if either branch does not approve then the approval of Tynwald.

(10) We are agreed that the Interpretation Act, 1949, shall apply to the interpretation of this agreement.

(11) This agreement may be cited as the Civil Service Arbitration Agreement, 1959.

(Signed) RALPH STEVENSON

Chairman, Official Side.

(Signed) R. C. CANNELL,

Chairman, Staff Side.

27th November, 1959.

Approved by Tynwald 8th December, 1959.

## CIVIL SERVICE ARBITRATION TRIBUNAL

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### RULES OF PROCEDURE

When in accordance with the Agreement for arbitration in the Civil Service, a difference is referred to the Civil Service Arbitration Tribunal for settlement, subject to the general jurisdiction of the tribunal to regulate their own procedure as they may think fit, the following rules apply:—

- (a) The tribunal will give the parties at least twenty-one days' notice of the date of hearing.
- (b) The parties to the reference shall supply to the tribunal in writing six copies of the statement of their case not later than fifteen days before the date of hearing.
- (c) When the copies of the statement of case from parties have been lodged with the tribunal, a copy will be sent by the tribunal to the other side before the date of hearing.
- (d) The statement of case shall contain the following particulars:—
  - (i) The class or classes concerned, and the number of employees in such class or classes.
  - (ii) The name or names of the government department or departments concerned.
  - (iii) The nature of the claim, stating whether in respect of emoluments (in pay, allowances of the nature of pay, bonus, overtime rates, subsistence rates, travelling and lodging allowances), weekly hours of work, or leave.
  - (iv) Where the claim is in respect of emoluments, the present remuneration and bonus (if any) and allowances (if any) should be set out.
  - (v) Where the claim is in respect of weekly hours of work or leave, the existing weekly hours of work or leave should be set out.
  - (vi) The grounds in support of or in opposition to the claim.
  - (vii) Where reference is made to any document or documents, copies or extracts thereof should, if possible, be given.
  - (viii) The names and status of the representative or representatives who will appear before the court.
- (e) The statement of case shall contain all submissions upon which the party relies in support of or in opposition to the claim as the case may be.

- (f) The tribunal will require parties at the hearing to read their statements of case.
- (g) Evidence, either oral or in writing, and observations in support of or in opposition to the claim shall be referable to the submissions contained in the statements of case of any party to the reference.
- (h) Where any party desires that a case should be adjourned from the date fixed to a later date, a consent to such adjournment signed by all parties shall be sent to the tribunal, and the tribunal, if good reason be shown, will thereupon sanction the adjournment. If joint consent cannot be obtained, application may be made to the tribunal by the party desiring the adjournment.

REQUEST FOR REFERENCE TO ARBITRATION

To: The Government Secretary,  
Government Office,  
Isle of Man.

- I. As there has been failure to agree, a difference is hereby reported to His Excellency the Lieutenant Governor for reference to the Civil Service Arbitration Tribunal in accordance with the Civil Service Arbitration Agreement.

Parties (Staff Side) .....

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(Official Side) .....

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- II. (A) The following terms of reference have been agreed:

Staff Side

Signed .....

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Official Side .

Signed .....

or (B) The parties not being able to agree on terms of reference their respective proposals are as follows:

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Staff Side  
Signed .....

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Official Side  
Signed .....

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MEMBERSHIP OF THE CIVIL SERVICE ARBITRATION  
TRIBUNAL

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HIS EXCELLENCY THE LIEUTENANT GOVERNOR'S PANEL

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