

TEEU Submission to the Labour Court

**Re: Examination of Terms and Conditions relating to
the remuneration and sick pay scheme or pension
scheme applying to Electricians and their Apprentices
employed in the Electrical Contracting Industry.**

Brian Nolan,
National Construction Official M & E.

25th June, 2017.

Introduction.

The Technical, Engineering & Electrical Union is Irelands largest Craft Union and is recognised both nationally and internationally as Irelands Union for Electrical Workers.

The Union represents Workers in respect of individual matters, through collective bargaining, the formulation of apprenticeships/education and many social issues.

The Union has negotiated with both of the established Employer Representative Bodies (Electrical Contractors Association & Association of Electrical Contractors Ireland) for decades in this sector and it has utilised the Industrial Relations Machinery of the State in relation to the Sector in question and the agreement related to same.

On the 27th March 2017 the Technical, Engineering & Electrical Union made an application (See Appendix 1.) to the Labour Court for a request to examine the terms and conditions of employment in a sector identified as the Electrical Contracting Industry.

The application addresses the requirements of the Industrial Relations Amendment Act 2015 as set out in Section 15 (1) (a) (i) in so far as the TEEU is the only trade union which represents the class, type or group of workers referred to in the application and *“the trade union of workers is substantially representative of the workers of the particular class, type or group in the economic sector in respect of which the request is expressed to apply”*. At the time of application a figure of circa 11,500 was supplied as the number of workers of the class, type or group to which the request relates who are normally employed in the sector referred to as Electrical Contracting Industry along with a figure of 8616 supplied as the number of workers of the class, type or group to which the request relates who are normally employed in the sector referred to as Electrical Contracting Industry and represented by the Union within this sector.

The application has been made having considered that the establishment of a Sectoral Employment order for pay, pensions and sick pay scheme may provide the following;

- Rates of pay, sick pay and a pension (upon retirement) that is consistent through-out the sector and protected by the State.
- Stability, through the Universal Application of an order to ensure that all Contractors can compete for work on a level playing field while all Workers continue to receive their entitlements.
- Harmonious industrial relations supported by a disputes resolution mechanism.

The application was in respect of all workers who carry out the duties of Electricians and their Apprentices employed in the Electrical Contracting Industry and is supported by the Employer Representative bodies.

The application also outlined exclusions from the request.

It is the intention of the Union to outline, in this submission, the history of the collective agreement for the sector, the current status of the industry agreement and proposals for inclusion in a Sectoral Employment Order for consideration during this examination.

Definitions;

1.1 Electrical Contractor

An “Electrical Contractor” is defined as the proprietor of a business whose main activity or a division of his/her Company is dedicated to the performance of electrical work on a contract or sub-contract basis for any third party or a business.

1.2 Electrical Work

“Electrical Work” is defined as the installation, alteration, repair, demolition (de-install), Fabrication & Pre-fabrication, commissioning or maintenance of electrical and electronic equipment including the marking off and preparing for the wiring (whether temporary or permanent) of all electrical and/or electronic applications and apparatus, fitting and erecting all controllers, switches, junction section distribution and other fuseboards and all electrical communications, bells, telephone, radio, telegraphy, x-ray, computer and data cabling, instrumentation, fibre optics and kindred installations; fitting and fixing of metallic and other conduits, perforated cable tray and casing for protection of cables, cutting away of walls, floors and ceilings etc., for same; erection , care and maintenance of all electrical plant, including generators, motors,, oil burners, cranes, lifts, fans, refrigerators and hoists; adjustments to all controls, rheostats, coils and all electrical contacts and connections; wiring of chassis for all vehicles; erection of batteries and switchboards; erection of crossarms, insulators overhead cables (LT and HT); fitting of staywires, brackets, lightning arrestors, etc. and underground mains having regard to any advances in technology and equipment used within the industry.

1.3 Electricians

The Electrician must have successfully completed the statutory apprenticeship and therefore hold a National Craft Certificate (or equivalent)

These qualifications may be required in order for an employer to establish her/his status as an “Electrical Contractor”.

1.4 Apprentice Electricians

The Apprentice must be registered with SOLAS within two weeks of commencing employment as an apprentice and must complete 7 Phases (on the job and academic studies combined) over a minimum period of 4 years in training. Upon successful completion of the apprenticeship training the individual will receive the National Craft Certificate or equivalent

1.5 Chargehand

The Chargehand is the Electrician given responsibility for a job and the men who are assigned to the job (if there are more than two and not more than six). The Chargehand continues to operate as an Electrician and Supervisory

1.6 Foreman

The Foreman is the Electrician given responsibility for a job and the men who are assigned to the job (once the workforce exceeds 6). The Foreman continues to operate as an Electrician and Supervisor.

2. Background to industry collective agreement

- 2.1 The TEEU has negotiated the pay of Electricians & Apprentices in the Electrical Contracting Industry through a National Collective Agreement that dates back to the foundation of the State. This Collective Agreement has evolved into its current form of agreement as follows;
- 2.2 The first such Agreement was signed 31st March 1922 between The Dublin Building Trades Employers Association and the Electrical Section of the Irish Engineering Industrial Trade Union, the antecedent Union of the TEEU (see Appendix 2).
- 2.3 The earliest recorded Agreement between the Union/s and the Electrical Contractors Association (ECA) by name, in the TEEU records, is the signed Agreement on 26th January. 1938 (Appendix 3).
- 2.4 The earliest recorded Agreement that includes the AECl's involvement is the signed Agreement in May 1955, signed by the following Employer Representatives: the ECA (Irish Branch) and the Society of Electrical Traders (a breakaway group from the ECAS and the former name of the Association of Electrical Contractors Ireland – AECl). The Trade Unions were the Electrical Trades Union (Ireland) and the Irish Engineering Industrial and Electrical Trade Union, who were both antecedent Unions of the TEEU. The Agreement was also signed by the Chairman of the National Joint Industrial Committee, a forerunner to the National Joint Industrial Council for the Electrical Contracting Industry (see Appendix 4).

2.5 Progression in rates of pay and general terms and conditions of employment were furthered through the engagement of said parties either through negotiation and/or disputes which were frequently referred to the industrial relations machinery of the State.

2.6 Following the expiry of the 25th Pay Round on the 1st January 1987, the Union served a pay claim which ultimately resulted in agreement that the National Collective Agreement would be submitted to the Labour Court for Registration and any outstanding claims would also be jointly referred to the Labour Court to be argued on their merits.

2.7 The Agreement was subsequently registered in the Labour Court on the 24th September 1990. The Registered Agreement encompassed a set of work rules, the Application of Sick Pay and Pension Provisions and mechanism to vary the Pay of Electricians and Apprentices in the Electrical Contracting Industry from time to time. The method of determining pay takes into account remuneration within comparable sectors (where similar a class, type or group of Workers can be found) and it is based on Rule 25 of the National Collective Agreement as follows:

“25. WAGE REVIEW

The wages payable in the electrical contracting industry shall be determined annually by reference to an agreed set of analogue companies which shall be lodged with the Chair of the NJIC. This shall be the sole method of wage determination.

In September, 1998, and each September thereafter, the analogue increase will be determined in accordance with the formula below, and shall be paid on and from the first of April of the following year. The analogue increase shall be calculated as follows:-

1. *The top hourly rates on 1st September each year in each of the agreed analogue companies will be established.*
2. *The average of these companies will be calculated.*
3. *The difference between this average and 0.89 of the top NJIC hourly rate (i.e. after 5 years' service) will be calculated and expressed as an amount of cent per hour.*
4. *This number of cent per hour will be added to each point on the electrician's scale.*
This will produce the new scale, which will be applied from 1st April, of the following year.
5. *The apprentice rates will be calculated as per Rule 15, in this case, the "craft basic rate" is taken to mean the "1st year out of time rate".*

Attached is a copy of the fourteenth and last variation to the National Collective Agreement for the Electrical Contracting Industry that took effect from 11th May 2007. (Appendix 5).

2.8 Throughout the period between 2007 and now (and in accordance with the terms of the Collective Agreement with the ECA and AECI) the TEEU would submit (annually) calculations from the agreed list of analogue companies through the National Joint Industrial Council for the Electrical Contracting Industry as follows;

YEAR	WAGE RESULT
2007	€21.49
2008	€22.54
2009	€23.95
2010	€24.40
2011	€24.55
2012	€24.55
2013	€24.66
2014	€24.79
2015	€24.88
2016	€25.29
2017	€25.89

2.9 On 1st April 2008, the parties to the Agreement agreed the increase in the rate to €22.54 but the employers subsequently refused to implement the Agreement.

2.10 Attempts by both the Employers and the TEEU to vary the Agreement in 2008 was frustrated by High Court injunctions, a subsequent High Court hearing and ultimately the McGowan Judgement in the Supreme Court that led to the striking down of Part III of the Industrial Relations Act 1946. As registration of the Agreement (with the Labour Court) was no longer possible the Agreement was effectively returned to the parties giving it the same status as every other negotiated industrial relations agreement in Ireland.

2.11 Universal application, a disputes resolution mechanism and the ability to refer breaches of the Agreement to the Labour Court, were key features of registration which brought about a level playing field and industrial peace for over 20 years.

- 2.12 Following 8 years without a pay increase the Union served a 5% pay claim on the 27th April, 2015 for a 12 months period (see appendix 6).
- 2.13 Through the normal industrial relations procedures (Conciliation and Labour Court Hearing) an increase was finally agreed under the auspices of the Workplace Relations Commission (see Appendix 7).
- 2.14 In keeping with the terms of the Agreement the TEEU applied to the Labour Court on the 27th March 2017 under the provisions of Section 14 of the Industrial Relations (Amendment) Act 2015 requesting "the Court to examine the terms and conditions relating to the remuneration and any sick pay scheme or pension scheme, of the workers of a particular class, type or group in the economic sector in respect of which the request is expressed to apply" in respect of the Electrical Contracting Industry.

3. **Current Status of Agreement.**

- 3.1 Since the Supreme Court decision of 2013 the Union has continued to pursue Contractors who fail to apply the terms and conditions as prescribed by the Industry wide Collective Agreement. As a breach of the Collective Agreement can no longer be referred to the Labour Court in the same manner as the previously registered employment agreement Contractors are afforded the opportunity to engage with the Union to resolve an issue or face an industrial dispute that may lead to industrial action.
- 3.2 For the most part Contractors have continued to honour the Agreement but there is a significant rise in the number of disputes where Contractors have been found undermining the Agreement either directly or through the engagement of sub-contract/agency workers who are not in receipt of the nationally agreed terms.
- 3.4 Industry has been quick to recognise the threat of industrial action and in many cases adopted measures to ensure that contracts were firstly awarded on the basis that the terms of the Collective Agreements were subscribed to by all Contractors/Sub Contractors and Recruitment Agencies and secondly that compliance must be maintained (through auditing).

Examples:

ESB MoneyPoint

Central Bank Project.

Intel

PPK (Google)

DWTE Covanta	Pfizer Pharmaceuticals
Alexion Pharmaceutical Plant	Regeneron
Great Island Power Plant	Diageo
Dublin Airport Authority	Bristol Myer Squibbs
Novartis	National Roads Authority Projects

- 3.5 As a result these sites and others have generally avoided disputes in relation to non-compliance with the Collective Agreement and there is platform for resolving other issues locally.
- 3.6 The most recent increase of 2.5% took effect from the 1st January, 2017 and it is the Unions understanding that this increase has been applied throughout the industry.
- 3.7 The Union continues to go to great lengths to ensure that Contractors apply the increase to the existing rates of pay and at the same time continue to provide all entitlements as per the National Collective Agreement.
- 3.8 It is worth noting that a further pay claim has been put before the Employer Bodies and is in process.

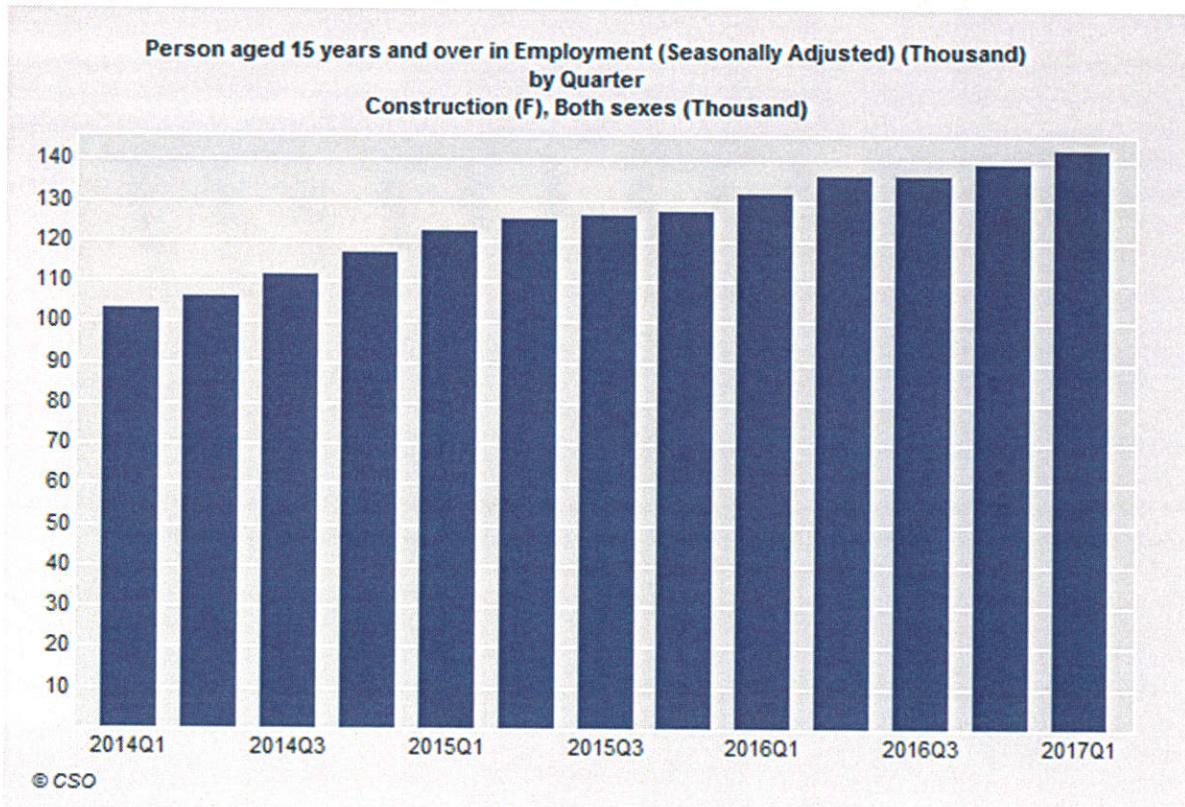
4. Industry Activity.

4.1 While the Industry took a major hit during the recessionary period of 2009 to 2015 the green shoots of recovery have blossomed.

4.2 Unemployment is currently running at 6.4%* nationally and construction is on the rise with 142,800** Workers reportedly employed in the Construction Sector in the first quarter of 2017. (a rise of circa 10,900 in 12 months).

Person aged 15 years and over in Employment (Seasonally Adjusted) (Thousand) by NACE Rev 2 Economic Sector, Sex and Quarter

	2014 Q1	2014 Q2	2014 Q3	2014 Q4	2015 Q1	2015 Q2	2015 Q3	2015 Q4	2016 Q1	2016 Q2	2016 Q3	2016 Q4	2017 Q1
Construction (F)													
Both sexes	103.0	106.3	111.5	117.1	122.5	125.6	126.6	127.3	131.9	136.2	136.1	139.2	142.8



- 4.3 While a high volume of work is in the Leinster area, it is true to say that Contractors and Workers from all parts of Ireland have continued to benefit albeit that they may have to gravitate towards the work creating a need for travel time/subsistence payments now more than ever. It is also true to say that a number of high profile projects have been announced throughout the Country which will yield a wider distribution of the recovery.
- 4.4 The Larger projects have been through Foreign Direct Investment by Multinational clients and would generally provide a longer period of engagement for Contractors and Workers. These projects have offered some stability and certainty in the Industry.
- 4.5 The demand for housing (which has yet to be addressed) will undoubtedly add to the demands on the Industry in a positive way for employment etc.
- 4.6 While the Industry and in particular our members suffered during the recession there is a clear upturn in industry activity in keeping with the overall economic recovery being experienced in Ireland. This recovery is evident in the demand for skilled craft workers for the Industry. Large scale projects currently underway are experiencing difficulty in securing qualified electricians and the narrative across industry has moved from job shortages to labour shortages. Apprentices registered for the first 5 months have increased by 60% compared with this time last year.
- 4.7 Despite the increase in Sectoral activity and employment, disputes will arise where workers are engaged in a manner which undermines terms of the current agreement. The practice of Bogus Self-Employment along with the non-compliance by employers (whether directly or through Recruitment Agencies) very often leads to Industrial action due to the absence of a robust disputes resolution procedure.

* <http://www.cso.ie/en/releasesandpublications/er/ir/liveregistermay2017/>

** <http://www.cso.ie/en/releasesandpublications/er/mue/monthlyunemploymentmay2017/>

5. Proposals for a Sectoral Employment Order for the Industry

Union Proposal no.1; Minimum Hourly Rates of Pay

The current rates of pay for the sector are set out in Table 1. below.

Table 1.

Apprentice Electrician	Electrician	Supervisory Electrician
1 st Year Apprentice €6.53	1 st Year out of Time €21.77	Chargehand 10%
2 nd Year Apprentice €9.79	After 1 years' service €22.05	Foreman 20%
3 rd Year Apprentice €14.15	After 2 years' service €22.20	
4 th Year Apprentice €17.41	After 3 Years' service €22.31	
	After 4 years' service €22.44	
	After 5 Years' service €22.56	

Had the rates of pay increased year on year since 2007 in accordance with the prescribed mechanism of the analogue review (comparable with other sectors where this grade, type or class of worker is employed), they would currently be in excess of €3 per hour higher than those currently in place. (See table 2. Below)

Table 2. Rates of Pay as per NJIC calculations

	Basic	After 1 Years Service	After 2 Years Service	After 3 Years Service	After 4 Years Service	After 5 Years Service
01/04/2007	€20.74	€21.01	€21.15	€21.26	€21.38	€21.49
01/04/2008	€21.26	€21.54	€21.68	€21.79	€21.91	€22.03
01/04/2009	€23.21	€23.49	€23.63	€23.74	€23.86	€23.98
01/04/2010	€23.65	€23.92	€24.06	€24.17	€24.29	€24.40
01/04/2011	€23.80	€24.07	€24.21	€24.32	€24.44	€24.55
01/04/2012	€23.80	€24.07	€24.21	€24.32	€24.44	€24.55
01/04/2013	€23.91	€24.18	€24.32	€24.43	€24.55	€24.66
01/04/2014	€24.04	€24.31	€24.45	€24.56	€24.68	€24.79
01/01/2015	€24.13	€24.40	€24.54	€24.65	€24.77	€24.88
01/04/2016	€24.54	€24.81	€24.95	€25.06	€25.18	€25.29
01/04/2017	€25.12	€25.39	€25.54	€25.65	€25.77	€25.89

Notwithstanding the above, the Union has engaged with the employer bodies and continues to do so to negotiate pay increases at a pace that is sustainable for the sector and which resulted in the most recent pay increases.

A pay claim for 5% over 10 months has been put before the employers and if applied in the similar way as the last would be set out as follows;

Table 3 (a) Increase of 2.4%

Apprentice Electrician	Electrician	Supervisory Electrician
1 st Year Apprentice €6.69	1 st Year out of Time €22.29	Chargehand 10%
2 nd Year Apprentice €10.03	After 1 years' service €22.58	Foreman 20%
3 rd Year Apprentice €14.49	After 2 years' service €22.73	
4 th Year Apprentice €17.83	After 3 Years' service €22.85	
	After 4 years' service €22.98	
	After 5 Years' service €23.10	

Table 3 (b) Increase of 2.5%

Apprentice Electrician	Electrician	Supervisory Electrician
1 st Year Apprentice €6.85	1 st Year out of Time €22.85	Chargehand 10%
2 nd Year Apprentice €10.28	After 1 years' service €23.15	Foreman 20%
3 rd Year Apprentice €14.85	After 2 years' service €23.30	
4 th Year Apprentice €18.28	After 3 Years' service €23.42	
	After 4 years' service €23.55	
	After 5 Years' service €23.68	

Proposal:

With this in mind the Union requests that the Labour Court, when conducting an examination in to rates of pay, consider

1. The current rates of pay (See table 1)
2. The analogue review for the purpose of future increases (See table 2)
3. That a similar claim (5% for 10 months) is before the employer bodies (See tables 3 (a) and (b)).

and with respect to each class, type or group of Workers in the sector that an order be made for not less than the following;

Apprentice Electrician	Electrician	Supervisory Electrician
1 st Year Apprentice €6.69	1 st Year out of Time €22.29	Chargehand 10% above €25.41
2 nd Year Apprentice €10.03	3 Years out of Time €22.85	Foreman 20% above €27.72
3 rd Year Apprentice €14.49	5 Years out of Time €23.10	n/a
4 th Year Apprentice €17.83	n/a	n/a

- The above figures take into account the 2.4% increase as part of the current claim with the following 2.5% to be included.
- Future increases should then revert to the analogue review as conducted by the National Joint Industrial Council for the sector to take effect from the 1st April 2018.

Note; The Union suggests that the Chargehand & Foreman rates of pay may be considered as an individual class, type or group in their own right but in any event they would undoubtedly hold a place in an SEO under the area of “proficiency” payments.

Note; The above rates of pay for apprentices are derived from a % ratio of Craft Pay as set out below;

1st Year	30% of Craft Basic Rate
2nd Year	45% of Craft Basic Rate
3rd Year	65% of Craft Basic Rate
4th Year	80% of Craft Basic Rate

The Union requests the Labour Court preserves this formula in any SEO to be established.

Note: All other entitlements of remuneration and pension, mortality and sick pay scheme afforded to apprentices should remain equal to that which is provided for electricians.

Union Proposal No. 2 – *In relation to “any pay in excess of basic pay in respect of shift work, piece work, overtime, unsocial hours worked, hours worked on a Sunday, or travelling time (when working away from base”*

The current Industry Agreement provides the following;

1. STANDARD WORKING HOURS

Overtime Rates – After 8 hours worked in any day (7 hours on Friday)

The standard working week shall be 39 hours (from 1st August, 1990), 5 days Monday to Friday.

The working hours shall be 8.30 a.m. to 5 p.m. Monday to Thursday inclusive and 8.30 a.m. to 4 p.m. on Friday. Lunch period - half an hour.

Where on occasion, an official early start is required, no extra payment shall apply, but the normal finishing time after which overtime rates would apply, will be brought back by the same amount as was the starting time.

The early start in this context is limited to an hour before normal starting time.

The above hours, including the lunch period, can be subject to variation by arrangement with the Union to suit transport or client's requirements etc.

(a) Monday to Friday	<i>Normal finishing time to 12.00 midnight - time plus a half Midnight to normal starting time - double time</i>
(b) Week-ends	<i>Midnight Friday to normal starting time Saturday - double time. Normal starting time to 12.30 p.m. Saturday - time plus a half. 12.30 p.m. Saturday to normal starting time Monday - double time.</i>
(c) Planned Overtime	<i>Where men/women are notified beforehand to report for work on Saturday morning at normal starting time, a minimum of 4 hours work at time plus a half will be guaranteed.</i>
(d) Statutory Public Holidays	<i>Double time for time worked in addition to payment for statutory holidays.</i>
(e) Rest Intervals	<i>Where an electrician works overtime after 12.00 midnight he/she shall be entitled to an 8-hour rest period without loss of pay.</i>
<p><i>Where more than 2 hours overtime is worked a 10 - 15 minutes paid break shall be given.</i></p>	
(f) After Hour Calls	<i>Minimum pay for calls between normal finishing time and midnight shall be 2 hours at the appropriate overtime rate of time plus a half (home to home). After midnight three hours at double time (home to home). Normal starting time after 12.00 midnight on Friday is 8.30 a.m. on Monday.</i>
(g) Special Late Start	<i>Where for short fixed periods hours are required to differ considerably from those set out in Rule 1, rates will be as follows:- When starting time is before 1.00 p.m. - 8 hours at time and a quarter.</i>

When starting time is after 1.00 p.m. - 8 hours at time and one third.

(i) Shift Work

All time worked on Contractors' jobs in three continuous shifts shall be paid at the following rates:-

From 8.00 a.m. to 4.00 p.m. and from 4.00 p.m. to 12 midnight - time and a quarter.

From 12 midnight to 8.00 a.m. - time and a third.

Proposal:

The TEEU respectfully requests the Labour Court to specify the retention of these elements of remuneration when considering an SEO.

Also, the rest interval set out above refers to "an 8-hour rest period without loss of pay". The Union proposes that this be extended to "an 11- hour rest period without loss of pay" and that "travel time" be added to the working day when calculating the total hours worked in order to ensure rest periods conform with the provisions of the Organisation of Working Time Act 1997.

Union Proposal no.3 – Travel time & Subsistence

The current Industry Agreement provides the following;

2. STARTING ON SITE

(a) *Where within a distance of 11 miles by road from the shop, an electrician starts on site instead of in the shop, travelling time shall be paid in accordance with the following scale:-*

*over 4 up to 5 miles - a quarter hour per day
over 5 up to 6 miles - a half hour per day
over 6 up to 7 miles - three quarter hours per day
over 7 up to 8 miles - one hour per day
over 8 up to 9 miles - one and a quarter hours per day
over 9 up to 10 miles - one and a half hours per day
over 10 up to 11 miles - one and three quarter hours per day*

(b) *And in addition where the distance from the shop exceeds half a mile and the employer does not provide transport, he/she may pay the bus fares which would ordinarily be incurred for the journey each way. As an alternative*

he/she may provide where feasible, a reduced cost commuter ticket or cash equivalent, provided the employee is given reasonable advance notice.

For Distances in excess of 11 miles the following applies in respect of Country Work.

(a) As from 1st April 2007, €168.26 (7 days) shall be paid to cover maintenance. If the week's work is completed in 5/6 days, full subsistence of €168.26 will be paid. The Subsistence

(b) Allowance shall be increased on 1st April, each year, by the percentage increase in the Consumer Price Index from Mid-November of the previous year to the previous Mid November.

The amount shall be reviewed independently every 3 years in December, the intention being that any new amount agreed shall be effective from 1st January the following year.

(c) For absences of 4 nights or less working in the country, lodging expenses shall be paid if accounted for to the satisfaction of the employer.

(d) Travelling time where payable shall be at basic rate only.

(e) For the purpose of visiting home, return standard rail fare or bus fare plus 2 hours each way to place of ordinary employment which shall be interpreted as being the Company shop shall be allowed once in 7 weeks when the job is over 40 miles and up to 100 miles away. Over 100 miles return standard rail or bus fare plus 4 hours each way shall be allowed also once in 7 weeks.

(f) On temporary or other termination of employment due to certified illness, rail fare to place of ordinary employment shall be allowed, if required or payment for lodging expenses up to two weeks if certified unfit to travel.

Note: The most recent review of Subsistence Allowance suggest that the amount now payable is €190.56 (from 1st April 2017).

Proposal:

The Union proposes that the existing provision of travel time as listed above is included in an order to have Universal application.

The current amount of subsistence referred to in the agreement does not account for CPI increases which should have been applied. Furthermore, the reality is that the amount of subsistence is not fit for purpose especially where 6 or 7 days are worked.

The Union respectfully requests that the Court give consideration to applying the increased amount of subsistence and make payable on a daily basis as follows;

1 Day worked	€40
2 Day worked	€40
3 Day worked	€40
4 Day worked	€40
5 Day worked	€40
6 Day worked	€40
7 Day worked	€40

Union Proposal no. 4 - In relation to the provision of a pension scheme and a Sick pay scheme the current Collective Agreement prescribes the following:

The current Industry Agreement provides the following;

22. SICK PAY SCHEME

- (a) A Sick Pay Scheme equal in benefits to that required by the terms of the Registered Agreement for the Construction Industry to be implemented for all employees over 20 years of age. The Scheme to be a contributory one and each employee must serve a qualifying period of one month with a firm before he/she would be entitled to benefit.
- (b) A Sick Pay Scheme equal in conditions, benefits and contributions to that operated by the Construction Industry will apply for apprentices. The Scheme shall be a contributory one.

(c) Bereavement Leave

A maximum of 3 days' paid leave will be allowed in the case of bereavement of close relatives. The employer will be notified as soon as possible of the bereavement. The term close relative means, spouse, parent, child, brother or sister.

23. PENSION AND MORTALITY SCHEME

A Pension and Mortality Scheme equal in conditions and benefits to the terms of the pension and mortality scheme of the Registered Agreement for the Construction Industry to be provided for all employees between the age of 20 and 65 years. In this connection each employee between the age of 20 and 65 years to be entered in the Construction Federation Pension and Mortality Scheme.

Under the terms of this Scheme each employee is entitled to one pension scheme stamp per week to be fixed to his/her pension card (while in the employment of the firm) by his/her employer. The Scheme is contributory and the cost of each stamp is to be borne jointly by the employer and the employee. The responsibility of seeing that stamps are fixed when due rests with the employer.

Note: These entitlements are currently delivered through the Construction Workers Pension Scheme (CWPS).

Proposal;

The TEEU requests that consideration is given to the following:

Because the Collective Agreement for the Electrical Contracting Industry specified entitlements as prescribed by the Registered Employment Agreement for the Construction Industry in relation to the Pension, Mortality & Sick Pay Scheme, contributions are currently based on a fixed percentage (7%) of the Construction Craft Rate (which is currently €17.21 per hour) and not the rate of pay for an electrician which is currently €22.56.

The Union requests that the contribution be no less than the 7% (4.2% Employer Contribution and 2.8% Employee Contribution) of the Electrical Craft Workers Rate (minimum rate) applicable to apprentices also.

Now that the Pension Age has increased and the fact that apprenticeships can commence from the age of 16 years, the Union requests that the Labour Court give consideration to extending the order for a Pension, Mortality and Sick Pay Scheme for all employees between the age of 16 years and the National Retirement Age.

Union Proposal no. 5 - Dispute Resolution Procedures.

Disputes related to the terms of the Industry agreement have historically been directed to the National Joint Industrial Council or (in the case of the agreement whilst registered with the Labour Court) referred to the Labour Court.

The significance of a Sectoral Employment Order is that will be an “Order” and therefore disputes may only arise where failures to apply the terms of an order have been alleged.

The nature of the Sector in question is one of a transient workforce, posted workers, short term phoenix companies and some questionable practices which highlight the need for disputes to be resolved in a timely fashion.

For any disputes resolution procedure to *“promote harmonious relations between workers and employers and assist in the avoidance of industrial unrest in the economic sector concerned”* redress must be found before the individuals directly affected can be frustrated of their entitlements and also before long term damage can be inflicted upon the sector by offending parties.

A Dispute Resolution Procedure must offer a real time alternative to;

- Industrial action in the shortest time frame possible.
- Contractors suffering at the hands of offending companies who benefit economically from a breach of the legislation.

Unlike agreements arrived at through negotiations, the terms of an SEO will either be applied or not and a judgement on an alleged breach is a matter of fact.

With the above in mind, the Union requests that the Labour Court consider the following when establishing an SEO and specifically the Disputes Resolution Procedure

With the provisions of the Workplace Relations Act 2015 and the Industrial Relations (Amendment) Act 2015 in mind the Union requests that the Court consider the following in relation to a Disputes Resolution Procedure;

Proposal:

Dispute Resolution Procedures

- (a) In circumstances where a trade dispute arises between two or more parties connected with this SEO that cannot be resolved at the level of local enterprise or sector, the WRC will be requested to assist the parties to resolve the matter/s in dispute in the shortest time frame possible.
- (b) If having engaged through the WRC the dispute remains unresolved, the issue/s still in dispute will referred to the Labour Court who will issue an order to finally resolve the matter/s in dispute.

- (c) While the matter/s in dispute are in the procedure set in this clause the terms of the SEO shall be applied in full to the workers concerned pending a final outcome.
- (d) Should any party or parties to such a dispute refuse to utilise the procedures set out in this clause then the procedures will be deemed to be exhausted.

The promotion of harmonious industrial relations rests on a robust, expedient and just procedure which deals with disputes. In order for all parties to benefit from an SEO the disputes procedure must deliver an outcome in the shortest timeframe possible. Therefore the WRC and Labour Courts ability to deal with complaints as quickly as possible will be the real benefit of a Sectoral Employment Order.

6. Conclusion

- 6.1 Since the first Agreement was established in 1922, the Electrical Contracting Industry has evolved from one of mainly domestic nature (indigenous contractors) to that of a global industry. With Contractors now extending their reach to foreign shores there is also the reality that Contractors from all parts of the World equally have the right to contest the work in Ireland.

New work practices and technologies may offer any contractor a competitive edge, while a National Collective Agreement removes remuneration from the competitive equation. It is universal application of these conditions of employment which will ultimately create a level playing field to “ensure fair and sustainable rates of remuneration” throughout the Industry regardless of the origins of the Workers or the Contractors.
- 6.2 At present the majority of Employers continue to apply the terms of the National Collective Agreement for the Electrical Contracting Industry (including the most recent pay increase) in order to ensure harmonious relations within the industry and attract labour. An upturn in the economy has undoubtedly stimulated the Industry but in order to attract and retain the highest calibre of Electricians and Apprentices there must be a security surrounding terms and conditions of employment. It is the Unions contention that an SEO is essential to *“promote and preserve high standards of training and qualification”* and stability in the Industry.
- 6.3 Foreign Direct Investment projects, Public procurement works and Private sector developments all crave security around costs and investment when engaged in project work. The establishment of a Sectoral Employment Order allows any sector (to which the Electrical Contracting Industry services) the

ability to forward plan with piece of mind from an economic and industrial relations basis. This stability can only enhance the employment opportunities of those engaged or seeking employment within the sector.

6.4 The TEEU, in making this application to the Labour Court, believes that it meets and in many areas exceeds the requirements set out in the Industrial Relations Amendment Act 2015. This is a sector which has seen Collective Agreements as a normal and desirable practice which delivers harmonious industrial relations and security to all involved for decades. The Union is undoubtedly substantially representative and the application has the support of all parties which include the established employer representative bodies (the ECA and AECI). The Union believes this application may enhance the sector from the perspective of all those whom seek employment and those who seek to operate a business.

The Technical, Engineering & Electrical Union respectfully requests that the Labour Court establish an order as outlined herein.



Brian Nolan

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