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**connect**  
**TRADE UNION**

Paddy Kavanagh *General Secretary/Treasurer*



The Secretary,  
The Labour Court,  
Lansdowne House,  
Lansdowne Road,  
**Dublin 4.**

Email: [info@labourcourt.ie](mailto:info@labourcourt.ie)

29<sup>th</sup> June, 2021.

**Re: Examination into the Terms & Conditions in the Electrical Contracting Sector Pursuant to Section 15 of the Industrial Relations (Amendment Act) 2015.**

Dear Sir/Madam,

Please find enclosed Connect Trade Union's Submission to the Court with respect to the above.

Should you require any further information or clarification, please do not hesitate to contact the undersigned.

We would be obliged if you could please acknowledged receipt of our Submission.

Yours faithfully,

---

Brian Nolan,  
Assistant General Secretary.  
Connect Trade Union.  
Tel; 01 8719 911



**THE UNION FOR CRAFT AND SKILLED TECHNICAL, ENGINEERING,  
ELECTRICAL AND CONSTRUCTION WORKERS IN IRELAND**





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## **CONNECT TRADE UNION**

### **SUBMISSION TO THE LABOUR COURT**

**ON THE EXAMINATION INTO THE TERMS &  
CONDITIONS IN THE ELECTRICAL CONTRACTING  
SECTOR PURSUANT TO SECTION 15 OF THE  
INDUSTRIAL RELATIONS (AMENDMENT ACT) 2015.**

**29<sup>TH</sup> JUNE 2021**



THE UNION FOR CRAFT AND SKILLED TECHNICAL, ENGINEERING,  
ELECTRICAL AND CONSTRUCTION WORKERS IN IRELAND



## 1. Introduction

This submission is made by Connect Trade Union on behalf of workers employed in the Electrical Contracting Sector. The Union requests that the Labour Court examine the terms and conditions relating to the remuneration, pension and sick pay schemes of workers in the sector under the terms of the Industrial Relations (Amendment) Act 2015, with a view to making recommendations to the Minister that a Sectoral Employment Order (SEO) for the sector be established for a period of 18 months as provided for under section 16 of the 2015 Act.

## 2. Background

Connect Trade 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.

While Connect Trade Union represents Craft & Skilled Workers across all sectors, as a Trade Union it is recognised as the only Union representing Electrical Workers within the Contracting Sector.

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 5<sup>th</sup> March 2021 Connect Trade Union made an application to the Labour Court making a request to examine the terms and conditions of employment in a sector identified as the Electrical Contracting Industry. (See Appendix 1.)

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 Connect Trade Union 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 16,650 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 10,349 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, Travel Time, sick pay and a pension (upon retirement) that is consistent in its application throughout 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 made in respect of all workers who carry out the duties of Electricians and their Apprentices employed in the Electrical Contracting Industry.

### **3. Definitions.**

#### **3.1 The Electrical Contracting Sector means the sector of the economy comprising the following economic activity: -**

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 appliances and apparatus, fitting and erecting all controllers, switches, junction section distribution and other fuseboards and all electrical communications, bells, telephone, radio, telegraph, 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.

The Sectoral Employment Order will not apply to employees in state and semi-state companies who are engaged in similar activities and are covered by other agreements. Neither will it apply to electricians and apprentices employed directly by manufacturing companies for the maintenance of those companies' plant.



### **3.2 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.

### **3.3 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”.

### **3.4 Apprentice Electricians**

An 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 208 weeks in training (although due to the Covid-19 pandemic delays will result in many of the current registered apprentices enduring a prolonged period of apprenticeship training). Upon successful completion of the apprenticeship training the individual will receive the National Craft Certificate or equivalent.

### **3.5 Chargehand**

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

### **3.6 Foreman**

The Foreman is the Electrician given responsibility for a job and the labour force assigned to the job (once the workforce exceeds six). The Foreman continues to operate as an Electrician and Supervisor.

#### **4. Background to Industry Collective Agreement and current arrangements.**

- 4.1 Connect Trade Union 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. Terms & conditions for this sector have been influential in shaping the terms & conditions of employment for workers in both the Construction and Mechanical Contracting Sectors respectively. This Collective Agreement has evolved into its current form of agreement as follows.
- 4.2 The first such Agreement was signed 31<sup>st</sup> March 1922 between The Dublin Building Trades Employers Association and the Electrical Section of the Irish Engineering Industrial Trade Union, the antecedent Union of Connect Trade Union (see Appendix 2.).
- 4.3 The earliest recorded Agreement between the Union/s and the Electrical Contractors Association (ECA) by name, in Connect Trade Union records, is the signed Agreement on 26<sup>th</sup> January. 1938 (Appendix 3.).
- 4.4 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 Connect Trade Union. 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.).
- 4.5 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.
- 4.6 Following the expiry of the 25<sup>th</sup> Pay Round on the 1<sup>st</sup> 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.



- 4.7 The Agreement was subsequently registered in the Labour Court on the 24<sup>th</sup> 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 a similar 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 11<sup>th</sup> May 2007. (Appendix 5.).

4.8 Throughout the period between 2007 and now (and in accordance with the terms of the Collective Agreement with the ECA and AECl), Connect Trade Union would continue to submit (annually) calculations from the agreed list of analogue companies through the National Joint Industrial Council for the Electrical Contracting Industry as follows;

<b>YEAR</b>	<b>WAGE RESULT</b>
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
2018	€26.99
2019	€27.55

4.9 On 1<sup>st</sup> 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.

4.10 Attempts by both the Employers and Connect Trade Union 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.



- 4.11 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. 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.
- 4.12 Following 8 years without a pay increase the industry returned to the negotiating table to address pay claims as served by the Union.
- 4.13 Through the normal industrial relations procedures (Conciliation and Labour Court Hearing) pay increases were agreed on two separate occasions under the auspices of the Workplace Relations Commission. The last of these increases was implemented on the 1<sup>st</sup> September 2018, resulting in the following rates of pay being applied across the industry.

Basic Craft Rate as of 1 <sup>st</sup> September 2018	€22.87
After 1 Year Service	€23.17
After 2 Years' Service	€23.33
After 3 Years' Service	€23.44
After 4 Years' Service	€23.58
After 5 Years' Service	€23.70
1 <sup>st</sup> Year Apprentice	€6.86
2 <sup>nd</sup> Year Apprentice	€10.29
3 <sup>rd</sup> Year Apprentice	€14.87
4 <sup>th</sup> Year Apprentice	€18.30

- 4.14 In keeping with the terms of the Agreement, Connect Trade Union applied to the Labour Court on the 19<sup>th</sup> October 2018 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.

4.15 From the enactment of S.I. No. 251 of 2019 (See Appendix 6.), the rates of pay established for the sector became a mix of those provided for within the Sectoral Employment Order and those agreed by the parties to the existing structures as follows.

Basic Craft Rate	€23.49*
After 1 Years' service	€23.80
After 2 Years' service	€23.96*
After 3 Years' service	€24.07
After 4 Years' service	€24.22
After 5 Years' service	€24.34*
1 <sup>st</sup> Year Apprentice	€7.05*
2 <sup>nd</sup> Year Apprentice	€10.57*
3 <sup>rd</sup> Year Apprentice	€15.27*
4 <sup>th</sup> Year Apprentice	€18.80*

The use of \* denotes the rates of pay included in and protected by the Sectoral Employment Order. All other rates are protected by Connect Trade Union.

4.16 Following on from the enactment of the statutory instrument S.I. No. 251 of 2019, a High Court challenge effectively led to the removal of the SEO protections for the sector. While no future increases had been agreed at that point in time (and none were prescribed by the SEO regardless of its new status) there was a new attitude coming from some Employers that they “may offer whatever they felt obliged to pay”. The honourable position historically taken by Contractors was now under the spotlight with some claims that “legally” there was no obligation to pay any rates, agreed or otherwise. This position not only threatened the stability within the industry but also Workers who continued to be protected by Connect Trade Union. As a consequence, Connect Trade Union initiated a National Ballot for Industrial Action in protection of all terms & conditions of employment within the Sector.

4.17 A protracted legal process which ultimately led to the Supreme Court, coupled with the effects of the Covid-19 Global Pandemic inflicted a de facto pay freeze on workers within the Sector, whilst comparable workers in both the Construction and Mechanical Sectors received 2.7 % pay increases as outlined within their respective agreements and/or Sectoral Employment Orders (S.I. No. 234 of 2019 and S.I. No. 59 of 2018) in the third quarter of 2020. The position held for decades that the Contract Electrician held the highest hourly rate of pay has been diminished by the actions of others. Connect Trade Union wish to address the imbalance through-out this process now and into the future.



## **5. Remuneration, Pensions and Sick Pay**

Section 15(c) of the 2015 Act provides:

*“it is a normal and desirable practice, or that it is expedient, to have separate terms and conditions relating to remuneration, sick pay schemes or pension schemes in respect of workers of the particular class, type or group in the economic sector in respect of which the request is expressed to apply, and”*

### **5.1 Minimum Rates of Pay for inclusion in a Sectoral Employment Order.**

Connect Trade Union have been party to a collective agreement with the employers in the sector for decades. The agreement has evolved from a collective agreement enforced by honourable parties, to a registered employment agreement enforced by the legislation of the day, to once again returning to that of a collective agreement. As outlined, the rich history of negotiation and agreement illustrates that it is a normal and desirable practice to have separate terms and conditions relating to the remuneration of workers of the particular class, type or group in the economic sector to which the SEO application applies. As the enactment of a Sectoral Employment Order will alter the dynamic of wage negotiations (i.e., an order for 1 year plus a period associated with a future variation, could see an 18 month plus duration between rate changes going forward), Connect Trade Union believes that the value of the current rate of pay plus appropriate increases must be considered when making an order for rates of pay to ensure the order has a real value in attracting (and most importantly retaining) skilled labour to the sector and ensure industrial peace. The 2.7% applied to both the Construction and Mechanical Contracting sectors cannot be applied retrospectively but they can feature going forward in addition to a claim for the subsequent 18 months from the date of enactment of an Order. With the above in mind, the Union would ask the Labour Court to recommend that the hourly rates (SEO Rates) set out in table A, for a period of 18 months, would feature in any recommendation to the Minister for an SEO in the sector.

**Table A. Proposed Rates of Pay for the Sector.**

	<b>Shortfall</b>	<b>SEO Rates</b>
	<b>Plus 2.7%</b>	<b>Plus additional 3.6%</b>
<b>Basic Craft Rate*</b>	€24.12	€24.99
After 1 Years' service	€24.44	€25.32
After 2 Years' service	€24.61	€25.49
<b>After 3 Years' service*</b>	€24.72	€25.61
After 4 Years' service	€24.87	€25.77
<b>After 5 Years' service*</b>	€25.00	€25.90
1 <sup>st</sup> Year Apprentice*	€9.65 (40% of Craft Rate)	€10.00 (40% of Craft Rate)
2 <sup>nd</sup> Year Apprentice*	€12.06 (50% of Craft Rate)	€12.49 (50% of Craft Rate)
3 <sup>rd</sup> Year Apprentice*	€15.68 (65% of Craft Rate)	€16.24 (65% of Craft Rate)
4 <sup>th</sup> Year Apprentice "A" Rate*	€18.80 (77% of Craft Rate)	€18.80 (75% of Craft Rate)
4 <sup>th</sup> Year Apprentice "B" Rate*	€21.71 (90% of Craft Rate)	€22.49 (90% of Craft Rate)
Chargehand Supervisory*	10% above full-service rate	10% above full-service rate
Foreman Supervisory*	20% above full-service rate	20% above full-service rate

The use of \* denotes the rates of pay included in and protected by the Sectoral Employment Order. All other rates are protected by Connect Trade Union.

**Rationale for proposed rates of remuneration.**

1. Industry norms.

Historically the Electrical Contracting Sector had the highest rate of pay of comparable Craft Workers which in turn influenced the rates of pay of such sectors as the Construction and Mechanical Contracting sectors. The basic rate has, because of the actions of others, fallen behind (in the context of wage increases) by at least 2.7% with both the Construction Worker and the Mechanical Contracting Journeyman. The Mechanical Unions (of which Connect is one) have sought the inclusion of a 3.6% pay increase and there is no doubt that the Construction unions will look for growth in the rates currently applied within the industry. An increase is required to address the lagging rates of pay within the sector (potentially up to 6.39%)



2. Other Factors for consideration.

Despite the impact of Covid-19 in the second quarter of 2020 and the first quarter of 2021 the sector has resumed full service. Craft and skilled labour are at a premium and workers are now entering the sector from many other jurisdictions. The Central Statistics Office has suggested that inflation is on the rise since the lockdown has eased with reports (HICP Data which measures inflation for the Euro area) suggesting that it is at its highest level (1.7 – 1.9%) since 2018. (See

<https://www.cso.ie/en/statistics/prices/consumerpriceindex/>)

The CSO also report that annual housing inflation in April was around 4.5% for Ireland as a whole (5.4% outside of Dublin).

(See <https://www.cso.ie/en/statistics/prices/residentialpropertypriceindex/>)

3. Changes to the format of the apprentice's rates are based on feedback from individual employers and workers. Increasing the 1st Year apprentice rate of pay, (moving towards the National Minimum wage) may not only be desirable but necessary, to attract suitable candidates of varying age groups.

The inclusion of the 4<sup>th</sup> Year Apprentice "B" rate is a direct reaction to the delays created within the delivery of the statutory apprenticeship system caused by the Covid-19 restrictions measures. While the apprenticeship is a minimum of 208 weeks (4 Years) the reality is that due to limited capacity in training facilities there is a current backlog which will cause delays for the individuals and employers. As the Government have announced additional funding to address this issue it is accepted that this is a temporary measure, for the lifetime of this Sectoral Employment Order and for the sole purpose of ensuring any apprentice who faces the hardship of an elongated period of training is not further punished in relation to remuneration.

4. Once again, we would seek to have the three rates for Electricians (basic rate of pay, the rate of pay after 3 years' service and the rate of pay after 5 years' service) provided for within the SEO.

5. We would request that under the category of supervisory grades that consideration be given to both the Chargehand and Foreman roles which currently exist as outlined in the table above.

## **5.2 Normal Working Hours.**

The Union suggests that in accordance with current agreed practices that the normal/basic working week consist of 39 hours worked between Monday and Friday each week and that normal daily working hours shall consist of eight consecutive hours of work (taking into consideration the relevant breaks and rest periods) undertaken between the hours of 7am (normal weekly starting time) and 5pm (normal weekday finishing time) Monday - Thursday and seven consecutive hours of work (taking into consideration the relevant breaks and rest

periods) between the hours of 7am (normal Friday starting time) and 4 pm (normal Friday finishing time) on Friday.

The Union also suggests that the existing provision of paid rest periods and unpaid rest periods remain as follows.

- 15-minute break (paid) in the morning
- 30-minute lunch break (unpaid)
- 15-minute break (paid) where 2 hours or more of overtime is required to be worked.

Where an emergency leads to workplace closures (for example due to extreme weather conditions/safety issues) after a worker has arrived for work, the Union suggests that payment of any hours impacted should be protected through the order.

### ***5.3 Other Hours worked (Overtime/Unsocial Working Hours)***

The Union suggests that the following (existing) premium payments be paid in respect of overtime/unsocial working hours as follows.

- Hours worked between normal finishing time and Midnight Monday to Friday inclusive should be paid at time plus a half.
- Hours worked between Midnight and normal starting time Monday to Friday should be paid at Double time.
- The first four hours worked on Saturday, where work commences any time between 7am and 9am shall be paid at time plus a half. All other hours worked on a Saturday should be paid at double time.
- All hours worked on a Sunday should be paid at double time
- All hours worked on Public Holidays should be paid at double time plus an additional day's leave.

### ***5.4 Shift Pay***

The industry relies on the current agreement for a “special late start” shift arrangement to facilitate short term arrangements for multiple shifts. This shift pattern has been successful in achieving deadlines on project work and helped increase labour capacity on sites when needed. It was also a large feature of combined efforts to allow for alternative work patterns that facilitated the re-opening of work sites in line with Government/NPHET Covid-19 restrictions. Connect Trade union supports the need for the inclusion of this work pattern in a Sectoral Employment Order and the existing rates of remuneration associated with it as follows.



- When starting time is before 1.00pm – 8 hours (worked consecutively) should be paid at time plus a quarter. Additional hours worked should be paid at time plus a quarter by the appropriate overtime premia (i.e. hours worked from 8pm until 12am at time plus a quarter by time plus a half. Additional Hours worked after midnight should be at time plus a quarter by double time).
- When starting time is after 1.00pm – 8 hours (worked consecutively) should be paid at time plus a third. Additional hours worked should be paid at time plus a third by the appropriate overtime premia (i.e. hours worked from 8pm until 12am at time plus a third by time plus a half. Additional Hours worked after midnight should be at time plus a third by double time).
- All breaks to be payable during either of the above shifts.

### **5.5 Annual Leave**

Currently the sector provides for 21 days paid annual leave to be taken as agreed with Employers (some guidance may be taken from the CIF Construction and the ICTU/Construction Unions yearly calendar). According to a Eurofound study ([https://www.eurofound.europa.eu/sites/default/files/ef\\_comparative\\_analytical\\_report/field\\_ef\\_source\\_documents/ef1726 - developments in working time 20152016.pdf](https://www.eurofound.europa.eu/sites/default/files/ef_comparative_analytical_report/field_ef_source_documents/ef1726_-_developments_in_working_time_20152016.pdf)), Ireland is amongst the lowest European countries with regards to paid annual leave for workers.

The Union proposes that an additional day of paid leave be provided for and that the total amount of paid leave of 22 days be protected by the Sectoral Employment Order.

### **5.6 Travelling Time**

Travelling time has been a feature of the industry agreements from the outset. The need for Employers to be able to dispatch their labour force across the industry reflects the transient nature of the business. It is not true to suggest that Travel Time is “paying workers to go to work” when in fact travel time applies only where workers, Journeymen by name and by nature, are required to travel to someone else’s (a client of the Contractor) place of work to carry out duties and the agreed distance from their usual place of work (referred to as a “Shop”) merits such a payment. These distances often create a requirement for a worker to stay away from home or travel a significant distance as part of their day.

By agreement (in 1997) payments made in respect of the 0-4 miles travel time from the base were incorporated into the rate of pay (along with tool and meal allowances) therefore enshrining travel time as a payment i.e., when a contractor pays the rate of pay, they are paying the very minimum of travel time.

Individual arguments that “Travel Time” is not paid within the sector is not a true reflection of the industry behaviour. Contractors (members of recognised representative bodies and

individual companies), Labour Agencies and Sub-contract outfits currently provide this entitlement to workers in the sector. In fact, many will argue that workers have left one employment to seek sites where greater payments of this entitlement are to be found.

It is true to say that non-compliance may exist but that could be said about any term & condition of employment or legal obligation, but not applying something does not enable us to deny its existence **(for example; not paying tax does not mean that you are not obliged to do so)** Our members receive travel time/country money at the appropriate value, in most employments and where they do not receive such entitlements we tend to find that they most likely have other difficulties with their rates of pay, provision of pension, sick pay and death-in-service benefit scheme or other employment related issues. The fact that an employer does not apply an entitlement (whether protected by legislation or agreement) is the very argument for inclusion within a sector employment order.

Unlike the Construction Sector and Mechanical Contracting Sector where travel time has been paid from central locations in limited areas of the Country, travel time has always been paid across this sector, from the place of employment (wherever that may be across the Country) and therefore provides a **Universal** approach to the payment of travel time (similar to that of overtime payments i.e., they are only paid where the need arises but when they are paid it is done so in a uniform structure).

In accordance with the provisions of the Terms of Employment (Information) Act 1994, each employee should receive a written statement outlining:

*“(b) the address of the employer in the State or, where appropriate, the address of the principal place of the relevant business of the employer in the State or the registered office (within the meaning of the Companies Act, 1963 ),”*

In the context of the agreements thus far, the place of employment has always been referred to as the “shop” and travel time payments currently made as part of the collective agreement are as follows.

“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
- Over 11 miles - A weekly payment referred to as "Country Money"

While payment of travel time applies across the sector, its application can be subject to the geographic location of a given project.

### ***Travel time in a Sectoral Employment Order***

The 2015 Act makes very clear provision for traveling time (when working away from base) and above all sectors, the Electrical Contracting Sector requires workers to almost always work away from their base (where an employee is directed to work in their base or a distance less than 4 miles, they do not receive additional travel time payments).

The 2015 Act at 16(2) (b) specifically advises that the Court should have regard to "*the terms of any relevant national agreement relating to pay and conditions for the time being in existence*". It is a fact that travelling time is a condition of employment within this sector as agreed by the employers and the Union. It is respectfully submitted that the inclusion of paid travelling time in an SEO for the sector is appropriate under the provisions of the Act.

Furthermore, a failure to include travelling time will give rise to Employers (who have always indicated a desire to abolish travel time), arguing that "if it is not in an SEO we shouldn't have to pay it". In consideration of "industrial peace" that may be achieved through the enactment of a Sectoral Employment Order we urge the Court to take this opportunity to protect this existing condition of employment. To date this matter has not been considered in the same context as an hourly rate of pay. Connect Trade Union contend that there is no just argument for excluding travel time/country money from a Sectoral Employment Order given that the mechanism for determining such a payment is based on the principles of Universal application in the same manner as overtime i.e., when it applies it applies to everyone in the same way.

With that in mind we respectfully request that the Court consider the inclusion of the following proposal on Travel Time.

***Union Proposal (based on the existing terms) in relation to travelling time.***

“Where within a distance of 11 miles by road from the shop, an Electrician (Apprentice) 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
Over 11 miles	- Payment of €50 per day as “Country Money” for each of 7 days worked in the week.

*It should be noted that the only cost increasing factor of this proposal is in relation to the payment of country money.*

***5.7 Pensions, Sick Pay and Death-in-Service Benefit***

Workers in Ireland across varying sectors quite often enter employment where participation in a prescribed pension scheme is mandatory and the provider is nominated. Within the Electrical Contracting Sector this has been the Construction Workers Pension Scheme. For decades, it has been a normal and desirable practice in the sector to have Electrical workers enrolled in this Pension, Sick Pay & Death-in-Service Benefit Scheme. The sector in question is physically demanding by nature, is a transient employment and is impacted (positively or negatively) by economic influences beyond its own control. Workers within the industry are considered extremely fortunate if they escape without some period of unemployment within their working lifetime and the current scheme seeks to address all these issues in the context of continued service provision. Personal health & well-being do not feature highly enough on the list of priorities within the sector and workers along with their loved ones very often feel the impact of life spent in Contracting.



The security brought about by an additional pension payment is often second to the need for Sick Pay or even Death in Service Benefit which is relied upon by the worker and her/his dependants. The inclusion of the Pension, Sick Pay & Death in Service Benefit Scheme is of benefit for all stakeholders of the sector but also offers a social benefit that reaches beyond just the sector.

Connect Trade Union wish to nominate the existing scheme (CWPS) for inclusion within a Sectoral Employment Order based on the following proposed structure of the Scheme (See Appendix 7.). Connect Trade Union also proposes that the rates of pension contribution, sick pay & death-in-service benefit cover be provided for the lifetime of the SEO at the rates outlined within this submission.

In the event that an order allows for more than one provider of these benefits, the Union requests that all contributions, structures and benefits as outlined within this submission be mandatory to ensure the workers entitlement is protected.

### **5.7.1 Pensions**

Historically the contributions to the pension scheme have been based on a % (4.2% Employer Contribution and 2.8% Employee contribution) of the average construction sector rates of pay, however this has impacted negatively on the contribution rate for electricians for example: in 2011 a 7.5% pay cut in the construction industry rates of pay resulted in a reduction of the pension contribution rate for the Electrical Contracting Sector. The link between the Electrical Contracting Sector and the pension contributions (while based on the construction sectors) is not reflective of the needs of our members within the Electrical Contracting Sector. In short, workers in the Electrical Contracting sector should have direct influence over the value of their pension contributions (considering the fact that these are “deferred” earnings) and the contribution value should be a direct % of the average rate of pay within the Craft sector. Connect Trade Union is not aware of any other sector that allows for pension contributions to be determined by a completely different industry or sector.

With this in mind, Connect Trade Union request that the Labour Court establish a Sectoral Employment Order that provides the following level of contributions (based on 7% of the basic rate outlined in Tables A & B below).

**Table B. Proposed Daily rates for Pension Contributions.**

<b>Employer Contribution</b>	<b>Employee Contribution</b>	<b>Combined Contribution rate</b>
Daily rate of €8.19	Daily rate of €5.46	Daily rate €13.65

**Table C. Proposed Weekly rates for Pension Contributions.**

Weekly rate (5 day)	€68.25
Weekly (6 day)	€81.90
Weekly (7 day)	€95.55

*Note: It is understood by Connect Trade Union that any future changes to the Employer/Employee contribution rates would come only through future applications to vary the Sectoral Employment Order.*

### **5.7.2 Sick Pay**

Connect Trade Union proposes that a worker to whom a Sectoral Employment Order relates, should be entered by her/his employer into a sick pay scheme, the terms of which include both employer and employee contribution rates into the scheme.

The minimum Sick Pay Contribution rates for employers and workers should be set at the following levels: -

**Table D. Proposed Sick Pay Contribution rates.**

<b>Employer Contribution</b>	<b>Employee Contribution</b>	<b>Total combined Contributions</b>
€1.34 per week or part thereof	€0.67 per week or part thereof	€2.01 per week or part thereof

### **5.7.3 Death-In-Service Benefit**

Connect Trade Union proposes that a worker to whom a Sectoral Employment Order relates should be entered by his/her employer into a Death-in-Service Benefit scheme the terms of which include both employer and employee contribution rates into the scheme.

Contributions to the Death-in-Service Benefit Scheme should be set at the following levels:

**Table E. Proposed Death-in-Service Benefit Contribution rate.**

<b>Employer Contribution</b>	<b>Employee Contribution</b>	<b>Total combined Contributions</b>
€1.17 per week or part thereof	€1.17 per week or part thereof	€2.34 per week or part thereof



*Note; Connect Trade Union suggests that a Worker **must** be entered into the Pension/Sick Pay and Death-in-Service Benefit Scheme upon entry to the sector at any stage beyond 15 years of age and until such time as the individual reaches their retirement age from the age of 65 years to the national retirement age (as may vary).*

A member of the scheme should retain the right to retire at age 65 years. Should they continue to work in line with the National Retirement age, payments of contributions in respect of Pension/Sick Pay and Death-in-Service Benefit Scheme should continue to be paid.

## **6. Disputes Resolution Procedure**

Connect Trade union would propose the following disputes resolution procedure be applied for matters related to the Sectoral Employment Order: -

If a dispute occurs between workers to whom the SEO relates and their employers no strike or lock-out, or other form of industrial action shall take place until the following procedures have been complied with.

### **Individual Dispute**

- a) The grievance or dispute shall in the first instance be raised with the employer at local level with a requirement to respond within 5 working days. Notice in writing of the dispute shall be given by the individual concerned or his/her Trade Union to the relevant organisation representation employers or to the employer directly.
- b) If a dispute is not resolved it shall be referred to the Adjudication Service of the WRC.
- c) Either party can appeal the outcome of the Adjudication Service to the Labour Court

### **Collective Dispute**

- a) The grievance or dispute shall in the first instance be raised with the employer at local level with a requirement to respond within 5 working days. Notice in writing of the dispute shall be given by the workers concerned or their Trade Union to the relevant organisation representing employers or to the employer directly.
- b) If a dispute is not resolved it shall be referred to the Conciliation Service of the WRC.
- c) If the issue remains unresolved, it shall be referred to the Labour Court for investigation and recommendation.

## **7. Conclusion.**

Through our application, submission and if required, testimony, Connect Trade Union have demonstrated that a Sectoral Employment Order for the Electrical Contracting Sector would benefit all stakeholders in delivering certainty around

1. the economic demands of operating in the sector (in the context of labour costs),
2. the stability of having assured rates of remuneration (including travel time/country money) that apply to all workers in the sector,
3. the assurances and protections of a Pension, Sick Pay & Death in Service Benefit Scheme for all workers in the sector,
4. Universal application,
5. Harmonious Industrial Relations & Industrial peace under pinned by a disputes procedure for all elements of the Sectoral Employment Order.

In seeking an order for the period of 18 months, we have taken into account the time frame required in the future to bring about change (by prospective applicants of Employers or the Union), the reliance on the Houses of the Oireachtas in the process, the need for the Industry to adjust to any cost related changes and the value, certainty of income can bring to workers in the sector.

The Union believes that the strength of the sector at this point in time means that it needs such an order because if we are to continue to attract the highest standard of Craft Worker through our apprenticeship system, returning emigrants or attracting foreign workers, we must be able to offer security through 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.

The enactment of a Sectoral Employment Order will afford protections for all stakeholders (in respect of the provisions of an Order) where issues that would have previously led to an industrial dispute can be resolved through the use of the State Industrial relations Machinery. As the sector (and the economy) emerges from the effects of Covid-19 with a very positive outlook for the coming years, the value of Industrial Peace cannot be overstated.

Connect Trade Union respectfully requests that the Labour Court consider the points raised within this submission in respect of remuneration (including travel time etc.) and provision of Pension, Sick Pay and Death-in-Service Benefit Scheme