

Submissions to the Labour Court

Both parties to a dispute must prepare a written submission of their positions in relation to the dispute before the hearing. These submissions will form the basis of the Court's investigation of the dispute at the hearing so it is important that they be clear and comprehensive, yet concise. Examples of submissions are given below.

In industrial relations, 6 copies of the written submissions must be delivered to the Labour Court, by post or by hand (i.e. not by fax) **not later than seven working days before the date of the hearing.**

Parties are advised that recommendations of the Labour Court are published on its website.

Guidelines to preparing submissions

- Address to Chairman and Members of the Labour Court
- State Background
- Summarise Dispute
- State own position re. resolution of dispute
- Include copies of relevant back-up documentation as an appendix

Address:

The submission should be addressed to the Chairman and Members of the Labour Court.

Background:

A brief description of the issue in dispute together with relevant information on the background to the dispute, the nature of the business (including, where appropriate, its trading/financial position), the history of the worker(s) should be set out at the beginning of the submission.

Summary of dispute:

The submission should then give a summary of –

- how the dispute arose, and
- the position of the party in relation to the dispute.

Proposed solution to dispute:

The submission should conclude by stating the opinion of the party as to how the dispute should be resolved. Copies of any back-up documentation referred to in the submission, or on which the submission could rely, should be attached to the submission as an Appendix.

TWO EXAMPLES OF SUBMISSIONS

SAMPLE SUBMISSION 1

Issue

Employer wishes to install and operate video surveillance cameras in the workplace.

Union objects to proposed use of cameras to film workers while at work.

SUBMISSION OF THE EMPLOYER

Introduction:

Chairman, Members of the Labour Court.

Background:

This case concerns the introduction of security cameras at our plant. The company, which is engaged in food processing, employs 250 people at this plant, 50% of whom are affected by this case.

Summary of dispute:

1. The accident record at our plant has been unacceptable for some time. Despite safety measures put in place by the company (consisting of safety awareness campaigns, safety training of supervisors and upgrading of protective equipment), the record remains poor.
2. The claims for compensation arising from these accidents (details provided separately to the Court on a confidential basis), and the suspicion (held by the company and its insurers) that some injuries have been self-inflicted to obtain compensation, have led to our insurers stipulating that they will not renew our employer's liability insurance unless video surveillance cameras are installed in the production area.
3. The company cannot responsibly operate without valid employer's liability insurance and must therefore comply with the condition imposed by its insurer in order to renew its insurance.
4. The issues were discussed with the union but the union did not agree to the installation of the video cameras in the production area (the union did, however, agree to the positioning of cameras in certain non-production areas, as an anti-theft measure).
5. The dispute was referred to the Workplace Relations Commission but agreement could not be reached.

Our case:

1. The use of video surveillance cameras is an increasingly necessary phenomenon in modern life; by accepting their use in the non-production areas the union have indicated that they are not opposed to their use in principle.
2. The company does not propose continuous monitoring of the video tapes but rather to examine them only where an incident has occurred.
3. The company must have employers' liability insurance to operate and the insurers have refused to renew cover unless the cameras are installed.
4. The union has proposed no viable alternative to this proposal.

Conclusion:

We respectfully request that the Court, in its Recommendation, supports the position of the company.

SUBMISSION OF THE UNION

Introduction:

Chairman, Members of the Court

Background:

This dispute concerns the company's wish to film our members while at work using video surveillance cameras, to which we object.

Summary of dispute:

1. In August 2018 the Union learned, through its shop stewards, that the company were in the process of installing video cameras throughout the plant. No prior consultation with the Union took place.
2. In September 2018 the Union wrote to the company outlining our opposition to the installation of the cameras, both in principle and in the fact that the company has taken this decision in a unilateral fashion.
3. Irrespective of our opposition, the company has indicated that it intends to proceed with the installation of the cameras.
4. We then had no option but to advise the company that the Union would have to consider balloting its members on appropriate industrial action.
5. The company then agreed to have the issue referred to the Workplace Relations Commission and the Union agreed that cameras could be installed, as an anti-theft measure, in nonproduction areas.
6. A Conciliation Conference was held at the Workplace Relations Commission on 3rd October 2018 but no agreement was reached.

Our case:

1. As the company have now improved safety standards, the accident rate has decreased in recent months. There is, consequently, no justification for the installation of the cameras.
2. There is no proof that any workers have inflicted deliberate injuries; the implication of filming our members while working is that some of our workers have been involved in criminal activity.
3. By agreeing to the operation of cameras in the non-production areas, the Union has agreed to a reasonable compromise.
4. It is the job of Supervisors to monitor the activities of the workers.
5. The Union recognises that the company needs to cut down on compensation claims but does not accept that the filming of all our members while at work is justified.

Conclusion:

We request the Court, in its Recommendation, to support our position.

SAMPLE SUBMISSION 2

Issue:

Union is claiming a 6.5% increase for its members arising from proposed work re-organisation.

Employer rejects the claim on the basis that it is in contravention of a company/union agreement.

SUBMISSION OF THE UNION

Introduction:

Chairman and Members of the Labour Court

Background:

The company proposes to implement change in job functions and responsibilities of our members. Our members are not prepared to implement this change without compensation.

Summary of dispute:

1. The employer proposes to introduce very significant change and re-organisation affecting the members of the Union. Job functions and responsibilities are to be amalgamated and changed, new systems are to be introduced, and there is to be an overall reduction in job numbers of about 8.5% (details of exact changes detailed separately).
2. As the company would not agree to an across the board salary increase to compensate workers for the re-organisation and change, a conciliation conference was held at the Labour Relations Commission on 24 September 2018. No agreement could be reached at the LRC.

Our case:

Arising from a reduction in the overall number of posts, and increased efficiencies, substantial cost savings will accrue to the employer arising from these changes. Given the extent of the envisaged changes, the impact on the workers, and the considerable savings to the company, it is reasonable for the workers to have an expectation of benefiting from those savings. It is on this basis that 6.5% increase in salary is being claimed.

Conclusion:

The Court is requested to find in favour of the workers' claim.

SUBMISSION OF THE EMPLOYER

Introduction:

Chairman and Members of the Labour Court

Background:

The claim by the union of a salary increase for its members is in contravention of the Company/Union Agreement which states that the workers concerned will accept and operate change/re-organisation and can then request an independent evaluation of their jobs which, depending on the outcome thereof, may or may not result in a re-grading with consequent adjustment in salary.

Summary of dispute:

1. Following extensive negotiation and consultation with the union, a Company/Union agreement was concluded 2 years ago (copy of agreement is attached).
2. According to the agreement, where the employer needs to re-organise the work, the workers will accept the revised arrangements and can subsequently seek to have their jobs independently evaluated to ascertain whether re-grading with attended salary revision is warranted.
3. In order to obtain union buy-in to this agreement, significant concessions with regard to grading structures and salary scales were conceded by the company.
4. Notwithstanding this, the union are now claiming compensation for change.

Our case:

1. The company will abide by the terms of the Union/Company Agreement and will agree to any requests for independent job evaluations as provided for in the Agreement.
2. The premise behind the Agreement is that because the company operates in a rapidly changing marketplace, it needs to be able to quickly adapt operationally in order to meet the challenges it faces. The workers, by accepting the Agreement, agree to change in return for guaranteed job evaluations on request.
3. The Agreement provides for a transparent and orderly approach to pay determination.
4. The company cannot agree to the Union's claim for an across the board increase for its members as, apart from any other considerations, this would be in contravention of the Agreement.

Conclusion:

The company respectfully requests the Court to uphold, in its Recommendation, the terms of the Company/Union Agreement and reject the Union's claim.