

Ceardchumann Cónasc
6 Gardiner Row, Dublin 1.

01 8747047
01 8747048
info@connectunion.ie
www.connectunion.ie

connect

Paddy Kavanagh *General Secretary/Treasurer*



Connect Trade Union Submission

**In respect of the Examination into Terms and Conditions
in the Electrical Contracting Sector pursuant to section
15 of the Industrial Relations (Amendment) Act 2015.**

**Submitted by,
Brian Nolan
Assistant General Secretary
Connect Trade Union**



**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. It is our intention to satisfy our obligations as outlined under act through our application, submission and if required, oral testimony.

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.

In April 2024, Connect Trade Union made a joint application with the Employer Representatives 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 A.)

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 12,883 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 10,806 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 the Electrical Contracting Sector and are represented by Connect Trade Union. 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 dispute's 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, repair, 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.

An order shall apply to all workers who carry out the duties of Electricians and their Apprentices employed in the Electrical Contracting Industry.

This application for an SEO will not apply to;

- State employees and semi-state employees who are engaged in similar activities and are covered by other agreements
- Electricians and Apprentices who are employed directly by manufacturing companies for the maintenance of those companies' plant only.

3.2 Electrical Contractor

An "Electrical Contractor" is defined as the proprietor of a business whose main activity is 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 to establish his/her status as an "Electrical Contractor". These qualifications may be required in order for an employer to establish her/his status as an "Electrical Contractor".

Qualified Electricians who are employed as Chargehands and Foremen should also come within the scope of the Order. For the avoidance of doubt, a Chargehand is an Electrician who is in charge of two but not more than six Electricians, and a Foreman is an Electrician on site who is in charge of more than six Electricians.

3.4 Apprentice Electricians

The Apprentice must be registered with SOLAS within two weeks of commencing employment as an apprentice and must complete 7 Phases of training (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.

4. Background to the Industry terms & conditions of employment.

- 4.1 Connect Trade Union (through its previous forms of the 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, with the first agreement of its kind being signed on the 31st March 1922 with the respective Representative bodies of employers of the day. (Note; Both the ECA and AECl can be identified as signatories to the 1938 agreement and 1955 agreement respectively with the latter also being signed by the Chairman of the National Joint Industrial Committee, a forerunner to the NJIC for the Electrical Contracting Industry).
- 4.2 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.
- 4.3 On the 24th September 1990 that agreement was registered with the Labour Court (*See Appendix B.*) in accordance with the provisions of the Industrial Relations Act, 1946. Following a Supreme Court Judgement in 2013, the agreement reverted back to that of a Collective Agreement.
- 4.4 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.
- 4.5 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 albeit unregistered. 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, any act of non-compliance may lead to an industrial dispute and threat of Industrial action has increased as a result.
- 4.6 Throughout the period of registration, the wage review (Clause 25 of the agreement) was determined annually by reference to an agreed set of analogue companies lodged with the Chair of the NJIC. Following the Supreme Court decision and 8 years without a pay increase the industry returned to the negotiating table to address pay claims as served by the Union.

- 4.7 From the serving of pay claims, to disagreement, threat of/engaging in industrial action and engagement through the Industrial relations machinery of the State, pay increases have either been established under the auspices of the Workplace Relations Commission (in its various forms) or through the establishment of Sectoral Employment Orders (S.I. No. 251 of 2019 and S.I. No. 703 of 2021 both of which are now defunct).

Table A. (increases since 2016)

01/07/2016	2.4%
01/01/2017	2.5%
31/03/2018	2.5%
01/09/2018	2.5%
01/09/2019	2.7%
01/02/2022	2.8%
01/02/2023	2.8%
01/10/2023	2.7%
01/06/2024	2.7%

The current rates of pay for the Electrical Contracting Sector (from 01/06/2024) are set out below

Table B (Current hourly rates of pay)

Newly Qualified Electrician	€26.17
After 1 years' service	€26.54
After 2 years' service	€26.71
After 3 years' service	€26.84
After 4 years' service	€27.01
After 5 years' service	€27.14
Chargehand Electrician	10% above full proficiency rate
Foreman Electrician	20% above full proficiency rate
1 st Year Apprentice	€9.16
2 nd Year Apprentice	€11.78
3 rd Year Apprentice	€17.01
4 th Year Apprentice	€20.94

- 4.8 Provision of a Pension, Sick Pay & Death in Service Benefit Scheme, Travel time/Country money payments, Standard Working Hours/Overtime/After hours Calls/Special Late Start premia, Trade Union membership, Public Holidays/Annual Leave/Rest intervals entitlements, Minimum Notice, work descriptions for Electricians & Apprentices (including duties of non-Craft labour & Demarcation), Facilities, Equal treatment, PPE, Grievance procedures, Unofficial Strikes, Wage Review, Spare Time Working, Application of Shop Conditions, Tools and the provision of wages in line with agreed rates of pay (as outlined in Table B), are all terms & conditions of employment that stem from the industry agreement. Failure to comply with the provisions of this agreement continue to be the grounds for disputes, with Contractors often citing the lack of a legal obligation to comply with the agreement as justification for engaging workers on inferior terms such as Bogus Self-employed Contracts.
- 4.9 The structure of terms & conditions of employment for Electricians and Apprentices has made working in the sector not only attractive to workers but also employers and clients who need security when planning projects. During periods when the agreement was registered with the Labour Court (or specific terms were protected by Sectoral Employment Order) can be hailed as periods of our history, where industrial peace existed, and harmonious Industrial relations were to the fore. The Universal application of an agreement (in the case of the REA) or specific terms of employment (in the case of the SEO) can also be credited with influencing clients to become aware of their obligations to ensure compliance with statutory instruments. The Unions experience of Sectoral Employment Orders has been that a combination of awareness in the first instance and utilisation of the dispute's procedure has actually seen the majority of issues resolved at an early stage.

Connect Trade Union makes this submission in support of the application made jointly with the Employer Representative bodies (AECI & ECA) seeking legal protections for remuneration and provision of Pension/Sick Pay & Death in Service Benefit Scheme in order to ensure harmonious Industrial relations where possible.

5. Remuneration

To assist the Court in their examination, the following section addresses “Remuneration” and in particular as it is referred to or set out within the following sections of the Industrial Relations Amendment Act 2015

- Section 13 (a) (b) (d) (e) and (f)
- Section 16 (5) (a) (b) (c) (d) and (e)

The economic Sector is defined under Section 3.1 of this submission.

5.1 Qualifications

The qualifications required within the sector originate from the registration of a worker as an apprentice within the statutory apprenticeship programme (*in accordance with the Industrial Training Act 1967*) leading to the statutory qualification as an Electrician. The transferable skillset and knowledge base of these workers will be relied upon by Contractors who will (by choice of their own individual business model) range from small to medium to larger enterprises and all of whom will rely upon the worker to carry out their work to the highest standards. This skillset will also service the needs of industry domestically and internationally.

5.2 Apprentices

The Apprentices rates of pay have historically been set out as a percentage of the basic qualified Craft Workers hourly rate of pay. This hourly rate of pay is set for each year of the apprenticeship and increases on the anniversary of registration (*with SOLAS in respect of the statutory apprenticeship programme*) with progression to the basic craft rate, only applicable upon successful completion of the apprenticeship and issuance of the qualifications (*National Craft Certificate or equivalent*). At present both the first-year apprentices’ rate of pay and the second-year apprentices’ rate of pay are below that set by the National Minimum Wage legislation. Having evolved from an indentured profession to a paid employment, the rationale once used to entice employers to employ a young worker/school leaver as an apprentice no longer has merit as they are now sought after by various industries. Apprentices are a vital part of any enterprise in the Electrical Contracting Sector and many of them enter the statutory programme at an older age (*according to figures issued by SOLAS for year end 31st December 2023, circa 41% of all apprentices registered are 20 years of age or older*).

Since 2014, these Apprentices have also been saddled with the additional costs of the Student Charges whilst attending off-the-job phases of training.

While the Department of Further & Higher Education, Research, Innovation, and Science continue to launch initiatives to promote apprenticeships, low pay is one issue considered as a deterrent for mature apprentices.

Connect Trade Union have been promoting the application of the Minimum Wage Act in respect of apprentices (*where hourly rates fall below those set by the National Minimum Wage*) across all sectors. It is the Unions contention that the enactment of a Sectoral Employment Order affords the sector the ideal opportunity to correct this imbalance.

Connect respectfully asks the Court to consider that the hourly rate of pay for the first and second year of apprenticeship be equal in value to the National Minimum Wage which is currently €12.70 per hour as outlined in Table C (See 5.4 Hourly Rates of Pay).

5.3 Application of a Sectoral Employment Order.

Electricians must undertake the exact same apprenticeship programme and choose employment where their skills are the product being sold to clients. To consider exempting workers based on the size of the company that employs them would create at least a two-tier system, which during a skills shortage such as we face now, would result in the skilled labour migrating to the employment with the best terms & conditions potentially at the expense of much needed projects (such as housing, infrastructure, education etc.)

In fact, there is no precedent for minimum rates of pay being referenced to the size of an enterprise. Any attempt to divide the economic sector into subsections **for the avoidance of the terms of a Sectoral Employment Order** would actually seek to undermine all workers and the sector for whom this application relates.

Universal application would ensure that workers can secure equal terms for equal work to ensure that qualified labour would be available through-out the sector and regardless of which jurisdiction they or the employer comes from.

The Union believes that the current strength of the sector 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 Sector.

The Sectoral Employment Order sets out the minimum terms to have legal effect and therefore an employer is free to offer terms in excess of those prescribed within a Sectoral Employment Order.

5.4 Hourly rates of Pay (Rationale for pay increases in 2025/26).

The fundamental objective of collective bargaining is to maintain and improve the living standards and the conditions of employment of workers. In making the application for an examination of the sector the Union is fully aware that the control that we have in free-collective bargaining (for terms to be covered by the SEO) will be off-set in pursuit of legal protections. Therefore, Table C includes proposed increases of 3% annually for 2025 and 2025 for consideration of the Court during examination. The rationale behind the percentage claims is outlined as follows;

Since 2015 the sector has grown from strength to strength meeting every challenge (including the Covid Pandemic) head on. The workforce is now at levels greater than those during the “Celtic Tiger” with unemployment at 4.2% in June 2024 (Ref, CSO <https://www.cso.ie/en/releasesandpublications/ep/p-mue/monthlyunemploymentjune2024/>)

With housing/accommodation development (public & private), schools, hospitals and other infrastructural projects on the Governments priority list and Pharmaceutical/Agri-

food/Data-Centre and Manufacturing the priority of Foreign Direct Investment, the sector is operating at full speed.

With a skills shortages identified as a big issue for all craft reliant industries, the ability to attract and retain Workers and Contractors to this Sector is a real priority.

Competing with the cost of living remains an issue for workers in the sector as referenced by the Nevin Economic Research Industry in their “Congress Guidance for Private Sector Union on Pay Bargaining in 2024” document which states that “.....nominal wages will likely need to grow in the region of 3% in 2024 (**and over 5% in the next two years**) if they are keep pace with the cost of living. Only nominal wage increases beyond this level will represent actual real wage increases, while smaller nominal increases imply declining real wages.” (See Appendix C.)

While the proposed increase of 3% for each year is less than the suggested amount by NERI, the Union feels that taking into account the manner in which pay has increased since 2016 (an average of 2.6% per annum) and the direction the industry is heading, that 3% is a modest and realistic increase that should be acceptable to all parties.

Connect Trade Union proposes the following rates of pay be applied in a Sectoral Employment Order as follows,

Table C – Proposed rates of pay within a Sectoral Employment Order

	Current rates from 01/06/2024	From 01/08/2025 3% increase	From 01/08/2026 3% increase
Weekly/ Biweekly Earnings	€26.17	€26.76	€27.35
After 1 years' service	€26.54	€27.33	€28.15
After 2 years' service	€26.71	€27.51	€28.33
After 3 years' service	€26.88	€27.69	€28.51
After 4 years' service	€27.01	€27.82	€28.65
After 5 years' service	€27.14	€27.95	€28.79
Long-termity rates	10% above full-time hourly rate	10% above full-time hourly rate	10% above full-time hourly rate
Improvement rates	10% above full-time hourly rate	10% above full-time hourly rate	10% above full-time hourly rate
1 st Year Apprentice	€9.16 (35% of Basic Craft Rate)	€12.40 (35% of Basic Wage)	€13.02 (35% of Basic Wage)
2 nd Year Apprentice	€10.13 (40% of Basic Craft Rate)	€13.40 (40% of Basic Wage)	€14.00 (40% of Basic Wage)
3 rd Year Apprentice	€11.09 (45% of Basic Craft Rate)	€14.40 (45% of Basic Wage)	€15.00 (45% of Basic Wage)
4 th Year Apprentice	€12.04 (50% of Basic Craft Rate)	€15.40 (50% of Basic Wage)	€16.00 (50% of Basic Wage)

The above rates highlighted in green represent the following

1. A Minimum hourly rate of pay i.e. Newly Qualified Electricians rate
2. 2 higher hourly rates of pay i.e. after 3 years' service and after 5 years' service
3. Apprentices' hourly rates of pay incorporating a move to the National Minimum Wage for 1st and 2nd years from 2025.
4. Chargehands and Foremen rates of pay.

5.5 “Remuneration” means basic pay and may include pay in excess of basic pay in respect of –

(a) **Shift work**,

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 during the Covid pandemic.

Connect Trade Union supports the need for the inclusion of this work pattern in a Sectoral Employment Order **and proposes** the existing rates of remuneration associated with it as follows.

- When starting time is before 1.00pm Monday to Friday – 8 hours (worked consecutively) shall be paid at time plus a quarter. Additional hours worked shall 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 shall be at time plus a quarter by double time).
- When starting time is after 1.00pm Monday to Friday – 8 hours (worked consecutively) shall be paid at time plus a third. Additional hours worked shall 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 shall be at time plus a third by double time).
- If applied on Saturday/Sunday or Public holiday then the appropriate shift premia is paid by the overtime rate (i.e. time plus a quarter or time plus a third by double time)
- All breaks to be payable during either of the above shifts

(b) Piece work

This is not a feature of the current agreement, and no request is made in respect of this.

(c) Overtime and (d) Unsocial hours worked.

“Overtime” means any hours worked in the excess of normal hours;

The normal working hours within the sector can be described as follows,

- 39 hours worked Monday to Friday
- 8 hours (consecutive) worked between the hours of 7am and 5pm Monday to Thursday and 7 hours (consecutive) worked between the hours of 7am and 4pm on Friday (taking into account the relevant rest periods)
- 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.

While section 13 refers to the inclusion of “Overtime” in a Sectoral Employment Order as opposed to normal hours, I propose that the Court consider the description of normal working hours above as background information and consider the inclusion of overtime as outlined below under the heading Remuneration (c) overtime.

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

- Hours worked between normal finishing time (not later than 5pm Monday to Thursday and 4 pm on a Friday) and Midnight Monday to Friday inclusive shall be paid at **time plus a half.**
- Hours worked between Midnight and normal starting time Monday to Friday shall 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 shall be paid at **double time.**
- All hours worked on Public Holidays shall be paid at **double time plus an additional day’s leave.**

(d) Hours worked on a Sunday

Connect Trade Union proposes the following:

- All hours worked on a Sunday shall be paid at **double time** unless covered by shift work as referred to in point (a) i.e. shift premia by double time.

(f) Travelling Time (when working away from the base)

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 and/or travel several times within the given work 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. *(Please note; the Mechanical Engineering Building Services Contractors Agreement followed this logic and consolidated the first hour of their travel time arrangements into the hourly rate in 2011).*

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, not out of benevolence, generosity or any other act of kindness. It is paid as an agreed term & condition of employment that would otherwise lead to a dispute and/or a migration of workers from one employment to another that pays travel time. In fact, many Contractors will often argue that workers have left one employment to seek sites where greater payments of this entitlement are to be found for example 1 hours travel time versus payment of country money.

It is true to say that non-compliance may exist but that could be said about any term & condition of employment or legal obligation. Where honouring an agreement fails, legal compulsion through the inclusion of such payments in a Sec oral Employment Orde is absolutely justified.

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 which become the subject of a dispute. The fact that an employer does not apply an entitlement (whether protected by legislation or agreement) is the very argument for inclusion within a Sectoral Employment Order. If left outside the scope of a Sectoral Employment Order it allows for new entrant companies to “plead ignorance” at the expense of the worker and any employer seeking to provide this basic level of remuneration.

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 on page 14 Table D.

“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:-

Table D - Travel Time Application.

• 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” with a value of €181 per week (as agreed).

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.

Arguments made by employers that they do not want travel time included is no justification for denying the existence of travel time. Travel time payments are a fundamental term & condition of the sector and should be considered no less relevant to a Sectoral Employment Order as points (a) to (e).

Connect Trade Union urges the Court to include Travel Time as outlined in Table D.

6. Pension Scheme

To assist the Court in their examination, the following section addresses “the requirements of a pension scheme and the requirements of a sick pay scheme” and in particular as it is referred to or set out within the following sections of the Industrial Relations Amendment Act 2015

- Section 14 (1) (c)
- Section 16 (5) (f) and (g)

14. (1) Subject to subsection (3)-

(c) A trade Union of workers jointly with a trade union or an organisation of employers,

May request 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.

The request related to remuneration has been outlined under the previous section.

The request related to the provision of a Sick pay and pension scheme is as follows;

For decades, it has been a normal and desirable practice in the sector to have Electrical workers enrolled in a specific 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. This can be evidenced by the existence of a scheme within the sector that precedes the 1990 Registered Employment Agreement (Construction Workers Pension Scheme). Historically the contributions to the pension scheme have been based on a fixed rate contribution which was originally a percentage of the average construction sector rates of pay. The current contributions are set out below in Table E.

Table E. (Effective from the 5th August 2024)

Standard weekly contributions	Employer Contribution	Member Contribution	Total
Pension Contribution	€30.82	€20.57*	€51.39
Death in Service Contribution	€1.17	€1.17*	€2.34
Sick Pay Contribution	€2.37	€0.63	€3.00
Standard Contribution Total	€34.36	€22.37	€56.73

Currently inclusion to the scheme is limited to workers aged 20 years to 65 years of age excluding any worker who enters the Industry from the ages of 15/16/17/18 or 19 years (typically an apprentice) or any worker who continues to work beyond the historic retirement age of 65 years. This effectively denies these workers from employer pension contributions (deferred earnings), Death-in-Service benefit and Sick pay. Connect Trade Union suggests that a Worker (as defined within the Industrial Relations Act 1990 Part iii (23) **must** be entered into the Pension/Sick Pay and Death-in-Service Benefit Scheme upon entry to the sector at any stage from 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). It is the Unions contention that to exclude any worker within the sector, based on a minimum or maximum age would give rise to potential claims, as both the Employment Equality Act and the European Equal Treatment Directive (*Council Directive 2000/78/EC of 27 November 2000 establishing a general framework for equal treatment in employment and occupation*) prohibit the discrimination and exclusion of workers based on age.

Connect Trade Union accepts that access to suitable schemes for workers aged 15 years may not be a feature at present (*please note that workers in the Construction Sector are admitted to schemes from the age of 18 years*) and therefore there would be an obvious difficulty for employers to comply with this proposal immediately. However, it is our understanding that schemes are willing and capable of adapting to incorporate these contributors.

With that in mind **Connect Trade Union proposes** that the current terms of Pension, Sick Pay & Death-in-Service Benefit Scheme be provided for the existing contributor ages of 20 years to 65 years of age upon enactment of a Sectoral Employment Order and that any scheme providing these benefits should include all applicable workers (*aged 15 years 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*) by a defined future date recommended by the Labour Court but preferably not later than 6 months from the date of enactment. It is also our understanding that schemes currently allow workers to make contributions beyond the current age of 65 years.

Connect Trade Union also proposes that pension contributions (both employer and employee) should only increase in line with the % increases associated with wages rates as prescribed by any legally binding Sectoral Employment Order.

In addition, **Connect Trade Union proposes** that any Scheme that seeks to provide these benefits to workers (based on their personal contributions) should facilitate a worker representative for governance over worker contributions and investments.

6.1 Death-in-Service Benefit

Connect Trade Union proposes Death-in-Service Benefit should also be a feature of the pension scheme, the terms of which include both employer and employee contribution rates into the scheme (see Table E). The benefits should reflect those currently within the sector as outlined below in Table F.

Table F. (Death-in-Service Benefits)

- *A Death-in-Service Benefit of €100,000*
- *The value of the members account made payable to the next of kin of a deceased member, provided all contributions due in respect of the member are paid up to the date of death*
- *An additional €5000 for each child is payable*

6.2 Sick Pay Scheme

Connect Trade Union proposes that a worker to whom a Sectoral Employment Order relates, shall 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 (see Table E). The application of a sick pay scheme would comply with the provision of Statutory Sick pay as outlined in the Sick Leave Act 2022. The minimum Sick Pay made available through a sick pay scheme should reflect those set out in Table G. below with costs outlined in Table E.

Table G. (Sick Pay)

- Sick Pay benefit applies from the 4th day of illness
- The benefit for the 4th, 5th, 6th, 7th and 8th day of illness is paid at a rate €125 per day
- The benefit from the 9th inclusive is paid at a rate of €50 per day
- A maximum of 50 days benefit is payable in a calendar year
- All benefit payments are subject to Medical Certification in line with those accepted by the Department of Social Protection

7. Disputes Procedure.

Connect Trade Union propose the following disputes resolution procedure be applied in relation to the resolution of a dispute concerning the terms of a sectoral employment order as referred to in Section 16 (6) of the Industrial Relations (Amendment) Act 2015.

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. All sides are obliged to fully comply with the terms of the dispute's procedure.

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 her/his 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 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.

Conclusion

Connect Trade Union respectfully requests that the Labour Court take into consideration the contents of this submission and in particular the proposals re; inclusion in a Sectoral Employment Order.

End.