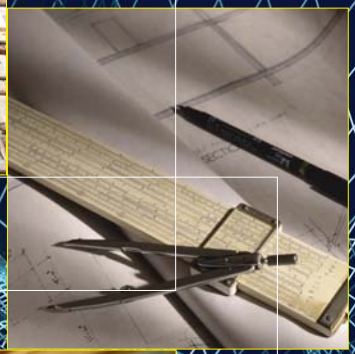
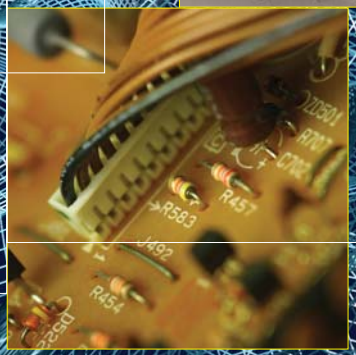
SHOP STEWARD RESOURCE MANUAL





TECHNICAL ENGINEERING & ELECTRICAL UNION

TEEU

FORWORD

Congratulations on being elected by your follow workers to represent them as their Shop Steward at your workplace.

The TEEU - National Executive Council (NEC) has designed and published this Resource Manual as part of the union's commitment to our Shop Stewards structure and to ensure that you have the necessary resourses to carry out your function.

While this Resource Manual may not address all the issues you are likely to encounter as a Shop Steward we trust you will find it useful. The Manual has sections for example covering your Role as a Shop Steward, our History, Communications, Negotiations, Handling Members' Problems at Work, Employment Law, Health & Safety, Apprenticeship Charter and other useful information.

We will continue to update this manual by adding additional relevant information.

The TEEU will continue to provide you with advice and support through your Branch, Regional Office and Full-Time Official.

I hope you will find this Resource Manual a useful tool while carrying out the important Role and Responsibilities as a Shop Steward.

Owen Wills

Owen Wills
General Secretary

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SECTION 1

A Proud Tradition

A PROUD TRADITION …

THE Technical Engineering and Electrical Union was founded in 1992 but its roots go back to the early days of craft unionism in Ireland and the country's fight for independence. In fact it was in response to efforts by the country's first Minister for Labour, Countess Markiewicz, to create strong Irish trade unions that some 7,000 mechanical fitters, electricians, brassfounders, engineers, factory, foundry, shipbuilders and other workers left their British based organisations, or agreed to amalgamate existing local unions to establish new Irish craft based unions. One of the most important of these was to become the Irish Engineering Industrial Union (IEIU), although initially it was also referred to as the Irish Engineering, Shipbuilding and Foundry Union (IES&FU).*

The oldest constituent of the IEIU was the Dublin United Brassfounders, Finishers and Gasfitters Society, which dated back to 1817, but had never bothered to register as a trade union.

The new body was set up on May 15th, 1920, and its first headquarters was at 6 Gardiner Row, Dublin, which was also a base from which the Dublin Brigade of the IRA and Michael Collins' headquarters intelligence section operated.

Even before the establishment of the new Irish state, the union negotiated the first working rule agreement with the Dublin Master Building Trade Employer's Association. This became the predecessor of the National Joint Industrial Council for the Electrical Contracting Industry (NJIC) which has negotiated minimum rates for the sector ever since. The first rate, negotiated on March 31st, 1922, was 1s 10d (11.4 cent) an hour for a basic 44 hour week.

The patriotic rush to amalgamate proved premature and by 1923 a large number of electricians had decided to break away and form the Electrical Trades Union (Ireland), to distinguish it from the British ETU, which many electricians had left to help form the IES&FU/IEIU. They felt electricians had not been given adequate representation in the new Irish union, although it continued to maintain an electricians' section. Soon afterwards significant numbers of foundary workers and fitters, especially at the Inchicore railway works, left the IES&FU/IEIU to form a new body that eventually became the National Engineering Union (NEU).

By 1926 the original organisation was known simply as the Irish Engineering Industrial Union. Despite the various splits, the ETU(I) and IEIU retained contact and continued to work together on bodies such as the NJIC to establish decent basic rates for craftworkers. The two unions also worked together to secure pay agreements with the new semi-state company, the ESB and, in 1931, rates were set for installation electricians that were identical to the 1s 10d an hour agreed with the Master Builders nine years earlier. However it took many years for the ESB to concede recognition to the ETU(I) to represent craftworkers in its operations division.

In 1938 the ETU(I) and IEIU managed to push rates for electrical contracting and installation in the private sector up to 2s (1.27 cent) an hour. Meanwhile they pioneered proper technical

training for apprentices, making agreements with local Vocational Education Committees long before the state became involved at national level. In 1948 the IEIU renamed itself the Irish Engineering Industrial and Electrical Trade Union (IEIETU) to reflect its continued representation of electricians.

Both unions aligned themselves with the Dublin based Congress of Irish Unions when the old Irish Trade Union Congress split in 1945. It was the president of the ETU(I) Michael Mervyn who, as president of the CIU, chaired the working group that drafted proposals leading to the reunfication of the Irish trade union movement in 1959, with the formation of the Irish Congress of Trade Unions.

Throughout the 1950s and 1960s the ETU(I), the NEU and the IEIETU grew as the economy modernised and they set the pace for pay negotiations across industry. The tough approach adopted by the three unions led to difficult relations not only with the employers, but other unions at times. While they took a strong stand against attempts by the Irish government to curb trade union autonomy and to introduce a pay freeze in the early 1970s they also worked effectively to make the various national agreements of the 1970s - and the new generation of 'social partnership' agreements from 1987 onwards - yield the maximum benefits to their members.

Recognising the need to restructure in order to meet the challenges of a constantly changing economic environment, the IEIETU and NEU began a process of negotiations in the 1960s to rebuild the dream of one union for all Irish craftworkers in the electrical, engineering and manufacturing sectors.

A joint rulebook was adopted and the National Engineering and Electrical Union (NEETU) came into being in 1966. However the practical problems involved in making the merger work proved almost unsurmountable, and the process of amalgamation was extremely protracted. It was not until 1976 that NEETU finally overcame them.

Negotiations on a merger of the ETU(I) and NEETU did not begin until 1988, but the relative ease and speed with which they were concluded - just over two years compared to the ten years it took to consumate the NEETU marriage - shows that lessons had been learnt along the way. The process was also facilitated by the long years of co-operation between the two unions at both national and local level.

The Technical Engineering and Electrical Union grew from 22,000 members at the time when members of the two respective unions voted for amalgamation in October 1991 to nearly 37,000 in 2003. It has dramatically expanded the number of sectors in which it organises, especially in electronics and telecommunications, and it has begun to address the traditional gender imbalance in the crafts by promoting apprenticeship schemes for women and their greater participation in the union.

The recent Strategic Alliance with SIPTU through the Trade Union Federation will also facilitate the expansion of the TEEU into enterprises from which it was previously excluded by single union agreements. The first concrete example of this came within a week of the signing of the TUF Articles of Association on February 20th, 2003, when the TEEU began to represent 30 craftworkers at Kerry Foods.

One thing that remains unchanged is the eternal struggle for the right of workers to effectively organise and secure a reasonable share of the country's wealth. The TEEU remains committed to that struggle.

** A large number of new unions came into being during the period from 1920 to 1924 with frequent mergers, splits and name changes that it would take too long to document here. The title Irish Engineering Shipbuilding and Foundry Union was commonly used in the early 1920s for the embyonic groups of craftworkers involved, but from 1926 the new union was known as the Irish Engineering Industrial Union.*

SECTION 2

Role of the TEEU Shop Steward

THE ROLE OF THE TEEU SHOP STEWARD

TEEU Shop Stewards and Workplace Representatives are elected by Union members and approved by the Union.

Your role is important in:

- Maintaining the vitality and democracy of the TEEU on the shop floor;
- Raising the concerns of members with the Branch, full-time Union officials and the TEEU leadership.
- Representing members with management.

Before examining your broader duties and responsibilities, we will look at how the Union empowers Shop Stewards and Workplace Representatives in the TEEU rules.

A member seeking election as a Shop Steward is required to be committed to the objectives and rules of the Union, and is expected to promote the Union at all times.

A Shop Steward having been elected by the membership in the workplace and subsequently approved by the Branch Committee is an official representative of the Union.

The Shop Steward as an official representative of the Union is under the control and guidance of the Branch Committee at all times.

The Union acknowledges the unique role of the Shop Steward and is committed to supporting the objects and functions of this office.

ELECTION

SHOP STEWARD'S ELECTION
Where two or more members work in a department or on a shift they may elect a Shop Steward to represent their constituency for a continuing period of 12 months.

CONVENOR ELECTION
Where two or more Shop Stewards are elected in one location or firm they may elect a Convenor (Senior Shop Steward) who will be subject to re-election from time to time.

Should a Shop Steward decide to resign or the term of office expires, the person concerned should hold an election for a replacement before vacating the office.

ENDORSEMENT

A Shop Steward or Convenor having been elected will not take up office until subsequently approved by the Branch Committee of the Branch of which the shop steward is a member.

REGISTRATION

BRANCH REGISTER
Each Branch will maintain a current register of Shop Stewards in a duplicate book provided for that purpose.

The Branch Secretary will notify Head Office of each new Shop Steward who has been approved by the Branch Committee.

NATIONAL REGISTER

The Head Office of the Union will maintain a national register of Shop Stewards.

ACCREDITATION

Each Shop Steward having been approved by the Branch Committee will be issued with a Credential Card, Shop Steward's Manual and Shop Steward' Badge from the Head Office of the Union.

DUTIES & RESPONSIBILITIES

The fundamental objective of a Shop Steward is to promote, maintain and as appropriate, improve the terms of all agreements in being from time to time between the Union and the Company. To this end, any new claims anticipated by the membership must be approved by the Branch Committee before being served on any employer.

INDIVIDUAL GRIEVANCE
A Shop Steward will represent an individual's grievance to management only after the member concerned has raised the matter directly and without satisfaction at the appropriate level of management.

COLLECTIVE GRIEVANCE
A Shop Steward will represent collective grievances to management as they arise, any unresolved matter will be referred to the Branch Committee for assistance or advice as appropriate.

CLAIMS

A Shop Steward will serve new claims for improved terms and conditions of employment only after such claims have been approved in advance by the Branch Committee or in the case of National Industrial Multi-Location Companies, the matter has been approved by the appropriate consultative committee with the designated full-time official in attendance who will at all times be acting in concert with the Executive Management Committee (EMC)

ORGANISATION

BRANCH LEVEL

Quarterly in March, June, September and December of each year, each Branch will convene a meeting of Shop Stewards.

To each Shop Stewards' Meeting, the Branch Committee, who will be in attendance, shall invite a speaker/s on local or national issues or on Union affairs.

Shop Stewards will make a report to the Branch Committee on the terms and conditions of employment along with any current issues of concern to the members. This will be done using a standard form in use nationally.

After each Shop Stewards' Meeting, the Branch Secretary, will forward the "Shop Steward's Report Form" to the Research Department at Head Office.

The Research Department will input/update the database in order that the most comprehensive information is available to the Union's negotiators.

INDUSTRY LEVEL

At the discretion of the EMC, a consultative committee of shop stewards may be formed for each national industry.

A full-time official will be allocated to each Consultative Committee who will be secretary to the committee and have sole responsibility for all correspondence on behalf of the committee.

TRAINING

The Union in recognising the strategic role of the Shop Steward is committed to providing training to equip the Shop Steward with the necessary skills to carry out his/her function in an effective and efficient manner.

Section 12 of the rules covers the election and approval of Shop Stewards as follows:

238.
In shops where two or more members are employed, a Shop Steward shall be elected, such election to be made at a meeting of the members. Notification of his/her appointment and his/her address shall be sent by him or her to the Branch Secretary. His/her appointment shall be subject to the approval of the Branch. No Branch officer shall be eligible for the position of Shop Steward without the sanction of the Executive Management Committee (EMC).

239.
Details of name, address, employment and category of each Shop Steward appointed shall be held by the Branch. The Shop Steward shall be issued with a card defining his/her duties and authorising him/her to act.

240.
In the same way a shop may elect a Deputy Shop Steward who shall be subject to the same rule provisions as the Shop Steward. He/she shall act in conjunction with the Shop Steward in all Union activities as provided for in these Rules, and shall substitute for him/her when he/she is absent.

241.
They shall be elected for a period of twelve months, unless in the operation of the Branch committee or the EMC they have mis-managed or neglected the affairs of the Union relating to their office, or have acted contrary to any of these Rules, when they may be removed from office and a new Steward or deputy appointed as per Rule. At the expiry of their term of office, they may be eligible for re-election as per Rule.

242.
On sites or other locations where members are working away from shop, Stewards may be elected in the same way as a Shop Steward. They shall be subject to the same Rules and jurisdiction as Shop Stewards.

243.
Each category will be entitled to elect their own Shop Steward to represent their particular interests. In employments where there are a number of stewards, they may form a Shop Stewards Committee, which shall be subject to the same Rules and jurisdiction as for Shop Stewards. The Shop Stewards Committee may elect a Senior Shop Steward, who will be called the Convenor.

244.
The Shop Steward will be under the jurisdiction of his/her Branch. He/she shall keep his/her Branch Committee well informed of all the events affecting the Union and its members that occur in his/her shop. He/she shall have no authority to formalise any agreements with employers nor make any commitments whatsoever on behalf of the Union.

246.
Shop Stewards requiring facilities for the discharge of their duties shall make their requirements known to the Branch Committee, who shall then take all steps to provide same.

How do the Rules apply in Practice?

As can seen from the above rulebook extracts, the role of a Shop Steward can be extremely varied and wide-ranging. They are deliberately written in legal terms to avoid confusion or misinterpretation. In practice TEEU Shop Stewards spend most of their time at work defending members' interests, attending meetings and negotiating with management.

CARD INSPECTIONS

Never assume that new workers are already members of the Union and, where the Union-Company agreement specifies that contractors are to be members of a Union, you should also ask for Union cards. Failure to produce an up to date Union membership card should be reported without delay to both the company and the Union.

COMPLIANCE WITH AGREEMENTS

TEEU Shop stewards need to be familiar with and know the main provisions of company and any industry agreements that apply to members. You can only ensure compliance with agreements if you are familiar with them and have up to date copies.

HEALTH AND SAFETY

A primary objective of union representatives is to ensure that all workers are employed in a safe environment. Unsafe work practices should reported immediately to the company safety representative and to management. Failure by local management or supervisory staff to act on complaints should be processed without delay to senior management and union representatives.

HANDLING MEMBERS PROBLEMS/GRIEVANCES

This is dealt with in detail in a separate section of the manual.

MEETING MANAGEMENT:

Shop Stewards should raise concerns members have about breaches of established working conditions. You should fully brief yourself beforehand by talking to the members affected and looking at any relevant agreements. Always bring at least one other union member with you to any formal meeting with the management and keep a note of the discussions. Management may offer facilities to provide a minute of the meeting. Only agree to this on the basis that such minutes are not the authorised version until you have had an opportunity to read and sign off on the text.

Branch Meetings: While Shop Stewards are required to attend quarterly branch meetings they should make every effort to attend all branch meetings. This is the best way to keep in touch with union officials, other Shop Stewards and keep up-to-date with developments in your sector and the TEEU in general. This will also help you carry out your wider duties and responsibilities.

UNION ORGANISATION AND RECRUITMENT:

A union is only as strong as its membership. Recent research carried out for the ICTU (2001) suggests that the two main reasons people give for joining a trade union are:

- Job protection/security:
- improvement of pay and working conditions.

Some 15 per cent of people participating in the survey said that the reason they had not joined a union was because they have never been asked. As Shop Stewards you play a key role in recruitment by promoting the advantages and benefits of union membership in the workplace.

People will join the TEEU and existing members will more actively support the Union if they see you are:

- Promoting union policy in a way they can relate to;
- Ensuring you are maximising the facilities available to them in the workplace and the benefits of union membership;
- Are keeping them informed on developments in the company and the TEEU;
- Representing them effectively as a group and individually in the workplace.

SECTION 3

Industrial Relations in Ireland

INDUSTRIAL RELATIONS IN IRELAND

Industrial Relations is the term used to describe how the employment relationship at work is determined and regulated.

The main actors in Industrial Relations (IR) are:

- Employer's organisations / Employers
- Trade Unions / Workers
- The State

As you can see there are a number of organisations which influence and shape Industrial Relations practices in Ireland. The IR system is characterised by a voluntarist approach. This means that both parties (Employers and Trade Unions) are free to enter into agreements and arrangements at work or not. A number of companies in Ireland refuse to recognise unions but new legislation, the Industrial Industrial Relations (Amendment) Act, 2001 / Industrial Relations (Miscellaneous Provisions) Act 2004, for which the TEEU lobbied, allows unions to take anti-union employers to the Labour Court and seek a recommendation determining pay and conditions for employees.

Normally these are agreed through a process known as Collective Bargaining, where employer and worker representatives sit down to negotiate terms and conditions of employment including wages. If they cannot agree they usually refer the problem to an agreed third party. The ones most commonly used are the Labour Relations Commission and Labour Court, which are both state agencies.

Your role as a TEEU representative will bring you into contact will all aspects of the IR process and its institutions.

Here are some of the key players:

EMPLOYER ORGANISATIONS

The main organisation is the Irish Business and Employers Confederation (IBEC). Employers joining IBEC can avail of the many benefits and services, including expert IR advice. IBEC also represents members' interests on state agencies and lobbies the Government on all aspects of the employment relations, the economy and social affairs. In many respects IBEC is a trade union for employers.

The Construction Industry Federation (CIF) represents employers in the construction industry. Like IBEC the CIF represents, supports and lobbies on behalf of employers in the construction industry.

Bodies such as Irish Small Medium Enterprises (ISME) and the Small Firms Association (SFA) represent small companies and organisations.

Not all companies join an employer organisation. These range from small privately owned firms to large enterprises such as Ryanair. If your employer is a member of one of the main employer organisations it is likely to seek expert advice and support on Industrial Relations matters. Sometimes an IBEC or CIF professional representative will negotiate on the member firm's behalf.

As IBEC and the CIF are parties to national agreements their members usually honour their terms, but this is not always the case.

TRADE UNIONS

There are nearly over 750,000 workers in the Irish Congress of Trade Unions of whom 546,000 are based in the Republic. There are about 30,000 trade unionists in organisations outside ICTU. Some of these, such as Gardai and members of the Defence Forces are not allowed to go on strike.

What union an individual joins usually depends on a number of factors such as their occupation/profession and the organisation that employs them.

SECTION 4

How to be a Good Communicator

HOW TO BE A GOOD COMMUNICATOR

Your fellow members have elected you to represent them and protect their interests over the coming 12 months. They will be looking to you for leadership and will expect you to use your initiative. At the same time they can't be taken for granted and you need to keep them fully informed of all workplace developments, especially those affecting their pay and conditions.

You may also have to represent them, either collectively or individually when they have a workplace grievance or problem - especially if they face disciplinary action by the employer. By doing your job effectively you will strengthen the union in your workplace, ensure management complies with collective agreements and secure the confidence and support of fellow members.

COMMUNICATIONS

Being a good communicator is central to your role. This means being a good listener, whether you are dealing with management or members, and being able to put forward your own point of view clearly and as simply as possible.

The more effectively you can communicate with members, union officials and management, the easier you will find your job. A good way to start is to make sure all members know you are the shop steward and provide them with a phone number and, or email where you can be contacted.

Always try to make yourself available outside meetings, but define specific times and places when members can talk to you so that they do not expect a 24 hour service. At times this aspect of the job can be time consuming and even tiresome but remember that if people feel they can talk to you about their problems it means you have secured their trust. They are more likely to support you when you most need it - for instance if you enter tough negotiations with management

You should also introduce yourself to new employees and ask them to join the union if they are not already members.

PROMOTING THE UNION

A good way to promote the union is to advise people of the benefits available from TEEU membership. You should ensure that the TEEU receives full credit for any concessions won from management regarding pay, working conditions and new fringe benefits, either through local or national agreements.

MEETINGS

We meet people all the time. Besides formal meetings with management, or fellow trade unionists, you will meet members or management representatives informally in the workplace, or outside.

Sometimes it is easier to resolve small problems informally but be careful not to give commitments to members, or management, that you cannot keep. If you feel an informal discussion is becoming too serious ask the other person to raise the matter formally at the next meeting or tell them you need more time to consider their proposal.

PURPOSE OF MEETINGS

Meetings can be of a general nature, to exchange information and air views; or they can be about a specific issue. Most meetings are a combination of both.

UNION MEETINGS

Every person attending a meeting has a role to play, whether they realise it or not. Some roles are obvious. For instance, the chairperson runs the meeting while the secretary keeps the minutes and reads out correspondence. Representatives of other union sections, or branches, may attend to make a report on union policy or progress in talks with management. Most people make no contribution to the discussion but participate as observers and it is important that they get the information they need.

As a shop steward you will normally chair meetings, but you may find yourself acting as secretary or as a representative of your own group of members at a larger union meeting, in which case you may simply be an observer taking note of any decisions. If you are chairing a meeting you should try and ensure that everyone present understands what is going on. You should also welcome new members and advise them of their rights and how to contact you if they have a problem.

AGENDAS

The best way of ensuring meetings are conducted in an efficient and orderly fashion is to prepare an agenda. A good format is:

MINUTES

Read the minutes of the last meeting read.

MATTERS ARISING

Discuss any matters arising from the minutes. This is a good way of ensuring that decisions taken at the previous meeting have been carried out and discovering, if not, why not.

CORRESPONDENCE

Have any correspondence received read out and decide on the most appropriate response.

REPORTS

Consider any reports received on negotiations, new national agreements or other relevant matters.

RESOLUTIONS

These usually relate to taking a specific course of action. Come to the meeting prepared.

ANY OTHER BUSINESS

This relates to minor issues.

MINUTES

Keeping minutes is the secretary's job but in a small section the chairperson often has to double up as secretary. The chairperson and secretary need to liaise closely if the business of the section is to be conducted efficiently.

You do not need a blow-by-blow account of meetings but it is important to record any decisions taken and note all correspondence. Ideally minutes should be taken down at the meeting. If the secretary is not present ask someone reliable to take them down. If, as chairperson, you have to take the minutes yourself make an outline note as you go along and write them up as soon as possible, while the meeting is still fresh in your memory.

MATTERS ARISING

This is the best way of keeping track of developments and ensuring that important decisions have been followed through. It also provides an opportunity to discuss any developments, or problems that might have arisen since the last meeting.

CORRESPONDENCE

The secretary and chairperson should meet and discuss correspondence as soon as possible after it is received. Most correspondence does not need to be referred to a meeting. Where it does the chairperson and secretary agree the most suitable response to recommend to members. Copies should be kept of all correspondence, especially if it might be needed at a future date for referral to a third party such as the Labour Relations Commission, Labour Court, Equality Authority or Employment Appeals Tribunal.

REPORTS

To avoid being buried in an avalanche of reports you should sort them, on receipt, into:

- What is urgent from what can wait;
- What is important from what is trivial;
- Spread the load.

It is unlikely you will have the time to deal with every report you receive so try and spread the load. There may be members with an interest in issues such as equality, or racism in the workplace, who may be willing to help.

This is a way of involving more members in the union and providing a bit of 'on the job' training for future union officers. However always make it clear to volunteers that they have to report back with any proposed course of action and not undertake any initiatives without authorisation.

RESOLUTIONS

Whenever you need a specific decision from members such as holding a ballot for industrial action, the best way to discuss it is by proposing a resolution advocating a specific course of action. Most of them will relate to workplace issues and require an immediate decision.

Resolutions come in all shapes and sizes, but the simpler and shorter the wording the better. They should be easily understood by members and propose a clear cut course of action.

As the chairperson, members will expect you to have a well thought our position. You should consult with as many members as possible to gauge their views before framing a resolution. This will help you to adopt a resolution that best reflects their interests and will be supported.

However it may be necessary to take resolutions from the floor, especially if there is disagreement on the best course of action.

To avoid confusion all resolutions should be written down and signed by the proposer and seconder. This includes your own resolutions!

Where a resolution seeks to amend another – for example if you propose an immediate ballot for industrial action and someone else proposes that it be deferred for a week to allow for further talks with management – you should take the amendment first. If the amendment seeking a deferral of the ballot is passed then this becomes the substantive motion.

However if a motion is put proposing that there be no strike ballot this directly contradicts the substantive motion and should not be taken. If the substantive motion is defeated it will have the same effect.

Where serious divisions emerge at a meeting you face three main options:

- Seek a compromise text.
- Put the motions as outlined above.
- Defer a decision until the next meeting to allow all concerned to chew things over.

ANY OTHER BUSINESS

This is time allocated at the end of meetings to deal with minor issues. If something is proposed that could have serious implications it should be deferred and put on the agenda for a proper debate at a future meeting.

YOUR ROLE AS CHAIRPERSON

You set the tone of meetings and are responsible for ensuring they are run efficiently. Everyone has their own approach to the job. The following a tips to help you:

- Have a good working knowledge of the TEEU Rulebook.
- Be authoritative at meetings without being domineering.
- Be honest without being confrontational. If someone is proposing something that it impractical aim your criticism at the proposal and not the propser.
- Get the business done in a reasonable time but allow people to have their say.
- Above all be impartial. Do not fall into the trap of giving more time to speakers because they support your position or are friends.

PREPARATIONS FOR MEETINGS

Give adequate notice of meetings and don't forget to give the TIME, DATE and LOCATION. If members are not familiar with the location give details of how to get their by car and public transport.

Make sure the time suits the maximum number of members and that the location is appropriate. An AGM, or meetings to discuss major restructuring plans and industrial action, may require a larger premises than a routine section meeting.

Where possible bring enough copies of relevant union and management documents for each member present. Management may be willing to facilitate photocopying.

Where possible avoid licensed premises and don't allow alcohol into the meeting.

MEMBERS RIGHTS

Remember when you are chairing a meeting that members have a right to be:

- Heard and to see that their views have been taken into account.
- Participate fully and equally in proceedings.

- Have rules and procedures explained to them.
- Challenge procedures.
- Receive explanations of what is being proposed.
- Not to be fobbed off with jargon.
- Be assertive in putting their point of view without being aggressive.

DEALING WITH MANAGEMENT

The same basic communication principles apply. Listen carefully to what is being said. Misunderstandings often arise because we hear what we expect to hear - or want to hear - rather than what is being said. Even if management is pursuing a hidden agenda you are more likely to divine this from listening carefully.

If you are new to the job and have to head up negotiations you should take things slowly. If management tries to apply pressure and demand an immediate response you should insist on time to consider your response. You should also seek a written copy of any proposals.

Do not be afraid to ask questions. It can only expedite negotiations for management and it means you will be better briefed when you report back to members.

Management will respect you for being firm and honest. If they know where you stand they are more likely to take you seriously as a negotiator, especially if they see that you are reflecting accurately your members concerns and enjoy the trust of the workforce.

Similarly, if you find management is acting honourably, this will help you develop a good working relationship. However, if management does behave dishonestly do not be afraid to challenge them.

A breakdown in trust is the most common cause of bad industrial relations and the most difficult problem to resolve. Elaborate partnership structures are no substitute for a good working relationship based on clear lines of communication and mutual respect.

Sometimes a company will be pursuing a business strategy that is irreconcilable with the members' interests, such as deliberate asset stripping prior to a closedown. Only time will tell in you are on a collision course or if disagreements have arisen out of a genuine misunderstanding.

Management may insist that certain information, usually commercially sensitive, is not disclosed to members. You should be as open as possible with members and if there are things you cannot disclose to them you should say so.

If members ask questions and you don't know the answers you should say so. Similarly, if they raise concerns that did not occur to you when you were in discussions with management you should promise to take those points on board and obtain a response from the company.

Do not be tempted to make commitments to management, or members, you cannot deliver.

SECTION 5

5

Negotiating Skills

NEGOTIATING SKILLS

Negotiating is one of the core skills required of shop stewards. You will find there are three basic kinds of negotiations:

- Grievance handling – involving individuals or small groups of members
- Integrative negotiations – where the union and management identify the nature of the problem together and seek a joint solution
- Adversarial negotiations – where the union and management rely on their respective negotiating strengths to extract the most in concessions from the other side.

All of these are covered by the term 'collective bargaining', which is a voluntary system in Ireland through which employers and employee representatives negotiate on an agreed agenda that covers wages, conditions and other work related issues. Negotiations can take place at sectional, local, industrial or national level and they normally operate within previously agreed rules and procedures.

INFORMATION – GIVING AND RECEIVING

In negotiation it is usually better to receive than give information. But regardless of which side is taking the initiative it is important that the information provided is easily understood and given in good time, so that the other side has the opportunity to reflect and respond. When this fails to happen it may well be the result of a lack of adequate preparation. But the other side can also take it, rightly or wrongly, as an indication that information is being held back or their own concerns are not being treated seriously. Either way it can make negotiations more difficult.

Fortunately, most agreements make provision for employee representatives to be properly briefed and consulted on workplace change. While providing information is a one-way process, consultation is a two way process in which the other side has an opportunity to respond to the information given and have that response taken into account.

Sometimes management representatives interpret consultation very narrowly and try to ignore anything problematic raised by the union. You should make it clear in such situations that you expect your members' views to be discussed, taken into account and reflected in any decisions.

Often consultation is the first step towards negotiation. Negotiation can be defined as:

> 'A process for resolving conflicts between two or more parties, whereby it is agreed to modify demands in the interests of achieving a mutually acceptable compromise'.

COMMUNICATION – THE KEY

Good communication skills are the key to good negotiations. Communication skills are as much about being able to listen to what the other side is saying as it is about getting your own points across. It is also very important to keep members abreast of developments, take note of their concerns and make sure they are consulted and involved in the process to the greatest degree possible.

BE PREPARED

A good negotiator prepares thoroughly by:

1. Researching and collating relevant information
2. Deciding whether the negotiations are likely to be adversarial or integrative in form
3. Selecting the best negotiating team and briefing them thoroughly
4. Anticipating the arguments and tactics of the other side
5. Assessing the relative power positions of the company and the union
6. Assessing the equality implications of the issues under negotiation
7. Setting objectives to be achieved through negotiation

Research: Whatever the issue, whether it affects every member, such as a pay claim, or only affects an individual facing disciplinary charges, research the subject as thoroughly as possible. For instance, you might need to collect information on wage rates in comparable employments and look at how the current national agreement affects local bargaining, if you are preparing a pay claim.

If you are representing a fellow employee on disciplinary charges you should interview them, in a discreet, friendly but thorough way, as well as any witnesses to the alleged incident before approaching management. You should also check if management has abided by in-house disciplinary and grievance procedures.

Do not hesitate to contact your branch committee or full time official for advice and assistance if required.

Type of talks: It is usually clear in advance whether talks are likely to be adversarial or integrative. By definition, disciplinary hearings tend to be adversarial, reflecting our legal system. Both sides may cross-examine witnesses and ultimately the outcome may be referred to the Employment Appeals Tribunal or the courts. It is important therefore that proper procedures are adhered to and that principles of natural justice apply. These may be relevant if either side mounts a legal challenge to the outcome.

However, even in such cases a more integrative approach may be possible if management is proactive in tackling employee problems. For instance, if an employee has a bad attendance record because of alcohol abuse or problems in the home, it may be possible to arrange counselling or time off work. A progressive employer will see this is a better way of dealing with the problem than simply suspending or dismissing someone.

In collective negotiations the integrative approach is generally preferable. If both sides can agree on the nature of the problem they are much more likely to agree on the optimum solution and achieve a 'win-win' formula. Even when negotiations deal with redundancies or cost-cutting measures, where union members face the loss of a job or heavier work loads, it is usually better to adopt a problem solving approach in order to minimise the adverse effects. Negotiations that end with a strike can often exacerbate the problem and give the employer a chance to reduce the terms on offer.

Negotiating team: You should pick the best and most suitable team available. This may mean picking a different team, depending on whether you are entering adversarial or integrative negotiations. You should also try to include people with specialist skills, such as someone with good technical knowledge of the production process or someone who is good at maths and can calculate the benefits, or losses members face if management proposals are accepted.

Anticipation: Always try to anticipate the tactics that will be adopted by the other side. Over a period of time you will come to know the management's negotiating style, as they will come to know yours. On balance this is a good thing and helps reduce the scope for misunderstandings, but regardless of relations or experience, you should look at the problem from their perspective and try to work out if their stated agenda is the real one.

Once you understand where the other side is coming from you will be better able to prepare your own case and avoid misunderstandings, making arguments that strengthen their case instead of yours. You will also be better able to rebut their arguments.

Power relationships: The negotiating arena is not a debating society. It is important to prepare as thoroughly as possible and present a strong case to justify your position. However, globalisation and the heightened mobility of capital mean that companies are often in a strong bargaining position. Whatever the rights or wrongs of the situation the key question is what outcome to the talks best reflects the best long term interests of the members?

Militancy can pay off if you are in a strong bargaining position and the company is anxious to reach a settlement, but it can backfire if you overplay your hand. Some companies deliberately design their international structures so that work can be transferred with minimal disruption between plants. If the Irish workforce is seen as 'difficult' that could affect long term company policy.

It is worth reminding yourself, and management, from time to time that total victory is very rare

in industrial relations. It is much better for all concerned if a joint problem solving approach can be cultivated where you are seen by the other side as being concerned to get the best deal for your members without screwing every last cent out of them.

Equality implications: Irish industrial relations may be based on a voluntarist system but there are areas where changes in pay and conditions can have legal implications. The most important of these is in the area of equality. Under the Equality of Employment Act, 1998 and the Equal Status Act 2000 (see page 65 of the Labour Law Section) grounds for taking equality cases have been extended from gender to a wide range of other issues including:

- Marital status – single, married, divorced, separated, widowed
- Family status – pregnant, parent or resident carer
- Sexual orientation – heterosexual, gay, lesbian, bisexual
- Religion – different religious beliefs, or none
- Age – employees between 18 and 65, or 15 and 65 in vocational training, must be treated equally
- Disability – this includes physical, intellectual, learning, cognitive and emotional disabilities, as well as a range of medical conditions
- Race – skin, colour, national, ethnic or national origin
- Membership of the Traveller community

Negotiations over changes in work practices may, for instance, have to take into account how they will affect people with disabilities. While this group make up a very small percentage of new recruits to industry they make up a large and growing group within the existing workforce as ageing leads to people developing heart conditions, arthritis and other problems that make less agile.

Another major area which can affect negotiations is the danger of inadvertently creating indirect discrimination. Managements are increasingly aware of the danger of conceding pay increases or improvements in working conditions to a group of predominantly male workers which might spark a similar claim from a group of predominantly female workers performing duties of comparable value to the company.

In short, you need to 'equality proof' your claim or negotiating stance before entering talks with management.

Objectives: Setting objectives for your negotiations may seem to be stating the obvious and, in some instances, such as putting in a pay claim the objective can be very simply identified as getting the most money possible. However, as we have seen above, some strategies may have less obvious consequences that are not always in the longer term interests of members.

By setting out your goals beforehand you will also find yourself prioritising them. For instance, is securing a pay increase more important than enhancing job security? Do members want more money into their hand or a shorter working week? There are no automatic answers to such questions; they will vary from workplace to workplace and from time to time.

The important thing is that you consult your members fully and know the answers before you enter negotiations.

THE NEGOTIATING PROCESS

Having prepared as thoroughly as possible for the negotiations you will be able to present your opening position to best effect, or if the initiative is coming from the other side, assess what management is proposing. Whichever side is opening negotiations – you looking for more money or management seeking workplace change – there is normally one main spokesperson.

This must be agreed in advance to ensure there is no disunity in negotiations and to avoid members of your negotiating team contradicting each other or sending the wrong signals to the other side. If there are areas requiring specialist knowledge, or special interests that need to be aired, an individual can always be nominated to deal with these. However the lead negotiator should decide the appropriate time to introduce these issues at the negotiations.

After the opening statement the other side will respond. It is usually unwise to give a full response immediately. It is far better to find out as much as possible about the other side's proposals first. Key questions include what they want, how they expect to achieve it, how long it will take, who it will affect, why they are doing it and how much are they willing to give in pay and, or, other benefits in return?

Do not be afraid to ask the same question again if you did not understand the answer. Sometimes companies can be deliberately vague or give complicated answers to hide their real agenda. Do not be afraid to push them on important issues such as how much they are willing to give in return for co-operation and do not be afraid to ask what the potential consequences of their proposals are down the line.

This is called 'testing' the other side position. Once you feel there is no more to be gained seek an adjournment to discuss the implications with your fellow negotiators and the members. Keep members as fully informed as possible, although there may be circumstances where you will only be given commercially sensitive information on the basis that it remains confidential.

Never agree to anything on behalf of your members without consulting them first and securing their consent. There is nothing worse than having terms you have accepted in advance rejected by the members. This will destroy your credibility with both sides.

Making the move: At some stage in negotiations both sides will have to make concessions if they are to reach agreement. One way of testing how far the other side will go is to ask a hypothetical question such as: 'What if our members were to agree to your proposals but felt they needed more time for the changeover?. Or, 'I don't think they would vote for the pay increase on offer but they might be willing to accept it if was linked with improvements in the health insurance plan we have been looking for, or an earlier finishing time?' In this way you effectively look for concessions without forcing the other side into a corner or seeking a definitive answer.

Ultimately both sides have to make a judgement call on whether they can do better or not. They also have to weigh the disadvantages of settling for less than they want against the risks of pushing for more. High risk strategies should be avoided. You should never raise the stakes without having thoroughly examined where your strategy is leading. Calculate which side stands to gain, or lose, most from an escalation and, above all, ensure you have an exit strategy in place.

Third party referral: Most house agreements have provision for third party referral in the event of failing to reach agreement at local level. This is usually the Labour Relations Commission in the first instance and then the Labour Court if the LRC fails to find an acceptable solution.

Again, preparation is crucial. Copies of all correspondence and position papers or proposals should be collated and kept. A third party is going to hear different accounts of what has happened from each side. The LRC industrial relations officer and members of the Court will probably not know the protagonists. The documents that union and management representatives present as part of their submission will therefore help form first impressions and play an important part in helping a third party decide where the balance of truth lies - and who has the best case.

Advantages of third party intervention by the LRC and Labour Court include their ability to help depersonalise the negotiating process, help both sides adopt a more objective view of the issues and come up with new proposals to resolve differences. The process is not legally binding although it can be made so if both sides consent. Legally binding processes are not something the union would normally recommend and you should never agree to enter such a process without obtaining the prior consent of your fulltime union official.

SELLING THE DEAL

If the talks have a successful outcome you still have to sell it to members. Again, thorough preparation and good communication skills are vital. It may be possible to do a joint 'road show' with management. This has the advantage that they will cover the costs.

If management decide to do a 'road show' on their own you may not have the resources to compete but you should ensure the union perspective is offered at meetings by yourself and other union activists.

If you are presenting the case for accepting a deal separately do not be afraid to ask management to provide facilities for meetings, documents outlining the proposals or any other useful aids to members understanding the proposals. It is in their interests to do so.

Ensure people have an opportunity to ask questions and express their views. Do not be surprised if the majority of people are critical of the offer and speak against it. The 'silent majority' is not called that for nothing. Most members elect you to represent them and may not bother saying they think it is a good deal.

Therefore you should ensure that all members of the negotiating team are present, if possible, to explain the terms on offer. Do not be afraid to admit to defects in the proposals. It is better to do this honestly and explain why you could not obtain everything you wanted rather than try to minimise shortcomings.

Make sure people have an adequate opportunity to vote on the proposals and let them know the outcome. If a proposal is narrowly defeated it is often useful to identify the reasons and return to management to see if the terms can be modified to secure majority approval. Rather than go in demanding the withdrawal of an unpopular proposal it is better to seek 'clarifications'. This allows management to make concessions more easily – if they are willing to do so.

WINNING THE DISPUTE

If members reject a proposal, or negotiations break down, the task of preparing for a dispute is very similar to trying to sell a deal. The key again is thorough preparation and good communication with the members.

Ballots for industrial action must be conducted properly if members are to be covered legally under the Industrial Relations Act, 1990. (See pages 48 - 52 of the Labour Law Section) Often a work to rule or overtime ban, can be more difficult to implement than an all-out strike.

Whatever form of action is decided on it must have strong support. It is much better to have the members pushing you out the door than for you to be trying to drag them out.

Even in an all-out strike situation you must remain available for talks. Remember, every dispute ends through negotiation, or plant closure. Some times both. Long before any of these scenarios develop you will have the assistance and advice of your branch officers and fulltime officials.

SECTION 6

6

Handling Members Problems

HANDLING MEMBERS' PROBLEMS

INTRODUCTION

As a Shop Steward you will be asked to represent a member or groups of members who have been unfairly treated. Equally you may be asked to represent a member or members who find themselves in direct conflict with the company agreement or rules. The objective of this section of the resource pack is to assist you as Shop Stewards in representing these members effectively.

DISCIPLINARY ISSUES:

Disciplinary issues arise when a member or members have been 'Disciplined' by management in the belief that the employee/s have broken or failed to maintain company rules or codes of conduct. The procedure for disciplining employees at work is usually set out in your union-company agreement. Members often find themselves being discipline because of work performance or quality issues, time keeping, absenteeism or failure to comply with company rules.

Depending on the nature of the breach of rule or conduct management will seek to place a disciplinary warning on an employee's file in line with the severity of the issue. Often disciplinary procedures have several stages and levels of warnings up to and including suspension and dismissal as follows:

- Verbal Warning
- First Written Warning
- Second Written Warning
- Final Written Warning
- Suspension
- Dismissal

Handling disciplinary issues can be very difficult.

When dealing with them TEEU Shop Stewards should use the steps set out below to represent a member/s:

1. Establish the facts of the case with the member/s. This will probably involve interviewing them tactfully.
2. Look for an explanation from management as to the reasons and purpose of the disciplinary action – try and gauge how seriously they take the incident.
3. Establish if management has investigated the issue properly.

4. Ensure management followed agreed procedures.
5. Ensure that the member/s have been afforded every opportunity to examine information used as evidence against them, including any reports prepared as a basis for the disciplinary action. This may involve questioning and challenging allegations and or statements.
6. Even if management has followed procedures you are entitled to test the fairness with which they were applied.
7. You can also question the level of disciplinary action taken if you feel it is too harsh, inappropriate or otherwise disproportionate to the seriousness of the offence
8. Explore if management can be persuaded to reduce or remove the disciplinary action
9. Before meeting management discuss with the member/s how you propose to deal with the issue.
10. Establish how far they wish to take the matter. You will have to use your judgement to assess the situation and may feel it is necessary to consult your union official in difficult or complex cases.
11. Always keep the member/s informed at all stages of what is happening and what the next step is likely to be.

GRIEVANCE ISSUES

A Grievance can be said to exist where a member or group of members formally record dissatisfaction with an aspect of the employment relationship. A Grievance can arise out of a member/s not receiving the full and correct terms of a collective agreement on terms and conditions, legal entitlements such as the minimum wage and holidays, distribution of overtime, being pass over for promotion, victimisation and, or bullying.

Your approach should be similar to handling a disciplinary issue. Firstly, gather all the relevant facts, check your agreements, custom and practice and, where appropriate, employment legislation.

Your check list should include:

- Interviewing your member/s to ensure they have followed any procedures, before coming to you, such as raising the issue with their supervisor or line manager. They may have to exhaust such procedures before you can raise it formally. On the other hand minor matters can often be resolved informally and every effort should be made to do so.

- Researching the rights and wrongs of the case usually involves interviewing more than one person. Find a quiet location to do so. You don't need to give people the 'third degree', but you need to be satisfied that you understand the issues and have all the information you need. Be honest, sympathetic, relaxed and informal.
- Decide if the member/s has a legitimate grievance which can be raised with management. Sometimes the union can find it difficult to support issues raised by member/s, especially if they do not relate to existing agreements or work practices, or may impact adversely on other members. In these circumstances you should advise the member/s that you believe that there are no grounds for pursuing an issue. It is better to be honest and avoid creating unrealistic expectations than wasting everyone's time arguing a bad case.
- Dealing with the problem. If you feel it is a problem you can resolve decide how you are going the approach it. You may need to talk to other shop stewards, former shop stewards or your full-time official. Always consider if there are any underlying problems that are contributing to the issue in dispute and also need to be addressed.
- Always keep your member/s up to date with how you are going to approach the issue. Don't take any decisions or react unilaterally to management without discussing and advising your member/s on what you propose to do.

MEETING MANAGEMENT:

- Plan how you propose to approach the issue with management.
- Explain to your member/s how you will present the union case to management.
- Make notes setting out your key points and strongest arguments. Are there any precedents that will strengthen your case? Has management and the union addressed this issue before?
- In the case of local, industry or national agreements make sure you have a copy of the relevant documents with references to hand for the meeting.
- Keep the meeting focused on your main points.
- Don't be side tracked
- Try to secure a satisfactory outcome to the problem.
- If you record a failure to agree advise management of what you intent to do next i.e. bring in your Full-Time Official or refer the issue to a third party.

BULLYING AND HARASSMENT CASES:

See the section on 'Bullying in the workplace' under 'Employment Law - Health and Safety'. You should be proactive in promoting anti-bullying and harassment procedures in the workplace.

Is there a definition of bullying in the workplace?

The Task Force (Mar '01) defines bullying as:

> ***Workplace Bullying is repeated inappropriate behaviour, direct or indirect, whether verbal, physical or otherwise, conducted by one or more persons against another or others, at the place of work and/or in the course of employment, which could be reasonably be regarded as undermining the individual's right to dignity at work.***

An isolated incident of the behaviour described in this definition may be an affront to dignity at work but as a once off incident is not considered to be bullying.

Bullying and harassment cases can sometimes involve two or more members of the union. Remember that both the person making the complaint and the person accused, are entitled to representation. If both are TEEU members you will only be able to represent one of them and another shop steward or union official should represent the other.

MEDIATION AND THIRD PARTY ARBITRATION

Some house agreements provide for disputes that cannot be resolved locally to be referred to a third party. This usually means the Labour Relations Commission and Labour Court where collective agreements are concerned (See Labour Law – Collective Rights) or the Rights Commissioner Service for individuals. (See Labour Law – Individual Rights)

However in some large companies, such as the ESB, management and unions have their own agreed procedures. Similarly there are procedures within some sectors such as electrical and mechanical contracting, construction or the lifts industry for resolving disputes. Your union official can advise you on the appropriate structures to use.

Mediation is on the increase as a means of dispute resolution in many areas, not just industrial relations. This is generally to be welcomed but it is important to ensure that the employer is not using it as a back-door method of union displacement. Do not agree to any procedures that allow either the union, or individual members, to sign away their right to representation by the TEEU or undermine their right to pursue issues through other industrial relations channels.

If you have any doubts about the potential implications of mediation procedures proposed by the employer do not hesitate to consult your Branch / Full-Time Union official.

SECTION 7

Code of Practice:

Grevance and Disciplinary Procedures

Code of Practice:
GRIEVANCE AND DISCIPLINARY PROCEDURES

S.I. NO. 146 OF 2000

Industrial Relations Act, 1990 (Code of Practice on Grievance and Disciplinary Procedures) (Declaration) Order, 2000

WHEREAS the Labour Relations Commission has prepared under subsection (1) of section 42 of the Industrial Relations Act, 1990 (No. 19 of 1990), a draft code of practice on grievance and disciplinary procedures and which code is proposed to replace the code set out in the Schedule to the Industrial Relations Act, 1990, Code of Practice on Disciplinary Procedures (Declaration) Order, 1996 (S.I. No 117 of 1996);

AND WHEREAS the Labour Relations Commission has complied with subsection (2) of that section and has submitted the draft code of practice to the Minister for Enterprise, Trade and Employment;

NOW THEREFORE, I, Mary Harney, Minister for Enterprise, Trade and Employment, in exercise of the powers conferred on me by subsections (3) and (6) of that section, the Labour (Transfer of Departmental Administration and Ministerial Functions) Order, 1993 (S. 1. No. 18 of 1993), and the Enterprise and Employment (Alteration of Name of Department and Title of Minister) Order, 1997 (S.I. No. 305 of 1997), and after consultation with the Commission, hereby order as follows:

This Order may be cited as the Industrial Relations Act, 1990 (Code of Practice on Grievance and Disciplinary Procedures) (Declaration) Order, 2000.

It is hereby declared that the code of practice set out in the Schedule to this Order shall be a code of practice for the purposes of the Industrial Relations Act, 1990 (No. 19 of 1990).

The code of practice set out in the Schedule to the Industrial Relations Act, 1990, Code of Practice on Disciplinary Procedures (Declaration) Order, 1996 (S.I. No 117 of 1996), is revoked.

SCHEDULE

1. INTRODUCTION

Section 42 of the Industrial Relations Act, 1990 provides for the preparation of draft Codes of Practice by the Labour Relations Commission for submission to the Minister, and for the making by him of an order declaring that a draft Code of Practice received by him under section 42 and scheduled to the order shall be a Code of Practice for the purposes of the said Act.

In May 1999 the Minister for Enterprise, Trade and Employment requested the Commission under Section 42 of the Industrial Relations Act, 1990 to amend the Code of Practice on Disciplinary Procedures (S.I. No. 1 17 of 1996) to take account of the recommendations on Individual Representation contained in the Report of the High Level Group on Trade Union Recognition. The High Level Group, involving the Departments of the Taoiseach, Finance and Enterprise, Trade and Employment, the Irish Congress of Trade Unions (ICTU), the Irish Business and Employers Confederation (IBEC) and IDA-Ireland, was established under paragraph 9.22 of Partnership 2000 for Inclusion Employment and Competitiveness to consider proposals submitted by ICTU on the Recognition of Unions and the Right to Bargain and to take account of European developments and the detailed position of IBEC on the impact of the ICTU proposals.

3. When preparing and agreeing this Code of Practice the Commission consulted with the Department of Enterprise, Trade and Employment, ICTU, IBEC, the Employment Appeals Tribunal and the Health and Safety Authority and took account of the views expressed to the maximum extent possible.

4. The main purpose of this Code of Practice is to provide guidance to employers, employees and their representatives on the general principles which apply in the operation of grievance and disciplinary procedures.

2. GENERAL

This Code of Practice contains general guidelines on the application of grievance and disciplinary procedures and the promotion of best practice in giving effect to such procedures. While the Code outlines the principles of fair procedures for employers and employees generally, it is of particular relevance to situations of individual representation.

While arrangements for handling discipline and grievance issues vary considerably from employment to employment depending on a wide variety of factors including the terms of contracts of employment, locally agreed procedures, industry agreements and whether trade unions are recognised for bargaining purposes, the principles and procedures of this Code of Practice should apply unless alternative agreed procedures exist in the workplace which conform to its general provisions for dealing with grievance and disciplinary issues.

3. IMPORTANCE OF PROCEDURES

Procedures are necessary to ensure both that while discipline is maintained in the workplace by applying disciplinary measures in a fair and consistent manner, grievances are handled in accordance with the principles of natural justice and fairness. Apart from considerations of equity and natural justice, the maintenance of a good industrial relations atmosphere in the workplace requires that acceptable fair procedures are in place and observed.

Such procedures serve a dual purpose in that they provide a framework which enables management to maintain satisfactory standards and employees to have access to procedures whereby alleged failures to comply with these standards may be fairly and sensitively addressed. It is important that procedures of this kind exist and that the purpose, function and terms of such procedures are clearly understood by all concerned.

In the interest of good industrial relations, grievance and disciplinary procedures should be in writing and presented in a format and language that is easily understood. Copies of the procedures should be given to all employees at the commencement of employment and should be included in employee programmes of induction and refresher training and, trade union programmes of employee representative training. All members of management, including supervisory personnel and all employee representatives should be fully aware of such procedures and adhere to their terms.

4. GENERAL PRINCIPLES

The essential elements of any procedure for dealing with grievance and disciplinary issues are that they be rational and fair, that the basis for disciplinary action is clear, that the range of penalties that can be imposed is well defined and that an internal appeal mechanism is available.

Procedures should be reviewed and up-dated periodically so that they are consistent with changed circumstances in the workplace, developments in employment legislation and case law, and good practice generally.

Good practice entails a number of stages in discipline and grievance handling. These include raising the issue with the immediate manager in the first instance. If not resolved, matters are then progressed through a number of steps involving more senior management, HR/IR staff, employee representation, as appropriate, and referral to a third party, either internal or external, in accordance with any locally agreed arrangements. For the purposes of this Code of Practice, "employee representative" includes a colleague of the employee's choice and a registered trade union but not any other person or body unconnected with the enterprise. The basis of the representation of employees in matters affecting their rights has been addressed in legislation, including the Protection of Employment Act, 1977; the European Communities (Safeguarding of Employees Rights on Transfer of Undertakings) Regulations, 1980; Safety, Health and Welfare at Work Act, 1989; Transnational Information and Consultation of Employees Act, 1996; and the Organisation of Working Time Act, 1997. Together with the case law derived from the legislation governing unfair dismissals and other aspects of employment protection, this corpus of law sets out the proper standards to be applied to the handling of grievances, discipline and matters detrimental to the rights of individual employees.

The procedures for dealing with such issues reflecting the varying circumstances of enterprises/organisations, must comply with the general principles of natural justice and fair procedures which include:

- That employee grievances are fairly examined and processed;
- That details of any allegations or complaints are put to the employee concerned;
- That the employee concerned is given the opportunity to respond fully to any such allegations or complaints;
- That the employee concerned is given the opportunity to avail of the right to be represented during the procedure;
- That the employee concerned has the right to a fair and impartial determination of the issues concerned, taking into account any representations made by, or on behalf of, the employee and any other relevant or appropriate evidence, factors or circumstances.

These principles may require that the allegations or complaints be set out in writing, that the source of the allegations or complaint be given or that the employee concerned be allowed to confront or question witnesses.

As a general rule, an attempt should be made to resolve grievance and disciplinary issues between the employee concerned and his or her immediate manager or supervisor. This could be done on an informal or private basis.

The consequences of a departure from the rules and employment requirements of the enterprise/organisation should be clearly set out in procedures, particularly in respect of breaches of discipline which if proved would warrant suspension or dismissal.

Disciplinary action may include:

- An oral warning
- A written warning
- A final written warning
- Suspension without pay
- Transfer to another task, or section of the enterprise
- Demotion
- Some other appropriate disciplinary action short of dismissal
- Dismissal

Generally, the steps in the procedure will be progressive, for example, an oral warning, a written warning, a final written warning, and dismissal. However, there may be instances where more serious action, including dismissal, is warranted at an earlier stage. In such instances the procedures set out at paragraph 6 hereof should be complied with.

An employee may be suspended on full pay pending the outcome of an investigation into an alleged breach of discipline.

Procedures should set out clearly the different levels in the enterprise or organisation at which the various stages of the procedures will be applied.

Warnings should be removed from an employee's record after a specified period and the employee advised accordingly.

The operation of a good grievance and disciplinary procedure requires the maintenance of adequate records. As already stated, it also requires that all members of management, including supervisory personnel and all employees and their representatives be familiar with and adhere to their terms.

Given under my Official Seal,
This 26th day of May 2000

Mary Harney
Minister for Enterprise, Trade and Employment
P.n. No. 8608

EXPLANATORY NOTE

This note is not part of the Instrument and does not purport to be a legal interpretation.

The effect of this Order is to declare that the draft code of practice set out in the Schedule to this Order is a code of practice for the purposes of the Industrial Relations Act, 1990.

SECTION 8

Employment Rights Enforcement Chart

EMPLOYMENT RIGHTS ENFORCEMENT CHART

Process Chart - Rights Commissioner Service / Employment Appeals Tribunal / ODEI – Equality Tribunal / Labour Court / Employment Rights Labour Inspectorate

Act/Regulations	Initial Complaint/ Referral To	Appeal To	Enforcement
*Adoptive Leave Act 1995	Rights Commissioner	Employment Appeals Tribunal (EAT)	Party or Minister for Justice, Equality and Law Reform applies to Circuit Court for Order directing compliance with Rights Commissioner Decision (unless appealed) or EAT Determination
Carer's Leave Act 2001	Rights Commissioner Deciding Officer of Dept. of Social and Family Affairs on certain issues	Employment Appeals Tribunal (EAT) D/SFA Appeals Officer	Party or Minister applies to Circuit Court for Order directing compliance with Rights Commissioner Decision (unless appealed) or EAT Determination
*Employment Equality Act 1998	Office of the Director of Equality Investigations (ODEI - the equality tribunal) (except dismissal cases) Labour Court (dismissal cases) Circuit Court (gender cases - as alternative to ODEI / Labour Court)	Labour Court Circuit Court High Court	High Court Complainant or, with the consent of the complainant, the Equality Authority (where the Authority considers that the settlement, decision or determination is unlikely to be implemented without its intervention) applies to Circuit Court for Order directing compliance with mediation settlement, ODEI decision (unless appealed) or Labour Court determination (unless appealed)
European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003	Rights Commissioner	Employment Appeals Tribunal (EAT)	Employee/trade union or Minister applies to Circuit Court for Order directing compliance with Rights Commissioner Decision (unless appealed) or EAT Determination

Act/Regulations	Initial Complaint/ Referral To	Appeal To	Enforcement
Industrial Relations Acts 1946 - 2001			
Trade Disputes	Rights Commissioner	Labour Court	Voluntary Process
Trade Disputes	Conciliation Service LRC	Labour Court	Voluntary Process
Trade Disputes- Section 20 cases	Labour Court	None employee/ trade union taking case undertakes in advance to accept Recommendation	Voluntary Process for employer
*** EROs & REAs	Employment Rights Labour Inspectorate	Voluntary Compliance Expected	Civil/Criminal proceedings
REAs	Labour Court	Voluntary Implementation of Labour Court Order Expected	Criminal proceedings by Minister
*Maternity Protection Act 1994	Rights Commissioner	Employment Appeals Tribunal (EAT)	Party or Minister for Justice, Equality and Law Reform applies to Circuit Court for Order directing compliance with Rights Commissioner Decision (unless appealed) or EAT Determination
Minimum Notice and Terms of Employment Acts 1973 - 2001	Employment Appeals Tribunal (EAT)	Voluntary compliance expected	Trade union or Minister institutes proceedings in District Court for compensation awarded by EAT/ Employee sues employer in relevant Court for debt

Act/Regulations	Initial Complaint/ Referral To	Appeal To	Enforcement
National Minimum Wage Act 2000	Rights Commissioner	Labour Court	Employee/trade union or Minister applies to Circuit Court for Order directing compliance with Labour Court Determination (whether affirming Rights Commissioner's decision or on appeal from Rights Commissioner)
	Employment Rights Labour Inspectorate	Voluntary Compliance Expected	Civil/criminal proceedings by Minister
Organisation of Working Time Act 1997	Rights Commissioner	Labour Court	Employee/trade union or Minister applies to Circuit Court for Order directing compliance with Labour Court Determination (whether affirming Rights Commissioner's decision or on appeal from Rights Commissioner)
	EAT in certain circumstances	Similar appeal procedure to EAT linked case	Enforced in same way as EAT linked case
*Parental Leave Act 1998	Rights Commissioner	Employment Appeals Tribunal (EAT)	Party or Minister for Justice, Equality and Law Reform applies to Circuit Court for Order directing compliance with Rights Commissioner Decision (unless appealed) or EAT Determination
Payment of Wages Act 1991	Rights Commissioner	Employment Appeals Tribunal (EAT)	Rights Commissioner Decision (unless appealed)/EAT Determination enforced by party in civil proceedings as if order of Circuit Court
	Employment Rights Labour Inspectorate (pay slips only)	Voluntary compliance expected	Criminal proceedings by Minister

Act/Regulations	Initial Complaint/ Referral To	Appeal To	Enforcement
Protection of Employees (Fixed-Term Work) Act 2003	Rights Commissioner	Labour Court	Employee/trade union or Minister applies to Circuit Court for Order directing compliance with Labour Court Determination (whether affirming Rights Commissioner's decision or on appeal from Rights Commissioner)
Protection of Employees (Part-Time Work) Act 2001	Rights Commissioner	Labour Court	Employee/trade union or Minister applies to Circuit Court for Order directing compliance with Labour Court Determination (whether affirming Rights Commissioner's decision or on appeal from Rights Commissioner)
Protection of Young Persons (Employment) Act 1996	Rights Commissioner (section 17 of Act)	Employment Appeals Tribunal (EAT)	Parent/Guardian of child or young person or Minister applies to District Court for Order directing compliance with EAT Determination (whether affirming Rights Commissioner's recommendation or on appeal from Rights Commissioner)
	Employment Rights Labour Inspectorate	Voluntary Compliance expected	Criminal proceedings by Minister
**Protections for Persons Reporting Child Abuse Act 1998	Rights Commissioner (section 4 of Act only)	Employment Appeals Tribunal (EAT)	Employee/trade union or Minister for ETE applies to Circuit Court for Order directing compliance with EAT Determination (whether affirming Rights Commissioner's decision or on appeal from Rights Commissioner)

Act/Regulations	Initial Complaint/ Referral To	Appeal To	Enforcement
Protection of Employment Act 1977	Redundancy Payments Section Dept. Enterprise, Trade and Employment (Dept. ET&E)	Voluntary Compliance expected	Criminal proceedings by Minister
European Communities (Protection of Employment) Regulations 2000	Rights Commissioner	Employment Appeals Tribunal (EAT)	Employee/trade union or Minister applies to Circuit Court for Order directing compliance with EAT Determination (whether affirming Rights Commissioner's decision or on appeal from RC)
Redundancy Payments Acts 1967 - 2003	Employee to Employment Appeals Tribunal (EAT) against employer for refusal to pay redundancy lump sum	None	Social Insurance Fund pays award in the event of an employer defaulting on EAT Decision
	Employer to Redundancy Payments Section Dept. Enterprise, Trade and Employment (Dept. ET&E) (Deciding Officer)	EAT on foot of Deciding Officer's refusal of employer's claim	Fund pays rebate to employer If EAT finds in favour
	Minister may refer doubtful claim to EAT	None	Fund pays rebate to employer if EAT finds in favour
Terms of Employment (Information) Act 1994 and 2001	Rights Commissioner	Employment Appeals Tribunal (EAT)	Employee/trade union or Minister applies to District Court for Order directing compliance with EAT Determination (whether affirming Rights Commissioner's recommendation or on appeal from Rights Commissioner)

Act/Regulations	Initial Complaint/ Referral To	Appeal To	Enforcement
Unfair Dismissals Acts 1977 to 2001	Rights Commissioner or Employment Appeals Tribunal (EAT)	Employment Appeals Tribunal (EAT) Circuit Court	Employee or Minister applies to Circuit Court for Order directing compliance with EAT Determination (whether affirming Rights Commissioner's recommendation or on appeal from RC) or with Circuit Court Order (on appeal from EAT)
Protection of Employees (Employers Insolvency) Acts 1984 - 2003	Insolvency Section (Dept. ETE) Minister may refer doubtful claim to EAT	EAT on foot of Insolvency's Section refusal to pay from Social Insurance Fund None	Minister implements EAT Declaration

*Legislation administered by the Minister for Justice, Equality and Law Reform

** Legislation administered by the Minister for Health and Children

*** ERO = Employment Regulation Order, REA = Registered Employment Agreement

Note

Minister = Minister for Enterprise, Trade and Employment

The above table is only a general guide to enforcement and the language used is generic to accommodate brief descriptions. For exact or more complete information please consult individual Regulations/Acts or other explanatory documentation.

Most of the Acts listed above may be referred on a point of law to the High Court. Depending on the Act, referral may be by either party, the Minister, the Labour Court or the Employment Appeals Tribunal. For exact details please consult individual Acts.

For further information on the details contained in the above table contact Employment Rights Information Unit at telephone 01 631 3131 or 1890 201 615 (lo-call if outside 01 area).

SECTION 9

Labour Law
Employment Rights

LABOUR LAW – EMPLOYMENT RIGHTS

Below is a brief summary of Irish labour law. Fuller details are available in The TUF Guide to Labour Law for Union Representatives, which can be bought from the TEEU head office. References in the brackets to legislation are to the relevant page of the TUF Guide.

While this section is designed to provide you with information on basic rights in the workplace it is no substitute for the expert guidance and advice available from your union branch and full time officials. In difficult or unfamiliar circumstances you should always consult these at the earliest opportunity.

The primary purpose of labour law is to provide basic minimum standards in the workplace, regarding pay, working conditions, equality issues and security of employment. As shop stewards you should seek, whenever possible, to improve on these standards through the collective bargaining process.

Collective Rights, including the Right to Bargain

Irish employment law recognises the right of workers to combine in order to negotiate their pay and conditions. However there are restrictions placed on this right and workers who fail to observe these restrictions, such as the need to hold secret ballots and serve proper strike notice can find that their union, and they as individuals, may be open to prosecution.

The legal framework for most Irish employment law is provided by the Industrial Relations Act, 1990. It defines an employer as 'a person for whom one or more workers work, or normally work or seek to work, having previously worked for that person'.

It defines a trade dispute as 'any dispute between employers and workers which is connected with the employment or the terms or conditions of, or affecting the employment of any person'. Inter-union disputes, or disputes between workers are not covered by the Act.

Trade unions are defined in the Act as organisations that are holders of negotiating licences under the Trade Union Act, 1941. Only the industrial action of an authorised trade union and its members are protected from exposure to prosecution for civil damages or criminal activity in the course of a dispute.

Industrial action is defined as 'any action, which affects, or is likely to effect, the terms or conditions, whether express or implied of a contract and which is taken by any number or body of workers in compelling their employer, to accept or no to accept terms or conditions of, or affecting employment'.

A secret ballot and proper notice should be served before any form of industrial action is undertaken to ensure it is covered by the Act. A minimum of seven days strike notice is required, but in-house or sectoral collective agreements may impose longer periods. Remember that a decision to implement an overtime ban, work-to-rule or go-slow might be construed as industrial action by a court or another third party intervening in a dispute.

Where disputes involve an individual worker, including dismissals, all in-house and third party procedures must be exhausted before any other form of action is contemplated. This would include referrals to the Labour Relations Commission, Labour Court, Equality Tribunal, Rights Commissioner, or Employment Appeals Tribunal. However, if an employer fails to comply with in-house or third party procedures then the union will be deemed to have completed this stage. The aim of the legislation is to promote good practice on the part of all parties and penalise those who do not abide by the rules.

PICKETING

Peaceful picketing is covered by section 11 (1) of the 1990 Act. It must be at the place of business or, if this is not possible, pickets can be mounted at the approaches. You are entitled to communicate your views to other workers and members of the public, and also seek to dissuade people from passing your picket. However you cannot physically obstruct people from doing so. Union officials and branch officers are entitled to attend members on picket duty. The law is less clear on the degree to which other workers can support a picket.

SECONDARY PICKETING

This is lawful, provided it can be proved that the other employer is assisting your employer or acting in a way that is prolonging or preventing a resolution of the dispute. Unfortunately this can be difficult to prove, especially if the other side seek court injunctions.

HEALTH SERVICES

TEEU members working in hospitals and other health facilities should be aware that employers are entitled to maintain life-preserving services during a dispute. Normally special arrangements are in-place defining emergency cover in such situations.

SECRET BALLOTS

To comply with the law you must ensure that:

- All members who may be called upon to engage in industrial action must be included in the ballot
- If the support of other groups of workers is needed at a later stage they must be balloted. It is often a good negotiating tactic to flag to members, and management, that you intend balloting other workers and extending the dispute if it is not resolved locally.
- The relevant bodies within the union sanction the ballot and administer it. These may not necessarily be the same. For instance the EMC may sanction a strike ballot, but a branch committee might administer it.
- The relevant body administering the ballot must ensure there is no interference with or constraints imposed on members when they vote. If someone complains later that a shop steward stood over them while they filled in the ballot paper or they had to give their ballot to someone else to put in the ballot box this can invalidate the

process. Even if someone does this for convenience sake some managers will exploit such deficiencies in the process for their own ends.

- The purpose and scope of the industrial action should be stated clearly on the ballot paper. The safest formula is usually to seek a mandate for, and including, an all-out strike.
- After the ballot is concluded members are entitled to know the number of ballot papers issued, the number of votes cast, the numbers in favour and against the proposed action and the number of spoilt ballot papers. Ballot papers should be kept in a safe place for inspection.
- Where there is more than one union present in the workplace the ballot may involve other groups of workers. In such cases it is normal to count votes separately but accept the result of the aggregate vote.
- To strengthen the effectiveness of industrial action you may seek an all-out picket from the Irish Congress of Trade Unions. This request will be processed through official TEEU channels. ICTU will then consult other unions who may be affected by the request. While all-out pickets can be a very powerful weapon in a dispute, they can also mean you exercise less control over its conduct as Congress and other affiliates may acquire a say in how it is run, and ultimately resolved.

INJUNCTIONS

Either side can seek an injunction from the court. While these are most often sought by employers, unions have been known to seek them as well, for instance in the Irish Ferries dispute where the company tried to break a registered employment agreement it had with ships officers.

Employers usually seek injunctions on the following grounds - alleged intimidation or obstruction by pickets and failure to conduct ballots properly. This is why it is important to be able to show a third party, such as a judge, that you have followed procedures correctly.

TRADE UNION RECOGNITION

There is no automatic right to union recognition in Ireland. But as a result of trade union lobbying over the years we now have procedures in the Labour Court under the Industrial Relations (Miscellaneous Provisions) Act, 2004, which allow unions to pursue members interests even in companies which refuse to recognise unions. Copies of the Code are available from the Labour Court or the TEEU.

Under these provisions the Code of Practice can be used to refer a dispute to the Labour Court. It must hold a hearing within six weeks and issue a Recommendation within three weeks of the hearing.

Although the Court cannot force a company to recognise a union, it can make an award on pay and conditions based on the union's claim. If the company refuses to accept the Recommendation then the union can refer the case back to the Court. It must hold another hearing within four weeks and issue a legally binding Determination within three weeks.

Thus, a union can obtain the substance of collective bargaining if not the form.

If you are in a situation where a company refuses to recognise the TEEU then you should refer the matter to the union for advice before proceeding further.

THE LABOUR RELATIONS COMMISSION AND LABOUR COURT

The Labour Relations Commission (LRC) is a tripartite body consisting of employer, union and state appointed representatives. It promotes good industrial relations, including the provision of conciliation and advisory services, preparing codes of practice, assisting Joint Labour Committees and Joint Industrial Committees (see section below on 'Wages and Wage Rates', subsection on 'EROs and REAs') and providing the Rights Commissioner service.

If the LRC is unsuccessful in resolving a dispute it can be referred jointly, or by either party to the Labour Court, provided that the LRC confirms that it has no further role to play. The LRC report to the Labour Court will include information on the issues involved.

The Labour Court will hear submissions from each side before issuing a Recommendation. Normally it will attempt to bridge the gap between the two sides.

LABOUR COURT RECOMMENDATIONS

These are not usually binding, although both sides are expected to accept them or at least consider them favourably. Rejection of a Recommendation by either side can be seen as acting unreasonably. It can have a significant impact on how other unions, employers and the wider public view a dispute.

Some of the Court's Recommendations are binding. These include all appeals by either side against decisions by Rights Commissioners. Cases brought by either, or both parties under Section 20 of the Industrial Relations Act, 1969, are binding on the party, or parties, who refer the dispute to the Labour Court. However the outcome is not binding on an employer or union that declines to activate the Section.

LABOUR COURT DETERMINATIONS

Labour Court Determinations on an appeal by either party to an Equality Tribunal Decision, or on matters connected to the Organisation of Working Time Act, are binding. (See sections on Working Time and Equality below)

Labour Court Recommendations and Determinations can be accessed on the Labour Court website at www.labourcourt.ie. However you need to have the date and, or names of the parties to find outcomes easily. The site also contains current JLC/REA rates of pay.

CODES OF PRACTICE

The Labour Relations Commission has responsibility for drawing up Codes of Practice. These Codes can be adopted by employers and unions, or used as a model for a local agreement. The Codes are not legally binding but they can be taken into account by courts of law and the industrial relations institutions of the state when they are involved in a dispute. The absence of a Code can have an adverse effect for employers as it indicates an unwillingness to embrace good industrial relations practices.

The Codes are primarily intended to promote good industrial relations and conflict resolution. Among areas covered by LRC Codes of Practice are:

- The conduct of disputes in essential services such as health and the ESB
- The protection of the rights of employee representatives, such as shop stewards
- Grievance and Disciplinary Procedures (see below)
- Bullying
- Determining employment status
- Rest periods
- Equality (see below)

(TUF Guide 220-221)

Individual Worker's Rights

There is considerable overlap between workers' collective and individual rights – for instance in the case of redundancies, or equality where a dispute can involve one or more person.

Most TEEU members work in companies where unions are recognised and there are written contracts of employment. However, an employer may dispute that someone is an employee.

Criteria for deciding if someone is an employee include:

- They are under the direct control of another who decides when, how and where they work
- They only supply labour
- They worked for fixed hourly, weekly or monthly rates
- They cannot subcontract out the work given to them
- They do not supply materials for the job, other than small tools of their trade
- They are not exposed to financial risk related to their job
- They work set hours
- They work solely, or mainly for one business
- They receive expenses such as subsistence and travel costs
- They are entitled to extra pay or time off for overtime
- There are PRSI and PAYE tax deductions

RIGHTS COMMISSIONERS

The Rights Commissioners' Service at the Labour Relations Commission exists to uphold the rights of individual workers and resolve disputes in which they are involved. Cases can be brought by individuals as well as through their union. However it is not a substitute for collective bargaining and Rights Commissioners cannot determine issues such as rates of pay, holidays or hours of work for groups of workers.

Cases can be referred to the Rights Commissioner Service under:

- Unfair Dismissals Acts, 1977-2001
- European Communities (Safeguarding Of Employees Rights On The Transfer of Undertakings) Regulations, 1980 and 2000
- Payment of Wages Act, 1991
- Terms of Employment (Information) Act, 1994
- Maternity Protection Act, 1994

- Adoptive Leave Act, 1995
- Protection of Young Persons (Employment) Act, 1996
- Organisation of Working Time Act, 1997
- Parental Leave Act, 1998
- National Minimum Wage Act, 2000
- Protection of Employees (Part-time Work) Act, 2001.

Workers can refer cases to other important tribunals on an individual or collective basis. These are the Employment Appeals Tribunal and the Equality Tribunal.

EMPLOYMENT APPEALS TRIBUNAL

The Employment Appeals Tribunal can hear cases under:

- Redundancy Payments Acts, 1967-2003
- Minimum Notice and Terms of Employment Act, 1973-2001
- Unfair Dismissals Acts, 1977-2001
- Protection of Employees (Employers Insolvency) Acts, 1984-2001
- Payment of Wages Act, 1991
- Terms of Employment (Information) Act, 1994-2001
- Maternity Protection Act, 1994
- Adoptive Leave Act, 1995
- Protection of Young Person's (Employment) Act, 1996
- Organisation of Working Time Act, 1997
- Parental Leave Act, 1998
- Protection for Persons Reporting Child Abuse Act, 1998
- Protection of Employees (Part-Time Work) Act, 2001
- Carer's Leave Act, 2001.

EQUALITY TRIBUNAL

This body can deal with all cases to do with equal pay and equal treatment at work. Initially it will try to resolve problems through its Mediation Service, but if this is not successful or is not acceptable to both parties, a case can be investigated by an Equality Officer. The outcome can be appealed to the Labour Court, whose decision is binding.

Grievance and Disciplinary Procedures

Most of the problems involving individual members that arise in the work place are dealt with through the grievance and disciplinary procedures. There is a Code of Practice available from the Labour Relations Commission under Statutory Instrument 146 of the Industrial Relations Act, 1990. A copy of the Code is provided as an appendix to this section of the manual.

An employer is legally obliged to have a grievance and disciplinary procedure that is at least as good as the LRC Code.

The Code is based on principles of 'fair procedure' and 'natural justice' as defined in the Irish Constitution. In the case of individuals facing disciplinary charges these include:

- Full notice of any complaint
- The Right to representation
- The opportunity to mount a full defence
- Presumption of innocence

Any penalty should be appropriate to the offence – only very serious misconduct should incur suspension or dismissal

If procedures are unfair, management can be informed that failure to abide by them will be cited against them if the matter has to be referred to an industrial relations tribunal.

Cases should be resolved locally whenever possible. The procedures should clearly identify what constitutes a breach of discipline and the steps involved in dealing with such breaches.

Disciplinary action may include:

- Oral warnings
- Written warnings
- Suspension without pay
- Transfers to another task or department
- Demotion
- Other appropriate measures
- Dismissal

(TUF Guide 116-119)

Working Hours and Holidays

Hours of work, rest breaks and holidays are governed by the Organisation of Working Time Act. This is primarily a health and safety measure to ensure workers have proper rest breaks between shifts. The Act provides statutory rights that include:

- A maximum working week of 48 hours. (This limit can be exceeded, provided that average weekly hours do not exceed 48 hours.)
- A daily break of 11 consecutive hours
- Regular rest breaks at work – at least 15 minutes after 4.5 hours and 30 minutes after six hours. The 30 minutes includes the earlier 15 minute break if this has been granted already
- A break of at least 24 consecutive hours every week
- Maximum average night work of eight hours. (Midnight to 7 am.)

There is no pay entitlement for rest breaks. Traditionally day breaks are unpaid and night breaks are paid.

The Labour Relations Commission has provided a Code of Practice (SI 44, 1998). It can be used in cases brought before Rights Commissioners and the Labour Court. Some sectors are also covered by Employment Regulation Orders issued by Joint Labour Committees. These are statutory bodies, on which unions and employers are represented, which regulate minimum pay and conditions.

Employers may want staff to 'opt out' of the 48 hour average week and longer hours. However this can only be done with the consent of the employee, in writing. In unionised employments the 'opt out' process can only be implemented through a collective agreement. (TUF Guide 52-54)

SUNDAY WORKING

This must be compensated by payment of a 'reasonable allowance'. The Act does not say how much and is subject to negotiation.

UNSCHEDULED CHANGES IN WORKING HOURS

If start and finish times are not specified in employment contracts, or shifts are determined on a weekly basis, employees are entitled to 24 hours notice of a change in working times. This can only be waived in exceptional circumstances.

ZERO HOURS CONTRACTS

Workers can no longer be hired on the basis of being constantly on-call but with no guarantee of fixed hours or rest breaks. Zero hours contracts are outlawed under the Act. Employers must also keep detailed records of hours staff work.

COMPLAINTS ABOUT EMPLOYERS

Complaints against employers breaching the Act can be reported to the Labour Inspectorate of the Department of Enterprise, Trade and Employment. They are empowered to visit the premises and investigate. They cannot disclose the identity of the complainant without that person's permission. (TUF Guide 54-58)

HOLIDAYS

Every employee is entitled to at least 20 days (four weeks) paid annual leave, plus the nine public holidays. Holiday entitlements begin to accumulate from the date when they join a company and are usually calculated on a monthly. The 'leave year' runs from April 1st to March 31st, but this can be renegotiated by mutual agreement.

Part-time workers are entitled to paid leave on a pro rata basis (eg ten days if they work half the full time roster). Agency workers can receive holiday pay from the agency, or the local employer, whichever pays them normally.

Holiday pay should be paid in advance and should be the equivalent on a normal week's pay. In the event of disagreement over how much is involved a shop steward should consult the Organisation of Working Time (Determination of Pay for Holidays) Regulations, 1997, SI 475. Overtime is not usually included in the calculation of holiday pay but the Labour Court has recommended that it should be in situations where overtime is regular and rostered.

Employers ultimately decide when an employee takes holidays, but they must take account of the employees leave entitlements. Holidays must be taken within the 'leave year' but this can be adjusted by up to six months by mutual agreement. However employees cannot take pay in lieu of holidays unless they are leaving the job.

PUBLIC HOLIDAYS

- New Year's Day – January 1st
- Saint Patrick's Day – March 17th
- Easter Monday
- May Day - the first Monday in May

- Whit Monday – the first Monday in June
- August bank holiday – first Monday in august
- Halloween – last Monday in October
- Christmas Day – December 25th
- Saint Stephen's Day – December 26th

Good Friday is not a public holiday and has no legal status. But in some employees such as local authorities and creameries employees are also entitled to church holidays.

Fulltime employees are automatically entitled to public holidays, however short their service. Part-time employees must have accumulated at least 40 hours in the five weeks preceding the holiday to benefit.

Employees are entitled to:

- A paid day off, or
- A paid day off within a month, or
- An additional annual leave day when taking their holidays, or
- An additional days pay – 'double time'.

Remember these are minimum entitlements and can often be improved through collective bargaining. Any disputes should be resolved through SI 475 of 1997, referred to above. If an employer refuses to give a member holiday entitlements a complaint can be made to a Rights Commissioner in the first instance. The decision can be appealed by either side for a binding determination by the Labour Court.

(TUF Guide 59-64)

Wages and Wage Rates

PAYMENT OF WAGES ACT, 1991

The term wages covers all forms of pay, including basic rates, overtime, shift allowances, paid holiday, maternity and sick leave. It does not cover items such as expenses, pension contributions, death or retirement benefits, payment in kind, loans or employee shares. The Payment of Wages Act, 1991, entitles employees to regular payment of wages, the right to a written statement of wages and deductions, and prohibits unlawful deductions such as the cost of providing personal protective equipment. Employers must pay wages in cash, or some other form, such as electronic transfer, that it acceptable to the employee.

However an employer can request a contribution towards the cost of replacing personal protective equipment that has been lost or misused in the workplace. An employer can also make deductions for general losses incurred by employees, or for disciplinary reasons. In most employments such deductions are covered by collective agreements. If there are no agreed procedures details of the proposed reductions must be provided to the employee at least a week beforehand and the employee is entitled to defend him, or her self. Deductions cannot start if more than six months have elapsed since the alleged incident.

Complaints about breaches of the Payment of Wages Act should be made to a Rights Commissioner within six months. In exceptional circumstances they can investigate claims up to 12 months after the alleged breach. Both sides can appeal a Rights Commissioner's decision to the Employment Appeals Tribunal but must do so within six weeks. If the employer still refuses to acknowledge the decision, an employee can seek enforcement through the Circuit Court. A case can also be taken directly to the courts, but this is expensive and means that it cannot be taken to a Rights Commissioner at a later stage. *(TUF Guide 65-69)*

NATIONAL MINIMUM WAGE

The National Minimum Wage was the product of a long trade union campaign. It is regularly adjusted upwards in line with national wage agreements. There are slightly lower rates for young workers (under 18), workers just starting employment for the first time, such as school leavers, if over 18 and for trainees. However 'starter' rates apply for a maximum of two years and trainee rates for a maximum 12 months.

Rates for apprentices are set by FÁS in consultation with the social partners. Cases of non-compliance can be taken to a Rights Commissioner and cases should be lodged within six months, or 12 months in exceptional circumstances.

EROs and REAs

Employment Regulation Orders (EROs) and Registered Employment Agreements (REAs) are legally binding. These cover issues of statutory minimum pay for selected sectors of employment.

TEEU members are most likely to be affected by REAs, which are the minimum rates of pay set by Joint Industrial Councils (JIC) in sectors, such as electrical contracting, the motor trade and construction. These are voluntary national negotiating bodies chaired by a representative of the Labour Relations Commission.

EROs are set by Joint Labour Committees (JLCs). These are statutory bodies operating under the auspices of the Labour Court and they set legally binding rates for some low paid sectors such as the textile, cleaning and security industries.

Collective agreements made through the JIC process can be registered with the Labour Court and are legally binding on employers.

There have been major problems recently with the growth of bogus self-employment in the Construction Industry to get around payment of ERAs. However in a recent Labour Court case where an employer maintained that two workers were self-employed sub-contractors and therefore not covered by the Construction Industry REA, the Court decided they were covered by the REA. The decision was based on a 2005 High Court case which found that the definition of a 'worker' in the 1990 Industrial Relations Act was wide enough to include an individual sub-contractor.

Complaints over breaches of REAs can be made to the Labour Court or to the labour inspectorate of the Department of Enterprise, Trade and Employment.

(TUF Guide 70-78 and 218-219)

A list of EROs and REAs, with the sectors they cover, is provided as an appendix to this section of the manual.

Minimum Notice

People employed for at least 13 weeks continuously by a company are entitled to Minimum Notice. However, if they decide to leave a job without giving notice this can be taken into account by the employer and deducted from the total due.

Statutory Minimum Notice payments vary, depending on service.

Length of Service	MinimumNotice
Thirteen weeks to two years	One week
Two years to five years	Two weeks
Five years to ten years	Four weeks
Ten years to 15 years	Six weeks
Over 15 years	Eight weeks

For more information: Minimum Notice and Terms of Employment Acts, 1973-2001
(TUF Guide 26-28)

EMPLOYMENT CONTRACT

Employees are entitled to a written contract of employment under the Terms of Employment (Information) Acts, 1994-2001. The legislation applies to apprentices as well as other employees. The copy of the contract must include information on:

- Full name and address of employer and employee
- The main place of work and if an employee is required to work elsewhere
- Job title or nature of work
- If the contract is temporary it must state the expected duration of employment
- If it is fixed term the contract must give date on which it expires
- Rate of remuneration or how it is calculated
- How remuneration is paid, eg daily, weekly, monthly
- Hours of work, including overtime provisions
- Details of breaks and rest periods
- Details of sick pay, holidays and other paid leave
- Details of pension schemes
- Details of Minimum Notice
- Details of collective agreement with the union, or where they can be obtained.

If an employer refuses to supply a written contract, or provides one with incorrect information, a complaint can be made to a Rights Commissioner. The decision can be appealed, by either side to the Employment Appeals Tribunal. If an employer refuses to implement a finding he, or she faces fines of up to €1,270. *(TUF Guide 29-31)*

PART TIME WORKERS

These are covered by the Protection of Employees (Part-Time Work) Act 2001. The Act states that part-time employees cannot be treated less fairly than full time employees. It covers people supplied by employment agencies as well as direct employees. However the obligation to ensure part-time agency workers are treated fairly lies with the agency, which may make it difficult to represent them. *(TUF Guide 32-37)*

YOUNG WORKERS (UNDER 18)

The Protection of Young Persons (Employment) Act 1996 covers everyone under 18 who is in the workplace. A 'child' is defined in the Act as anyone under 16, or of school leaving age, whichever is higher. A 'young person' is anyone between 16 and 18.

No one under 16 can be employed in a regular full time job, but employers can take on 14 and 15 year olds for 'light' work. This can be full time during school holidays. Fifteen year olds can be employed part-time during the school term, or as part of an educational or work experience programme approved by the Minister or by FÁS.

Young workers have a shorter working week than adults (no more than 35 hours if they are under 16) and are entitled to longer breaks than adults. Employers have extra obligations to young workers regarding health and safety issues. Parents who connive with employers to allow children to work excess hours are liable to prosecution. There are exemptions to the Act covering cultural, artistic, sports and advertising activities licensed by the Minister, the Defence Forces, those working at sea and on family farms.

(TUF Guide 38-42)

AGENCY WORKERS

Employment agencies must be licensed and registered with the Department of Enterprise, Trade and Employment. The person paying the wages is the employer and has the same obligations and responsibilities as any other employer. Agency workers have most of the employment rights as other workers but these can often be hard to enforce because of the frequency with which they are often moved from one location to another. *(TUF Guide 43)*

Unfair Dismissal

The Unfair Dismissals legislation was first introduced in 1977 and was updated in 2001, so that it now covers all employees, including apprentices, part-time, contract workers and workers employed through an employment agency. In the case of agency workers the third party, or person hiring the worker is deemed the employer.

People under 16 and over 66 are not covered by the Acts.

A person must be employed for at least 12 months to be covered by the Act unless the dismissal stems from:

- Pregnancy, childbirth, breastfeeding or related matters
- Proposed exercise of rights under the Maternity Protection Act, 1994, the Adoptive Leave Act 1995and the Parental Leave Act, 1998, including its force majeure provisions (see under next section on leave entitlements)
- Entitlements under the National Minimum Wage
- Trade union membership or activities
- Exercise of rights under the Carer's Leave Act 2001.

If an employee has less than 12 months service immediately before the dismissal they may still qualify if they were previously employed by the same company with a gap of no more than 26 weeks. This provision can prove useful in the case of workers on short term contracts or other forms of casual employment.

The burden of proof in unfair dismissal cases is on the employer. It must be demonstrated that dismissal was due to:

- Employee lacking the capability, competence or qualifications to perform their duties
- Misconduct
- Redundancy

Continuing someone's employment would contravene other statutory requirements on the employer, for example continuing to employ a driver who has lost his licence or whose activities are endangering the safety of other employees.

It is important when dealing with a case of unfair dismissal to check out the employment record of a member you intend to represent. Normally previous misconduct or bad time keeping will be logged under the grievance and disciplinary procedures.

WHAT IS AN UNFAIR DISMISSAL?

Any dismissal arising from an employee's:

- Trade union membership or activities outside working hours, or at times permitted by the employer within the workplace
- Religious or political opinions
- Sexual orientation
- Colour or race
- Membership of Traveller Community
- Legal proceedings against the employer where the employee is a party or witness
- The grounds listed above Besides the grounds listed above, unfair dismissal or this will be conduct unfair unless the employer can justify the dismissal.
- Pregnancy, childbirth, breastfeeding or related matters
- Exercise of rights under the Maternity Protection Act, 1994, the Adoptive Leave Act 1995and the Parental Leave Act, 1998, including its force majeure provisions, the National Minimum Wage and Carer's Leave Act 2001. *(TUF Guide 108-115)*

Equality

The most important piece of legislation in this area is the Employment Equality Act, 1998. This requires that men and women receive equal pay for 'like' or equal work. This is defined work of the same, similar or equal value. The Act also outlaws discrimination against employees on nine grounds. These are:

- Gender – male, female, trans-sexual
- Marital status – single, married, divorced, separated, widowed
- Family status – pregnant, parent or resident carer
- Sexual orientation – heterosexual, gay, lesbian, bisexual
- Religion – different religious beliefs, or none
- Age – employees between 18 and 65, or 15 and 65 in vocational training, must be treated equally
- Disability – this includes physical, intellectual, learning, cognitive and emotional disabilities, as well as a range of medical conditions
- Race – skin, colour, national, ethnic or national origin
- Membership of the Traveller community

Trade unions are also covered by the Act, which prohibits indirect discrimination, as well as direct discrimination. In other words, when you are negotiating with an employer on working conditions or a collective agreement it is important to ensure that all employees affected by the negotiations are treated fairly. A common form of indirect discrimination is the operation of pay structures where grades made up overwhelmingly of one group (usually women) are paid less than members of another grade doing work of comparable value. Another common form of indirect discrimination is failure to recruit women for jobs which have traditionally been considerate male preserves, such as apprenticeships in construction and engineering. As the country's largest craft union the TEEU has been to the fore in promoting positive discrimination to ensure more women enter the trades.

However there are areas excluded from the Act. These include the performing arts where a man, or woman, may be specifically required to play a role in a play or film, artists' models or special treatments specific to pregnancy. Similarly religious organisations are excluded from the Act because ministers of religion must meet specific criteria related to that religious faith. Nor can employers be compelled to recruit a worker with a disability if the provision of training or special facilities would be higher than a nominal cost above the norm. (The Irish Trade Union Trust has produced a workplace guide for people with disabilities.)

For a detailed list of exceptions to the Act see the *TUF Guide 144-145*.

The Act also explicitly prohibits sexual harassment. The Act defines this as:

- Unwanted physical intimacy
- Requests for sexual favours
- Spoken words or gestures
- Displays of sexist words, pictures or other materials in the workplace
- Conduct that can reasonably be regarded as sexually offensive, humiliating or intimidating.

Harassment can also occur in relation to other grounds under the Act such as marital status, religion, sexual orientation, disability, race or membership of the Traveller Community. In some cases the Act can be invoked to cover harassment outside working hours.

TAKING ACTION TO DEAL WITH INEQUALITY

Complaints should be raised initially with the employer and often this leads to a resolution of the problem. If this approach fails the shop steward should contact the TEEU. If someone in your workplace is affected but is not in a union, you can refer them directly to the Equality Authority.

Trade unions usually refer cases directly to the Office of the Director of Equality Investigation, or Equality Tribunal as it is often called. It offers a Mediation Service and if it is resolved at this level both sides sign an agreement that is legally enforceable. Information disclosed at mediation is confidential and cannot be disclosed to third parties.

If the Mediation Service is unsuccessful the case can be referred to an Equality Officer, who issues a decision. These decisions may be appealed, within six weeks, to the Labour Court for a legally binding determination.

If discrimination has occurred in an equal pay case arrears can be backdated by up to three years. In other case the maximum is two years or, where the person is not an employee, €12,700.

Employers who fail to implement decisions of the Equality Tribunal, Mediation Service or Labour Court cases can be brought before the Circuit Court for enforcement. Cases may also be referred to the High Court on a point of law. *(TUF Guide 143-150)*

EQUAL STATUS ACT, 2000

This deals primarily with the provision of goods, services and facilities to people. The same nine grounds for discrimination outlined above apply. However it tackles discrimination against people as consumers rather than as workers.

- You may be asked to deal with cases where:
- A member experiencing discrimination outside the workplace seeks your advice
- A member may be involved because a customer has made a complaint against the company
- A member may face disciplinary proceedings because of a complaint
- A member may be denied access by the company to certain goods, services or facilities because of their gender, disability or some other reason
- A member face discrimination or harassment arising from their with employment, perhaps when working off-site for a customer
- A member may have a complaint against the union

Complaints brought under the Equal Status Act must be made in writing within two months of the alleged incident to the service provider. They must also state that they intend lodging a complaint with the Equality Tribunal if they are not satisfied with the response.

The complainant has six months to refer the complaint to the Equality Tribunal, or 12 months in exceptional circumstances. An Equality Mediation Officer can investigate the complaint if both sides agree, or the Tribunal can investigate. *(TUF Guide 151-155)*

Leave

MATERNITY LEAVE

From March 2006 mothers of new-born children will be entitled to 22 weeks paid maternity leave and to 26 weeks in 2007. They can also take up to eight weeks unpaid leave. They must take at least four weeks before the date of confinement and another four weeks afterwards.

Expectant mothers must supply their employer with at least four weeks formal notice of the birth, accompanied by a medical certificate. A mother must also give four weeks notice of her intention to return to work.

In the case of an early birth, maternity leave begins automatically from the time the baby is born. If a baby is overdue, the mother can request an extension of maternity leave but must notify the employer in writing as soon as possible.

If a baby is stillborn the mother is entitled to full maternity leave if it occurs after the 24th week of pregnancy. If it occurs before then she is not entitled to maternity leave.

Mothers on fixed term contracts that run out before they can avail of full leave will still receive their state entitlements to paid leave but may forfeit any 'top-up' payments from the employer.

If the mother dies within 22 weeks of giving birth the father is entitled to take paid leave. The amount varies, depending on circumstances, and must begin within seven days of the mother's death. Employers must allow time off for ante-natal and post-natal medical visits, as well as medically certified health and safety leave if required.

Expectant mothers and women who are breast feeding are entitled to protection from hazards at work that constitute an unacceptable risk to the mother or baby. These are contained in Safety, Health and Welfare at Work (Pregnant Employees) Regulations 1994. SI 1.

(TUF Guide 78-87)

ADOPTIVE LEAVE

This provides 14 consecutive weeks of adoptive leave from the day a child is placed with the adopting mother or, in the case of a sole male adopter, the adopting father. Up to eight additional weeks can be sought, immediately after the first 14 weeks expire. People taking adoptive leave must have at least 39 PRSI contributions paid in the previous 12 months, or at least 26 weeks PRSI in the relevant tax year, and 26 weeks PRSI contributions in the previous year. All contractual and statutory employment entitlements are protected during adoptive leave. *(TUF Guide 88-91)*

PARENTAL LEAVE

Parents are entitled to take up to 14 weeks unpaid parental leave under the Parental Leave Act, 1998, for children aged up to five, or eight in the case of adopted children. Employers must be given six weeks notice. Up to three days consecutive leave, or five days in total over a 12 month period, can be taken under the 'force majeur' provision, which covers family crises. No notice is required. Disputes over what constitutes a 'force majeur' situation can be referred to a Rights Commissioner. *(TUF Guide 92-97)*

CARERS LEAVE

The Carer's Leave Act, 2001, updated on May 1st, 2006, allows a person to take up to a maximum of 104 weeks leave in respect of someone in need of care. The Act covers all employees, including apprentices and agency workers. To qualify a worker must have at 12 months continuous service with the employer and they must intend to care for the person full time. A Deciding Officer or Appeals Officer at the Department of Social, Community and Family Affairs must determine if the relevant person needs full time care. This decision will be based on the medical evidence from the GP and the Department's own medical adviser.

However an employer may refuse leave on 'reasonable grounds', such as failure of the employee to produce evidence that a Deciding Officer or Appeals Officer has made a decision on the need for fulltime care. The leave may be taken over 65 consecutive weeks or a number of shorter periods. *(TUF Guide 98-105. The Guide, which was published prior to this manual, gives the old leave entitlement of 65 weeks.)*

Pensions

Occupational Pensions are covered by the Pensions Act, 1990 and the Pensions (Amendment) Act, 2002. The 2002 Act was mainly concerned with the introduction of Personal Retirement Savings Accounts (PRSAs).

The main objectives of the 1990 Act are:

- To ensure compulsory preservation of workers' entitlements under occupational pension schemes when they change jobs
- Introduce minimum funding standards
- Provide for disclosure of information to scheme members
- Clarify the duties of trustees
- Introduce equal treatment of male and female employees
- Provide for the establishment of the Pensions Board

TWO TYPES OF PENSION

There are two types of pension scheme. One is known as a Defined Benefit (DB) scheme and the final pension is usually a percentage of your full salary at retirement, based on years of service. This is funded largely by the employer.

The other scheme is a Defined Contributions pension (DC). The pension is based solely on investment returns and rarely matches the income from a DB scheme. The DB scheme has the advantage of being predictable and, in some cases, has an element of inflation proofing.

Employers are not obliged to establish a pension scheme or contribute to it. But in the absence of an in-company occupational pension scheme they must facilitate employees in establishing a PRSA. This is a long term investment fund designed to provide an income on retirement.

TRUSTEES AND MEMBERS RIGHTS

Trustees are responsible for ensuring a pension scheme is properly run. Under Sections 5 and 62 of the 1990 Act workers are entitle to elect at least two trustees. (The Pensions Board publishes a Trustee Handbook, which outlines the duties involved.)

Members of a scheme are entitled to generational information on the conditions of membership, how contributions are calculated, the details of benefits and a contact address. Most schemes provide information booklets and all schemes must provide annual statements to members with personal details of contributions paid and benefits accrued.

CHANGING JOBS

Occupational pension schemes must preserve the rights of members who leave before retirement. However a worker must have at least two years service. A worker can also transfer payments to a scheme provided by his new employer or an approved insurance policy.

PENSIONS OMBUDSMAN

The Ombudsman has the power to investigate complaints. The time limit for bringing a complaint is six years, or three years after the complainant became aware of the alleged defect or maladministration of the scheme. There is an absolute limit of six years on complaints arising prior to the passing of the 2002 Act under which the Ombudsman was appointed.

(TUF Guide 156-161)

Redundancy Payments

Statutory redundancy payments were recently increased significantly as a result of the campaign launched by the Trade Union Federation (TUF), of which the TEEU is a member. The other member is SIPTU. Under the Redundancy Payment Acts, 1967-2003, employees with at least two years (104 weeks) continuous service are entitled to a statutory lump sum based on their length of service. The amount is based on weekly earnings and is tax free up to a maximum of €600 a week.

The Acts cover all employees between the ages of 16 and 66, including apprentices and part-time workers. Although entitlements are based on continuous service, breaks in service of up to 26 weeks that are authorised by an employer such as lay-offs, do not disqualify employees. The break in employment can be up to 78 weeks when due to sickness or injury. Absence due to statutory leave involving parents (including force majeure), carers, strikes and lockouts, or service with the Reserve Defence Forces does not disqualify applicants.

People become eligible for redundancy payments when they lose their job due to the complete or partial closure of the enterprise where they work. Redundancies can be voluntary or compulsory. Where an employer is seeking 'volunteers' to leave, members should check out the situation thoroughly with the TEEU to ensure they are covered by the Act. You are not entitled to payment if you simply decide you want to leave a job.

In some situations where people are laid-off or put on short time working because of trading difficulties they may also be entitled to redundancy payments. You should check this out with the TEEU.

MINIMUM PAYMENTS

You are entitled to at least two weeks pay per year of service if you are made redundant. Calculation of a week's wage can vary depending on whether there are shift premia, overtime payments, bonus, commission or other payments to take into account. Minimum notice legislation also applies and pay due in lieu of notice can be factored into the deal.

Normally the terms are agreed through negotiation. In unionised employments significantly more than the statutory payments are the norm.

If a company goes bankrupt and cannot pay redundancy then the money can be claimed from the Social Insurance Fund through the Department of Enterprise, Trade and Employment. However this only applies to the statutory minimum. Any extra amount agreed in negotiations with the company will not be honoured by the state.

Disputes over redundancy entitlements can be referred to the Employment Appeals Tribunal. However there is a time limit of a year (52 weeks) from the date of dismissal within which claims

for redundancy must be made. There is an obligation on employers to administer redundancy schemes fairly. Individuals cannot be single out and dismissed contrary to established procedures within the enterprise, such as 'first in, last out'. However the precise process will vary from plant to plant. (TUF Guide 120-128)

COLLECTIVE REDUNDANCIES

Collective redundancies occur when, within a period of 30 days, a significant proportion of the workforce is dismissed.

At least five redundancies	Workforce between 20 and 49
At least ten redundancies	Workforce between 50 and 99
At least ten per cent of workforce redundant	Workforce between 100 and 300
At least 30 redundancies	Workforce of more than 300 between

An employer must consult with worker representatives with a view to reaching an agreement at least 30 days before the first dismissals are due to take place. Consultation must cover areas such as

- Avoiding any unnecessary redundancies
- Reducing the numbers
- Mitigating measures such as redeployment and retraining
- Selection of candidates for redundancy
- Details of the way in which it is proposed to implement the redundancy programme

The employer must also notify the Department of Enterprise, Trade and Employment in writing of the redundancies at least 30 days before the first dismissal is due to take place. He must also issue employees with Form RP2 certifying that they are being made redundant.

If a company is going into bankruptcy, liquidation or on foot of a court order the 30 days notice does not apply.

However individual workers rights must still be respected and an employee or trade union can lodge a complaint with a Rights Commissioner if an employer fails to inform or consult them on its plans. Complaints must be lodged within six months of the alleged breach of the Act. Determinations by a Rights Commissioner can be appealed to the Employment Appeals Tribunal by both sides. *(TUF Guide 120-132)*

WHAT IF MY COMPANY IS INSOLVENT?

The Minister for Enterprise Trade and Employment can order an inspection of the company's books and investigate if it is complying with the legislation. Under the Protection of Employees (Employers' Insolvency) Acts, 1984-2001, an employee's basic statutory entitlements are protected. If necessary these will be paid out of the Social Insurance Fund. The payment is still made through the employer's agent to the employee in most instances.

Employees are 'preferential creditors', like the Revenue Commissioners, if a company becomes insolvent. In other words they have first call on any remaining funds. If there are insufficient funds to pay both, then the amount will be halved between them. Part-time or casual workers are also entitled to 'preferential creditor' status but not the self-employed.

Entitlements under the Acts include:

- Arrears of pay up to a maximum of eight weeks.
- Deductions such as trade union subs and VHI, which the employer has not passed on to the relevant body
- Pension scheme deductions that had not been passed on
- Arrears of sick pay due under an occupational sickness scheme
- Holiday pay up to a maximum of eight weeks
- Minimum Notice payments
- Any amounts awarded by determinations of the Labour Court, EAT, Rights Commissioner or Circuit Court in regard to other entitlements such as maternity leave
- Any amount due under an Employment Regulation Order
- Any amount due under an Equality award

LIMITS ON AWARDS

If a company is insolvent the ceiling on any amount is 600 per week, per year of service. Payments under the grounds listed above will only apply if an award has been made, or proceedings have at least begun, before the relevant body (eg Labour Court, EAT, Rights Commissioner) ahead of the company becoming insolvent.

Where an employer was a contributor to an employee's pension fund, he must pay the arrears for the period preceding the insolvency, or a sufficient amount to cover the shortfall in the employee's entitlements, whichever is the lower amount.

Details of the forms needed to apply for entitlements are on page 137 of the TUF Guide and can also be obtained from the TEEU. *(TUF Guide 132-138)*

Transfer of Undertakings

This refers to a situation where a business or contract changes hands. Before the European Communities (Safeguarding of Employees' Rights On The Transfer of Undertakings) Regulations, 1980 and 2000, were implemented, Irish workers had no rights in such situations.

When this happens the regulations provide that:

- The employment relationship continues with the new employer
- The new employer must continue to honour existing terms and conditions until they expire
- Employees cannot be dismissed simply because of a transfer of undertakings to a new business
- If an employee is dismissed because the transfer of undertakings involves a substantial deterioration in working conditions the responsibility rests with the employer. An employee can therefore take a case for unfair dismissal – provided they have at least one year's continuous service. They are also covered by the Redundancy Payments Acts, provided they have at least two years service.
- An employee may be able to claim constructive dismissal if they feel they had to resign because of the deterioration in their working conditions. The same may apply where an employee is picked out for redundancy by the new employer.
- If someone is made redundant their service with the previous employer must be taken into account when calculating compensation. However, this does not apply if they were paid redundancy already when the transfer took place.
- Salaries, pension schemes and other entitlements under the old employer are transferred automatically to the new one.

When the transfer takes place both the old employer and the new one must consult with employee representatives to explain the reasons for the transfer, the legal, economic and social implications, and any new measures being contemplated. Employee representatives include shop stewards and union officials. They are entitled to receive written statements from the old and new employers, outlining the changes in good time before the transfer. Under the regulations this means at least 30 days.

Complaints about failures by employers to do so can be referred to a Rights Commissioner and determinations can be appealed to the Employment Appeals Tribunal. *(TUF Guide 139-142)*

Data Protection

Under the Data Protection Act, 1988, workers are entitled to access personal information gathered electronically and held by their employer. They may wish to ensure data held is accurate, particularly if it might affect their career prospects within a company or if they are taking a case involving discrimination or unfair dismissal. Workers are entitled to have access to their records, have any errors in the records corrected or eradicated. They can also seek compensation through the courts in some cases and they have the right to lodge a complaint with the Data Protection Commissioner. *(TUF Guide 50-51)*

SECTION 10

Health & Safety

10

HEALTH AND SAFETY

The law has been comprehensively updated with the passing of the Safety, Health and Welfare at Work Act (SHWW) 2005. The Act puts far more responsibility on employers to ensure that work places and production processes are safe and that employees are fully informed about potential hazards and safety procedures- especially in the event of an accident or other emergency.

Employers face penalties of up to €3 million in fines, two years imprisonment, or both if they fail to meet the provisions of the SHWW. The Act also empowers the Health and Safety Authority to impose on-the-spot fines of up to €1,000 and to publish the names and addresses of businesses fined or served with prohibition notices and court injunctions over unsafe practices or working conditions.

WHAT ABOUT EMPLOYEES?

The SHWW gives employees greater rights to work in a safe and healthy environment, but it also gives them greater responsibilities in ensuring the workplace is kept safe. They must comply with all relevant provisions of the Act and take reasonable care to protect themselves and others. Nor must they mis-represent themselves to an employer with regard to their level of training and competence.

IT SOUNDS COMPLICATED

A lot of it is based on adopting a common sense approach and not doing anything that is dangerous or irresponsible. For instance, shop stewards should co-operate with the employer in making sure safety regulations are observed. They should be pro-active in identifying potential hazards and bringing them to the attention of management.

ROLE OF SHOP STEWARDS

Shop stewards should make it clear to members that, as employees, they should not interfere, misuse or damage any equipment provided for the safety, health and welfare or other employees. Nor should they place other people at risk.

If an employee develops an illness or disability that affects their ability to do the job, or might pose a risk to themselves and others, they are under an obligation to inform the employer. However shop stewards should encourage members to contact the union first for advice.

Finally, employees should not engage in any improper behaviour.

WHAT SORT OF BEHAVIOUR CAN BE CONSTRUED AS 'IMPROPER'?

Anything that might be regarded as bullying, harassment, including sexual harassment or even 'horse play', can be construed as improper.

DRUG TESTING

In some jobs employees may be required to have their medical fitness assessed regularly, including alcohol and drugs testing. This may be part of the contract of employment.

HASN'T THERE BEEN SOME CONTROVERSY OVER THESE TESTS?

Yes. Even before the Act was passed there were concerns raised by TEEU members about issues of personal privacy. People had visions of random drug testing and instant fines or dismissal.

The TEEU specifically raised the issue with the Minister of State for Labour Affairs, Tony Killeen, at its biennial delegate conference in Limerick. He gave assurances then that no Statutory Instrument would be signed by him bringing this element of the Act into force before there had been further discussions with the social partners.

When he signed the new Act into force on July 1st, he repeated his assurances to the TEEU that testing would be introduced only after further discussions with the social partners and would be targeted at "safety critical situations" where the nature of the work required testing.

WHAT ARE THE DUTIES OF EMPLOYERS UNDER THE ACT?

The first duty is to ensure the safety, health and welfare of employees at work. That includes obvious things covered under the old Act, such as providing the right protective clothing, maintaining plant and equipment safely, storing and labeling dangerous substances properly, eliminating excessive noise and ensuring the design of the workplace is safe.

But it also includes what are sometimes termed 'soft' IR and HR issues such as the proper planning and design of production processes, ensuring staff are properly trained and are not exposed to risks to their mental, as well as their physical health. For example a company must ensure that employees are not pressurised into cutting corners or speeding up production that breach safety limits.

WHAT IF AN EMPLOYER JUST IGNORES THESE OBLIGATIONS? WHAT CAN WORKER DO IF HE, OR SHE, IS VICTIMIZED FOR RAISING LEGITIMATE HEALTH AND SAFETY ISSUES?

The Act makes specific provision for such situations. For example TEEU shop stewards can approach the union or appeal direct to a Rights Commissioner for a determination. The case can also be appealed to the Labour Court.

HOW CAN TEEU MEMBERS ENSURE THEIR EMPLOYER IS ABIDING BY THE ACT?

There are various ways, including contacting the union or the Health and Safety Authority. The stiff penalties contained in the legislation will, hopefully, prove a deterrent to all but the most reckless employers.

The Act also puts an obligation on employers to ensure TEEU members are given full information on their rights and potential workplace hazards. This information has to be given in an appropriate and easily understood form.

For instance, everyone should know how to leave a building in case of fire and where to assemble outside so that a check can be made that everyone has been evacuated safely. Part-time, temporary, fixed term employees and the employees of outside contractors must all be given adequate health and safety information while working on the premises. As a union representative you should check these arrangements and, where appropriate, recruit such workers into the TEEU.

The employer must also appoint safety representatives. The TEEU should ensure its safety representatives are properly trained and have access to risk assessment reports. They must be kept informed of safety related incidents and accidents, along with information on protective or preventative measures. Again, if there are problems ensuring an employer complies with the law, the matter can be raised with the TEEU or the Health and Safety Authority.

WHAT ABOUT SAFETY TRAINING FOR ORDINARY TEEU MEMBERS?

There is an obligation on every employer to provide safety instructions and training to all our members, from the day they join the company. They must also receive training if any job function changes. There is special legislation to cover employees at particular risk because the hazardous nature of their work or any disability they may have.

These provisions apply to part-time, temporary, fixed term employees and the employees of outside contractors, as well as fulltime, permanent staff.

WHAT IS A SAFETY STATEMENT AND HOW DOES IT APPLY IN THE WORKPLACE?

Employers must have a written safety statement, based on hazards identified in the workplace and a risk assessment of those dangers. The statement should outline protective and preventive measures taken and the resources provided to deal with them, such as emergency plans and procedures, the duties of the employees and the names, job titles and positions of anyone assigned to safety duties.

The safety statement should be brought to the attention of every TEEU member at least once a year, or when there are changes made. The statement must be regularly updated and changed if requested by a Health and Safety Authority inspector.

WHAT ABOUT SMALL COMPANIES?

These have to comply with the Act, unless they have three or fewer employees. In such situations employers can fulfill their duties regarding a safety statement by complying with the code of practice for the sector concerned, for example electrical or mechanical contracting.

WHAT IF THERE IS AN ACCIDENT OR A DANGEROUS SITUATION ARISES?

The employer must inform all TEEU members of the risk and the steps being taken to protect them. The company must evacuate the area affected by the accident, or identified as posing a hazard, immediately. Members are not required to resume work while a threat remains to their safety.

MOTHERS

Expectant mothers or women who are breast feeding must be shielded from high risk work or working environments. These are covered by the Safety, Health and Welfare at Work (Pregnant Employees) Regulations 1994. SI 1. They include handling heavy loads or goods emanating inonising radiation, dangerous biological and chemical agents, or working in extremes of heat, cold and noise.

ARE THERE ANY NEW REGULATIONS DUE, WHICH ARE OF PARTICULAR INTEREST TO TEEU MEMBERS?

Yes there are. Draft regulations for the construction industry are currently under discussion by the social partners and the HSA. They are expected to be signed into law during 2006.

Draft General Application regulations that will update existing codes and deal with health and safety matters relating to signage, worker protective equipment, manual handling, electricity, first aid, night and shift work, pregnant employees and young persons are also due to be agreed shortly.

The TEEU will provide shop stewards with regular updates on health and safety issues.

EMPLOYERS AND OCCUPIERS LIABILITY

The priority should always be on prevention of accidents through the promotion of health and safety awaren, and best practice. However accidents will occur.

Employers have a duty of care to employees. If there is a court case they must show they implemented all relevant health and safety regulations and did 'everything reasonably practicable' to protect employees. This includes taking preventive measures against foreseeable accidents.

Similarly, if an employee behaves in a reckless manner, disregarding safety rules and taking risks, they may not be entitled to any damages. In most cases there is an element of contributory negligence on both sides.

Cases are now dealt with through the Personal Injuries Assessment Board (PIAB), which was set up in 2002, in large part because of pressure from the insurance industry. While the PIAB processes cases more rapidly than the courts, it has curtailed the expenses and damages claimants can seek in some cases.

TIME LIMITS

Claims must be brought within three years for personal injury. However the time limit can be extended in the case of occupational injuries symptoms only emerge at a later date. The three year limit then comes into play from the time when the symptoms manifest themselves.

INJURIES BENEFITS

People injured in the course of their work or suffering from an occupational disease are also entitled to benefit, if they are insured, under the Social Welfare (Occupational Injuries) Act, 1966. Employees covered are those paying PRSI class A, D, J or M. Benefit can apply to injuries sustained through misconduct by other employees, provided the claimant is not at fault.

Occupational diseases are prescribed by the Minister. A complete list is available from the Health and Safety Authority, or the Department of Social and Family Affairs.

The benefits under the Act include:

- Injury Benefit. It is paid for up to 26 weeks. If someone cannot return to work they can then claim Disability Benefit
- Disablement Benefit. The amount paid depends on the degree of disablement incurred. A medical assessment may be needed. The benefit will continue to be paid, either as a pension or lump sum, when a person returns to work if their capacity to do the job remains affected by the injury or occupational disease. The lump sum is paid if incapacity is 20 per cent, or less. A pension applies if incapacity is over 20 per cent.
- Unemployability Supplement. This is a weekly payment for people not eligible for Disability Benefit, but who are in receipt of Disablement Benefit and permanently incapable of work.
- Constant Attendance Allowance. This is payable to someone so seriously injured at work that they need help in the home on a daily basis.
- Medical Care. Costs incurred as the result of an occupational accident or prescribed occupational disease will be paid by the Occupational Injuries Fund. Costs are those not covered by the Health Board or Treatment Benefit Scheme. It includes doctor's visits and prescriptions, as well as certain medical and surgical appliances, dental or optical treatment, and certain nursing and travelling expenses. Private or semi-private accommodation in hospital cannot be reclaimed.
- Death Benefit. This is paid where an insured employee dies as a result of an occupational accident or disease. It is paid to the dependents of the deceased.

HOW TO APPLY FOR OCCUPATIONAL INJURIES BENEFITS

If a member is injured at work or become ill because of exposure to dangerous substances you should make sure they fill out an OB 13 form. This registers the event with the Department of Social and Family Affairs. It will fast track the application and will also be important as evidence in any subsequent litigation.

OCCUPIERS LIABILITY

Since 1995 the owner or occupier of a building must maintain basic safety standards. The greatest liability is to 'visitors'. These include employees, clients, customers, contractors and delivery personnel. There is a lesser duty of care to recreational users and even to trespassers.

The Occupiers Liability Act provides that written notices must be prominently displayed at entrances warning of any dangers, advising of the need for personal protective equipment if necessary and clearly identifying restricted areas.

The occupier must carry the appropriate employer and public liability insurance.

SECTION 11

Bullying in the Workplace

11

BULLYING IN THE WORKPLACE

Workplace bullying has only recently been identified as a major problem. It usually takes the form of repeated behaviour by one or more people that could reasonably be regarded as undermining an individual's right to dignity at work and can take many forms. Isolated incidents that occur on a once-off basis are not usually considered to be bullying.

IS THERE A DEFINITION OF BULLYING IN THE WORKPLACE?

The Task Force (Mar'01) defines bullying as:

Workplace Bullying is repeated inappropriate behaviour, direct or indirect, whether verbal, physical or otherwise, conducted by one or more persons against another or others, at the place of work and/or in the course of employment, which could be reasonably be regarded as undermining the individual's right to dignity at work.

An isolated incident of the behaviour described in this definition may be an affront to dignity at work but as a once off incident is not considered to be bullying.

Bullying is often a learned behaviour. Unfortunately some workplaces cultivate an atmosphere that encourages, and even rewards bullying. This often reflects the management ethos, but that does not make it any more acceptable.

Because employers have a 'duty of care' to employees they can also be held responsible for bullying and its consequences. Although there is no specific legislation that deals with bullying it is possible for a worker to sue an employer for substantial damages on grounds ranging from constructive dismissal because life was made intolerable for them to personal injury because it adversely affected their physical or mental health. Such cases have been taken, and won.

Increasingly managements have become pro-active and put in place appropriate strategies to prevent bullying and eradicate existing practices.

WHAT IS BULLYING?

- Undermining an individual or group
- Targeting a person or group in a negative way
- Manipulating an individual's reputation by gossip, ridicule or innuendo
- Socially isolating people
- Intimidation of individuals or groups
- Physical abuse or threats
- Using aggressive or obscene language

- Making remarks, putting up pictures or sending emails that are offensive
- Intruding on another person's privacy by pestering, spying and stalking
- Giving unreasonable assignments to an individual or group
- Repeatedly setting difficult or impossible deadlines and tasks
- Harassing someone sexually
- Harassment on any of the nine grounds banned up equality legislation. (See the section on Equality in Labour Law – Employment Rights)

WAYS OF ERADICATING BULLYING IN AN UNFRIENDLY WORKPLACE

Individual complaints of bullying that cannot be resolved locally can be referred to a Rights Commissioner, Labour Relations Commission or Labour Court in the same way as any other grievance. They can issue recommendations on individual cases but are often reluctant to do so because these are not legally enforceable. However their involvement will often embarrass the employer into agreeing to put effective procedures in place to eradicate the problem. The LRC has a Code of Practice Detailing Procedures for Addressing Bullying in the Workplace. Failure to implement it can be used in evidence if a bullying complaint ends up in another forum such as the Employment Appeals Tribunal.

THE UNFAIR DISMISSALS ACTS AND BULLYING

As mentioned above, an employee who is a victim of bullying may take a case to the Employment Appeals Tribunal on the grounds of constructive dismissal. In other words their life was made unbearable in the workplace.

Someone dismissed for bullying can also take a case to the EAT. Bullying can be difficult to prove. Sometimes complaints of bullying are met by counter claims of bullying and it is hard to distinguish the truth. If both parties are TEEU members then each of them must be represented by different union representatives. If the charges are serious the shop steward will have to seek the help of a full time official ,or officials. Procedures followed and evidence given in-house may subsequently feature at the EAT or in the civil courts, where they will be scrutinised with potentially important consequences for the outcome of the case.

The Protection of Employees (Part-Time) Act, 2001, extends protection from sexual harassment and bullying to part-time workers.

DIGNITY AT WORK CHARTER

Preventative action is the best strategy for dealing with bullying problems. The Dignity At Work Charter was devised jointly by the social partners and you should ask management to use it as the basis for a similar workplace document, if one is not already in place.

It reads:

> *'We at [name of company] commit ourselves to working together to maintain a workplace environment that encourages and supports the right to dignity at work. All who work here are expected to respect the right of each individual to dignity in their working life. All will be treated equally and respected for their individuality and diversity.*
>
> *'Bullying in any form is not accepted by us and will not be tolerated. Our policies and procedures will underpin the principles and objectives of this Charter.*
>
> *'All individuals, whether directly employed or contracted by us, have a duty and a responsibility to uphold this Dignity At Work Charter.*
>
> *'Supervisors, Managers and Trade Union Representatives have a specific responsibility to promote its provisions.*
>
> *'Nothing in this Charter overrules a person's legal and statutory rights.'*

The Charter should be signed by senior representatives of management and the union. The existence of the Charter will be accepted by third parties as evidence that the company has been pro-active in tackling problems.

CODES OF PRACTICE

Three Codes of Practice have been issued to deal with workplace bullying. These are:

- The Employment Equality Act, 1998, (Code of Practice) (Harassment) Order, 2002, SI 78
- The Industrial Relations Act, Code of Practice Detailing Procedures For Addressing Bullying in the Workplace, Order, 2002, SI 17
- The Code of Practice On The Prevention of Bullying At Work Under The Safety, Health and Welfare at Work Act, 1989.

These codes are all admissible before industrial relations tribunals and courts of law. It is therefore in the employer's interest to implement them.

INFORMAL PROCEDURES

While bullying is a very serious issue and can have long term effects on individuals, an informal approach at the initial stages of a problem is often the most effective, and least traumatic way

of dealing with the problem. If a person finds this too difficult to raise the matter directly with the other person, then the aid of a third party such as a work colleague, personnel officer or trade union official should be enlisted.

The third party should listen patiently to the details, be supportive and outline the options available. If possible, the matter should be raised confidentially and in a non-confrontational way with the alleged bully, who may have different version of events and the difficulty resolved.

However a complainant may want to take the matter further or opt to go straight into formal procedures. This is there right and should not be taken to reflect negatively on them.

FORMAL PROCEDURES

If an informal complaint is inappropriate or unsuccessful the following formal procedures should be invoked.

- The complaint should be made in writing to management. It should be confined to the specific incidents of bullying alleged.
- The alleged perpetrator should be notified, in writing, of the complaint, given a copy of the statement and an opportunity to respond.
- Management should nominate someone who is perceived to be impartial to investigate the complaint. If possible, a mediated solution should be sought between the parties.

INVESTIGATION

It is extremely important that the investigation procedure is not only fair, but seen to be fair. If necessary an outside third party should be used to ensure objectivity. The terms of reference should be agreed in advance and these should ensure the confidentiality of all those involved, including witnesses called by either side.

The investigation should be concluded as quickly as possible and both sides given to comment on the findings before any action is decided upon by management. Both sides should be provided with the findings in writing.

If a complaint is deemed to be well founded then the alleged perpetrator(s) should be formally interviewed to discuss appropriate courses of action. These could range from a warning, to counselling, disciplinary proceedings or dismissal in very serious instances. The member concerned is entitled to union representation and, in the event of the management decision being disputed, the case can be referred through the normal industrial relations procedures.

(TUF Guide 192-199)

SECTION 12

European Works Councils

EUROPEAN WORKS COUNCILS

WHAT ARE WORKS COUNCILS?

Works Councils are an EU initiative to ensure employees are provided with information on company activities and consulted on future developments. They originated in Germany after the First World War as a means of curbing workers' demands for local 'soviets' to run factories.

WHO DO THEY COVER?

The first European Works Council (EWC) Directive of 1994 was restricted to large multinational companies which employed at least 1,000 people in two EU member states. At least two of these plants had to employ 150 workers.

The Information and Consultation Directive (ICD) of 2002 extends Works Councils to all undertakings employing 50 people all more and it also extends the range of information and consultation which must take place.

The 1994 Directive was implemented in Ireland under the Transnational Information and Consultation of Employees Act, 1996.

Legislation to implement the ICD was due to be passed by March of this year and is now due to be introduced to the Oireachtas by the end of June. Initially it will apply to all enterprises employing at least 150 people. From March 2007 it will apply to those employing at least 100 people and from March 2008 to those employing at least 50.

DO I HAVE TO WAIT FOR THE LEGISLATION, OR CAN I ACT NOW?

You don't have to wait for the legislation to take effect. Employers and unions can meet beforehand and agree a voluntary code. Some companies have already done so. However beware of employers bearing gifts. They may ask you to accept a voluntary code that does not provide for as much information and consultation as the legislation.

WHAT SHOULD I DO IF THEY OFFER A WATERED DOWN VERSION OF THE LEGISLATION?

You can reject it and wait for the legislation to take effect, or seek some other concession in return. Initially however you should seek the advice of the TEEU.

WHAT HAPPENS IF THE EMPLOYER DOES NOT WANT A WORKS COUNCIL?

Some employers have tried to avoid setting up Works Councils or have interpreted the type of issues that can be raised at them very narrowly.

In fact employers must enter talks on a Works Council if ten per cent of employees, or 100 employees in two EU member states request that a Special Negotiating Body (SNB) be set up to negotiate an agreement. In smaller enterprises at least 15 employees must want a Works Council. The cost of negotiating an agreement will be borne by the company.

If an employer refuses to open negotiations within six months, or agreement cannot be reached through the SNB within three years, the employer can be forced by law to establish a Works Council.

HOW IS A WORKS COUNCILS MADE UP?

The members are elected by all employees, including those in subsidiary companies. Unions are not automatically entitled to representation unless by prior agreement with the employer.

HOW DOES A WORKS COUNCIL OPERATE?

This is up to the employer and employee representatives. Where there is no union companies often introduce voluntary codes that ensure minimal standards regarding how often the Works Council meets and the type of information provided. However, even in these situations the agreement must be in writing and signed off by company and employee negotiators. The final draft is usually put to employees in a secret ballot, although it can be accepted by a majority of workforce representatives on the SNB.

The duration of an agreement, how often the Works Council meets and how an agreement is renegotiated must be laid out in the agreement. It must also include a list of subjects for information and consultation, how consultations will take place and the conditions under which information will be provided to employee representatives. The latter will usually include a confidentiality clause for employee representatives to sign covering commercially sensitive material.

WHAT SORT OF ISSUES SHOULD BE SUBJECT TO WORKS COUNCIL SCRUTINY?

The European Trade Union Confederation advises members to seek SNB agreements covering as wide an agenda as possible. This could include a company's overall economic and financial situation, probable employment trends (will it be recruiting more staff or cutting back?), plans to introduce new work practices or production processes, and whether it is planning any mergers, takeovers or the disposal of assets. This information should cover subsidiaries.

WHAT DOES THE LEGISLATION PROVIDE FOR?

We won't know until the new Act is passed but the 2002 Directive provides standard guidelines that include many of the ETUC's demands. These include:

- Information on recent and probable developments in the company, including its overall economic or trading situation.

- Information and consultation on the structures and probable employment trends within the company – especially any threat to employment.
- Seeking agreement on workplace change through consultation – although the Directive does not overrule an employer's 'right to manage', such as the introduction of compulsory redundancies unilaterally.
- Organising a timetable to ensure the maximum and most appropriate form of consultation takes place.
- Ensuring that consultation takes place with the relevant level of management within the Works Council format. Obviously the bigger the changes planned, or more significant the information being imparted, the more senior the management representatives should be.
- The Works Council members should have ample opportunity to respond to information provided by the employer.

How far the Irish Government goes in taking on board these guidelines will only become clear when the legislation is published at the end of June. Traditionally the Government has tended to interpret EU Directives very narrowly and in the employers' favour.

Enforcement of the Works Council legislation will probably be through the Labour Court. Penalties for non-compliance will be laid out in the legislation.

DO WORKS COUNCILS POSE A THREAT OR AN OPPORTUNITY?

Both. Some employers will seek to bypass unions or keep them out altogether by setting up Works Councils that discuss industrial relations issues within a framework that effectively allows management to dictate to employee representatives. However Works Councils also allow unions to have members elected in anti-union companies whom management must then recognise as legitimate representatives of their employees.

Where a good working relationship develops between management and unions both sides may agree to refer some matters to the Works Council as the most appropriate forum for discussion. Because they operate at EU level, Works Councils may prove more effective ways of co-ordinating activities between unions representing workers in different member states than existing national IR arrangements.

WHERE DO I START?

The best place is by contacting your TEEU Branch or Regional Office. The union has been involved for some years now in negotiating with employers on Works Councils at national, regional and EU level. It also liaises with other unions on Works Council issues through the Irish Congress of Trade Unions and the ETUC.

SECTION 13

Worker Directors in State Enterprises

WORKER DIRECTORS IN STATE ENTERPRISES

The TEEU represents members in a wide range of state enterprises. Under the Worker Participation (State Enterprises) Acts, 1988-200, these members are entitled to elect Worker Directors or run for office themselves.

Usually it is the responsibility of the company secretary of the enterprise concerned, or someone they appoint, to conduct the election.

An election can also be initiated by trade unions representing the majority of the workforce, or the majority of employees signing a petition seeking one.

Elections normally take place at four yearly intervals. Vacancies due to illness, death or a Worker Director taking up a new position are usually filled by co-opting the trade union candidate with the next highest vote onto the board.

WHAT DO WORKER DIRECTORS DO?

This depends on the agreement between unions and management within each state enterprise. However they all make provision for a regular exchange of views and information, particularly on issues most affecting eemployees' interests. They also provide facilities for Worker Directors to relay information to their members, although this is circumscribed by having to sign confidentiality clauses relating to commercially sensitive issues.

Training is usually provided to Worker Directors by the state agency concerned as well as by the ICTU and their own unions.

Time-off is provided to Worker Directors and expenses incurred by them in carrying out their duties is borne by the company.

SECTION 14

Apprenticeships Charter

APPRENTICESHIPS CHARTER

The **TEEU** has prepared this Charter to demonstrate its commitment to the development of Craft Apprenticeships in Ireland, while at the same time supporting and protecting our apprentice members through the many challenges that confront them throughout their period of Apprenticeship. This will be achieved by ensuring that:

- ✓ We regulate the intake process, selection criteria and qualifications of new entrants
- ✓ All Apprentices are registered on a day one basis by their employers
- ✓ The appropriate wages are paid to each apprentice throughout each year of apprenticeship
- ✓ All modules of training are available in accordance with the agreed schedule
- ✓ Paid release is available for all off the job modules
- ✓ Travel and subsistence is paid when appropriate
- ✓ Training, testing and certification is to the highest standard free from fee's
- ✓ The workplace is free from – bullying, discrimination and unfair treatment
- ✓ The union supporting each apprentice through any difficulties they encounter

TEEU is committed to achieving these objectives on behalf of all our apprentice members. In order to demonstrate this commitment we offer **FREE TEEU MEMBERSHIP** to all apprentices throughout their full period of apprenticeship.

SECTION 15

TUF Articles of Association Useful Contacts

THE IRISH TRADE UNION FEDERATION (incorporating SIPTU and TEEU)

ARTICLES OF ASSOCIATION

1. Title

1.1 The Irish Trade Union Federation (hereinafter described as "TUF") shall be comprised of the following Constituent Unions:

(a) Services Industrial Professional Trade Union (SIPTU); and

(b) Technical, Engineering and Electrical Union (TEEU).

2. Aims and Objectives

2.1 The aims and objectives of TUF shall be to advance the interests of the Constituent Unions, to improve the levels of service to the members of the Constituent Unions, to improve levels of trade union organisation and to foster friendly relations between the Constituent Unions at all levels by optimising co-operation and synergy between the Constituent Unions at national, sectoral and enterprise level without impinging on the fundamental independence, integrity, ethos or authority of either Union.

3. Functions

3.1 In furtherance of these aims and objectives, TUF shall maintain and uphold agreements on the following issues:

(a) spheres of influence for the organisation of members by the Constituent Unions;

(b) a mechanism for the resolution of any disputes between the Constituent Unions on the organisation of members or issues related to demarcation.

3.2 The agreements mentioned at Section 3.1 are attached as Appendices I and II to these Articles of Association.

3.3 **TUF shall develop bilateral agreements in relation to:**

(a) Commercial Workplace Skills and Development Training

(b) College, research strategic development, Education and Training, Legislation, Discussions docs, other development work

(c) Membership Services

(d) PR Communications, Publications etc.

3.4 TUF shall also be empowered

in accordance with the mechanisms for making decisions set out at Section 6 below, to make other agreements/arrangements relating to co-operation between the Constituent Unions on the following issues:

(a) activity relating to the organisation and recruitment of workers into membership of trade unions.,

(b) Negotiate with employers at the level of trade union groups, whether at National, Sectoral, Industrial or enterprise levels;

(c) relations with state bodies and institutions;

(d) activity as affiliates within ICTU and Trade Councils;

(e) membership services and benefit schemes; trade union education and training;

(f) trade union education and training;

(g) the provision of information to members;

(h) research and strategic development issues;

(i) publications;

(j) membership development and vocational education and training, including commercial workplace skills and college facilities;

(k) public relations on behalf of the Constituent Unions;

(l) legislation affecting trade unions, industrial relations and workers rights, whether at National or European Union Levels;

(m) activity within institutions of the European Union;

(n) activity within International and European trade union organisations;

(o) activity in social and economic matters affecting workers generally, including economic development, education, culture, human rights and countering racism and discrimination;

(p) such other matters as may be agreed.

4. Management

4.1 Management of the TUF shall be vested in:

(a) the TUF Council; and

(b) the TUF Officer Board.

4.2 TUF Council

4.2.1 The affairs of the Federation shall be overseen by the TUF Council,

4.2.2 The TUF Council shall be composed as follows:

(a) fifteen members of the National Executive Councils of each of the Constituent Unions;

(b) the Presidents of each of the Constituent Unions;

(c) the General Secretaries of each of the Constituent Unions:

(d) the Assistant General Secretary of TEEU and the Vice-President of SIPTU.

4.2.3 The persons mentioned at 4.2.2 (b), (c) and (d) shall be the Officers of the TUF Council.

4.2.4 The TUF Council shall meet annually for an initial period. The TUF Council shall subsequently meet every second year. The point at which the meetings shall change from an annual sequence to a biennial sequence shall be decided by the TUF Council.

4.2.5 The functions of the TUF Council shall be as follows:

(a) to ensure the implementation of the Aims and Objectives set out at Section 2 above;

(b) to ensure implementation of and compliance with the agreements set out in Section 3.1 above;

(c) to ensure the conclusion of any agreements that shall be made in accordance with Section 3.3 above;

(d) to ensure implementation of, and compliance with, any agreements that may be made set out in 3.4 above;

(e) to consider reports from the Officer Board including financial reports.

(f) to make proposals on improving and deepening the process of co-operation between the Constituent Unions within the Federation for consideration by the National Executive Councils of the Constituent Unions.

4.2.6 All decisions, proposals or conclusions of the TUF Council shall be made in accordance with the provisions of Section 6 below.

4.2.7 The Chair of the TUF Council shall be one of the Presidents of the Constituent Unions. The chair shall rotate annually between the Presidents of the Constituent Unions so long as the TUF Council meets annually. As and from the year the TUF Council decides to meet biennially, the chair shall rotate biennially between the Presidents of the Constituent Unions. The first chair shall be the President of SIPTU. In the absence of the designated chair, the chair shall be one of the Officers of the TUF Council from the Union whose President would have been the designated chair.

4.3 TUF Officer Board

4.3.1 The business of the Federation shall be administered by the Officer Board.

4.3.2 The Officer Board shall consist of the Officers of the TUF Council as set out at Section 4.2.3 above.

4.3.3 The members of the Officer Board shall, at all times, be subject to the respective National Executive Councils of the Constituent Unions.

4.3.4 The Chair of the Officer Board shall be the President of the Constituent Union holding the Chair of the TUF Council. In the absence of the designated chair, the Chair shall be one of the members of the Officer Board from the Union whose President would have been the designated chair.

4.3.5 The Officer Board shall meet at least six times each year.

4.3.6 The functions of the Officer Board shall be as follows:

(a) to manage the affairs of the TUF, in accordance with the aims and objectives of the Federation;

(b) to manage the implementation of and compliance with the agreements provided for in Section 3.1 above;

(c) to manage the implementation of and compliance with any agreements that may be made under the provisions of Section 3.3 and 3.4 above;

(d) to establish standing arrangements for co-operation between the Constituent Unions;

(e) to establish such temporary arrangements (for instance, working groups on particular issues) as may be required to foster cooperation between the Constituent Unions;

(f) to arrange for meetings of the TUF Council in accordance with these Articles of Association;

(g) to prepare such reports as may be required for meetings of the TUF Council;

(h) to settle any other matters that may arise in accordance with these Articles of Association or in respect of agreements made thereunder;

(i) to bring forward proposals for the financing and resourcing of the Federation for consideration by the National Executive Councils of the Constituent Unions.

4.3.7 All decisions, proposals or conclusions of the Officer Board shall be made in accordance with the provisions of Section 6 below.

5. Secretariat

5.1 The Federation shall have a joint secretariat provided from the Constituent Unions.

5.2 The secretariat shall keep a record of all meetings of the TUF Council and the Officer Board.

5.3 The secretariat shall provide such other administrative support to the Federation as may be required by the Officer Board.

5.4 The secretariat shall keep such financial records of the Federation, as the Officer Board deem appropriate. The secretariat shall prepare an annual statement of accounts, which shall be audited by Auditors appointed by the Officer Board.

6. Decision Making

6.1 The TUF Council and Officer Board shall take decisions on the basis of consensus between the nominees of the Constituent Unions attending meetings of such bodies.

6.2 The nominees of each of the Constituent Unions shall, collectively, be deemed to have one vote for this purpose.

6.3 The chair of any body established under these Articles of Association shall not have a casting vote on any matter coming before a meeting of the body.

7. Amendment of these Articles of Association:

These Articles of Association may be amended by a written agreement approved by the National Executive Councils of the Constituent Unions.

8. Duration

8.1 The Federation shall come into being within 3 months of the approval of these Articles of Association (incorporating Appendices I and II) by both Unions and on a date to be agreed between the two Unions.

8.2 The Federation has been established as a permanent organisation to foster co-operation between the Constituent Unions in accordance with the aims and objectives set out at Section 2 above.

8.3 Notwithstanding the provisions of Section 8.2, it is recognised that, in the future, circumstances might alter to such an extent as to render the maintenance of the Federation inappropriate but should only arise where a major issue of fundamental importance to either Union renders further co-operation impossible.

8.4 The Federation may be dissolved:

(a) Upon the decision of each of the National Executive Councils of the constituent Unions,

or

(b) Upon the decision of either of the National Executive Councils of the constituent Unions.

In such circumstances and prior to any decision at National Executive Council level, the General Secretary of the Union contemplating dissolution will write to the General

Secretary of the other, conveying their concern and setting out the reasons for same. Following this the representatives of each Union will engage in discussions with a view to overcoming their differences and preserving the Federation within a three month time frame. In the event of failure to resolve the issue(s) the services of an agreed facilitator or in the absence of same, the General Secretary of ICTU, will be engaged.

8.5 Dissolution Process

8.5.1 A Report on the outcome of this process (8.4(b)) will be placed before the Executives of both Unions for decision.

8.5.2 In the event of termination of the Federation, the National Executive Councils of both Unions shall have responsibility for making an agreement which deals with all outstanding financial issues of the Federation at the time of its dissolution.

8.5.3 In the event of disagreement between the Unions on any such issues the two Unions shall submit the matter to a mutually agreed Arbitrator (or Arbitration Panel) whose decisions on such matters shall be binding on both Unions.

8.5.4 In the absence of agreement on same, the Arbitrator (or Arbitration Panel) shall be nominated by the General Secretary of the Irish Congress of Trade Unions, having consulted with both Unions.

9. Registration

As soon as these Articles of Association have been approved by the National Executive Committees of SIPTU and TEEU, they shall be registered with the Irish Congress of Trade Unions, along with agreements set out in Appendices I and II hereto.

Signed on behalf of TEEU:

Joe Carter
General President

Owen Wills
General Secretary

Eamon Devoy
Assistant General Secretary

Signed on behalf of SIPTU:

Des Geraghty
President

Jack O'Connor
Vice-President

Joe O'Flynn
General Secretary

Date: 20th February 2003

APPENDIX I

SPHERES OF INFLUENCE AGREEMENT BETWEEN SIPTU AND TEEU

1. **Preamble:**
This Agreement forms part of the Articles of Association of the Irish Trade Union Federation (incorporating SIPTU and TEEU) and will come into force on the acceptance of same and remain valid for as long as TUF exists. The context in which this Agreement sets out the Organisational, Recruitment and Representational Roles of both Unions, is done explicitly on the premise that the arrangements would establish and underpin the grounds on which co-operation would be promoted and maintained.

2. **Purpose of Agreement:**
To set out the Spheres of Influence arrangements between both Unions in respect of membership organisation, recruitment and representation, both under the aegis of TUF or separately as a constituent member of TUF and by so doing, remove, as far as practical inter-Union rivalry and competition and promote co-operation.

3. **Scope of Agreement:**
The TEEU agrees in general and specific terms that SIPTU's Spheres of Influence would be impossible to define and for the purpose of this Agreement it is accepted by the TEEU that it de-facto exists for all category of workers, except as defined in Clause 6 as TEEU Spheres of Influence and within the mutual Spheres of Influence.

4. **Existing Arrangements:**
It is not intended, on the acceptance of this Agreement, that existing membership arrangements would be altered and anomalies in relation to the Spheres of Influence Agreement may continue to exist on a historical basis.

5. **Future Arrangements:**
All future organisation, recruitment and representation must conform with the agreed Spheres of Influence from the date of acceptance of this agreement.

6. **Spheres of Influence:**

The TEEU Spheres of Influence agreed with SIPTU fall into two categories that are defined as Exclusive and Inclusive, as set out in Clause 6.1 and 6.2.

6.1 Exclusive (TEEU):
Those categories of workers (6.1.a & b) who are exclusively within the scope of the TEEU Spheres of Influence and automatically required to join the TEEU (subject to the Rules of the Union) if organised by TUF or either of the constituent Unions.

6.1(a): Workers employed in the Engineering and Electrical Industries., (Engineering as defined in this case does not include Manufacturing of Electrical or Engineering Goods, Steel Making or Auto-manufacturing and related industries).

and

6.1(b): All Technical, Engineering & Electrical:
Craft Workers, Technicians and related Trades (designated and non-designated Trades) including, inter-alia, Welders, Insulators, Pipe Fitters, Plumbers, Steel Erectors, Telecommunications, Instrumentation, Alarms etc.

6.2 Inclusive (SIPTU/TEEU):

These are categories of workers (6.2.a) who are currently and may in the future be organised by TUF or either Union. The TUF Officer Board will assign responsibility for the organisation of the workers concerned to either or both unions as deemed appropriate.

6.2(a): All workers (except as defined in 6.1.a & b) within the Technical, IT and related Industries. Industries that have a substantive Craft based employment. Craft Workers (except as defined in 6.1.a & b) who are part of a Craft Group.

6.3 SIPTU:

While clause 6.1.a & b defines the workers exclusive to the TEEU and clause 6.2 (a) defines the workers that are inclusive of both Unions, jointly or separately, all other workers would be exclusive to SIPTU, which includes all Painters, Motor Mechanics and related trades that work within the Painting and Motor Industries, etc.

6.4 Exceptional Circumstances

The TUF Officer Board shall have responsibility for making decisions regarding the organisation of workers in exceptional circumstances.

7. Implementation:

On acceptance, this spheres of Influence agreement will be registered with the ICTU, under its constitution on Spheres of Influence. Also, as a priority, the TUF Officer Board will initiate and promote an organisation and recruitment drive under the aegis of TUF.

Signed on behalf of TEEU:	*Signed on behalf of SIPTU:*
Joe Carter , *General President*	Des Geraghty, *President*
Owen Wills, *General Secretary*	Jack O'Connor, *Vice-President*
Eamon Devoy, *Assistant General Secretary*	Joe O'Flynn, *General Secretary*

Date: 20th February 2003

APPENDIX II

DISPUTES RESOLUTIONS PROCEDURES:

1. Purpose:

(a) To regulate the approach to the organisation of new members and the transfer of existing members between both Unions in a manner which is consistent with the Spheres of Influence Agreement and which serves to further promote the objectives of the co-operation agreement.

(b) To serve as a simple procedure to regulate the approach to be adopted by each Union relative to the other on these matters, embracing spheres of influence.

2. General Policy:

(a) As a matter of general policy it is agreed that each Union will actively discourage membership transfers from the other.

(b) It is also agreed that each will act, as far as possible, to discourage the transfer of members of the other Union to any external Union.

(c) There shall be no acceptance of any member or members of either Union into the other, without prior notice on the part of the one and the consent of the other.

(d) Transfers will only be affected in accordance with these agreed procedures.

(e) Canvassing of either Union's members by any representative of the other at any level will not be permitted under any circumstances.

(f) In the event of any approach by any member or group of members of either Union to the other, it shall be the responsibility of the representative who is approached to discourage the applicant(s) and to alert their own (the representative's), Branch Secretary or Full Time Official.

(g) The Branch Secretary or Full Time Official concerned shall immediately alert their opposite number in the other Union of the development and provide such information and advice as may be of assistance in resolving the problem.

(h) Application Forms will not be processed unless with the prior consent of the appropriate Full Time Representative of the Union from whom the members are seeking transfer.

(i) The Union to which the applicants belong (i.e. the original Union) will have the right to consult with their members and the other Union shall co-operate and facilitate this in every way.

3. Disputes Procedures:

(a) If following such consultation, as laid out in 2(i), over a reasonable period (i.e. 3 months) the Union to which the applicants belong is unable to persuade them to remain in membership, then the matter will be referred to the TUF Officer Board.

(b) Either Union may refer disputes via the office of their General Secretary for consideration. A group consisting of one member of the TUF Officer Board from each Union and the Officials dealing with the dispute would investigate and make a Report to the TUF Officer Board.

(c) The TUF Officer Board may decide to either approve or disapprove of the transfer or, in the event of failure to reach agreement, refer it to the ICTU Disputes Procedure.

(d) Notwithstanding the foregoing, transfers will not be approved unless the conditions comply with the provisions of Clause 46 of the Constitution of the ICTU.

4. Demarcation Disputes:

Failing to resolve demarcation disputes at local level, they will be referred to the TUF Officer Board for determination. Failure to resolve the matter at the TUF Officer Board will result in the matter being referred to the ICTU Demarcation Tribunal.

Signed on behalf of TEEU:

Joe Carter , *General President*
Owen Wills, *General Secretary*
Eamon Devoy, *Assistant General Secretary*

Signed on behalf of SIPTU:

Des Geraghty, *President*
Jack O'Connor, *Vice-President*
Joe O'Flynn, *General Secretary*

Date: 20th February 2003

Useful Contacts

USEFUL CONTACTS

TEEU

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5 Cavendish Row, Dublin 1.

OWEN WILLS,
General Secretary / Treasurer

JIMMY NOLAN,
President

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Email: info@teeu.ie
Web: www.teeu.ie

REGION 1

Dublin / South East

Head Office

EAMON DEVOY,
Assistant General Secretary

Branches:
Dublin No. 1 (South), Dublin No. 5, Wicklow, Kildare, Portlaoise.

National Responsibilities:
TEEU Training and Education, Membership and Legal Services, Skills Training.

Trade Union Groups:
Diageo Ireland, Bord Gais

Phone: 01 874 7047
Fax: 01 874 7048
Email: eamon_d@teeu.ie

REGION 2

Dublin North East

Head Office

ARTHUR HALL
General Secretary

Branches:
Dublin No. 1 (North), Dublin No. 4, Drogheda, Dundalk.

National Responsibilities:
Lift and Escalator, Alarm Industry

Trade Union Groups:
Airport Authorities, Aer Lingus, FLS Aerospace

Phone: 01 874 7047
Fax: 01 874 7048
Email: arthur_h@teeu.ie

REGION 3

Dublin Central

Head Office

TOMMY WHITE
Assistant General Secretary

Branches:
Dublin No. 2, Dublin No. 6, Dublin No. 9

National Responsibilities:
MEBSCA / Plumbers

Trade Union Groups:
Bord na Mona

Phone: 01 874 7047
Fax: 01 874 7048
Email: tommy_w@teeu.ie

REGION 4

South / East

Regional Office:
83 Lower Yellow Road, Waterford

FINBARR DORGAN
Assistant General Secretary

Branches:
Carlow, Kilkenny, Waterford No.1, Waterford No. 2, Wexford.

National Responsibilities:
Local Authorities and Government Departments

Phone: 051 857 030
Fax: 051 857 036
Email: waterford@teeu.ie

REGION 5

South / West

Regional Office:
23 Sullivan's Quay, Cork

PAT GUILLFOYLE
Regional Secretary

Branches:
Cork, Kerry

Nation Responsibilities:
MECA & Refrigeration

Trade Union Groups:
Irish Sugar

Phone: 021 4319 033
Fax: 021 4319 038
Email: cork@teeu.ie

REGION 6

Mid West

Regional Office:
Mechanic's Institute,
Hartstonge Street, Limerick

DAN MILLER
Assistant General Secretary

Branches:
Limerick No. 1, Tippereary

Trade Union Groups:
Irish Cement

Phone: 061 319 669
Fax: 061 412 434
Email: limerick@teeu.ie

REGION 7

North West

Regional Office:
Forster Court, Forster Place, Galway

PAT KEANE
Regional Secretary

Branches:
Athlone, Galway, North Western

Trade Union Groups:
Irish Rail, Bus Eireann

Phone: 091 533 606
Fax: 091 533 607
Email: galway@teeu.ie

ESB National Industrial Officer

Head Office

DAVE NAUGHTON
ESB National Industrial Officer

Branches:
Dublin No. 3 (ESB), Limerick No. 2 (ESB), Technical Supervisors (ESB)

National Responsibilities:
ESB, ENJIC

Phone: 01 874 7047
Fax: 01 874 7048
Email: dave_n@teeu.ie

Industrial Officer

Head Office

CHARLIE PRIZEMAN
Industrial Officer

Branches:
Dublin No. 8, Dublin No. 10

National Responsibilities:
Monitoring, (EPACE-CIF), Construction Industry, Insulators

Phone: 01 874 7047
Fax: 01 874 7048
Email: charlie_p@teeu.ie

ETOS

TEEU Training & Development
5 Cavendish Row, Dublin 1

Phone: 01 872 6021
Fax: 01 872 6810
Email:
Web: www.etos.ie

IRISH CONGRESS OF TRADE UNIONS

31-32 Parnell Square, Dublin 1

Phone: 01 889 7777
Email: congress@ictu.ie
Web: www.ictu.ie

ETS (EDUCATIION & TRAINING SERVICES)

Irish Congress of Trade Unions,
31-32 Parnell Square, Dublin 1

Phone: 01 8780988
Email: edutrain@iol.ie

DEPT OF ENTERPRISE, TRADE & EMPLOYMENT

Davitt House, 65A Adelaide Rd, Dublin 2

Phone: 01 631 2121
Email: info@entemp.ie
Web: www.entemp.ie

EMPLOYMENT RIGHTS INFORMATION UNIT

Davitt House, 65A Adelaide Rd, Dublin 2

Phone: 01 631 3131
Email: erinfo@entemp.ie
Web: www.entemp.ie

LABOUR INSPECTORATE

Employment Rights and Industrial Relations Division, Department of Enterprise, Trade and Employment, Kildare Street, Dublin 2.

Tel: 1890 220222
(LoCall), 631 2121
Web: www.entemp.ie

EMPLOYMENT APPEALS TRIBUNAL

Davitt House, 65A Adelaide Rd, Dublin 2

Phone: 01 613 6700
Lo-Call 1890 220 222
Email: info@entemp.ie
Web: www.entemp.ie

EQUALITY AUTHORITY

2 Clonmel Street, Dublin 2

Phone: 01 417 3333
Lo-Call 1890 245 545
Email: info@equality.ie
Web: www.equality.ie

LABOUR COURT

Tom Johnson House,
Haddington Road, Dublin 4

Phone: 01 613 6666
Lo-Call 1890 220 228
Email: info@labourcourt.ie
Web: www.labourcourt.ie

LABOUR RELATIONS COMMISSION

Tom Johnson House,
Haddington Road, Dublin 4

Phone: 01 613 6700
Lo-Call 1890 220 227
Email: info@lrc.ie
Web: www.lrc.ie

RIGHTS COMMISSIONERS

Tom Johnson House,
Haddington Road, Dublin 4

Phone: 01 613 6700
Lo-Call 1890 220 227
Email: info@lrc.ie
Web: www.lrc.ie

HEALTH & SAFETY AUTHORITY

10 Hogan Place, Dublin 2

Phone: 01 614 7000
Email: info@has.ie
Web: www.has.ie

PENSION BOARD

Verschoyle House
28-30 Lower Mount Street, Dublin 2

Phone: 01 613 1900
Email: pb@pensionsboard.ie
Web: www.pensionsboard.ie

PENSIONS OMBUDSMAN
36 Upper Mount Street, Dublin 2

Tel: 01 647 1650
Web: www.pensionsombudsman.ie
Email: info@pensionsombudsman.ie

FÁS
27-33 Upper Baggot Street, Dublin 4.

Tel: 01 607 0500
Web: www.fas.ie

DATA PROTECTION COMMISSIONER
Block 6, Irish Life Centre,
Lower Abbey Street, Dublin 1.

Tel: 01 874 8544
Email: info@dataprotection.ie
Web: www.dataprotection.ie

FREEDOM OF INFORMATION OMBUDSMAN,
18 Lower Leeson Street, Dublin 2

Tel: 1890 223030
(LoCall), 01 639 5600
Web: www.ombudsman.ie
Email: ombudsman@ombudsman.gov.ie

DIRECTOR OF CONSUMER AFFAIRS
4-5 Harcourt Road, Dublin 2.

Tel: 402 5500
Email: odca@entemp.ie
Web: www.odca.ie

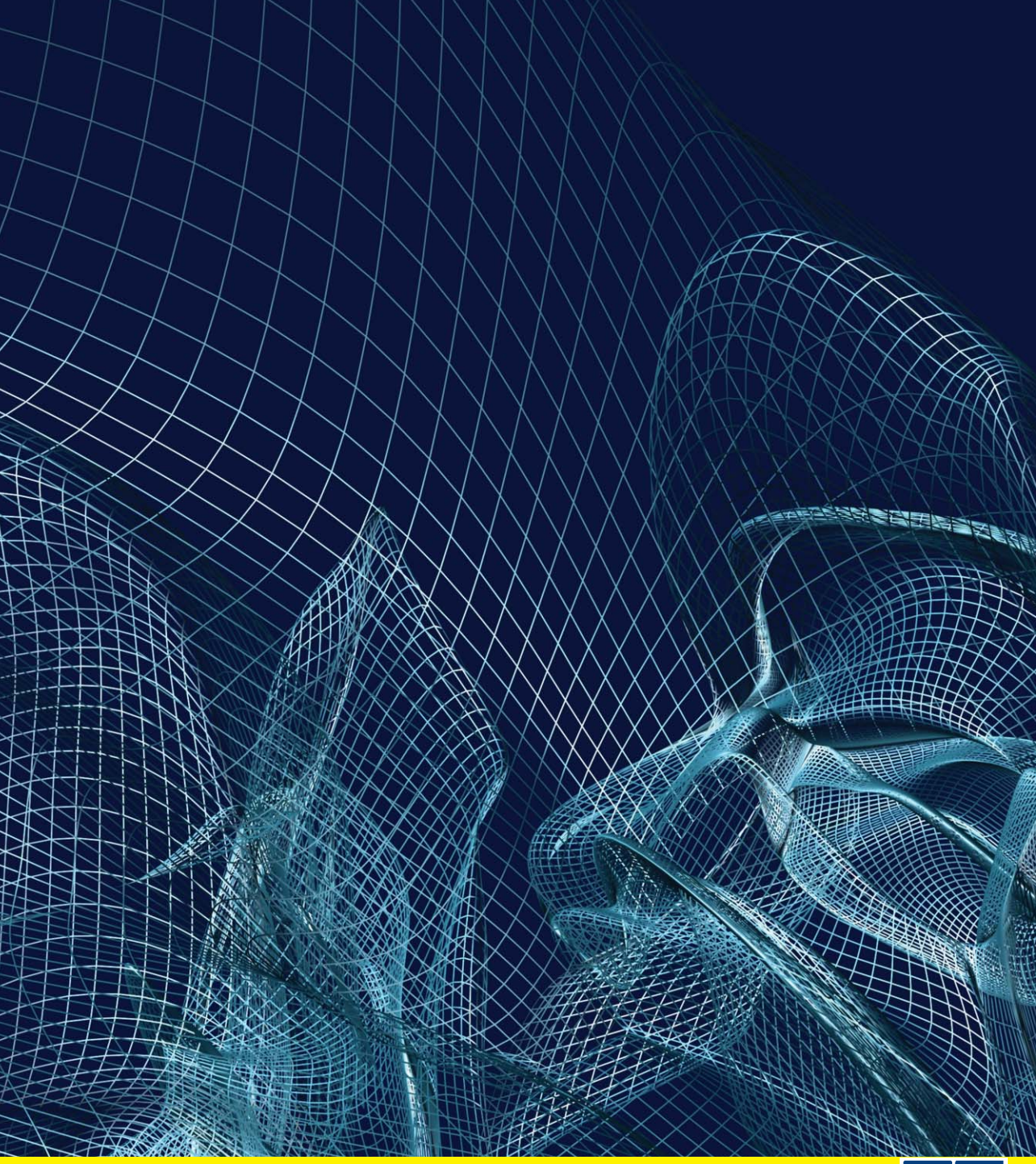
ENVIRONMENT PROTECTION AUTHORITY
PO Box 3000,
Johnstown Castle Estate, Co Wexford

Tel: 1890 335599
(LoCall), 053 916 0600
List of regional numbers in telephone directory and on website
Web: www.epa.ie
Email: info@epa.ie

Glossary of Terms

GLOSSARY OF TERMS

TEEU:	Technical Engineering and Electrical Union
NEC:	National Executive Council
EMC:	Executive Management Committee
TUF:	Trade Union Federation
ICTU	Irish Congress of Trade Unions
HSA:	Health and Safety Authority
IR:	Industrial Relations
HR:	Human Resources
LRC:	Labour Relations Commission
JLC:	Joint Labour Committee
ERA:	Employment Regulation Orders
REA:	Registered Employment Agreements
ESB:	Electrical Supply Board
IBEC:	Irish Business and Employers Confederation
CIF:	Construction Industry Federation
SMA:	Small Firms Association
ISME:	Irish Small Medium Enterprises



TECHNICAL ENGINEERING & ELECTRICAL UNION

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