

THE LABOUR COURT
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CD/14/320

RECOMMENDATION NO. LCR20874

INDUSTRIAL RELATIONS ACTS, 1946 TO 2012
SECTION 20(1), INDUSTRIAL RELATIONS ACT, 1969

PARTIES :

DUNNES STORES

- AND -

MANDATE

DIVISION :

Chairman : Mr Hayes
Employer Member : Ms Doyle
Worker Member : Ms Tanham

SUBJECT:

1. Introduction of minimum weekly hours threshold. 2. Review of the number of pay scales / pay rate. 3. Review of the use of temporary contracts. 4. Wage increase. 5. Representation rights for Union members.

BACKGROUND:

2. This dispute concerns several issues the Union has with the Company. The Union referred this case to the Labour Court on 15th July, 2014, in accordance with Section 20(1) of the Industrial Relations Act, 1969, and agreed to be bound by the Court's Recommendation. A Labour Court hearing took place on 29th October, 2014. The Employer declined to attend the hearing.

UNION'S ARGUMENTS:

3.
 1. The Company entered into a collective agreement in 1996 which recognises the Union for collective bargaining purposes.
 2. This collective agreement obliges the Company to engage with the

Union on any grievances it raises on behalf of its members.

3. The Company has refused to engage with the Union on any and all grievances it raises on behalf of its members. The Company has also refused to process such grievances through the LRC and the Labour Court despite a clear commitment in the 1996 agreement to do so. Accordingly the Union, by attending this hearing before the Court, has now exhausted its obligations under the 1996 Agreement.

RECOMMENDATION :

The Court notes that the Company neither attended nor was represented at the hearing into this dispute. The Court therefore has made its findings and recommendations based on the uncontested submissions of the Union in this case.

The Court finds that the parties to this dispute, in 1996, concluded a collective agreement for the resolution of industrial disputes between the parties. The Court takes the view that where parties have freely concluded such an agreement they should each comply with its terms in the management of their relationships.

This is now the fourth occasion on which this matter has been presented to the Court for recommendation. In LCR 20461 the Court made specific reference to the two previous occasions on which this matter came before it. In that recommendation the Court stated:

In LCR 19511 and LCR 20029 the Court noted that the Company and the Union were party to a collective agreement signed in 1996 which provides a procedural framework within which industrial relations disputes and differences arising between the parties can be resolved by negotiation and dialogue. The Court pointed out that the dictates of good industrial relations practice requires parties to honour their collective agreements in both the spirit and intent. However, it now appears that the Company has failed to observe these procedures in dealing with the Union's claim. The Court once again emphasises the need for both parties to engage with each other in accordance within the terms of the 1996 agreement in relation to any disputes and differences between the parties.

The Court now reaffirms that position.

The Union in this case has, on its members' behalf and in accordance with the terms of the Agreement, raised a number of grievances with the Company. The Company, contrary to the terms of the 1996 Collective Agreement, has refused to engage with the Union on those grievances either in direct talks, through the LRC or at the Labour Court. The Union for its part has discharged its obligations under the terms of the Agreement and the Court so finds.

The Court notes the complexity of the issues raised in the Union's submission and recommends that the parties, within four weeks of the date of this Recommendation, and, if necessary, with the assistance of the LRC, meet in an effort to resolve them.

The Court remains available to the parties should they jointly decide to refer the issues on which they cannot reach agreement back to it for a definitive recommendation.

The Court so recommends.

Signed on behalf of the Labour Court

14th November, 2014
JMcC

Brendan Hayes

Deputy Chairman

NOTE

Enquiries concerning this Recommendation should be in writing and addressed to Jonathan McCabe, Court Secretary.

