



STATUTORY INSTRUMENTS.

S.I. No. 231 of 2017



EMPLOYMENT REGULATION ORDER (SECURITY INDUSTRY
JOINT LABOUR COMMITTEE) 2017

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WHEREAS I, PAT BREEN, Minister of State at the Department of Jobs, Enterprise and Innovation, being in receipt of proposals of the Security Industry Joint Labour Committee that have been adopted by the Labour Court and forwarded to me under subsection (1) of section 42C (inserted by section 12 of the Industrial Relations (Amendment) Act 2012 (No. 32 of 2012)) of the Industrial Relations Act 1946 (No. 26 of 1946) and being satisfied that sections 42A and 42B of that Act have been complied with and considering it appropriate to do so:

NOW, I, PAT BREEN, in exercise of the powers conferred on me by subsection (2) of section 42C (inserted by section 12 of the Industrial Relations (Amendment) Act 2012 (No. 32 of 2012)) of the Industrial Relations Act 1946 (No. 26 of 1946) (as adapted by the Enterprise, Trade and Innovation (Alteration of Name of Department and Title of Minister) Order 2011 (S.I. No. 245 of 2011) and the Jobs, Enterprise, and Innovation (Delegation of Ministerial Functions) Order 2017 (S.I. No. 6 of 2017) hereby make the following order:

1. This Order may be cited as the Employment Regulation Order (Security Industry Joint Labour Committee) 2017.
2. This Order revokes the Employment Regulation Order (Security Industry Joint Labour Committee) 2015 (S.I. No. 417 of 2015).
3. This Order shall come into effect on 1st June 2017.
4. This Order gives effect to the proposals set out in the Schedule.

*Notice of the making of this Statutory Instrument was published in
"Iris Oifigiúil" of 2nd June, 2017.*

SCHEDULE

PART I

Interpretation

In this Order:—

“Act of 2000” means the National Minimum Wage Act 2000 (No. 5 of 2000).

“Establishment Order” means the Security Industry Joint Labour Committee Establishment Order 1998 (S.I. No. 377 of 1998), as amended by the Security Industry Joint Labour Committee Establishment (Amendment) Order 2014 (S.I. No. 30 of 2014).

A word or expression that is used in this Order which is also used in the Establishment Order has, unless the contrary intention appears, the meaning in this Order that it has in the Establishment Order.

Workers to Whom this Order Applies

This Order applies to workers to whom the Establishment Order applies (the scope of which is set out in the Schedule to that Order).

PART II

STATUTORY MINIMUM REMUNERATION AND CONDITIONS OF EMPLOYMENT

All provisions of Employment Regulation Order (Security Industry Joint Labour Committee) 2015 (S.I. 417 of 2015), including the rate of pay (otherwise known as core pay) of €10.75 per hour, will remain in force up to and including May 31st, 2017. All provisions of this Order will become effective on 1st June, 2017.

Section 1

RATES OF REMUNERATION

- (1) Subject to paragraph (2) of this section a worker to whom this Order applies shall be remunerated by his or her employer at the rates set out below:-

€11.05 per hour — From the 1st June 2017

€11.35 per hour — From the 1st June 2018

€11.65 per hour — From the 1st June 2019

Where rates of pay (including composite rates) are higher than the rates of pay provided for in this section, it shall be necessary for the employer to keep

(and make available to the workers(s) concerned, as appropriate) such records as are necessary to show that the above Rates of Remuneration, as defined in this section, are being complied with.

- (2) (a) A worker who has not attained the age of 18 years shall be remunerated at an hourly rate of pay that is not less than 70 per cent of the rate specified in paragraph (1);
- (b) A worker who enters into employment for the first time after attaining the age of 18 years or, having entered into employment before attaining the age of 18 years and continues in employment on attaining that age, shall be remunerated at an hourly rate that is not less than:-
- (I) In the case of a worker commencing employment for the first time after attaining the age of 18 years:-
- (i) in his or her first year after having commenced employment, 80 per cent of the rate specified in paragraph (1);
 - (ii) in his or her second year after commencing employment, 90 per cent of the rate specified in paragraph (1).
- (II) In the case of a worker having entered into employment before attaining the age of 18 years and continuing in employment on attaining that age:-
- (i) in his or her first year after having attained the age of 18 years, 80 per cent of the rate specified in paragraph (1); and
 - (ii) in his or her second year after having attained that age, 90 per cent of the rate specified in paragraph (1).
- (c) Where a worker who has attained the age of 18 years undergoes a course of study or training authorised by the employer within the workplace or elsewhere during normal working hours, such courses or training to be prescribed in regulations made by the Minister pursuant to section 3 of the Act of 2000 for the purposes of section 16 of that Act, the worker shall be remunerated by his or her employer in respect of his or her working hours at a rate of pay that is not less than the following:
- (i) in respect of the first one-third period (but not exceeding 12 months) of the total study or training period, 75 per cent of the rate specified in paragraph (1);
 - (ii) in respect of the second one-third period (but not exceeding 12 months) of the total study or training period, 80 per cent of the rate specified in paragraph (1);
 - (iii) in respect of the third one-third period (but not exceeding 12 months) of the total study or training period, 90 per cent of the rate specified in paragraph (1).

The conditions specified at section 16 of the Act of 2000 shall apply, with necessary modifications, to the application of this subparagraph.

3. Overtime rates shall apply as follows:-

- (a) all hours worked in excess of an average 48 hours per week in the roster cycle will be paid at a rate of time and a half;
- (b) a rostered cycle shall be a predetermined working pattern, which can be up to a maximum of six weeks, which has been issued to the worker in writing prior to the commencement of the roster cycle.

Section 2

CONDITIONS OF EMPLOYMENT

(1) Annual Leave

Annual leave entitlement shall be in accordance with the terms of the Organisation of Working Time Act 1997.

Regular rostered overtime is to be included for the purposes of holiday pay. Regular rostered overtime will be averaged over the previous 13 weeks worked, prior to the taking of annual leave.

(2) Public Holidays

Public Holiday entitlement shall be in accordance with the terms of the Organisation of Working Time Act 1997.

(3) Working Hours, Rest Periods & Breaks

The workers to whom this Order refers will, pursuant to section 4 (6) of the Organisation of Working Time Act 1997, be exempt by agreement from the provisions of sections 11, 12 and 13 of that Act.

Each employer to whom this Order applies shall ensure that each worker shall have a rest period and break which can be regarded as equivalent to those provided for in Sections 11, 12 and 13 of the Organisation of Working Time Act 1997.

(4) Hours of Work/Rosters

Completed rosters setting out all hours of work for a minimum period of one week will be made available to workers in writing. Other than in exceptional circumstances completed rosters will be issued and made available to the worker a minimum of 3 days in advance of commencement. Rosters are subject to flexibility relating to operational and business needs.

(5) Facilities

Security firms will provide, or make arrangements with clients to provide, appropriate facilities and protection to ensure the safety, health and welfare of their workers at their place of employment. Such facilities/protection shall include: protective clothing, shelter, toilet, heat, light and access to canteens or means to

heat/cook food, communication equipment and first aid. The employer shall also ensure adequate monitoring procedures to ensure the safety and security of workers.

A copy of the Health and Safety Risk Assessment will be available at each site.

(6) Death in Service Benefit

A non-contributory Death in Service Benefit, equal to one year's basic pay is payable after 6 months' service with the employer, and up to the age that State Pension becomes payable to the worker.

The death in service benefit shall apply whether the worker was on duty or not at the time of death.

(7) Personal Attack Benefit

A non-contributory Personal Attack Benefit will apply, after 6 months' service with the employer, to all workers covered by this Employment Regulation Order, who are attacked in the course of their duty, resulting in an injury.

The amount payable will be as follows:—

- After 6 months' service 10 weeks' basic pay, less Social Welfare
- After 18 months' service 15 weeks' basic pay, less Social Welfare
- After 30 months' service 20 weeks' basic pay, less Social Welfare
- After 42 months' service 26 weeks' basic pay, less Social Welfare

An employer shall ensure that appropriate physical and psychological support is available, on request, to any worker who has been subjected to violence as a result of carrying out his/her duties. (Ref: Personal Service Authority Standards 28 of 2013 Section 4.6.7)

(8) Certificate of Service

Each worker shall be entitled to receive from his/her employer a certificate of service showing the period of their employment and the length of his/her service.

(9) Sick Pay Scheme

- (a) The Sick Pay Scheme will be non-contributory.
- (b) No payment will be made for the first 3 days of any absence.
- (c) The employer must be contacted at least 1 hour before the rostered commencement time on the first day of absence.
- (d) Benefit will only be payable where a medical certificate, signed by a medical practitioner and specifying the nature of the illness, is submitted on the fourth day of absence. Medical certificates must be submitted on a weekly basis thereafter.

- (e) The Sick Pay Scheme will apply on a calendar year basis, either from 1st January to 31st December or in line with the holiday year as it applies in each employment.
- (f) The Scheme will apply to full-time workers based on a 39-hour week, and part-time workers on a pro rata basis.
- (g) Any worker found to be abusing the Sick Pay Scheme will be subject to disciplinary procedures up to and including dismissal.
- (h) The employer will reserve the right to refer a worker for an assessment by the employer doctor. The cost of the referral will be met by the employer.
- (i) The Sick Pay Scheme will not cover absences arising from or relating to the following:
 - (1) Traffic accidents (excluding those incurred during the course of employment)
 - (2) Substance abuse
 - (3) Sports injuries
 - (4) Injuries sustained while working for another employer.

(10) Sick Pay Scheme Benefits

Workers will be entitled to the following benefit:

- After 18 months' service — 3 weeks' benefit
- After 30 months' service — 4 weeks' benefit
- After 42 months' service — 5 weeks' benefit

Benefit will be €120 per rostered week, or pro rata. Workers will retain the Social Welfare payment and it is their responsibility to apply for and collect this payment. There will be no transfer of benefit from one year to the next.

(11) Training

Where training is provided for and paid by the employer for new entrants and the worker leaves the employer:

- within 3 months, the employer can deduct 16 hours' pay for training,
- after 3 months up to 6 months the employer can deduct 8 hours' pay for training.

(12) Uniforms

Subject to normal wear and tear the cost of all uniform items supplied and provided to workers during their employment will be borne by the employer subject to the following:

- if a worker leaves the organisation within 3 months of the issuance of uniform item(s) to him/her, the employer may deduct 100% of the actual verified cost of the uniform item(s);
- if a worker leaves the organisation after 3 months but before 6 months of the issuance of uniform item(s) to him/her, the employer may deduct 50% of the actual verified cost of the uniform item(s);
- if a worker leaves an organisation and the uniform items are not returned to the organisation, the cost of the uniform items may be deducted from any payment due to the worker.

(13) Grievance and Disciplinary Procedures

Grievance and Disciplinary hearings will be carried out in accordance with the procedures set out in the Code of Practice on Grievance and Disciplinary procedures (S. I. No. 146 of 2000).

(14) Minimum Hours of Employment

Workers who enter the industry will be offered a contract of employment with a minimum of 24 hours per week after 6 months' service.

If it is required for operational purposes that the contract hours available are less than 24 hours per week, and it is demonstrably so, then this clause will not apply and new workers may be employed for hours that are less than provided for in the ERO.

While the ERO will cover all workers including existing workers, it will not impact any current arrangements agreed by the employer/worker whereby the hours are less than those provided for in the ERO.

(15) Payment of Wages

- The payment of wages is a legal entitlement and is governed by the Payment of Wages Act 1991
- Wage shortages/errors should only occur as an exception.

Each employer shall have an operational procedure in place for dealing with wage shortages and overpayments to workers. The key objective shall be to resolve the issue at the earliest opportunity. The procedure shall be communicated to all workers, and to the relevant Trade Union, where such applies.

(16) Disclosure of Information

Employers will provide information regarding the date of termination of any contract which has been signed and if the date of such termination changes, the worker will be advised of any such change. The workers' key representative (nominated by the Trade Union) shall also be advised where such applies. Employers will give the information where reasonably practicable and not later than 30 days before the transfer of contract is carried out and in any event in good time before the transfer is carried out.

In the event of a transfer of undertakings, the outgoing contractor will also provide to all workers a written statement up to 2 weeks prior to the contract

transfer date or at the earliest opportunity in a case where 30 days' notice has not been provided by the client.

That statement to include:-

Personal Details	Worker Name Worker Address PPS Number Date of commencement (including continuous service date)
Employer Details (outgoing contractor)	Name of employer Address of employer
Pay & Benefits	Hourly Rate of Pay Payroll frequency Details of premiums to include night allowance, site premium, Sunday premium, public holiday entitlement as applicable Overtime arrangements — hours after which overtime applies, rate of pay for overtime Pension — Detail PRSA scheme or occupational scheme (if applicable) Sick Pay — As per ERO or occupational scheme (if applicable)
Working hours	Total weekly hours Roster cycle Starting/finishing times/variable, as appropriate Breaks (times & payment)
Annual Leave Entitlement	As applicable
Any other site-specific/Worker entitlements	Detail (where applicable)
Trade Union	Name of Trade Union (where applicable)

Annual Leave Balance in the case of a transfer:

Holiday balance will be notified in writing by the outgoing contractor to both the incoming employer and the worker within two weeks of the final payroll, at the latest.

(17) Bereavement Procedure

All employers are required to have a bereavement policy or procedure in place which provides for paid bereavement leave to include a minimum of one day's pay in respect of the death of an immediate family member (parent, child, sibling, spouse, grandparent, grandchild).

(18) Communication

As a means of improving/modernising communications, correspondence to any worker, including rosters, payslips, and documents referred to in this ERO and other communications from the employer, will be provided by the employer by email or

employer portal, if the worker in question has the facility to access email communication/internet, in which case the worker will provide email address on request by the employer. In exceptional circumstances whereby either worker or employer does not have the facility to access email communication/internet/employer portal, written/hard copy communication methods will apply.

(19) Representation Rights

Each employment contract will include the name of the recognised Trade Union with representation/organisation rights in the employment, where appropriate.

(20) Minimum Shift/Duty Hours

When a security worker is called in to carry out a Shift/Duty comprising of less than four hours, this will attract a minimum of four hours' pay.

(21) Existing Agreements

Excluding rates of pay (otherwise known as core pay), this Employment Regulation Order does not affect in any way already existing agreements (whose terms are equal or better), be they local, national, official, or in company.

(22) General

Nothing in this Employment Regulation Order shall be taken to exclude, limit or be in any way inconsistent with the rights of any worker under any statutory enactment.

Scope of the Order (as set out in the Schedule to the 2014 Establishment Order (S.I. No. 30 of 2014))

'Workers to whom this Schedule applies
Security operatives.

Meaning of 'security firm'

'security firm' means an employer who employs one or more security operatives.

Meaning of 'security operative'

'security operative' means a person employed by a security firm to—

- (i) provide a security service for contract clients of that firm, and
- (ii) perform one or more of the primary functions set out below.

Meaning of 'security service':

A service of a security or surveillance nature, the purpose of which is to protect persons and property.

Primary functions of security operatives:

- (i) The prevention or detection of theft, loss, embezzlement, misappropriation or concealment of merchandise, money, bonds, stocks, notes or other valuables.
- (ii) The prevention or detection of intrusion, unauthorised entry or activity, vandalism or trespass on private property either by physical, electronic or mechanical means.
- (iii) The enforcement of rules, regulations and policies related to crime reduction.
- (iv) The protection of individuals from bodily harm.

BUT EXCLUDING

- (i) Workers affected by an Employment Agreement, that is "an agreement relating to the remuneration or the conditions of employment of workers of any class, type or group made between a trade union of workers and an employer or trade union of employers or made at a meeting of a registered joint industrial council between members of the council representative of workers and members of the council representative of employers.

- (ii) Workers to whom an Employment Regulation Order made as a result of proposals received from another Joint Labour Committee applies.
- (ii) Managers, assistant managers and trainee managers.’

GIVEN under my hand,
30 May 2017.

PAT BREEN,
Minister of State at the Department for Jobs, Enterprise and
Innovation.

EXPLANATORY NOTE

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

The purpose of this Order is to revoke Employment Regulation Order (Security Industry Joint Labour Committee) 2015 (S.I. No. 417 of 2015) and fix, from 1st June 2017, the statutory minimum rates of remuneration and other conditions of employment for certain workers employed as Security Operatives.

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