

Introduction



UNIT 1

1

Chapter 1

The first chapter of our curriculum introduces the foundational concepts that will be built upon throughout the course.

2

Chapter 2

Building on the foundations, this chapter explores key theories and practical applications.

3

Chapter 3

The final chapter of Unit 1 consolidates knowledge and prepares students for more advanced concepts.

UNIT 2 LQ 5

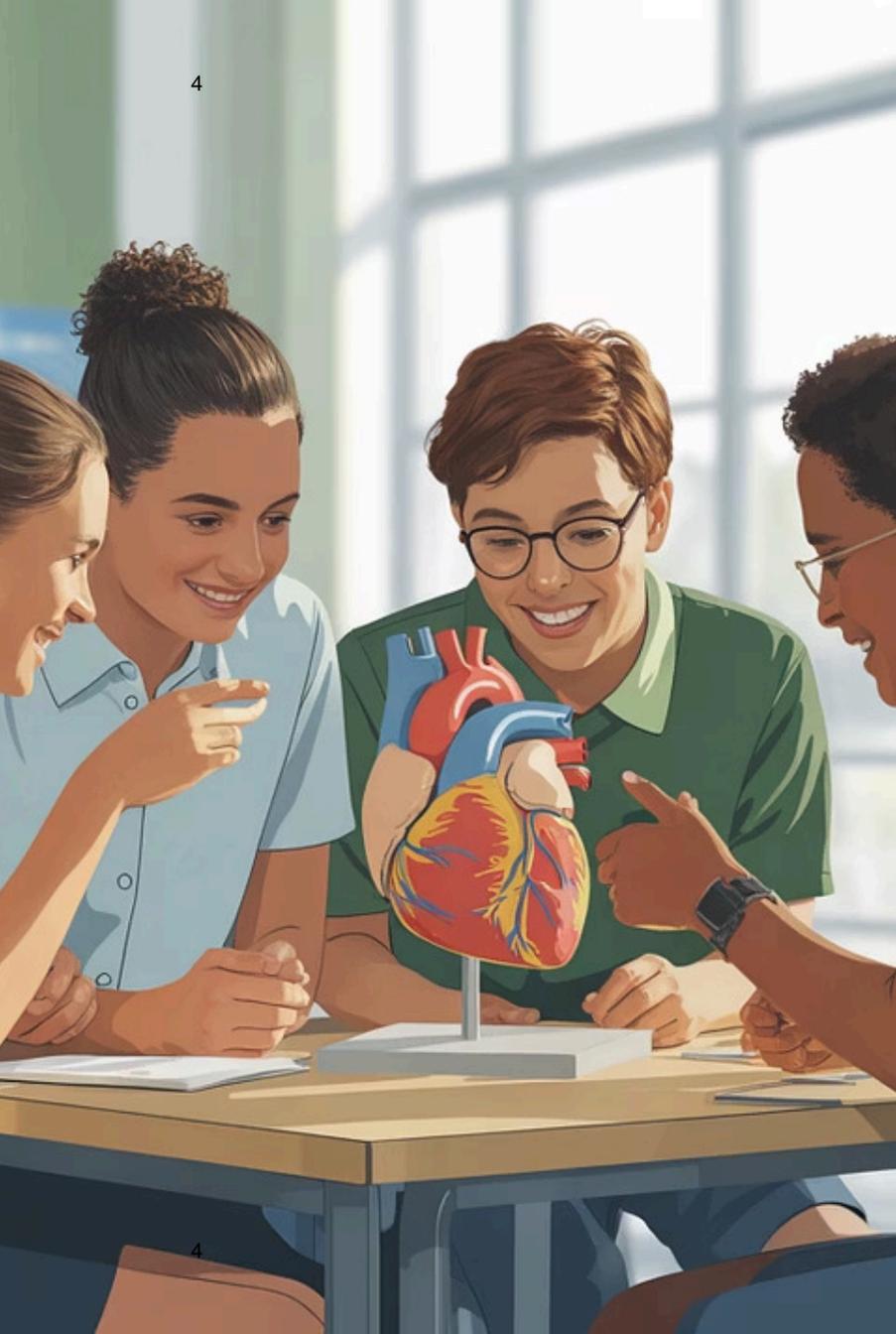
UNIT 2 LQ 5

This unit contains Learning Question 5 material that builds upon the foundations established in Unit 1.

Chapter 4

The sole chapter in Unit 2 covers comprehensive material related to Learning Question 5.





UNIT 3 (ABQ) LQ 5

This unit includes (ABQ) related to Learning Question 5.



Chapter 5

First chapter in the ABQ sequence for Learning Question 5.



Chapter 6

Continues the exploration of concepts with hands-on activities.



Chapter 7

Concludes the unit with advanced applications and assessments.

UNIT 4 (ABQ)LQ 6/7

This extensive unit covers ABQ for Learning Questions 6 and 7.



Chapter 8



Chapter 9



Chapter 10



Chapter 11



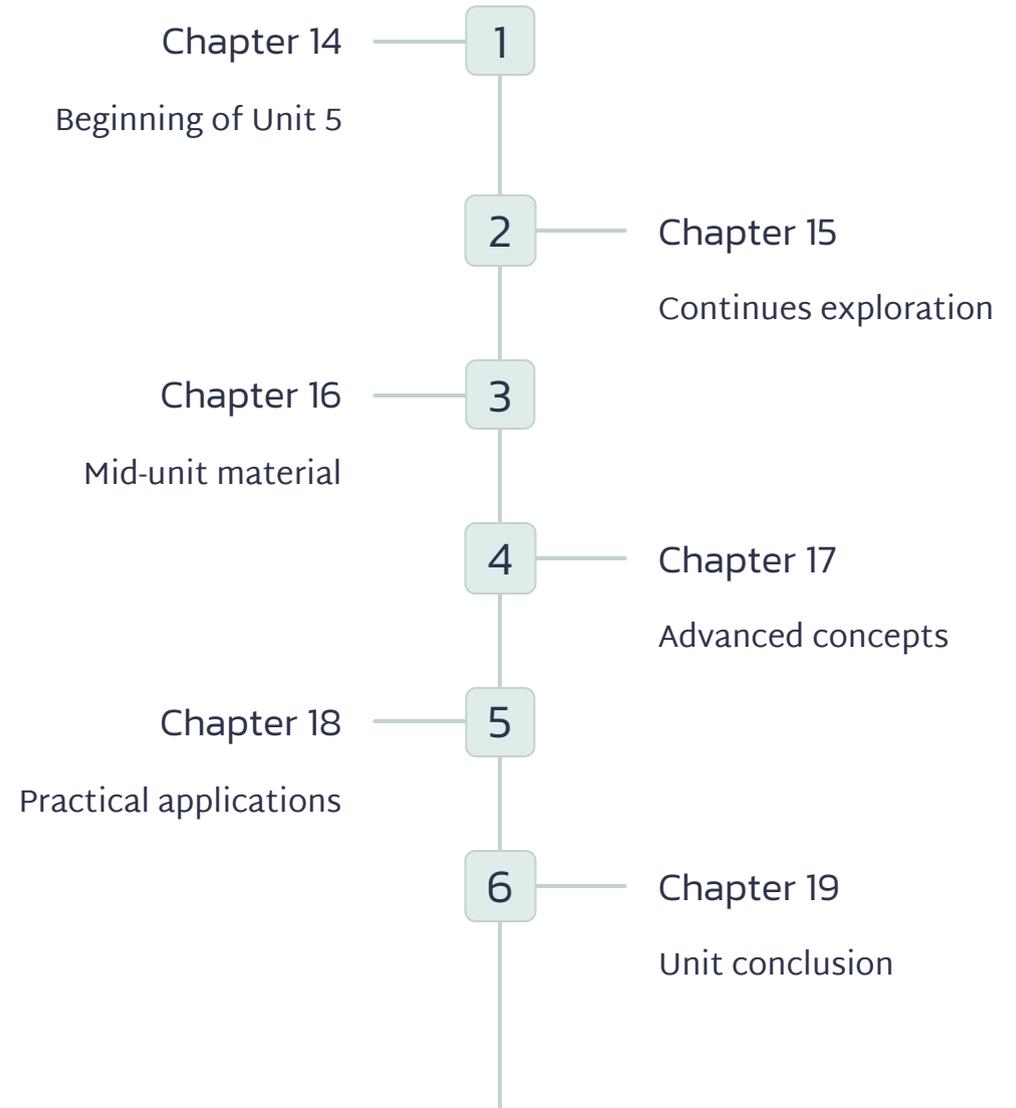
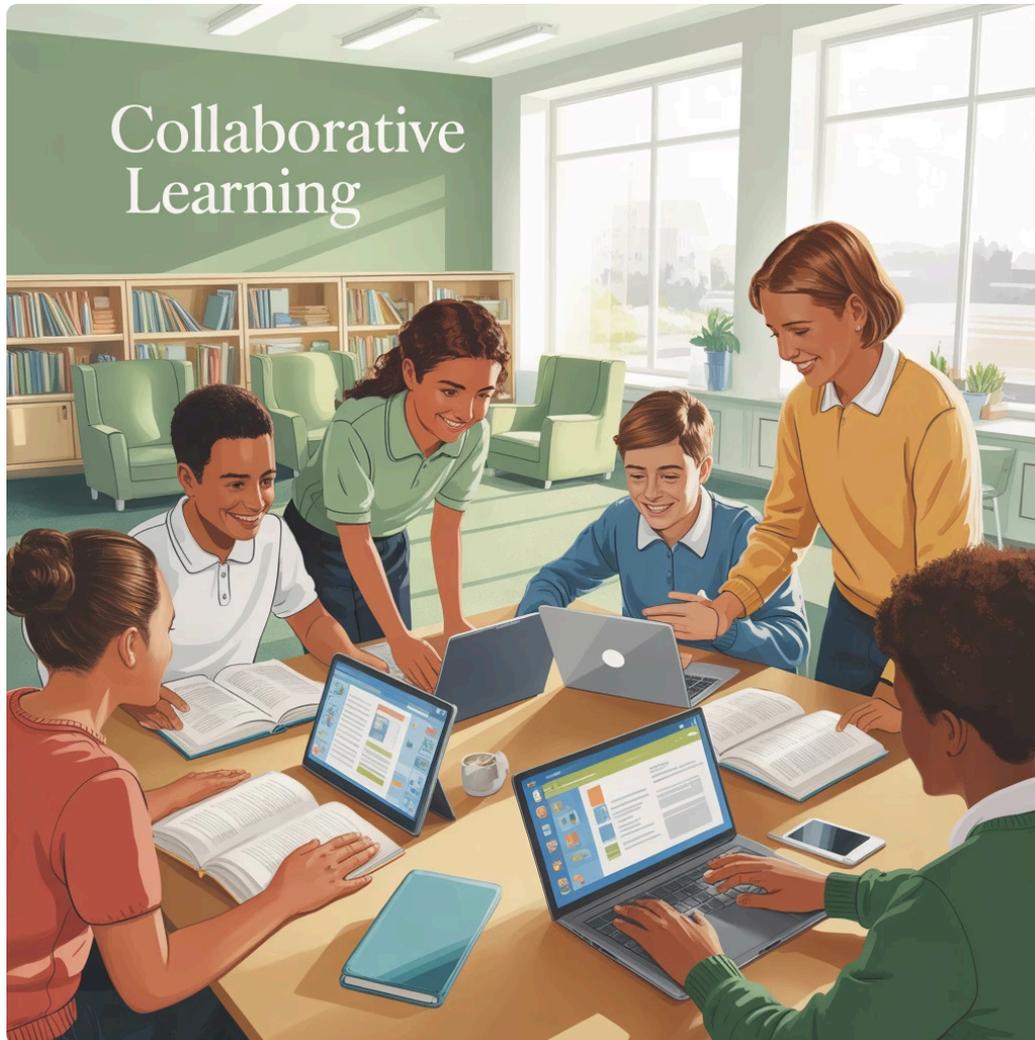
Chapter 12



Chapter 13

UNIT 5 (ABQ) LQ7/8

This unit continues with ABQs for Learning Questions 7 and 8.

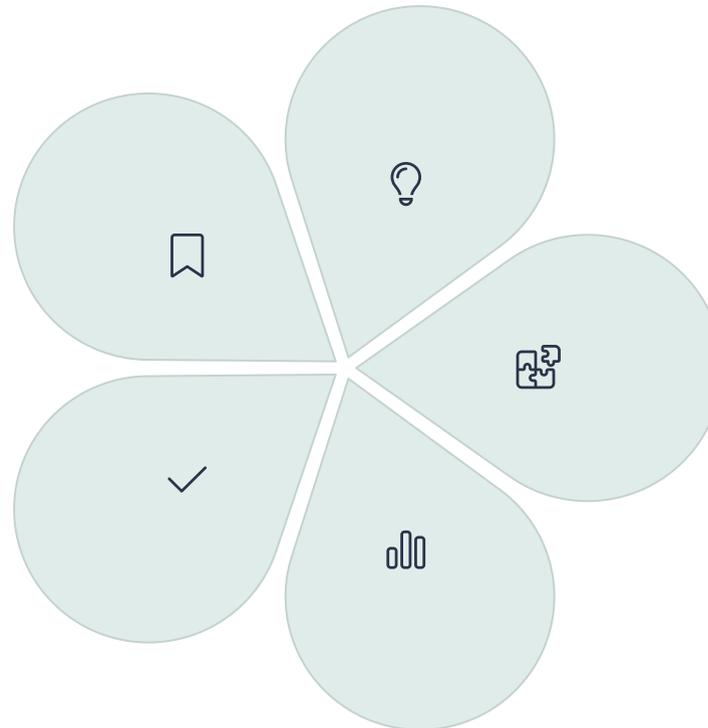


UNIT 6 Q2

This unit addresses Question 2 with comprehensive coverage across five chapters.

Chapter 20
Introduces the core concepts of Question 2.

Chapter 24
Assessment and review of Q2 material.



Chapter 21

Explores theoretical frameworks related to Q2.

Chapter 22

Presents problem-solving approaches.

Chapter 23

Analyses and practical applications.



UNIT 7 Q3



Chapter 25

The first chapter addressing Question 3 content.



Chapter 26

Detailed exploration of Q3 concepts and applications.



Chapter 27

Final chapter concluding the curriculum with comprehensive Q3 material.

People in Business

Unit 1 is the first 3 chapters.

CHAPTER 1 – PEOPLE IN BUSINESS

QUESTION 1 and 4 ON EXAM PAPER

All the various parties affected by the business and its actions are referred to as stakeholders.

The business world is dynamic or ever-changing and therefore stakeholder relationships change over time.

Consumer

- This person uses goods for private purposes.
- This person aims to satisfy their needs and wants within a budget.
- This person is not a trader and seeks personal satisfaction.
- This person seeks value and often researches before making a purchase.
- Consumers expect an after sales service.

Entrepreneur

- This person is the promoter of the business who combines the factors of production into a business unit.
- He takes moderate risks and takes the initiative after spotting a gap in the market and encounters success or failure. (See enterprise chapter)
- He is the ideas person.

Key Business Stakeholders: Investors and Producers

Investor

- Supplies the finance for the project after examining the business plan.
- Expects an adequate return; shareholders are investors, and their return is called a dividend
- Money on deposit in a bank is the least risky but provides the smallest return.
- Shareholders are the investors of a company.

Producer (Supplier)

- Combines resources and transforms raw materials into finished products for consumers.
- Provide raw materials for producers and provide finished goods for consumers. e.g. a farmer supplies potato to the consumer and to the frozen food factory
- The main objective is profit.
- Producers compete for market share.
- They supply the general public and other businesses.
- Producers must focus on quality at all times.
- Curley foods supply fruit vegetables and soup to Supermac's.
- Producers like to get paid within 30 days.





Service Traders and Providers

SEE CATEGORIES OF INDUSTRY FOR SERVICES SECTOR



Service Provision

These firms provide essential services which facilitate the business system e.g. Accountants, lawyers, internet services, transport, financial services.



Non-Manufacturing

They do not manufacture or construct anything.



Business Support

They provide backup and consultancy for business.



Economic Sector

This is the Tertiary Sector.

Employers and Employees

Employers

- These people hire employees to produce goods and services in return for a wage/salary.
- They organise all aspects of the business and hire specific people for specific tasks.
- They wish to make a profit.
- They try to run an efficient business and to maintain jobs.
- Supermac's employ 1500 people.

Employees

- They provide labour to the employer in return for a wage / salary.
- They are affected by Trade union membership, tax rates, PRSI, universal social charge, Health and Safety and the state of the economy.
- Job security is their major priority, and they look for a higher standard of living.
- In 2017 Ryanair agreed to recognize Trade unions for the first time in 32 years

Interest Groups in Business

What are Interest Groups?

An interest group is a representative organization outside of the political system, which puts pressure on other bodies to achieve an aim.

This pressure can take the form of demonstrations, bad publicity, letters, petitions, strikes etc.

Their Purpose

They attempt to influence policy decisions, which affect their members and are also called pressure groups.

They lobby various institutions to achieve change.

Example

The Consumer Association of Ireland constantly put pressure on the Irish government to change the rules to protect consumers e.g. A code of conduct for dealing with mortgage arrears.

GIFT VOUCHERS THE GIFT THAT KEEPS ON TAKING AWAY -CAI

Interest Groups can be for consumers only or may take the form of a trade association, which represents a specific trade e.g. the licensed vintners association lobbied on behalf of the pub trade against the smoking ban.

The Irish Road Haulage Association represents the interest of the licensed transport industry at home and abroad.

Lobbying is the deliberate effort to influence the decision-making process by promoting a particular point of view with government or MEPs or with other organizations. Interest groups may or may not succeed in achieving their desired objectives.

Key Interest Groups in Ireland

The Irish Farmers Association (IFA)

- Actively represents and serves over 965 branches and 90,000 members.
- The IFA engaged in intense lobbying in Brussels to obtain greater flexibility on milk quotas in advance of their 2015 abolition.
- The IFA lobbies national governments to initiate pro farming policies that would improve and consolidate farm incomes (loss leader sale of vegetables in the large multiples at Christmas time) etc.

EVERYBODY IS GETTING MORE OUT OF FARMING THAN THE FARMERS - IFA

Irish Business and Employers Confederation (IBEC)

- Represents employers on industrial relations matters.
- Negotiates with government and ICTU on wage agreements.
- Advises members on the effects of new EU legislation etc.

Other business *associations* include

Irish Management Institute

- A member organisation providing a forum for practising managers to exchange leading edge experience.
- Provides courses on key management areas.
- Carries out salary surveys.
- Provides an information centre for small businesses.

Business Networks and Government

Chambers of commerce

- Ireland's largest business network
- Companies are drawn from all sectors of the economy.
- Each chamber (55 in all) promotes local economic development.
- It provides market led services that helps exporters in a community.

Government and Society

- This is also an important stakeholder.
- We will deal with issues such as pollution, exploitation, corruption, and whistle-blowers in Unit 6.
- The government affects a business by tax laws, planning laws, consumer laws and employment laws.



That concludes the introduction to people in business, however taking it a step further we must understand **the various relationships**.

VERY IMPORTANT DEFINITIONS (NEXT TWO)

Business Relationships



Cooperative Relationship

A **cooperative relationship** exists where joint action or effort is required to enable people to work and operate together so that all parties will be a mutual benefit. Both parties work towards a common goal.

This is a **winner winner** relationship.

E.g. Two carrot producers lobbying for flood assistance from the government.

• Do not confuse competition with conflict.

A relationship can be competitive and co-operative in an ever-changing business world. See Business the higher option for sample questions and answers.



Competitive Relationship

A **competitive relationship** exists when people inside and outside the business have common areas of competition and are **competing against each other** e.g. Coca Cola v Pepsi. There is a mutually exclusive goal.

- They compete on a basis of price quality and labour,
- This is a winner loser relationship.
- One party benefit at the expense of the other

CHAPTER 2 – CONFLICT IN THE MARKETPLACE

Introduction to consumer law

A contract is a formal agreement between two or more people that is enforceable by law. When you buy goods or services you enter into a contract with the seller. Certain elements must be present for a contract to be legally binding. Contracts are made up of terms; some of which can be implied terms.

Contracts may be written or oral. It is easier to know what the terms are in a written contract, but an oral contract is also enforceable in law. Terms in consumer contracts must always be fair and clear to the consumer.

Consumers are entitled to have their rights and interests protected by law. Irish consumer protection law, which is based on Irish and European legislation, is a distinct area of law that addresses the general protection and promotion of consumer rights and interests.

A contract is a legally binding agreement between two or more parties and if necessary, the parties may resort to the courts to decide.

Elements of a Valid Contract

1

Agreement = Offer + Acceptance

An **Offer** is a proposal to give or to do something and when accepted there is said to be agreement.

e.g. A bid on a house at an auction.

It must be clear and may be implied by conduct e.g. taking goods to the checkout.

Acceptance is a positive unqualified assent to all terms of the offer

e.g. The vendor is happy to sell the house.

2

Exception: Invitation to Treat

Goods on display are merely an *invitation* to the buyer to make an offer to buy but are not necessarily an offer to sell. This concept is called "*Invitation to treat*".

E.g. flick knives case

A shop displayed flick knives in their window at a time when it was illegal to sell them. A government official took a photo of the displayed knives without actually buying them. The case against the shop was thrown out.

Intention – the persons must want to create legal relations and form a legally binding agreement. In a social and family situation there is no legal intent but in a commercial situation there is legal intent e.g. meeting a family member for dinner as opposed to meeting an auctioneer to complete the contracts for a house sale.

Essential Elements of a Contract

Consideration - Each party in a contract must give something of value (BENEFIT) to the other party. Something of value must be exchanged. So long as consideration exists, a court of law will not question its adequacy, provided it is of some value.

Example: If you pay €500 to go on holidays to Spain this is the consideration as is the packaged holiday.

1

Capacity to contract

The power of a natural person to enter into a contract. The person is legally able to enter into a contract.

The following parties do not have capacity to contract:

- Minors – people U-18 except for necessities e.g. food etc.
- Persons under the influence of alcohol or illegal drugs.
- Persons of unsound mind.
- Diplomats must give up their immunity.
- Companies acting **ultra vires** or beyond their control.

2

Real consent

A person must enter into a contract of their own free will. There should be no use of force, lies or misrepresentation e.g. a groom only married his pregnant bride after he was threatened by her angry father. One month later the marriage contract was cancelled.

3

Legality of Purpose

A contract should not be for a purpose which offends the common good or the law of the land e.g.

– illegal drugs / tax evasion / illegal weapons.

4

Legality of form

Contracts must be of the correct legal format and drawn up in a particular manner. e.g. Hire Purchase agreements should be in writing. All insurance details are written in a contract called a policy.

TERMS AND CONDITIONS

Types of Terms

- Express terms are stated clearly orally or in writing.
- Implied terms are recognized by a reasonable person as being automatically in the contract.

Example: A person paying for the use of a harbour to dock a ship would expect the harbour to be safe.



Condition

This is a fundamental part of a contract, if broken, the contract is deemed to be null and void. It is a term that goes to the heart of a contract.

Warranty

This is a less important part of a contract and if broken, the contract may not be ended but the injured party may sue for damages.

Example: An opera singer who fails to turn up for the show itself is in breach of a condition whereas not attending rehearsals is only in breach of warranty

DISTINGUISH BETWEEN A CONDITION AND A WARRANTY HAS NEVER BEEN ASKED

Methods of Ending a contract

A contract is ended when all the responsibilities and obligations that arose under the contract are no longer required. All rights that may have existed under the contract can no longer be exercised or claimed: they are extinguished.

A contract may be ended as follows:



Performance

This is the most usual method and there must be complete and exact performance (as in both parties must have fulfilled their duties).

Example: Wilfried Zaha signs a contract with a club for 3 years and trains with and plays for the club for that time duration and became a free agent on May 23



Agreement

Both parties agree to end the contract early and are then free from any legal obligations to each other.

Example: A professional footballer is not scoring enough goals and is under pressure from the fans. He agrees with the club's decision to release him from his contract.

Cristiano Ronaldo left Manchester United by mutual consent on November 22



Breach

A condition or fundamental part of the contract has been broken by one of the parties. Example:

Model Kate Moss lost valuable contracts with Burberry and Chanel after pictures of her doing cocaine emerged



Frustration

Due to some unforeseen circumstances it has been deemed impossible to complete the contract. It is often death or injury

Example: The Arctic Monkeys cancelling Marlay Park due to a sore throat.

Remedies for Breach of contract

Damages

Monetary compensation is awarded to the injured party. A court decides on an adequate figure.

Example: Flo Rida was awarded \$83m against drinks company Celsius in a dispute over celebrity endorsement.

Specific performance

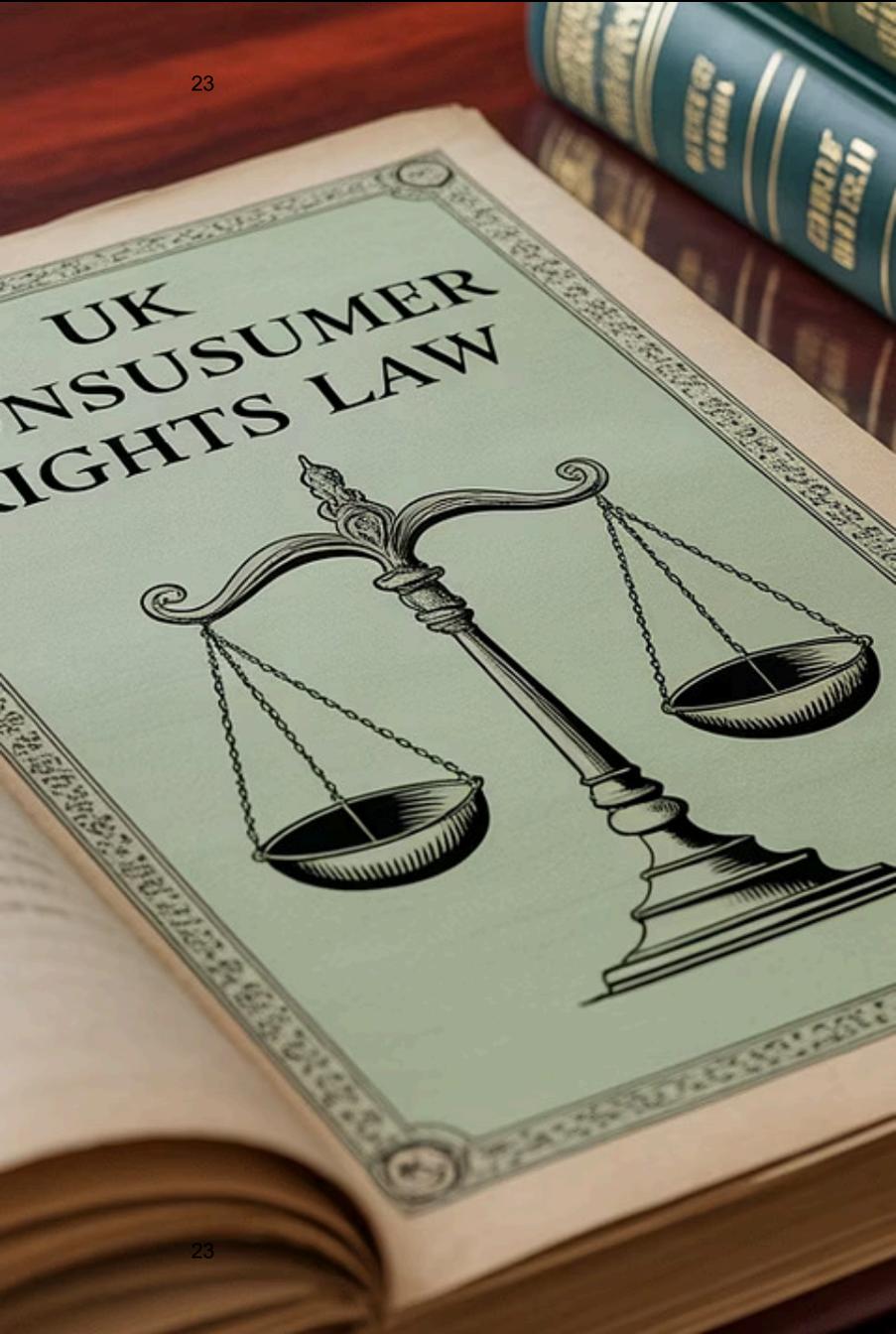
A judge orders that certain duties are carried out. It is a suitable means if damages are not appropriate.

Example: A building contractor and a client disagreed over the quality of workmanship on a partially completed house. A judge ruled that the building contractor should upgrade the work and complete the house.

Rescind the contract

A judge attempts to place both parties back in the same position as they were before the contract began. The purpose is to release the parties from the contract.

Example: For example, assume you agreed to sell, and the buyer agreed to buy three acres of land that you thought you owned. Later, it turns out that you did not have title to the property. Rescinding the contract would be the proper remedy.



Sale of Goods and Supply of Services Act 1980

Statutory Rights

Right to Sell

Seller must have right to sell.

It is assumed that the seller owns the goods and has the right to sell.

Merchantable Quality

It states that goods must be of merchantable quality.

The consumer is entitled to goods which are of merchantable quality – they should be of reasonable standard/quality considering what they are supposed to do, their **durability and the price paid**.

€50 pen versus a €1 pen. If the good is not of merchantable quality, the consumer could seek a refund, replacement, or repair depending on the type of fault and the time frame.

Fit for Purpose

It states that goods must be fit for the purpose required. This means that if the consumer relies on the retailer/assistant for help or expertise on choosing the correct product the advice should be correct e.g. choosing paint for the interior versus for the exterior. The goods must do what they are supposed to do

The act states that goods must be as described. The consumer is protected as goods sold under description must be exactly as described and not be misleading e.g. a 100% pure silk shirt must not be partly polyester.

Goods sold by sample then goods must match the sample.

Goods sold by sample and description must correspond to the sample and description.

It is the retailer and not the manufacturer who is responsible for defective goods. This means that the retailer must sort out the consumer problem as the contract was between the consumer and the retailer and not with the manufacturer.



NO REFUNDS

Illegal Shop Notices

 Consumers' rights under the act cannot be taken away or limited by signs such as:

- 'Credit Notes Only'
- 'No Cash Refunds'
- 'No exchange'

These signs are illegal and do not affect your statutory consumer rights. A credit note is not a refund as it restricts you to shopping in that shop. It is an offence for the retailer to display signs that give the consumer the impression that they have no legal rights.

Guarantee

Guarantees are seen as **additional protection** given to the consumer and they cannot limit the consumer's rights under consumer law.

The guarantee must clearly show what goods are covered, the time frame involved and the procedure for making claims.

The consumer can choose to have the goods fixed by the manufacturer or they can insist that the retailer deals with the complaint. The contract is between the seller and the buyer.



Provisions for Services

It makes specific provisions for services.

The consumer is protected as the service provider should:

1 Have the skill
(Education/Training and competency)

2 Use it with due care
(Make full effort and be diligent)

3 Use materials, which are of merchantable quality
(Price/ Durability)

Unsolicited Goods (INERTIA SELLING)

These are goods that are sent to someone without having received an order.

1 — After 30 Days

The consumer has the right to keep the goods without payment after thirty days if the consumer has sent written notice to the sender and informed him where they can be collected.

2 — After 6 Months

S/he has the right to keep the goods after six months if the sender has not collected them and the consumer has not prevented the firm from collecting them.



Three Scenarios Under the Act

Scenario 1

If a problem arises and you act promptly and have proof of purchase:

You are entitled to a ***FULL CASH REFUND***

Scenario 2

If there is a delay or the goods have been used, then.

You are entitled to a **PART REFUND** (repair or credit note)

Scenario 3

If goods have been abused or the fault was pointed out at the time of purchase, or you simply have changed your mind.

You are entitled to NOTHING.

The Consumer Protection Act 2007

The Consumer Protection Act 2007 provides protection to the consumer through a variety of measures. The Act protects consumers from misleading, aggressive, or prohibited practices. A misleading practice involves providing false, misleading and deceptive information. Misleading practices are banned if they would be likely to impair the average consumer's ability to make an informed choice in relation to a product and would cause the average consumer to decide about a transaction that they would not otherwise make.

Under the Act it is a criminal offence for any retailer to make a false or misleading claim about goods, services, and prices. It is also an offence to sell goods which bear a false or misleading description. Misleading advertising, misleading information, and withholding material information are considered misleading practices. The Act provides that prices of certain products must be displayed inclusive of charges, fees, and taxes. AIRLINES

The Act prohibits traders from engaging in aggressive practices such as harassment, coercion, or exercising undue influence. Examples of harassment are pressurising, intimidating, and taking advantage of vulnerable consumers. The Act is enforced through the Competition and Consumer Protection Commission (CCPC).

Competition and Consumer Protection Act 2014

The Competition and Consumer Protection Act 2014 provided for the establishment of the Competition and Consumer Protection Commission. This agency replaced, and took over the functions of, the National Consumer Agency and the Competition Authority. It has a general function of promoting consumer welfare and is responsible for investigating, enforcing, and encouraging compliance with consumer law. The CCPC has a dual competition and consumer protection mandate. For the purposes of Leaving Certificate Business, its functions only in relation to consumer protection are relevant. The statutory functions of the CCPC in relation to consumer law include:

Misleading Practices and Other Areas of Consumer Protection

1

Misleading Practices

Misleading advertising, misleading information, and withholding material information are considered misleading practices. The main characteristics of a misleading action are false or inaccurate information on:

- The existence or nature of the product/service
- The main characteristics, including its availability at a particular time, place, or at a particular price
- Usage and prior history
- The price of the product/service, the manner in which the price was calculated or the existence and nature of a specific price advantage
- And the legal right of a consumer (whether contractual or otherwise) or matters relating to when and how or in what circumstances those rights may be exercised

2

Prohibited Practices

Among practices prohibited by the Act are:

- Making false claims for cures for illnesses
- Offering free prizes when it costs money to claim the prizes
- Running promotions or competitions when the top prize is not available
- Persistently cold calling, having been asked to leave or stop
- Demanding payment for unsolicited goods
- Pyramid schemes. A pyramid scheme is defined as one where a person pays money, but their primary benefit derives from the introduction of other persons into the scheme, rather than the supply of a product

Other Areas of Consumer Protection

Price Display Regulations

The Consumer Protection Act 2007 gives the Minister the power to make Regulations requiring that the prices of certain products be displayed in a specific manner. For example, they could provide that price of certain products must be displayed inclusive of charges, fees, and taxes.

Price Controls

Price controls can only be introduced in emergency situations and must be by decision of the government and not just the Minister for Enterprise, Trade and Employment.

Codes of Practice

The Consumer Protection Act 2007 provides for the recognition of codes of practice drawn up by traders or groups of traders and for the NCA to approve such codes. It also provides that the NCA may issue guidelines to traders about consumer protection and welfare, commercial practices, quality assurance schemes and codes of practice.

2016 - NOW CALLED COMPETITION AND CONSUMER PROTECTION COMMISSION

Right to Cancel Online or Doorstep Sales

You can cancel and get a full refund up to 14 days from when you make a purchase. This right extends to 30 days for doorstep sales. For goods, the cancellation timeline starts after you physically receive them.

When you use this right, you do not have to give the business a reason for cancelling. If there is a dispute, it is up to you to show that you used your right to cancel.

In pre-legislative days when consumers had limited rights the phrase Caveat Emptor was popular, and it means "Let the buyer beware". Even though present-day consumers are relatively well protected they are still asked to be vigilant.



The Competition and Consumer Protection Commission: Ireland's Market Guardian

A comprehensive overview of the CCPC's role, functions and importance for Leaving Certificate Business students.

Legal Basis and Background

The Competition and Consumer Protection Commission (CCPC) was established under the Competition and Consumer Protection Act 2014, representing a significant development in Ireland's regulatory framework.

The Commission emerged from the strategic merger of two previously separate entities: the Competition Authority and the National Consumer Agency. This consolidation was part of broader government initiatives to streamline public services and reduce administrative costs following the 2008 economic crisis.



The CCPC operates with a dual mandate to enforce both competition and consumer protection legislation, creating a more integrated approach to market regulation in Ireland.

Main Functions of the CCPC

1

Enforcement

The CCPC rigorously enforces both consumer and competition laws across all sectors of the Irish economy. This includes investigating suspected breaches, issuing compliance notices, and pursuing legal action when necessary.

2

Consumer Education

The Commission provides comprehensive information and educational resources to help consumers understand their rights and make informed purchasing decisions in increasingly complex markets.

3

Government Advisory

As a statutory body, the CCPC advises the government on policy matters relating to consumer protection and market competition, helping shape legislation and regulatory frameworks.

4

Market Investigation

The Commission actively investigates anti-competitive practices such as price-fixing, cartels, and abuse of dominant market positions to ensure fair competition in the Irish marketplace.

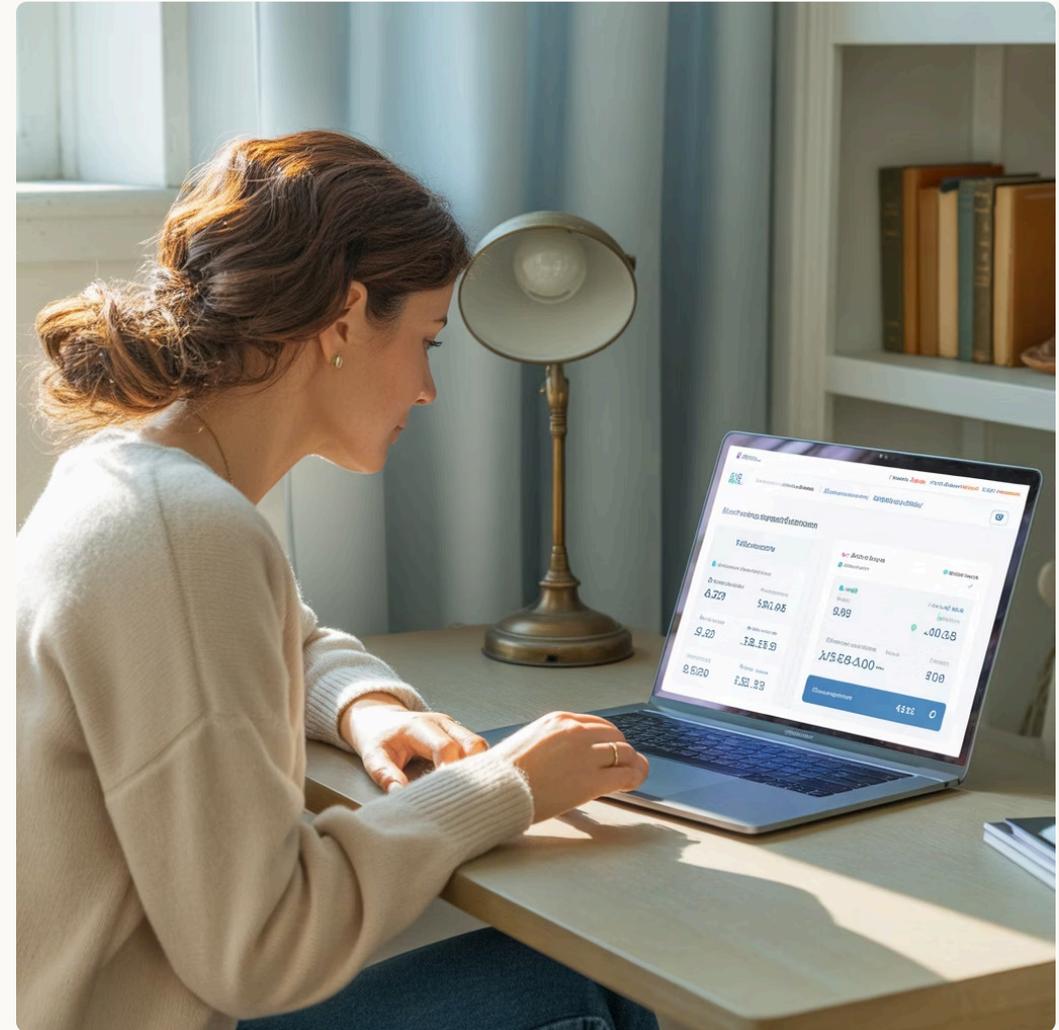
Informing and Educating Consumers

Multi-Channel Consumer Support

The CCPC fulfils its statutory obligation to inform citizens about their consumer rights through multiple channels:

- Comprehensive website with resources, guides and tools
- Dedicated consumer helpline for personalised assistance
- Regular newsletters detailing consumer rights updates
- Active social media presence for immediate outreach

Their financial education initiatives include specialised calculators for mortgages, loans and pensions, enabling consumers to make more informed financial decisions.



- The CCPC's comparison tools help consumers evaluate options across various sectors including banking, insurance, and utilities –promoting active consumer engagement in the marketplace.



Enforcing Consumer Law



Identification

The CCPC identifies potential breaches of consumer law through market surveillance, consumer complaints, and whistleblower reports.



Intervention

Issues formal compliance notices and prohibition orders to businesses that violate consumer protection regulations.



Penalties

Imposes significant fines for violations such as incorrect price displays, misleading advertising, and unfair contract terms.



Publication

Publishes lists of non-compliant businesses as a "name and shame" strategy to encourage compliance and inform consumers.

Conducting Research on Consumer Issues

The CCPC conducts extensive research on consumer behaviour and market trends to inform both policy development and consumer education. Their findings provide valuable insights into how Irish consumers interact with various markets.

A landmark 2017 CCPC survey revealed that 41% of Irish consumers had switched service providers in the previous year, demonstrating increasing consumer engagement in competitive markets.

Research outcomes are published in accessible formats to educate the public about the tangible benefits of market competition, including improved product quality, competitive pricing, and greater innovation.



41%

Switched Providers

Of Irish consumers changed service providers in 2017

€250M

Consumer Savings

Estimated annual savings from informed switching



Advising the Government

Policy Recommendations

The CCPC provides evidence-based recommendations to the Irish government on legislative changes needed to enhance consumer protection frameworks. These recommendations are grounded in market research and international best practices.

Industry Analysis

Detailed reports on specific industries highlight competition issues, market failures, and consumer protection concerns, helping government officials understand complex market dynamics and regulatory needs.

Regulatory Gap Identification

The Commission identifies areas where current regulations are insufficient to protect consumer interests or promote fair competition, recommending targeted interventions to address these gaps.

Promoting Competition

Merger Control

The CCPC carefully examines proposed mergers and acquisitions to assess their potential impact on market competition. This prevents market concentration that could harm consumers through reduced choice or higher prices.

Anti-Monopoly Enforcement

By preventing dominant firms from engaging in anti-competitive practices, the CCPC ensures smaller businesses can compete fairly and new entrants can access markets, fostering innovation and economic growth.



The CCPC's competition mandate ensures Irish markets remain dynamic and competitive, ultimately benefiting consumers through:

- Fair pricing across sectors
- Higher quality products and services
- Greater consumer choice
- Enhanced market innovation

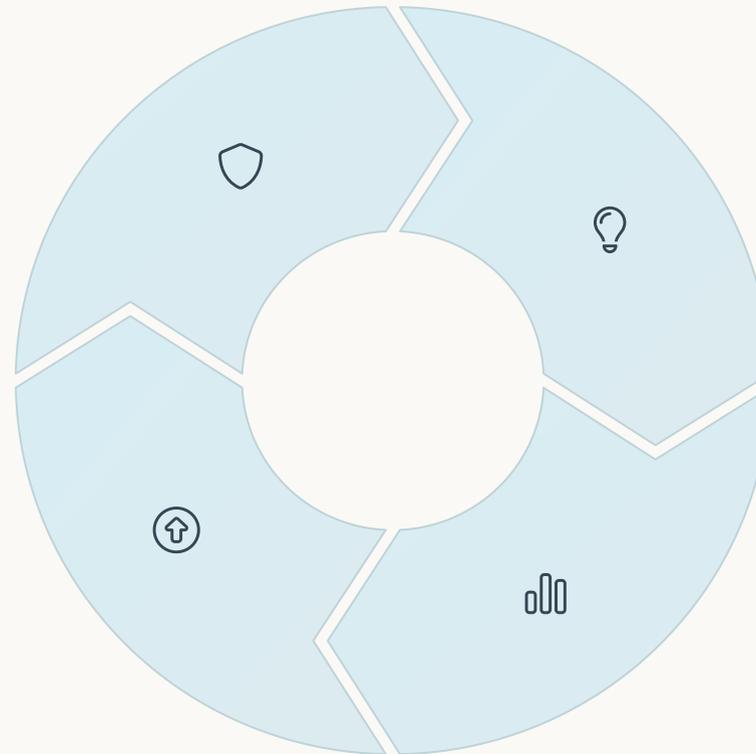
Protecting Consumer Welfare

Safeguarding Interests

The CCPC defends consumers against unfair business practices, ensuring transactions are transparent and equitable across all market sectors.

Encouraging Switching

The CCPC actively promotes consumer switching between service providers to stimulate competition and improve market efficiency.



Promoting Informed Choice

Through education initiatives and information campaigns, the Commission empowers consumers to make knowledgeable purchasing decisions.

Data Analysis

Systematic analysis of consumer complaints helps identify patterns of market failure or business malpractice requiring investigation.

Through these interconnected activities, the CCPC creates a virtuous cycle that continuously improves market conditions for Irish consumers while promoting fair business practices.

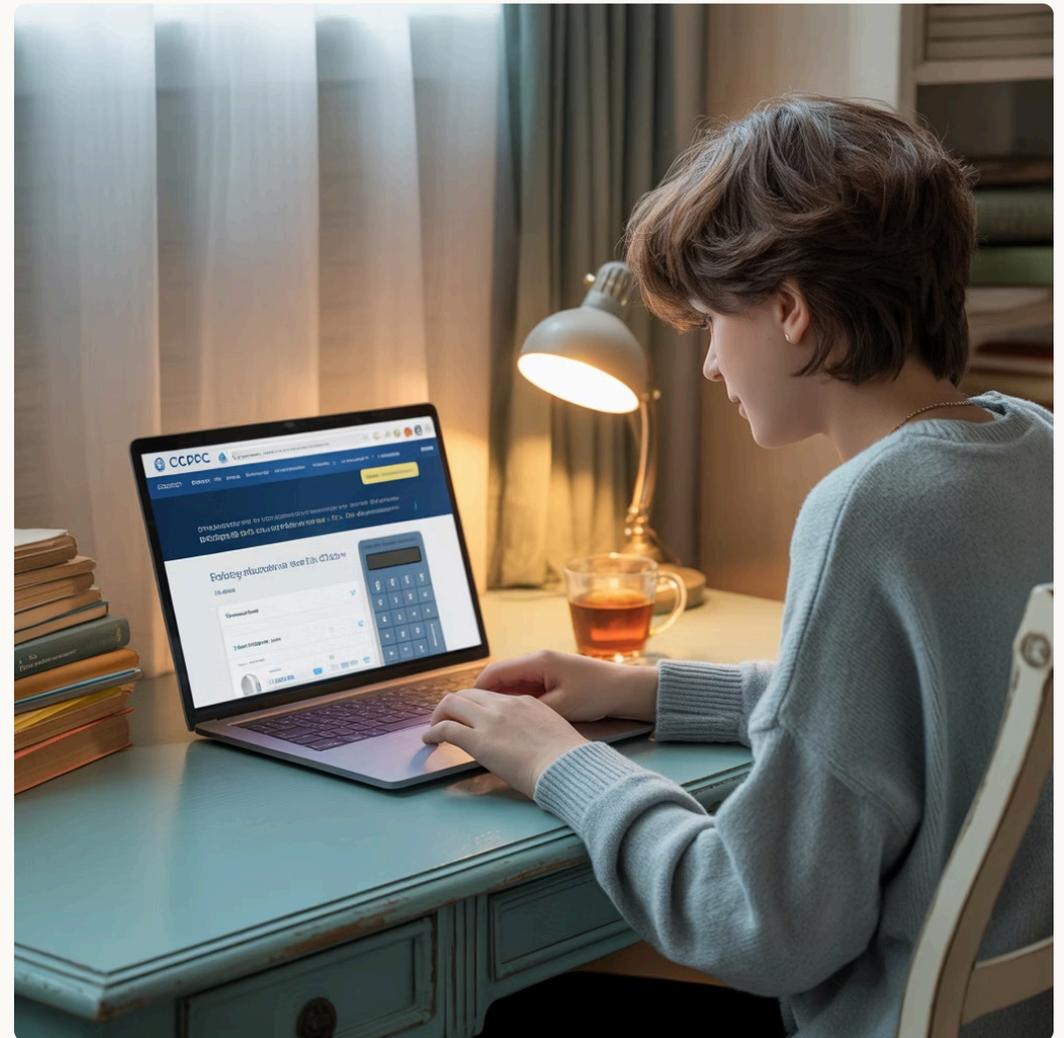
Resources and Tools for Students and Public

Educational Resources

The CCPC website offers extensive resources particularly valuable for Leaving Certificate Business students:

- Comprehensive consumer guides on various topics
- Interactive financial calculators for practical applications
- Educational materials explaining key consumer and competition concepts

These resources provide concrete examples of regulatory frameworks in action—an essential component of the Business curriculum.

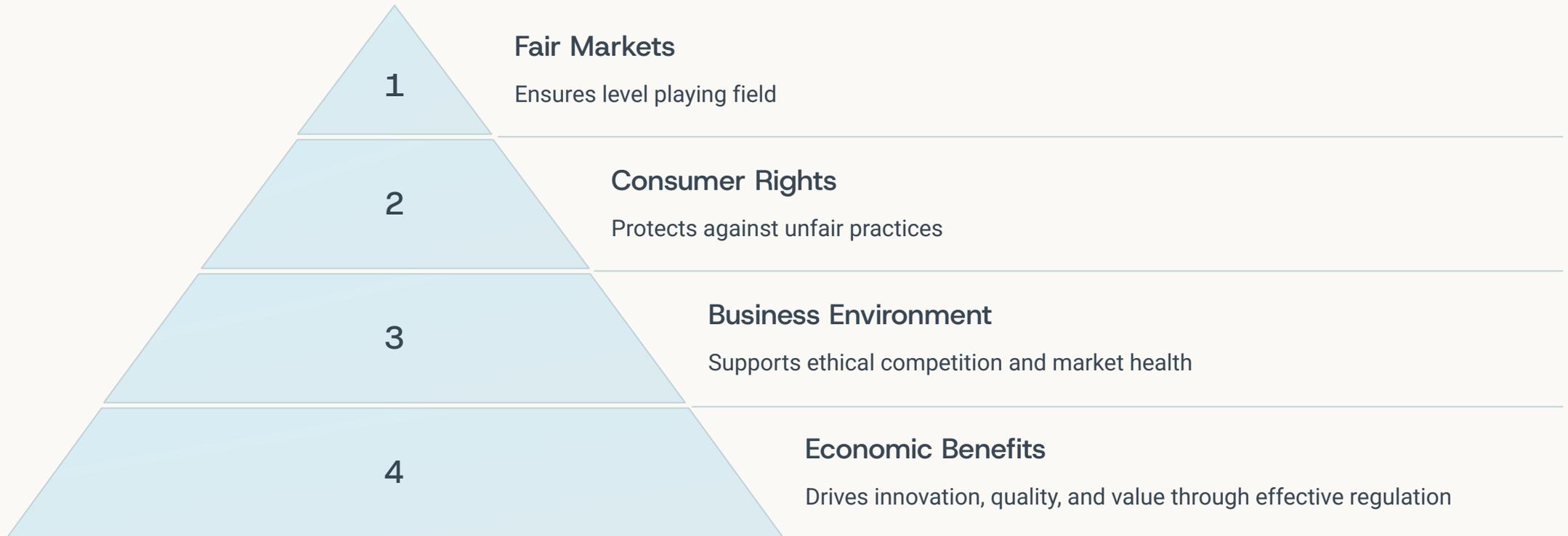


Exam-Relevant Case Studies

The Commission's published investigations and enforcement actions serve as excellent case studies for Leaving Cert exams, demonstrating:

- Real-world applications of business law
- Regulatory impacts on business operations
- Practical examples of consumer protection principles

Conclusion: Importance of the CCPC



Understanding the CCPC's functions and importance is essential for Leaving Certificate Business students, providing insight into how regulatory bodies balance market freedom with consumer protection to create a fair and functioning economy.

The Commission exemplifies how government agencies can positively influence market dynamics while supporting both business innovation and consumer welfare—a core concept in modern business studies.

Consumer Redress Methods

We will look at the various means of redress for the consumer when a genuine problem occurs.

Consumers are not generally expected to threaten the law on a retailer immediately. It is important at this stage to make a distinction between LEGISLATIVE methods and NON-LEGISLATIVE methods.

- ❗ A legislative method of resolving a business conflict is to use the wording of the law to solve the conflict or to use an office or organisation set up as a consequence of a law to help in finding a resolution. A non-legislative method of solving a business conflict means that the parties involved do not use a law or an office or organisation set up under a law to assist them in resolving their conflict.

Conflict Resolution

Negotiation with Retailer

If a problem occurs, the consumer should contact the retailer, highlight the problem, and then sit down and try to negotiate a solution.

- A family meal at a fast-food restaurant is ruined after a piece of broken glass is found in a tray of garlic cheese chips. There were no medical complications, but the meal was ruined. The owner later offered a dinner voucher worth €100 for a restaurant of the family's choice.
- A consumer who was unhappy with a package holiday complained unsuccessfully to the travel agent (negotiation failed) and therefore requested the help of a third party – Irish Travel Agents Association. They came up with a successful resolution which was accepted by both sides.

Consumer Association of Ireland

Consumers may complain to the Consumer Association of Ireland. This body,

- Protects and promotes the consumers interests.
- Produces a magazine called Consumer Choice.
- Helps to resolve consumer problems.

The Office of the Ombudsman



Agencies Not in its Remit

There are certain complaints that the Ombudsman cannot examine. They include complaints about:

- Clinical judgements of doctors or other medical professionals
- Job applications
- Decisions relating to immigration or nationalization
- How prisons are run

The Office of the Ombudsman cannot examine a complaint if you have already started legal proceedings against a public body for the same complaint.

Types of Claims

The Ombudsman can investigate a complaint if you believe that a public service body has given you the wrong information or your complaint has not been dealt with properly.

Last Resort

The Ombudsman will only investigate a claim if all other procedural routes have been exhausted.

Types of Investigation

They can also investigate a decision that you believe to be unfair, has been delayed or where the reason for the decision has not been properly explained to you.

Preliminary Investigation

If the Ombudsman can take your case on, they will begin a preliminary investigation and ask the public service body to provide relevant information. You may also be informally interviewed at this stage.

1

2

Formal Investigation

In a formal investigation, the Ombudsman will draft a statement of complaint in consultation with you. The investigation will be carried out in private and usually in writing. The Ombudsman may demand any information, files or documents to help him or her carry out the investigation. At the end of the investigation process, the Ombudsman must inform you of the decision

The Small Claims Court

The Small Claims Court is a relatively cheap, fast and easy way for consumers to resolve some types of disputes without having to use a solicitor.

The application fee is €25, and the service is provided in your local district court office. The court officials settle many cases through negotiation, without the case having to be listed for court.

In my opinion the procedure is there to help you to make your small claim with a minimum of procedural red tape and at little cost.

Introduction

- The Small Claims procedure is an alternative method of commencing and dealing with a civil proceeding in respect of a small claim and is provided for under the District Court.
- It is a service provided by District Court offices and is designed to handle consumer claims and business claims cheaply without involving a solicitor.
- To be eligible to use the procedure, you, the 'consumer' must have bought the goods or services (or the service) for private use from someone selling them in the course of business. As a 'business' you must have bought the goods or services (or the service) for use in business from someone selling them in the course of business.
- The District Court Clerk, called the Small Claims Registrar, processes small claims.
- Where possible, the registrar will negotiate a settlement without the need for a court hearing. If the matter cannot be settled the registrar will bring your claim before the District Court.

Type of Claims Dealt With

1. A claim for goods or services bought for private use from someone selling them in the course of a business (consumer claims)
2. A claim for goods or services bought for business use from someone selling them in the course of a business (business claims)
3. A claim for minor damage to property (but excluding personal injuries)
4. A claim for the non-return of a rent deposit for certain kinds of rented properties. For example, a holiday home or a room / flat in a premise where the owner also lives provided that a claim does not exceed €2,000.

Excluded from the Small Claims Procedure

Claims arising from:

- A hire purchase agreement
- A breach of a leasing agreement
- Debts

Chapter 3

Conflict at Work: Key Legislation and Workplace Parties

The purpose of this chapter is to cover the conflict at work area. The key areas are the three pieces of legislation which must be learned off by heart as they are highly examinable.

The Acts are

- Industrial Relations Act 1990
- Unfair Dismissals Act 1977
- Employment Equality Act 1998

The main parties in the workplace are employees, employers, shop stewards, unions, ICTU and IBEC.



Trade Unions and Grievance Procedures

1

Better Pay

Better pay under the National wage agreements.

2

Job Security

Greater job security for members.

3

Negotiating Strength

Negotiating "Strength" when sorting out disputes.

4

Educated Representatives

Shop stewards are well educated on union matters.

5

Grievance Procedure

Help to negotiate a **grievance procedure**.

Trade Unions represent and protect members interests and take part in collective bargaining between employers and employees looking to deal with changes in working conditions.

Grievance Procedure

This is an agreed set of rules between the employer and the employees on how to deal with specific problems in the workplace. E.g. discipline, lateness. It should be,

- **Fair** - to both sides.
- **Fast** as in speed of implementation.
- **Simple** - not complicated and easy for the parties to use.

Key Organisations in Industrial Relations

Irish Congress of Trade Unions (ICTU)

- Represents almost all trade unions in Ireland.
- Represents and advances the economic and social interests of working people.
- Negotiates national agreements with government and employers, when mandated to do so by constituent and member unions.
- Promotes the principles of trade unionism through campaigns and policy development.
- Provides information, advice and training to unions and their members.
- Assists with the resolution of disputes between unions and employers; Regulates relations between unions and rules on inter-union disputes etc.

Irish Business and Employers Confederation (IBEC)

- Represents employers on industrial relations matters.
- Negotiates with government and ICTU on wage agreements.
- Advises members on the effects of new EU legislation etc.

GDPR



Understanding Industrial Relations

Definition

Describes the relationship between employers and employees and the history of disputes between them.

Formal Structure

It includes all the formal procedures, rules and regulations that exist between the employers and the employees.

Collective Bargaining

Before the economic crash of 2008 a process of collective negotiations involving the main stakeholders was used to deal with workplace issues such as pay increases. This is known as collective bargaining.

A problem between an individual and an employer is called a **grievance**. This can escalate into a **dispute** if a group of workers are involved.



VERY IMPORTANT DEFINITION

A trade dispute is any dispute between worker and employer in the matter of employment or non employment or the terms and conditions affecting that employment

Industrial Action Types

⚠️ INDUSTRIAL ACTION TYPES ARE VERY POPULAR WITH EXAMINERS

Industrial Relations Act 1990

Most of the law on trade disputes and industrial action is contained in the Industrial Relations Act

"An industrial action is any action which may affect the terms of a contract which is taken by workers acting together to compel their employer "to accept or not to accept terms or conditions of or affecting employment." Examples of industrial action include a work to rule, a picket, an overtime ban, or a strike. (Section 8; Industrial Relations Act 1990, irishstatutebook.ie).



Official Strike

Labour is withdrawn in pursuit of a trade dispute.

Where the employees do not enter their workplace and do not do their work. An official strike involves a secret ballot, proper notification to the employer.

(i.e. one week's notice) and sanction by ICTU.

Token stoppage or token strike is where the employees stop work for a short period of time to highlight their concerns.



Work to rule

Where employees only undertake the exact jobs written in their job Description/contract. No flexibility is provided by staff to meet urgent/unforeseen Requirements.



Go slow

In this case the work is done at a greatly reduced pace

Types of strikes

- **Official**-backed by the union.
- **Unofficial**-not supported by the union.
- **Lightning / wildcat**- no notice is given to the employer.
- **Sympathetic**- out in support of other workers.



Types of Pay Claims

1

Productivity

A worker looks for a pay rise in return for greater work done i.e. greater productivity. It is often used in conjunction with the implementation of new technology.

2

Relativity

This claim is to restore a previous relationship e.g. teachers, gardai and nurses are paid similar amounts if one group gets a rise it upsets the status quo.

3

Comparability

This is a claim in line with similar workers in the same industry. It brings the workers back on a par with other workers.

4

Index linked (Consumer Price index)

This claim compensates workers due to high inflation. The rate is now 2%

Grounds for a Legitimate Trade Dispute

Section 1

Dismissal

The sacking of an employee for an unfair reason is grounds for a legitimate trade dispute. This includes constructive dismissal.

Employment policy

The firm could recruit employees who are not qualified to do the job, and this could cause conflict with the existing employees. This gives rise to a legitimate trade dispute.

Range of duties

The employee should not be asked to perform tasks that are not in the work contract or to perform menial tasks in comparison to qualifications.

Pay and conditions of employment

This is the most common reason and includes rates of pay, overtime, holidays and all the terms of an employment contract or a collective agreement.

Safety at work and other physical conditions

An employer who cuts costs by sacrificing employee welfare gives the employees grounds for a legitimate trade dispute e.g. failure to supply safety equipment.

Union membership and union recognition

The employer must not prevent the employee from joining the trade union. The employer also must recognise the trade unions right to negotiate on behalf of its members.



Not a Legitimate Trade Dispute

Section 2

Closed shop agreement

The dispute must not be as a result of a closed shop agreement which is a private deal allowing one trade union only in the workplace.

Political issues

The dispute is not recognised if it is related to political issues e.g. protesting against tax policies. The employer should not lose labour days.

Running of the business

The employee may not engage in a dispute over policies used to run the business or the decision-making process.

Section 3

An employee may break the terms of a work **contract** if it is in furtherance of a trade dispute and is granted immunity from prosecution.

Strike Procedures and Picketing

Section 4

Procedure for going on strike:

Secret Ballot

Employees must hold a "**secret ballot**" on strike action.

If "Yes" Vote

- **One weeks' notice** must be given to the employer.
- It must be sanctioned by ICTU
- The employer may not block the strike with a "**late night injunction**" (Often held in a judge's home.) It is sometimes called an ex-parte injunction as the employees or trade union officials are not present.

Section 5 Primary Picketing

Picketing means that the workers gather at the entrance to their workplace carrying placards to highlight the existence of an ongoing trade dispute. It places moral pressure on people conducting business with the firm. Primary picketing takes place at the workers own workplace and should be conducted in a peaceful manner.

Peaceful picketing is allowed if proper strike procedure has been followed.

- Employees only should picket.
- Picketing is allowed at the employees' workplace and not their home.

A member of the National Bus and Rail Union (NBRU) national executive has defended

Secondary picketing of another organisation is allowed if it can be reasonable to assume that the third party was deliberately frustrating a strike by assisting their employer

Section 6

The **Labour relations commission** was set up. The **Labour Court** was reorganised (Both are legislative methods)

Section 7

The Act changed the rules for the **formation of unions**.

- Must be at least 1000 members.
- Must lodge a High Court Deposit
- Notice must be given to the Dept of Labour when setting up a new Union.
- Grants are available towards the legal fees incurred during amalgamation of two or more unions (even if the amalgamation fails)

Section 8

Inter union disputes have no **immunity** under the Act.

Footnote

If unions follow correct strike procedure, they cannot be sued by the employer for any losses to his / her by the business which might follow from their actions.

Unfair Dismissals Acts 1977- 2015

These Acts supplement the rules governing dismissals in the Unfair Dismissals Act 1977. They outline the circumstances in which unfair dismissal can occur. Complaints under this Act are heard by the **Workplace Relations Commission**.

The provisions of the Unfair Dismissal Act 1977 have been extended. The scope of the legislation has been broadened to include:

- The application of its terms to part-time workers who work less than eight hours per week.
- the one-year continuous service criterion does not apply where dismissal results from certain types of leave including maternity, adoptive, parental or carers leave and/or trade union membership or to rights under the Minimum Wage Act 2000
- dismissal on the grounds of age, other than being under 16 or reaching the normal retiring age for that particular employment, is deemed to be unfair.

The onus is on the employer to show that there are substantial grounds for dismissal. This is called the burden of proof.

Unfair Reasons for Dismissal

Trade union membership or activities

If a person is dismissed solely due to their activities as a trade union member, then the act deems the dismissal to be unfair e.g. sacked for joining a union.

Pregnancy and related matters

If a person is dismissed because the employer feels motherhood would interfere with work performance or needs time off for check-ups, then this dismissal is deemed to be unfair.

Unfair redundancy

If the employee is specifically chosen because the employer does not like their personality etc. then it would be "unfair dismissal".

Legal proceedings involving the employer

If the employee is dismissed for example, for suing the employer for personal injury compensation then it would be "unfair dismissal" under the act. This also covers appearing as a witness against the employer.

Religious or Political beliefs

The employee cannot be dismissed due to the employer not approving of religious beliefs or political persuasion.

Race or colour

The employee cannot be dismissed based on race, colour or sexual orientation.

Fair Reasons for Dismissal

CAN be dismissed for the following (Fair reasons for Dismissal) 2018 LCHL Q1 (C)

Competence or Qualifications

If the employee is not capable of doing the job or is not properly qualified to do so, then it is a "fair dismissal". The standards expected must have been explained clearly.

1

Gross Misconduct

If the employee is guilty of fighting, drunkenness, drug taking or stealing in the workplace they can be instantly dismissed.

3

Contravention of law

It may be impossible to carry out work tasks as this would break the law e.g. losing a driving license may prevent a sales representative from doing their duties.

5

2

Redundancy

If a person is being let go due to economic reasons e.g. to reduce the wages bill to save the factory, it is a "fair dismissal". The employee must not be replaced afterwards.

4

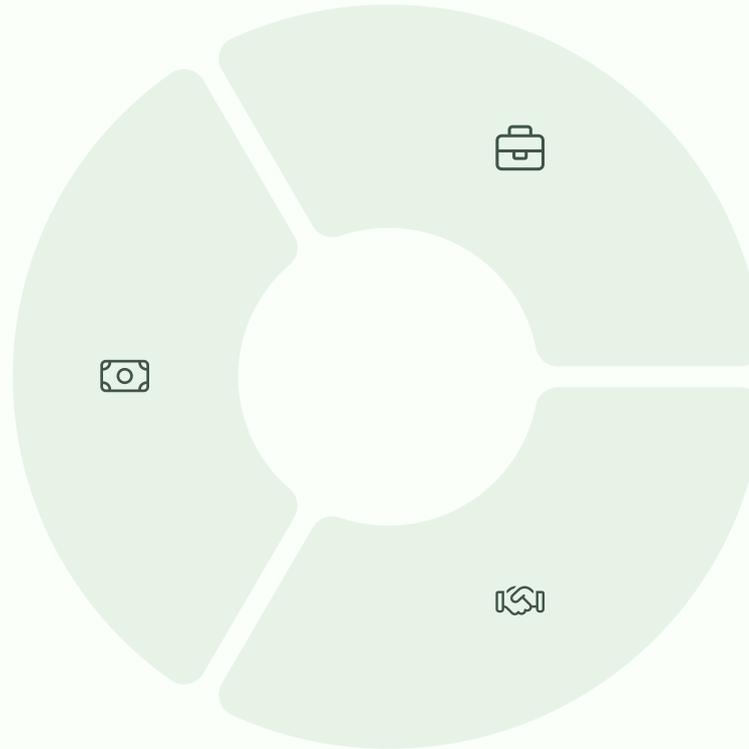
Capability

This centres on issues like lateness absenteeism and persistent absence due to illness. This is the most difficult area to prove for the employer.

Remedies for Unfair Dismissal

Compensation

This is compensation based on financial loss only. It does not apply to feelings of stress caused. The payout is up to 2 years pay.



Re-engagement

This means that the employee will be given a similar job usually in a different department back without receiving any compensation. The adjudicator feels that the employee contributed to the problem even if the dismissal was unfair.

Re-instatement

This means that the employee receives compensation and is given their old job back plus any improved work conditions. The employee is treated as if they were never dismissed.



Constructive Dismissal

i CONSTRUCTIVE DISMISSAL

This occurs when the employee terminates their contract due to the conduct of the employer e.g. constant tinkering with rosters which forces the employee to resign. The onus is on the employer to prove that it was not constructive dismissal.

Chelsea's doctor Eva Carneiro has settled her dismissal claim against the club on confidential terms.

Dr Carneiro, who claimed constructive dismissal against Chelsea, also reached a discrimination settlement against the club's former manager Jose Mourinho.

Chelsea said it apologised "unreservedly" to the former first team doctor for the distress caused.

On Monday it emerged Chelsea had offered Dr Carneiro £1.2m to settle her claims, which she had rejected.

Correct Procedure in Law for a Dismissal

⚠ THIS QUESTION WAS ASKED ONCE BEFORE AND WAS POORLY ANSWERED

All dismissals are presumed to be unfair unless the employer can prove otherwise. The burden of proof lies with the employer. The employer must show that there were substantial grounds for justifying the dismissal, e.g. misconduct such as theft or assault caught on CCTV.

Counselling/Advice

Counselling (i.e. advice on how to improve) is given by supervisor and recorded on the employee's personal record. The employer outlines what employee needs to do to rectify the situation. The employee is made aware of the consequences.

First Written warning

If there is no change to the situation, a formal written warning follows the oral warning. A copy will be given to the employee's representative.

Formal verbal warning

The employer has to inform the employee of the reasons for the possible dismissal. The evidence for the dismissal must be made known to the employee. This is given in the presence of the employee's representative. The employee is given the opportunity to respond fully to any such allegations or complaints. The warning is recorded on the employee's personal record.

Final written warning

Final written warning, suspension without pay, transfer to another task, or section of the enterprise, demotion, some other appropriate disciplinary action short of dismissal and finally dismissal.

Employee's Right of appeal

The employee has the right to a fair and impartial determination of the issues concerned, considering any representations made by, or on behalf of, the employee and any other relevant or appropriate evidence, factors, or circumstances.

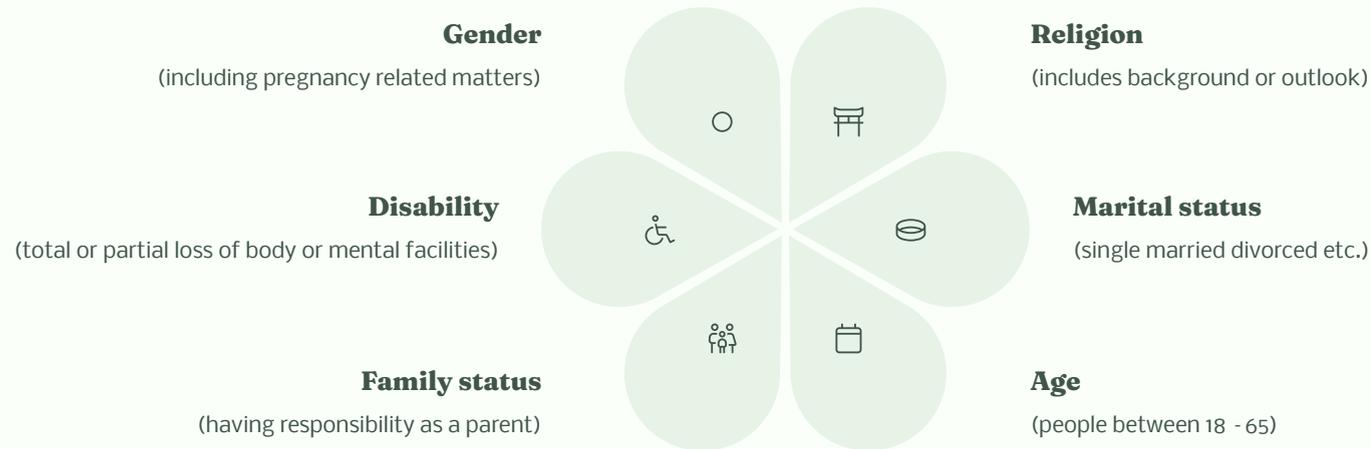
Employer Duties/Responsibilities

The employer must recognise the employees right to representation at a hearing into the dismissal and the hearing itself must be impartial.

Employment Equality Act 1998-2015

These Acts replace the Employment Equality Act 1977. The Employment Equality Acts 1998 - 2015 outlaw discrimination in a wide range of employment and employment-related areas. These include recruitment and promotion; equal pay; working conditions; training or experience; dismissal and harassment including sexual harassment.

The legislation defines discrimination as treating one person in a **less favourable way** than another person has been, or would be, treated in a comparable situation on the nine grounds. Complaints under this Act are heard by the Workplace Relations Commission.



Additional grounds for discrimination include:

- Sexual orientation
- Race (race, colour or ethnic origin)
- Membership of the travelling community

WE ARE OFTEN ASKED TO NAME FIVE

The **Workplace Relations Commission (WRC)** now deals with all complaints of discrimination in employment and access to goods and services. These complaints (formerly handled by the Equality Tribunal whose functions were transferred to the WRC on 1 October 2015) come under the following equality legislation:

- The Employment Equality Acts 1998 - 2015, which outlaw discrimination at work including as regards: recruitment and promotion; equal pay; working conditions; training or experience; dismissal; and harassment, including sexual harassment.

Victimisation is also covered by equality legislation. Victimisation occurs when a person is treated less favourably than another because they opposed discrimination or were involved in a complaint of unlawful discrimination.

The 2 methods of handling equality or discrimination disputes are mediation and adjudication.

When you make your complaint under equality legislation, you may be offered mediation. It is a voluntary and confidential process. Mediation is an attempt to get agreement between the parties. At the end of mediation both sides sign an agreement which is legally binding so that both sides must keep to the terms of the decision. Mediation is held in private, and the agreement is not published. If you do not reach an agreement through mediation, you can request your case be brought to investigation.

Mediation is held in private, and the agreement is not published. If you do not reach an agreement through mediation, your case will be referred to an **adjudication officer**.

If mediation is not used or is not successful, the complaint or dispute is referred to an adjudication officer who will conduct an inquiry and issue a legally binding decision. Remedies will include one or more of the following: compensation, an order for equal pay or equal treatment, and/or an order that somebody take a specified action.

Workplace Relations Act 2015

The Workplace Relations Act 2015 came into effect on 1st October 2015. It saw the existing five employment rights bodies merged into two bodies:

Workplace Relations Commission

Will deal with all cases at first instance

Labour Court

Will deal with all cases on appeal

The Act provides for the establishment of the Workplace Relations Commission (WRC)

The WRC is the body to which all industrial relations disputes and all disputes and complaints about employment law is presented.

The Labour Court is now the single appeal body for all workplace relations appeals against decisions of WRC Adjudication Officers. Labour court decisions can be appealed to the High Court but only on a point of law.

The establishment of the Workplace Relations Act 2015 has resulted in amendments to the Industrial Relations Act 1990, the Employment Equality Act 1998 - 2015 and the Unfair Dismissals Act 1977-2015. **Most appeals under the Industrial Relations Act 1990, Employment Equality Acts 1998-2015, and Unfair Dismissals Acts 1977-2015 are adjudicated by the Workplace Relations Commission in the first instance. All appeals are adjudicated by the Labour Court.**

Complaints in relation to contraventions of employment, equality and equal status legislation may be presented/referred to the Workplace Relations Commission.

WRC Services

The WRC provides the following services:



Advisory Service

The Workplace Relations Commission's Advisory Service promotes good practice in the workplace by assisting and advising organisations in all aspects of industrial relations in the workplace. It engages with employers, employees, and their representatives to help them to develop effective industrial relations practices, procedures and structures. Such assistance could include reviewing or developing effective workplace procedures in areas such as grievance, discipline, communications, and consultation.



Conciliation

Conciliation is a voluntary process in which the parties to a dispute agree to avail of a neutral and impartial third party to assist them in resolving their industrial relations differences. The Workplace Relations Commission provides a conciliation service by making available Industrial Relations Officers (IRO or Conciliation Officer) of the Commission to chair 'conciliation conferences.

Conciliation conferences are basically an extension of the process of direct negotiations, with an independent chairperson present to steer the discussions and explore possible avenues of settlement in a nonprejudicial fashion. Participation in the conciliation process is voluntary, and so too are the outcomes.

Solutions are reached only by consensus, whether by negotiation and agreements facilitated between the parties themselves, or by the parties agreeing to settlement terms proposed by the Conciliation Officer.

The conciliation process is informal in its practice. The parties are free to represent themselves or be represented by trade unions or by employer organisations. The Commission does not believe that the nature of the process requires legal representation of either party at conciliation meetings.



Mediation

Mediation seeks to arrive at a solution through an agreement between the parties, rather than through an investigation or hearing or formal decision. The WRC offers a mediation service in certain cases to facilitate the resolution of complaints/disputes where possible at an early stage and without recourse to adjudication.

The Mediation Officer empowers the parties to negotiate their own agreement on a clear and informed basis. The process is voluntary and either party may terminate it at any stage.

Where an attempt at mediation has been successful, the mediation officer will record the terms of the agreement in writing. If each of the parties are satisfied that the record accurately represents the terms of the resolution, they will sign the record.

Where an attempt at mediation has proven unsuccessful, the mediation officer will notify the Director General of the WRC and each of the parties in writing of that fact. The complaint or dispute will be referred for adjudication by an Adjudication Officer.

WRC Services and Labour Court

Adjudication

Adjudication Officers of the Workplace Relations Commission (WRC) are statutorily independent in their decision-making duties. The Adjudication Officer's role is to hold a hearing where both parties are given an opportunity to be heard by the Adjudication Officer and to present any evidence relevant to the complaint. The Adjudication Officer will not attempt to mediate or conciliate the case. Parties may be accompanied and represented at hearings by a trade union official, a practicing barrister or practicing solicitor for example.

The Adjudication Officer will then decide the matter and give a written decision in relation to the complaint. The decision may:

- declare whether the complainant's complaint was or was not well founded,
- require the employer to comply with the relevant provision(s),
- require the employer to make such redress as is just and equitable in the circumstances including the award of compensation.

A party to a complaint **may appeal to the Labour Court** from a decision of an Adjudication Officer.

Labour Court

It was established in 1946 and reorganised in 1990. Its main functions are:

1. It solves difficult deadlocked cases. If both parties are making no progress, they may request Labour Court intervention and agreed to be bound by its findings then both parties are legally bound to accept the findings of the Labour Court.
2. It registers employment agreements. These procedures have been agreed by both sides (unions and management) for a single firm or industry and are registered by the labour court. These agreements are legally binding on both sides e.g. in 1967 workers and management in CIE agreed that track maintenance staff would not have to work with outside building contractors.
3. It set up Joint Labour Committees. These committees contain representatives from both sides (workers and management) in non-unionised industries where employees could be particularly vulnerable. Rates of pay and working conditions are agreed and enforced in law by the Labour Court. This greatly reduces industrial relations conflict in these sectors.

Evaluation

In my opinion The Labour Court has improved industrial relations in Ireland. It deals with the most difficult cases and still has its recommendations accepted in 75% of cases.

Arbitration occurs when a third-party act like a referee and listens to the arguments of both sides and decides to solve the dispute after assessing submissions from both sides. It is not legally binding e.g. The Labour Court

Both parties can agree on binding arbitration in advance

Compliance/Inspection Service

Inspectors visit places of employment and carry out investigations on behalf of the WRC in order to ensure compliance with equality and employment-related legislation. Such investigations involve examining books, records and documents related to the employment, and conducting interviews with current and former employees and employers. Where breaches of legislation have been found, an Inspector may issue either a Compliance Notice or a Fixed Payment Notice to an employer.

Enforcement of Decisions

If an Employer fails to carry out a decision of an Adjudication Officer of the Workplace Relations Commission, or a decision of the Labour Court arising from an appeal of an Adjudication Officer's decision, within the prescribed time, an application may be made to the District Court for an order directing the Employer to carry out the decision.

Non-Legislative Conflict Resolution

Describe how conflict between an employer and an employee could be resolved in a non-legislative manner.

A Non-legislative approach should be the first strategy in a conflict resolution process between employees and employer.

It means that the parties involved are not using any law or body set up under a law to resolve the conflict.



Meet and talk

This involves having a **meeting** between the individual employee and his/her employer to try and discuss the situation and clarify any difficulties. Assistance can be sought from the shop steward and/or the Human Resource Manager (grievance procedure). Employee may seek help from the union head office and the employer may seek help from IBEC.



Negotiation/agreement

Discussion occurs between the disputants who are trying to work out a solution to their problem. The employer and the employee make a series of offers and counteroffers intended to aim at a compromise. Both need to be aware of their bottom line and their ideal outcome. They need to be prepared to make **concessions/compromises**. A timetable for the conclusion of the negotiations process needs to be put in place.



Independent Third-Party Intervention

Conciliation. The conciliator will speak to the employer and the employee separately and then together, highlighting the others point of view. The conciliator encourages the parties to settle the dispute through continued negotiation.