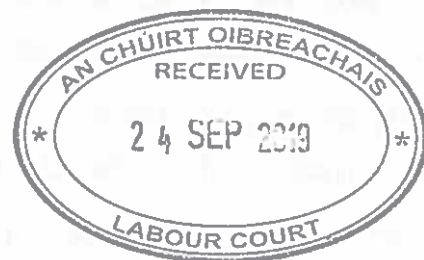


Submission to the Labour Court

**On behalf of Connect Trade Union and
Unite the Union**

**Examination into the Terms and Conditions in
the Mechanical Engineering Building Services
Contracting Sector pursuant to Section 15 of
the Industrial Relations Amendment Act 2015**



24th September 2019



1. Introduction and background

- 1.1. This submission is made by Connect Trade Union and Unite the Union (the applicant unions) on behalf of workers employed in the Mechanical Engineering Building Services Contracting Sector (the sector). The applicant unions request the Labour Court to examine the terms and conditions of workers in the sector under the terms of the Industrial Relations (Amendment) Act 2015 (the 2015 Act) with a view to making recommendations to the Minister that the Sectoral Employment Order (Mechanical Engineering Building Services Sector) 2018 S.I. No 59 of 2018 (the mechanical SEO)¹ be amended as provided for under section 16(7) of the 2015 Act.
- 1.2. It is respectfully submitted that the preliminary questions arising from section 15(1)(a)(i) of the 2015 Act allowing the Labour Court to conduct a review of the sector have been answered in their submissions to the Labour Court from the applicant unions². However, for the sake of completeness and ease of reference much of the text and documentation from those submissions are included in this document.
- 1.3. On the 9th March 2018, the Minister for State at the Department of Business, Enterprise and Innovation, issued the mechanical SEO, setting certain legal minimum conditions of employment for workers in the sector.
- 1.4. On the 30th of July 2019 the applicant unions requested the Labour Court to conduct an examination of the sector pursuant to its powers under section 15 of the 2015 Act.
- 1.5. On 28th of August 2019 the Labour Court published a notice of its intention to conduct an examination of the sector and inviting interested parties to make written submissions to the Court by 5.00 pm on Tuesday the 24th of September 2019.
- 1.6. The applicant unions are requesting the Labour Court to make a recommendation to the Minister for an amended mechanical SEO. In particular, we are asking the Labour Court to consider recommending to the Minister that an amended mechanical SEO should include the following:

- Revised rates of pay for each of the grades based on annual increases over a two-year period.
- The inclusion of travel time payments.

¹ Copy of the mechanical SEO attached at **appendix 1**

² Correspondence to the Labour Court dated the 30th July 2019 providing points of clarification concerning the applicant unions' application for examination of the sector- attached at **appendix 2** of this submission.

- The inclusion of country money.
- The inclusion of shift arrangements.
- Increased pension contributions.
- An amended disputes procedure.

1.7. Before elaborating on the above headings we explain the wider context that the mechanical SEO applies in. In doing so we seek to address some of the matters that the Labour Court are required to have regard to, when making a recommendation to the Minister, as set out at section 16(2) of the 2015 Act.

2. The Sector, Economic Impact, Competitiveness and Future Demand

1) The Sector

- 2.1. Terms and conditions of employment of workers in the sector flow from a generic contract of employment. The terms of that generic contract of employment derive from two documents - the Mechanical Engineering & Building Service Contractors Agreement (the MEBSCA agreement) and the mechanical SEO. While the application and terms of the mechanical SEO are self-evident and straightforward, the MEBSCA agreement requires some explanation.
- 2.2. Mechanical grades have featured in the national construction industry employment agreements covering pay and pensions since their inception as registered employment agreements in the 1960s³. Since the early 1970s mechanical grades received plus payments beyond the construction industry pay rates on foot of engagement and agreement with the employers in the industry/sector represented by the Construction Industry Federation⁴ (the employers). These plus payments were linked to levels of proficiency and service attained, and they were housed in collective agreements between the employers and trades unions within the sector. These agreements are referred to as the MEBSCA agreement/s.
- 2.3. In 2010/2011, under the auspices of the then Labour Relations Commission, new mechanical rates were agreed on the basis of service; i.e. one to six years beyond apprenticeship completion. The pay rates were agreed on the basis that the then MEBSCA rates, in conjunction with the terms of the then construction REA, would form the basis of a registered employment agreement in the sector. It was envisaged that the unions and employers would agree a comprehensive redrafted agreement,

³ Registered Employment Agreement (Construction Industry Wages and Conditions of Employment) 15th March, 1967 , Registered Employment Agreement (Construction Pensions Assurance and Sick Pay) 7th March, 1969 (the Construction REA)

⁴ The Mechanical Engineering & Building Service Contractors Association of the Construction Industry Federation

before applying to the Labour Court to have it registered as an employment agreement as provided for under the then Section 3 of the Industrial Relations Act 1946. Events unfolded that hindered the parties' ability to get the agreement registered. These included legislative changes as well as High Court and Supreme Court decisions. Notwithstanding the fact the REA at the time could not be secured, the result of this engagement was to redraft the MEBSCA agreement to include the new 2011 rates, with the first hour of travel pay incorporated in the hourly rate and all other terms of the then construction REA to apply⁵.

2.4. In 2018/19 both of the applicant unions lodged separate claims with the employers for increased pay rates and other improvements to the terms and conditions of workers in the sector. During engagement with the employers at the Workplace Relations Commission (WRC) the following was agreed:

- That a single claim be put to the employers on increased pay rates.
- That travel time be dealt with separately from any increases to pay rates.
- That the matters of increasing the rate of country money/subsistence and pension provision be dealt with in future examinations/amendments to the SEO.

2.5. In 2019 the MEBSCA agreement was amended by virtue of both parties agreeing to proposals emanating from a WRC conciliation process. The WRC proposals provided for pay increases of 5.4% over time, and the unions' claim for restoration of the first hour of Travel Time Payment to be advanced to the Labour Court under industrial relations legislation for recommendation⁶.

2) Economic Impact, Competitiveness and Future Demand

2.6. This section addresses the issues of economic impact on levels of employment and the competitiveness in the sector. We use the construction sector data as there is no adequate breakdown of the mechanical sector itself. The construction sector remains in a period of significant expansion. The CSO's production in building and construction index increased by 11.3% year-on-year in volume terms in quarter one 2019, and increased by 13.6% in value terms⁷. Planning permissions are up a substantial 41.8% annually in Q2 2019⁸. Employment in the wider construction sector grew by 14.1% percentage since the last application for an SEO in the sector

⁵ Copy of 2011 MEBSCA agreement attached at appendix 3 of this submission

⁶ Copy of WRC May 2019 proposals attached at appendix 4 of this submission

⁷ <https://www.cso.ie/en/releasesandpublications/er/pbci/productioninbuildingandconstructionindexquarter22019/>

⁸ <https://www.cso.ie/en/releasesandpublications/er/pp/planningpermissionsquarter22019/>

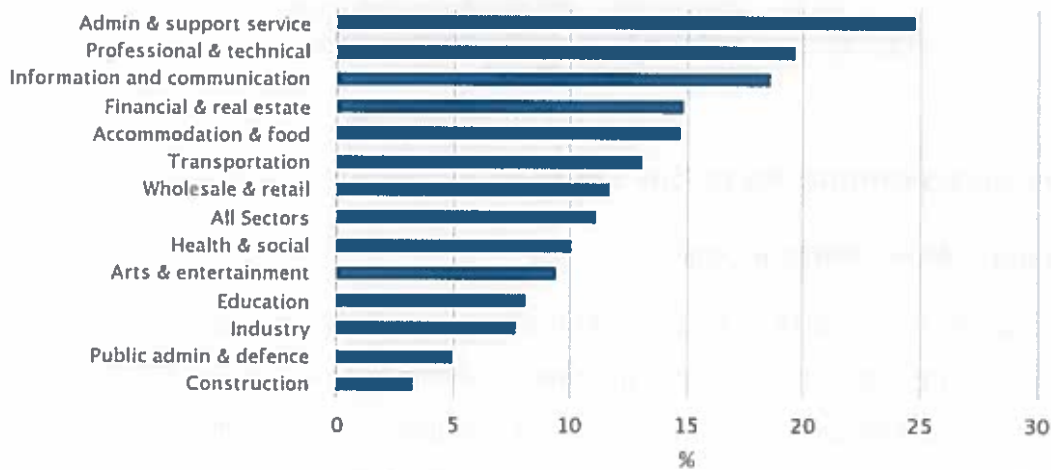
in 2017⁹ and the mechanical sector itself grow by some 25.3% since 2015 as detailed at appendix 2 of this submission.

2.7. In terms of perspective for growth; the ERSI, the NERI, the Department of Finance, the Ulster Bank Construction Purchasing Managers' Index¹⁰ and the employers¹¹ in the sector are all forecasting further expansion in the construction sector. Overall the context is very favourable for profitability as well as sustained employment growth.

Domestic Comparisons

2.8. CSO figures show that construction wage growth is currently the slowest of fourteen sectors. Construction has experienced a wage growth of 3.3% over a five year period from 2014 to 2019 compared with the industrial average growth of 7.7%, national average of 11.1% and a growth of 24.8% in the administrative and support services sector. The average hourly wage in the construction sector is €21.20 compared with the overall average of €23.81¹². These points are illustrated in the CSO graphic below (Figure 2). It is submitted that in overall terms labour costs in the construction sector in the state are not uncompetitive.

Figure 2: Percentage change in average weekly earnings by sector from Q2 2019



● 5 Year % Change

Source: CSO Ireland

⁹ <https://www.cso.ie/en/releasesandpublications/er/lfs/labourforcesurveyquarter22019/> - Construction employment has increased from 126,700 in Q2'17 to 144,600 Q2'19 in marking a very fast 14.1% increase over two years.

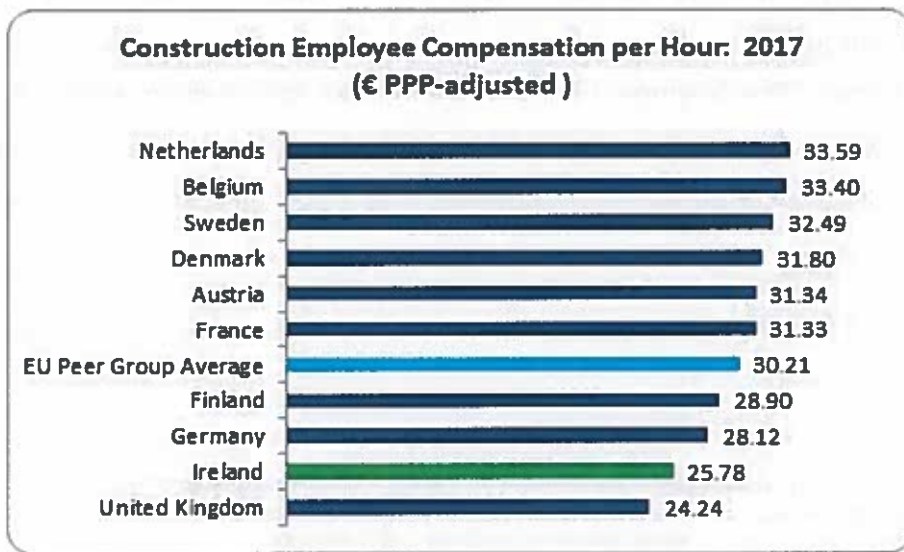
¹⁰ <https://www.irishbuildingmagazine.ie/2019/09/09/ulster-bank-pmi-signals-solid-rise-in-construction-activity-with-new-order-growth-slowing/>

¹¹ <https://cif.ie/2019/02/26/construction-companies-experiencing-severe-difficulties-in-sourcing-workers/>

¹² <https://www.cso.ie/en/releasesandpublications/er/elcq/earningsandlabourcostsq12019finalq22019preliminaryestimates/>

International comparisons

2.9. While the construction sector is not generally an internationally traded export sector, as it does not compete for market share with construction sectors in other countries. As such, total employment in the sector would not fall if the Irish construction sector was to lose competitiveness against other countries, however construction labour cost index for EU 19 countries sees Ireland currently ranked 15th lowest in terms of labour costs¹³. Also employee compensation in the Irish construction sector is low by comparison with our peer group in the EU, as detailed in the box below.



Source: Eurostat

3. Requested amendments to the SEO

1) Minimum Hourly Rates of Pay

3.1. Section 16(2)(b) of the 2015 Act advises that the Labour Court should have regard to the terms of any relevant national agreement relating to pay and conditions when making recommendations to the Minister for the establishment or amendment to an SEO. Table 1 below sets out what is provided for in the MEBSCA national agreement on pay in 2019 and 2020 for categories 1, 2, and 3 of the mechanical SEO and consequently apprentice grades as provided for in the mechanical SEO. The applicant unions request the Labour Court to recommend amendment to the mechanical SEO of the minimum hourly rates set out in table 1.

¹³ <https://ec.europa.eu/eurostat>

Table 1

Category of Worker	Current SEO Rate	On Date of New Order + 2.7%	From the 1 st of September 2020 for 12 months + 2.7%
Category 1 Worker	€22.73	€23.34	€23.97
Category 2 Worker	€23.33	€23.96	€24.61
Category 3 Worker	€23.60	€24.24	€24.90

2) Travelling Time Payments and Subsistence (Country Money)

- 3.2. The current sector travel time payments are specified in the MESBCA agreement, with the first hour of travel incorporated into the hourly rate by virtue of amendments to the MEBSA rates in 2011 as detailed above. The result of this change is that the one and a half-hour's additional travelling time per day is the maximum that a mechanical craft and apprentice worker can receive on a daily basis within the terms of the MEBSA agreement.
- 3.3. While payments of travel time apply across the sector, its application can be subject to the geographic location of a given project. Some contractors in the sector use the application of travel time pay to entice mechanical workers, whether they are required to apply such payments as per sector wide agreements or not. Obviously, where local positive arrangements have prevailed, with or without the direct input of the unions, there has been no argument from workers or unions. However, this and the general geographic application of travelling time payments do create a number of difficulties. These include: negative manoeuvring for project selection among workers, using project selection negatively by employers and generally creating an inducement for contractors not to pay travel time payments in the pursuit of competitive advantage. This in turn, in our view, undermines the stability of the mechanical SEO in the longer term. With this in mind, we believe that travel time payments should be included in the mechanical SEO. Before we set out our arguments as to why travelling time payments should and can feature in a recommendation to the Minister, we provide the historic context for the provision of travel time payments.

History of Travelling Time Payments

- 3.4. Payment of expenses for costs incurred and time spent travelling to construction/mechanical projects have featured in the sector as early as the 1930's¹⁴. In 1970 and in 1990 Subsistence (Country Money) and Travel Time Payments respectively became formally enshrined in the then construction REA¹⁵. The central role of these payments was to compensate workers for the need to travel to different work places on an ongoing basis. It also facilitates employers in not requiring workers to arrive at work at a fixed location i.e. the employers' premises and then travel to construction/mechanical projects. It has since become a key part of workers overall remuneration in the sector, to the extent that elements of it are paid when workers are on leave and not necessarily incurring the costs involved in traveling to work¹⁶. Travel time payments have also insulated the sector from potential *Tyco*¹⁷ style decisions and judgements, with workers operating on different construction sites on a weekly and day-to-day basis.

Travelling Time Payments in an SEO

- 3.5. The 2015 Act makes very clear provision for travelling time when working away from base; the nature of the sector requires workers to almost always work away from their base. It is also important to note that, notwithstanding the constitutional checks and balances that are included in the 2015 Act, a key feature of the 2015 Act and the principle Act¹⁸ has been to give legal expression to agreements between "workers and employers"; a key feature of the agreement between workers and employers in the sector has been the provision of travelling time payments. Furthermore, the 2015 Act at 16(2)(b) specifically advises that the Court should have regard to "the terms of any relevant national agreement relating to pay and conditions for the time being in existence"; it is common case between the employers and unions in the sector that travelling time payments are in existence in the sector. It is respectfully submitted that the inclusion of travelling time payments in an SEO for the sector is entirely appropriate and exists already in the mechanical SEO; by virtue of the fact that the first hour of travel time pay is in the hourly rate, as explained above.

¹⁴ See Dublin Working Rule Agreement for construction and electrical 1938

¹⁵ Subsistence (Country Money) see Variation Order 1970, Travel Time see Variation Order 1990

¹⁶ See documents attached at appendix 5 illustrating the inclusion of travel time in holiday, 1999, 2000

¹⁷ *Federacion de Servicios Privados del sindicato Comisiones Obreras (CC. OO.) v Tyco Integrated Security SL, Tyco Integrated Fire and Security Corporation Services SA* Case C-266/14

¹⁸ Section 1(2) of the 2015 Act provides – "The Industrial Relations Acts 1946 to 2015 and Part 3, other than section 36, shall be construed together as one Act".

- 3.6. Similar to overtime, travelling time by its very nature in the mechanical sector is variable, but this does not negate the need to arrive at a formula to facilitate its provision. It is our view that only the formula can have universal application rather than what each worker covered by the mechanical SEO receives in respect of travel time payments.

Subsistence (Country Money)

- 3.7. As explained above Country Money¹⁹ has its origins in the earliest collective and registered agreements within the sector and the wider construction sector. The MEBSCA agreement provides for Country Money to be paid where an “operative resides away from home”. The language in the sector agreements concerning Country Money is dated; this is evident in the fact that the revenue commissioners provide exclusions for tax for Country Money but do not require an operative to reside away from home to avail of such exclusions²⁰. The reality is that many workers in the sector receive County Money where they have to work away from base beyond the bands provided for by travelling time payments. Country Money functions mainly as an extension of the travel time bands and because it applies at a particular distance from an employer’s base or General Post Office/s, regardless of the geographic location of the base, it has standard and universal application.

Universal Application

- 3.8. While the Labour Court has not advised how travel time would or could apply in an SEO heretofore, in a past construction sector SEO recommendation its comments are instructive²¹. It is clear that the Court did not accept that the current arrangements within the construction sector have universal application. The current arrangements in the construction sector are, by and large, the arrangements in the mechanical sector. The important difference in this sector is that the employers are on record as supporting the continuation of Travel Time and Country Money²².
- 3.9. Despite the employers' acceptance that Travel Time Payments and Country Money be continued there has not been a basis for the employers and the unions in the sector to reach agreement on the way in which a travel time arrangement might feature in the

¹⁹ Paid at €181.68 per week as per the MEBSCA agreement

²⁰ See Income Tax Statement of Practice SP-IT/2/07 – Tax treatment of the reimbursement of Expenses of Travel and Subsistence to Office Holders and Employees, at 14 and 15

²¹ “The Court takes a view that a number of complex legal and technical issues arise on which the parties need to engage further before the Court is in a position to come to a definitive recommendation on this matter”. See Labour Court Recommendation to the Minister for Jobs, Enterprise and Innovation, 13th July 2017

²² See correspondence from the employers in the sector to the applicant unions of the 24th of March 2017 and 8th of August 2017 at appendix 6 of this submission

context of an SEO, despite extensive engagement on this matter directly and under the auspices of the WRC, as recent as 2019. It is clear to the applicant unions that the only basis for the employers and unions in the sector accepting a travel time arrangement, which can be housed in an SEO, is for the Labour Court to provide recommendations on such arrangements. With this in mind we have structured a proposal below for the payment of Travel Time Payments and Country Money in the sector.

Union's Proposal on Travelling Time Payments and Country Money

3.10. National Travel Time Payment Rates:

- 0 - 6 kilometres 1 hour per day
- 6 - 8 kilometres 1¼ hours per day
- 8 - 10 kilometres 1½ hours per day
- 10 - 12 kilometres 1¾ hours per day
- 12 - 20 kilometres 2 hours per day
- 20 - 32 kilometres 2½ hours per day
- Over 32 kilometres Country Money applies

- a) The hours or fraction of hours above refer to the basic rate for mechanical craftworkers and apprentices, as appropriate.
- b) All distances are radial and are measured from place of business outwards to the actual job/site. All distances are measured on a straight line basis and are one way only.
- c) These payments are paid only on the strict understanding that they are allowances towards compensating the operative for the expense and time involved in travelling to and from the various jobs/sites. This travelling is to be done in the operative's own time and at his/her own expense and he must be available on the site for work at the normal starting time.
- d) Where transport is provided by the employer 75% of the appropriate travel allowance is paid in that situation.
- e) Subsistence allowance (country money) shall be €50 per day or €250 for 5 working days and increase pro rata for 6 or 7 days. The allowance will be increased every 6 months in accordance with increases in the consumer price index. The allowance shall be paid where an operative has to either reside away from home or travel more than 32 km (in one direction) in the performance of his/her duties. No back week should apply to this payment.

3.11. The formula above largely flows from the travel time provisions of the former Electrical REA²³ in terms of its universal applicability and if supported, in full, by the Labour Court in a recommendation to the Minister would address the unions' outstanding industrial relations claim, as explained at point 2.4 and 2.5 above.

3) Shift Work

3.12. The mechanical SEO does not currently have a provision for shift arrangements in the sector. It is the applicant unions' view that the shift arrangements in S.I. 251 of 2019 Sectoral Employment (Electrical Contracting Sector) 2019 (Electrical SEO) under "Unsocial Hours Worked" as set out below should apply. We would ask the Labour Court to include this in a recommendation to the Minister in an amendment to the mechanical SEO.

Unsocial Hours Worked

Where for specific projects hours are required to differ from those set out at "Normal Daily Working Hours" above, the following rates should apply:

- Where the starting time is before 1 pm - 8 hours at time plus one quarter should apply.
- Where starting time is after 1 pm – 8 hours at time plus one third should apply.

In addition to the above the applicant unions believe the following two points should also be added to unsocial hours worked section of an amended mechanical SEO:

- When starting time is before 1.00 pm – 8 hours (worked consecutively) should be paid at time plus a quarter. Additional hours worked should be paid at time plus a quarter by the appropriate overtime premium (i.e. hours worked from 8 pm until 12 midnight at time plus a quarter by time plus a half. Additional Hours worked after midnight should be at time plus a quarter by double time).
- When starting time is after 1.00 pm – 8 hours (worked consecutively) should be paid at time plus a third. Additional hours worked should be paid at time plus a third by the appropriate overtime premium (i.e. hours worked from 8 pm until 12

²³ Registered Employment Agreement (Electrical Contracting Industry) 24th September 1990, Registered (the Electrical REA)

midnight at time plus a third by time plus a half. Additional Hours worked after midnight should be at time plus a third by double time).

4) Pension provision

3.13. Currently the mechanical SEO weekly pension, death in service and sick pay contributions, are the same as the pension, death in service and sick pay contributions in S.I. No. 455 of 2017 Sectoral Employment Order (Construction Sector) 2017 (the construction SEO). This is the case despite the significant difference in the hourly rates provided for in the mechanical SEO. The applicant unions would ask the Labour Court to recommend that the weekly pension contributions are a percentage of the average mechanical rates of pay and are increased in line with increases in basic pay. If the Labour Court supports our requests on pay at point 3.1 above and our proposed formulation on weekly pension contributions of workers and employers in the sector, the following would apply:

- ***Pension contributions from date of the amended mechanical SEO***

Weekly pension contribution should be 7% of the average mechanical rate. This should be made up of the employers paying 4.2% and the workers paying 2.8%²⁴. This currently would be employer weekly contribution of €38.97. Employee weekly contribution of €25.98. Total contribution weekly of €64.95.

- ***Pension contributions from the 1st of September 2020***

Weekly pension contribution should be 7% of the average mechanical rate. This should be made up of the employers paying 4.2% and the workers paying 2.8%. This currently would be employer weekly contribution of €40.03. Employee weekly contribution of €26.69. Total contribution weekly of €66.72.

3.14. Also, it is the applicant unions view that members of the pension scheme should retain the right to retire at age 65 years. Should they continue to work in line with the national retirement age, payments of contributions in respect of pension, death in service and sick pay benefits should continue to be paid. The applicant unions suggests that a worker should be entered into the pension, death in service and sick pay schemes upon entry to the sector from 15 years of age and until such time as the

²⁴ 4.2% employer and 2.8% employee is the current breakdown of pension contributions in the mechanical SEO. 7% average of the mechanical rate is derived from the average of categories 1, 2 and 3 of the mechanical SEO.

individual reaches their retirement age from the age of 65 years to the national retirement age (as may vary).

5) Disputes Resolution Procedure

3.15. The applicant unions would propose the following amended disputes resolution procedure:

If a dispute occurs between workers to whom the SEO relates and their employers, concerning a matter contained in the SEO, no strike or lock-out, or other form of industrial action shall take place until the following procedures have been complied with.

Individual Dispute

- a) The grievance or dispute shall in the first instance be raised with the employer at local level with a requirement to respond within 5 working days. Notice in writing of the dispute shall be given by the individual's trade union to the relevant organisation representing employers or to the employer directly.
- b) If the dispute is not resolved it shall be referred to the Adjudication Services of the WRC.
- c) Either party can appeal the outcome of the Adjudication Hearing to the Labour Court.

Collective Dispute

- a) The grievance or dispute shall be raised in the first instance with the employers with a requirement to respond within 5 working days. Notice in writing of the dispute shall be given by the trade union to the relevant organisation representing employers or to the employer directly.
- b) If the dispute is not resolved it shall be referred to the Conciliation Services of the WRC. If either party are unwilling to engage at the WRC, the matter can be advanced directly onto the Labour Court.
- c) If the issue remains unresolved, it shall be referred to the Labour Court for investigation and recommendation.

4. Conclusion

- 4.1. The applicant unions believe that all the appropriate indices allowing the Labour Court to support a recommendation for the amendment of the mechanical SEO in the sector have been met. We believe that the mechanical SEO will provide the sector with ongoing stability and certainty for employers within the sector, while providing workers in the sector with decent standards concerning minimum rates of pay, pensions, death in service and sick pay benefits.

Appendix 1



STATUTORY INSTRUMENTS.

S.I. No. 59 of 2018

**SECTORAL EMPLOYMENT ORDER (MECHANICAL ENGINEERING
BUILDING SERVICES CONTRACTING SECTOR) 2018**

SECTORAL EMPLOYMENT ORDER (MECHANICAL ENGINEERING
BUILDING SERVICES CONTRACTING SECTOR) 2018

WHEREAS I, PAT BREEN, Minister of State at the Department of Business, Enterprise and Innovation, being in receipt of a recommendation from the Labour Court under section 16 of the Industrial Relations (Amendment) Act 2015 (No. 27 of 2015) and being satisfied, having regard to the report referred to in subsection (3)(b) of that section accompanying the recommendation, that section 16 has been complied with:

NOW, I, PAT BREEN, in exercise of the powers conferred on me by subsection (1) of section 17 of the Industrial Relations (Amendment) Act 2015 (No. 27 of 2015) (as adapted by the Jobs, Enterprise and Innovation (Alteration of Name of Department and Title of Minister) Order 2017 (S.I. No. 364 of 2017)) and the Business, Enterprise and Innovation (Delegation of Ministerial Functions) Order 2017 (S.I. No. 569 of 2017), hereby make the following order with respect to which, pursuant to subsection (4) of section 17 of that Act, a draft has been laid before each House of the Oireachtas and a resolution approving of the draft has been passed by each such house:

1. This Order may be cited as the Sectoral Employment Order (Mechanical Engineering Building Services Contracting Sector) 2018.
2. This Order gives effect to the proposals set out in the Schedule.

SCHEDULE

Definition

For the purposes of this Sectoral Employment Order the Mechanical Engineering Building Services Contracting Sector means the sector of the economy comprising the following economic activity:—

The installation, alteration, fabrication, fitting, repair, maintenance, commission, removal and demolition in any building or its sites of articles, fittings, pipes, containers, tubes or instruments, storage facilities, etc. (including central heating apparatus, central plant apparatus, machinery and fuel containers connected thereto) for heating, cooling, including domestic hot and cold water systems, medical and process gases, process pipe services, utility pipe services and compressed and vacuum services of such buildings.”

Definition of a Worker

In this Sectoral Employment Order “worker” has the following meaning:-

“any person aged 15 years or more who has entered into or works under a contract with an employer, whether the contract be for manual labour, clerical work or otherwise, whether it be expressed or implied, oral or in writing, and whether it be a contract of service or of apprenticeship or a contract personally to execute any work or labour”.

For the purpose of this definition apprentice and apprenticeship has the same meaning as it has in the Industrial Training Act 1967.

Scope

This Sectoral Employment Order applies to the following categories of worker who are directly employed or employed through an employment agency within the meaning of the Employment Agency Act 1971 and or the Protection of Employees (Temporary Agency Work) Act 2012 in the Mechanical Engineering Building Services Contracting Sector:-

Qualified Plumbers and Registered Apprentice Plumbers (Craftsperson) and Qualified Pipefitters and Registered Apprentice Pipefitters (Craftsperson) working in the Sector.

For the avoidance of doubt qualified plumbers and pipefitters who have acquired additional or advanced welding qualifications and who are required to function as welders on a day to day basis within the sector come within the scope of this Order.

Pay and Pay Categories

Pay and conditions of employment of the following categories of workers are covered in this Sectoral Employment Order:-

4 [59]

A basic minimum hourly rate of pay to apply to all newly qualified Plumbers and Pipefitters employed in the sector. **(Category 1)**

A higher hourly rate of pay to apply to qualified Plumbers and Pipefitters employed in the sector with effect from the commencement of their 3rd year of employment after qualification as a Plumber and or Pipefitter. **(Category 2)**

A higher hourly rate of pay to apply to qualified Plumbers and Pipefitters employed in the sector with effect from the commencement of their 6th year of employment after qualification as Plumber and or Pipefitter. **(Category 3)**

In accordance with section 16(5)(d) of the Industrial Relations (Amendment) Act 2015, a minimum hourly rate of pay to apply to apprentices.

The following hourly rates of pay shall apply to the indicated Categories of employee employed in the sector:-

Category 1	€22.73
Category 2	€23.33
Category 3	€23.60

The following rates of pay shall apply to apprentices employed in the sector:-

Apprentice Year 1	33.3% of Category 1 hourly rate of pay
Apprentice Year 2	50% of Category 1 hourly rate of pay
Apprentice Year 3	75% of Category 1 hourly rate of pay
Apprentice Year 4	90% of Category 1 hourly rate of pay

Normal Working Time and Unsocial Hours Payments

The following definitions shall apply in respect of hours worked by qualified craftspersons and apprentices in the sector:-

Normal Working Week

Normal Working week shall consist of 39 hours worked between Monday and Friday each week.

Normal Daily Working Hours

Normal daily working hours shall consist of eight consecutive hours of work undertaken between the hours of 7 am (normal weekday starting time) and 5 pm (normal weekday finishing time) Monday — Thursday inclusive and between the hours of 7 am (normal Friday starting time) and 4 pm (normal Friday finishing time) on Friday.

Other Hours Worked

Hours worked outside of those hours shall constitute unsocial working hours and shall attract the following premium payments:-

Hours worked between normal finishing time and Midnight Monday to Friday inclusive	Time plus a half
Hours worked between Midnight and normal starting time Monday to Friday	Double time
First four hours worked after 7 am on Saturday	Time plus a half
All other hours worked on Saturday	Double time
All hours worked on Sunday	Double time
All hours worked on Public Holidays	Double time plus an additional day's leave

Pensions

A worker to whom this Sectoral Employment Order relates shall be entered by his or her employer into a pensions scheme the terms of which, including both employer and employee contribution rates, shall be no less favourable than those set out in the Construction Workers Pension Scheme.

The minimum pension and death in service scheme contribution rates for employers and workers shall be set at the following levels:-

Pension Contribution

Employer Contribution	Worker Contribution	Total Combined Employer and Worker Contributions
€5.32 per day to a maximum of €26.63 per week	€3.52 per day to a maximum of €17.76 per week	€8.84 per day to a maximum of €44.39 per week.

Death In Service Contribution

Employer Contribution	Worker Contribution	Total Combined Contribution
€1.11 per day to a maximum of €1.11 per week	€1.11 per day to a maximum of €1.11 per week	€2.22 per day to a maximum of €2.22 per week

For ease of reference the main features of the Construction Workers Pension Scheme are attached at *Appendix 1*.

Sick Pay Scheme

A worker to whom this Sectoral Employment Order relates shall be entered by his or her employer in a sick pay scheme the terms of which, including both employer and employee contribution rates into the scheme shall be no less favourable than those set out in the Construction Workers Sick Pay Scheme.

The minimum Sick Pay Contribution Rates for employers and workers be set at the following levels:-

Employer Contribution	Worker Contribution	Total Combined Contribution
€1.27 per day to a maximum of €1.27 per week	€0.63 per day to a maximum of €0.63 per week	€1.90 per day to a maximum of €1.90 per week

For ease of reference the terms and benefits of the Construction Workers Sick Pay Scheme are attached at *Appendix 2*.

Dispute Resolution Procedure

The following dispute resolution procedure shall apply to those covered by this Sectoral Employment Order.

If a dispute occurs between workers to whom the SEO relates and their employers, no strike or lock-out, or other form of industrial action shall take place until the following procedures have been complied with. All sides are obliged to fully comply with the terms of the disputes procedure.

Individual Dispute

- a) The grievance or dispute shall in the first instance be raised with the employer at local level with a requirement to respond within 5 working days. Notice in writing of the dispute shall be given by the individual concerned or his trade union to the relevant organisation representing employers or to the employer directly.
- b) If the dispute is not resolved it shall be referred to the Adjudication Service of the WRC.
- c) Either party can appeal the outcome of the Adjudication Hearing to the Labour Court.

Collective Dispute

- a) The grievance or dispute shall be raised in the first instance with the employers with a requirement to respond within 5 working days. Notice in writing of the dispute shall be given by the workers concerned or their trade union to the relevant organisation representing employers or to the employer directly.
- b) If a dispute is not resolved the issue shall be referred to the Conciliation Service of the WRC.
- c) If the issue remains unresolved, it shall be referred to the Labour Court for investigation and recommendation.

APPENDIX 1

Every employer to whom the SEO applies shall participate in an SEO pension scheme that meets the pensions requirements of the SEO.

Pension Scheme Structure

The pension scheme to which the SEO applies (“SEO pension scheme”) should include the following features and benefits:-

1. An SEO pension scheme should be an Occupational Pension Scheme which is registered with and regulated by the Pensions Authority.
2. Recognising the flexible nature of employment across employers within the construction sector and related industries (the Sector), an SEO pension scheme should be established as a multi-employer scheme open to all employers in the Sector.
3. Whilst a member remains employed within the Sector, members should be able to have a single individual pension account within the SEO pension scheme thereby enabling successive employers of the member to contribute to the member’s account provided the employer has joined itself to the SEO pension scheme.
4. Where an employee member leaves service of an employer, the contributions which have been paid by the employee and the employer in respect of the member will be retained in full within the SEO pension scheme in the individual account of that member.
5. The rules of an SEO pension scheme should not permit a member to take a refund of their own contributions prior to reaching retirement age.
6. Bodies that are representative of both employers and unions involved in the Sector must appoint the members of the SEO pension scheme trustee. The constitution of the Trustee Board should also include representatives of both employers and employees in the Sector.
7. In addition to providing pension benefits, an SEO pension scheme must also provide an additional Death in Service benefit with members covered for this benefit upon joining the scheme.
8. An existing pension scheme at the time the SEO comes into force may qualify as an SEO pension scheme provided it complies with the terms of the SEO or is adapted to so comply.
9. An SEO pension scheme must disclose and publicise information about the pension scheme’s charges and who bears them. There must be full transparency of charges and this information should be disclosed in the scheme’s Trustee Annual Report as well as provided to each member when joining. The total annual charges borne by members should be disclosed and must include all administration costs, Trustee costs, distribution

costs, fund management costs, actuarial, accounting, legal and auditing fees and all other charges incurred by the SEO pension scheme.

10. Scheme Design

The terms and conditions applying under an SEO pension scheme and benefits to be provided must be at least as great as that described below.

10.1. Eligibility

An SEO pension scheme must at least provide for an employee of a participating employer in the Sector to be eligible for membership of the scheme provided they have attained age 20 but not yet attained age 65.

10.2. Relevant Pension Contributions

Employers and their employees working in the construction sector and related industries (the Sector) must contribute to an SEO pension scheme.

Contributions should be remitted by employers to an SEO pension scheme in accordance with all relevant pension and other legislative requirements.

10.3. Pension Benefits

a) Members' pension benefits within an SEO pension scheme should be based on the full value of their individual pension funds and there should be no deductions from the contributions paid or when the funds are drawn down.

b) The Trustees of the Scheme will invest each member's pension contributions and these along with the investment returns declared, net of charges, will determine the value of the member's pension fund.

10.4. Retirement

Normal Retirement Age shall be age 65. However a member may be permitted to retire from age 60 (at the discretion of the scheme trustee). When a member retires, he or she should be able to choose from a range of options based on their entire fund value in line with applicable pension and tax legislation. One of the options which must be available is the provision of a pension for life for the member.

10.5. Death in Service Benefits

a) Every employer to whom the SEO applies must participate in an SEO pension scheme that provides a death in service benefit for the deceased member's dependants. The death in service benefit should be in addition to the benefits provided for the dependants based on the full value of the member's pension fund.

b) Provided the employee has completed a once-off initial qualifying contribution period, inclusion for death in service benefits shall be automatic on becoming a member of the SEO pension scheme, without

medical underwriting or by reference to any previous medical conditions of the member. In the event of the member moving to another participating employer within the Sector, the member should not be required to complete any further qualifying period in order to be covered for death in service benefits.

- c) Death in Service Contributions will form part of the overall contribution rate of an SEO pension scheme with a portion payable by both the member and employer in addition to the pension contributions.
 - d) Contributions should be remitted by employers to an SEO pension scheme in accordance with all relevant pension and other legislative requirements.
 - e) If a member had met the requirements for the full lump sum death in service benefit, but then leaves service and dies within four weeks of doing so without being re-employed in the Sector, the SEO pension scheme should provide a modified lump sum benefit in addition to the value of their pension account.
 - f) Death in Service benefits should be payable regardless of cause or timing of death, so long as the member meets the qualification conditions for inclusion for Death in Service benefits as set out above.
-

APPENDIX 2

SICK PAY SCHEME

Every employer to whom the SEO applies must have in place a provision for Sick Pay benefits for each employee covered in the SEO.

Sick Pay Scheme Structure

The sick pay scheme to which the SEO applies (“SEO Sick Pay Scheme”) should include the following features and benefits:-

1. An SEO Sick Pay Scheme should be a funded arrangement with contributions held in Trust and independently administered and managed. An SEO Sick Pay Scheme should facilitate participation by multiple employers to reflect the flexible nature of employment within the Sector.
2. The main purpose of an SEO Sick Pay Scheme is the provision of benefits for every worker for periods of illness or injury while in the employment of employers to whom this SEO applies.
3. The Sick Pay Benefit should be paid to each employee without the need for underwriting or reference to previous medical conditions. Entitlement to Sick Pay Benefits should be unaffected and uninterrupted as employees transfer from one employer to another within the Sector.
4. The Sick Pay Benefits provided by an SEO Sick Pay Scheme should be in addition to any sickness, illness or invalidity benefits payable by the State through the social insurance system.

Sick Pay Conditions & Benefits

5. Eligibility

Inclusion for Sick Pay Benefits will be automatic on becoming a member of an SEO Sick Pay Scheme. No charges should be incurred by either employers or members for Sick Pay benefit provision, other than the relevant contributions required to provide the benefits.

6. Sick Pay Contributions

- a) An SEO Sick Pay Scheme should be a contributory sick pay scheme with contributions payable by both employers and employees.
- b) A member shall not lose accrued Sick Pay Benefit rights or entitlements as a result of changing employment within the Sector as accrued service will transfer to the next employer to whom the SEO applies.
- c) Employers who fail or neglect to make the authorised deduction shall be liable for the total contribution required to ensure that the worker’s Sick Pay Benefits are maintained in full for the period of service with them.

7. Relevant Benefits

- a) An SEO Sick Pay Scheme shall provide for the payment of a standard Sick Pay Benefit for a specified duration and the benefit and duration should be disclosed to participating employers and members.
- b) An SEO Sick Pay Scheme may include a waiting period during which a member would not be entitled to any benefit from the scheme whilst initially absent due to illness or injury. This waiting period should not exceed the first five working days of disability.
- c) An SEO Sick Pay Scheme should facilitate continuity of Sick Pay Benefit from the Scheme from the first working day of disability where a claimant has returned to work for a period of two working days or less. This is provided that the sick pay entitlement from the scheme has not been exhausted by reference to the duration limitations referenced earlier.
- d) An SEO Sick Pay Scheme should facilitate provision of a Supplementary Sick Pay Benefit if the claimant has no entitlement to Social Welfare benefit due to inadequate number of Social Welfare contributions.
- e) An SEO Sick Pay Scheme may set appropriate limitations on the maximum duration for which a Sick Pay Benefit may be payable. These must be clearly documented and disclosed to participating employers and members. The maximum duration under an SEO Sick Pay Scheme should not be any lower than a period of 10 weeks in any calendar year, whether for a single claim or in aggregate in a scheme year.

GIVEN under my hand,
6 March 2018.

PAT BREEN,
Minister of State at the Department of Business,
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 fix from the date of signing of the Order, the statutory minimum rates of remuneration and other conditions of employment for certain workers employed in the Mechanical Engineering Building Services Contracting Sector.

BAILE ÁTHA CLIATH
ARNA FHOILSIÚ AG OIFIG AN tSOLÁTHAIR
Le ceannach díreach ó
FOILSEACHÁIN RIALTAIS,
52 FAICHE STIABHNA, BAILE ÁTHA CLIATH 2
(Teil: 01 - 6476834 nó 1890 213434; Fax: 01 - 6476843)
nó trí aon dfoltóir leabhar.

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Appendix 2



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Connectumann Cónasc
6 Gardiner Row, Dublin 1.

Phone: 01 8747047
Fax: 018747048
Email: info@connectunion.ie
Web: www.connectunion.ie

connect
TRADE UNION

Paddy Kavanagh *General Secretary/Treasurer*



The Secretariat,
The Labour Court,
Lansdowne House,
Lansdowne Road,
Dublin 4.

For the attention of Ms. Marian Cassidy.

30th July, 2019.

Dear Secretariat,

Please find enclosed a joint application seeking an examination of the Mechanical Engineering Building Services Contracting Sector (as defined by S.I. No. 59 of 2018), with a view to securing a variation to the Sectoral Employment Order.

Should you require any further information please do not hesitate to contact the applicant parties.

Regards.

Brian Nolan,
Assistant General Secretary.
Connect Trade Union.
Tel; 01 8719 911

Thomas Fitzgerald,
Regional Officer,
Unite the Union.
Tel; 01 8980912



THE LABOUR COURT

INDUSTRIAL RELATIONS (AMENDMENT) ACT 2015

APPLICATION FOR A REQUEST to EXAMINE THE TERMS AND CONDITIONS OF EMPLOYMENT IN A SECTOR

Name of applicant:	Connect Trade Union & Unite the Union Joint Application
Address:	(Appendix 1.)
Contact Number:	(Appendix 1.)
Email Address:	(Appendix 1.)
Sector:	Mechanical Engineering Building Services Contracting Sector as defined by S.I. No. 59 of 2018 (Appendix 2.)
Class, type or group of workers to which the request relates: Qualified Plumbers and Registered Apprentice Plumbers (Craftsperson) and Qualified Pipefitters and Registered Apprentice Pipefitters (Craftsperson) working in the Sector as defined in S.I. No. 59 of 2018.	
Please enter details of the arrangements (if any) by which terms and conditions relating to remuneration and any sick pay scheme or pension scheme, of the workers in the sector to which the request relates are determined: Terms & Conditions of employment within this sector are currently determined by a National Collective Employment Agreement (which is negotiated by the both aforementioned Union and the MEBSCA Employer Group under the auspices of the Workplace Relations Commission) parts of which are protected by S.I. No. 59 of 2018.	
Where the applicant is a trade union of workers, please enter the name and address of any other trade union of workers that is representative of workers in the sector to which the request relates: The applicants are the trade unions of workers representative of workers in the sector.	
Where the applicant is a trade union of workers, please enter the name and address of any trade union of employers or organisation of employers that is representative of employers in the sector to which the request relates: MEBSCA (c/o Construction Industry Federation) Construction House Canal Road Dublin 6	

Signature of Applicant: Phavee

Date: 30-7-19

Appendix 1. Contact details of the applicants.

Applicant 1	Applicant 2
Connect Trade Union	Unite the Union
6 Gardiner Row	55/56 Middle Abbey Street
Dublin 1	Dublin 1
Republic of Ireland	Republic of Ireland
Tel; 01 8747047	Tel; 01 8980912
Email; construction@connectunion.ie	Email; thomas.fitzgerald@unitetheunion.org

Appendix 2. Sector Definition

For the purposes of this application the definition of the sector is taken directly from S.I. No. 59 of 2018 and states the following;

For the purposes of this Sectoral Employment Order the Mechanical Engineering Building Services Contracting Sector means the sector of the economy comprising the following economic activity:— *“The installation, alteration, fabrication, fitting, repair, maintenance, commission, removal and demolition in any building or its sites of articles, fittings, pipes, containers, tubes or instruments, storage facilities, etc. (including central heating apparatus, central plant apparatus, machinery and fuel containers connected thereto) for heating, cooling, including domestic hot and cold water systems, medical and process gases, process pipe services, utility pipe services and compressed and vacuum services of such buildings.”*

Statutory Declaration in accordance with the Statutory Declarations Act, 1938

a) Name of Applicant:
Connect Trade Union

b) Position held by the Declarant:
General Secretary

c) Registered Address of the Applicant within the State:
Connect Trade Union, Head Office, 6 Gardiner Row, Dublin 1

d) Number of workers of the class, type or group to which the request relates who are members of the trade union of workers on whose behalf the request is made:

circa 4067

e) Number of workers of the class, type or group to which the request relates who are normally employed in the sector to which the request relates:


Circa 11,000

f) The declarant's means of knowledge of the matters referred to at paragraphs (d) and (e):

(d) Refers to the number of workers of the class, type or group who are in membership of the Connect Trade Union.

(e) Information supplied by DKM Consultant's Report 2016 (Demand for Skills in Construction 2020) estimated that there was 8,700 workers of the class, type or group to which the request relates in 2015. When we apply the overall construction employment increases from the central Statistics Office (+25.3%) arising from research conducted by the applicant unions, we estimate that current numbers of workers of the class type or group to which the request relates is circa 10,900.

Signed;


Paddy Kavanagh General Secretary

Date: 30/7/19


Commissioner for Oaths

Date: 30/7/2019

Sean Kenny
Practising Solicitor
81 Eccles Street
Dublin 7



THE LABOUR COURT

INDUSTRIAL RELATIONS (AMENDMENT) ACT 2015

APPLICATION FOR A REQUEST to EXAMINE THE TERMS AND CONDITIONS OF EMPLOYMENT IN A SECTOR

Name of applicant:	Unite the Union (Connect Trade Union Joint Application)
Address:	(Appendix 1.)
Contact Number:	(Appendix 1.)
Email Address:	(Appendix 1.)
Sector:	Mechanical Engineering Building Services Contracting Sector as defined by S.I. No. 59 of 2018 (Appendix 2.)
Class, type or group of workers to which the request relates: Qualified Plumbers and Registered Apprentice Plumbers (Craftsperson) and Qualified Pipefitters and Registered Apprentice Pipefitters (Craftsperson) working in the Sector as defined in S.I. No. 59 of 2018.	
Please enter details of the arrangements (if any) by which terms and conditions relating to remuneration and any sick pay scheme or pension scheme, of the workers in the sector to which the request relates are determined: Terms and conditions of employment within this sector are currently determined by a National Collective Employment Agreement. The terms of this agreement are negotiated by the aforementioned Unions and the MEBSCA Employer Group, directly and under the auspices of the Workplace Relations Commission. Key elements of the collective agreement and other terms and conditions of employment are provided for within S.I. No. 59 of 2018.	
Where the applicant is a trade union of workers, please enter the name and address of any other trade union of workers that is representative of workers in the sector to which the request relates: Connect Trade Union, 6 Gardiner Row, Dublin 1,	
Where the applicant is a trade union of workers, please enter the name and address of any trade union of employers or organisation of employers that is representative of employers in the sector to which the request relates: MEBSCA (c/o Construction Industry Federation) Construction House Canal Road Dublin 6	

Signature of Applicant:

Thomas Fitzgibbon

Date:

25/07/2019

Appendix 1. Contact details of the applicants.

Applicant 1	Applicant 2
Unite the Union	Connect Trade Union
55/56 Middle Abbey Street	6 Gardiner Row
Dublin 1	Dublin 1
Republic of Ireland	Republic of Ireland
Tel; 01 8980912	Tel; 01 8747047
Email; thomas.fitzgerald@uniteunion.org	Email; construction@connectunion.ie

Appendix 2. Sector Definition

For the purposes of this application the definition of the sector is taken directly from S.I. No. 59 of 2018 and states the following;

For the purposes of this Sectoral Employment Order the Mechanical Engineering Building Services Contracting Sector means the sector of the economy comprising the following economic activity:— *“The installation, alteration, fabrication, fitting, repair, maintenance, commission, removal and demolition in any building or its sites of articles, fittings, pipes, containers, tubes or instruments, storage facilities, etc. (including central heating apparatus, central plant apparatus, machinery and fuel containers connected thereto) for heating, cooling, including domestic hot and cold water systems, medical and process gases, process pipe services, utility pipe services and compressed and vacuum services of such buildings.”*

STATUTORY DECLARATION

THE INDUSTRIAL RELATIONS (AMENDMENT) ACT 2015

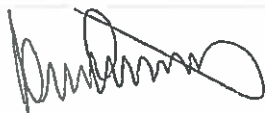
I Brendan Ogle , Senior Officer of Unite the Union, whose principle place of business is 55-56 Middle Abbey Street, Dublin 1 aged 18 years and upwards make oath and say as follows:-

1. I say that I am the Senior Officer of Unite the Union in the Republic of Ireland.
2. I further say and believe that Unite the Union holds a negotiating licence.
3. The address of Unite the Union is 55-56 Middle Abbey Street, Dublin 1.
4. The number of workers of the class, type or group to which the agreement relates who members are of Unite the Union is 3,620.
5. I say the total numbers which are members of the class, type or group to which the request relates is approximately 3,620.
6. I say and believe that the DKM Economic consultant's report 2016 (Demand for Skills in Construction 2020) estimates that 8,700 workers of the class, type or group to which the request relates for 2015. When we apply the overall construction employment increases from the Central Statistics Office (+25.3%) arising from research conducted by Unite the Union we estimate that current numbers of workers of the class, type or group to which the request relates is circa is 10,900.
7. I make this declaration from facts within my own knowledge save where otherwise appearing and whereso appearing I believe same to be true and pursuant to the provisions of the Statutory Declarations Act 1938

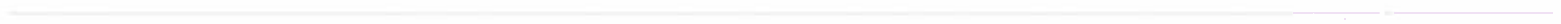
SWORN by the said Brendan Ogle
on the 24th day of July 2019
at 66 Dame Street Dublin 2
in the City of Dublin
before me a Practising Solicitor and I know the
Deponent/the Deponent was identified to me by



Brendan Ogle
Senior Officer
Unite the Union



PRACTISING SOLICITOR
Andrew Turner
Hamilton Turner Solicitors
24 JUL 2019
66 Dame Street
Dublin 2



Appendix 3



The Labour Relations Commission
An tAidmheiríe na hAidmheiríe

Tom Johnson House
Haddington Road
Dublin 4
Teach Thoirde na hOifige
Báthar Haddington
Gaille Átha Chiará

Tel: phone 01 613 6700
Fax 01 613 6701
E-mail: info@lrc.ie
Website: www.lrc.ie
LoCall (outside 01 area): 1890 220227

15th October 2010

MEBSA/ TEEU & UNITE Agreement

I refer to the various meetings which have taken place in the Labour Relations Commission regarding the above and in particular to the meetings on 22nd July & 15th October 2010. Resulting from those meetings the following proposals are being tabled and are being recommended for acceptance by both union and management representatives;

The proposed pay scale from 1st October 2010 is as follows—

- 1st Year out of time ----- €20.63
- 2nd Year out of time ----- €20.92
- 3rd Year out of time ----- €21.06
- 4th Year out of time ----- €21.18
- 5th Year out of time ----- €21.31
- 6th Year out of time ----- €21.42

Apprentice rates will remain in line with the current Registered Agreement for the Construction Industry.

With regard to the rates for apprentices, these will be adjusted in due course should LCR 19,847 be implemented.

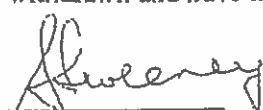
These new rates will apply to new projects, including new projects on existing sites, from 1st October 2010 and to all other existing projects from 1st January 2011.

The rates include the 1st hour of travel and all other terms and conditions are as per the Registered Agreement for the Construction Industry.

The Agreement will be reviewed at the end of 2011.

It is the intention of both sides to approach the Labour Court as soon as possible with a view to having this Agreement registered.

The above proposals are put forward solely on the basis that they are being recommended for acceptance; if rejected by either side they are automatically withdrawn and have no status whatsoever.



Sheamus Sweeney
Regional Manager

Commission members:

Breege O'Donoghue, Chair
Brendan McGinty
Fergus Whelan
Gerard Barry
Iarla Duffy
John Hennessy
Peter McLoone

Kieran Mulvey (Chief Executive)



THE LABOUR COURT

Copy of an Employment Agreement registered in the Register of Employment Agreements on 15th March, 1967 as varied for the twenty-fourth time by the Labour Court under Section 28 of the Industrial Relations Act, 1946 by:-

REGISTERED EMPLOYMENT AGREEMENT (CONSTRUCTION INDUSTRY WAGES AND CONDITIONS OF EMPLOYMENT) VARIATION ORDER, 2006 WITH EFFECT FROM 17 NOVEMBER, 2006

1. PARTIES TO THIS AGREEMENT

This Agreement dated the 1st day of June, 1966 is made between -

The Construction Industry Federation (formerly the Federation of Builders, Contractors and Allied Employers of Ireland) and the following Trade Unions:-

Amalgamated Society of Woodworkers,
Services, Industrial, Professional, Technical Union (formerly Irish Transport and General Workers' Union and Workers' Union of Ireland),
Operative Plasterers and Allied Trades Society of Ireland,
Amalgamated Society of Painters and Decorators,
Plumbing Trades Union,
Irish National Painters and Decorators Trade Union,
National Engineering Union,
Irish Society of Woodcutting Machinists,
Irish National Union of Woodworkers,
United House and Ship Painters and Decorators Trade Union of Ireland,
Automobile General Engineering and Mechanical Operative Union,

Amalgamated Society of Slaters, Tilers, and Roofing Operatives,
 Amalgamated Transport and General Workers' Union,
 Services, Industrial, Professional, Technical Union (formerly Federation of
 Rural Workers),
 Building Workers Trade Union on behalf of Ancient Guild of Brick and
 Stonelayers,
 Stonecutters' Union of Ireland.

2. **CLASS OF WORKERS TO WHICH THIS AGREEMENT APPLIES**

This Agreement applies to workers who are employed in one of the under-mentioned capacities, by Building or Civil Engineering Firms (see Second Schedule to the Agreement for the definition of "Building or Civil Engineering firms")

(a) **Construction Craftsmen:**

Bricklayers, Stonelayers

Carpenters and Joiners

Floorlayers (Dublin County Borough and County and Bray
 Urban District)

Glaziers

Painters

Plasterers

Plumbers

Slaters and Tilers

Stonecutters

Woodcutting Machinists

and Apprentices to the foregoing craftsmen.

(b) **Construction Operatives.**

3. **WAGE RATES**

The rate of wages payable to the classes of workers specified in paragraph 2 shall be that set out in the First Schedule hereto.

For workers who are construction operatives, the employer shall provide each worker with a statement to certify his grade. Such statement may be included in the written statement of terms of employment required under the Terms of Employment (Information) Act, 1994.

4. **NORMAL WEEK**

The normal working week of the classes of workers specified in paragraph 2 shall be thirty nine hours.

5. **GUARANTEED WEEK** ✓

Where a worker in any pay week throughout the year has performed work for his employer and being in that employer's employment has kept himself available for work throughout the normal working hours of each working day of the week, but during any part of that week has been prevented by reason of inclement weather from working, then he shall receive, in respect of time lost, a total payment calculated by reference to the National Joint Industrial Council rate applicable to him (i.e., excluding bonus schemes and bonus payments, site agreements and any plus payments other than official plus payment for machine operators and less the appropriate rate of taxation).

Decision as to when, during normal working hours, work is to be carried out, interrupted and resumed and as to whether some or all of the workers shall work at any particular time shall be made by the employer.

6. ANNUAL LEAVE

In the annual leave year 1998 and in each leave year thereafter, twenty-one days annual leave shall be given to the employees covered by this Agreement. Ten days are to be taken in July, four days at Christmas, five days at Easter (including Good Friday) and the balance as may be agreed between employers and workers in the industry.

Payment for annual leave shall be calculated in accordance with the provisions of the Organisation of Working Time Act, 1997.

Cesser pay shall be calculated on the basis of 13.65 hours for each four week period during which the worker worked for not less than 117 hours, or otherwise in accordance with the provisions of the Organisation of Working Time Act, 1997.

7. OVERTIME RATES

- (a) Overtime shall be at the rate of time and a half to midnight Monday to Friday and thereafter at double time. On Saturday overtime shall be paid at the rate of time and a half for the first four hours from normal starting time and thereafter at double time until normal starting time on Monday morning.
- (b) Overtime shall be calculated on a daily basis i.e., to qualify for overtime payments, an operative shall first have to work the standard number of hours in the area each day.
- (c) In the event that an operative is absent through his own fault on any normal working day, he shall not be entitled to overtime payment on the day immediately following the day of absence, and the prerogative of working overtime on that particular day will rest with the operative himself.

8. **EXPENSES INCURRED NECESSARILY AND EXCLUSIVELY AS A RESULT OF EMPLOYMENT IN THE CONSTRUCTION INDUSTRY**

Subsistence Allowance (Country Money)

Subsistence allowance (country money) shall be €157.25 per week for 5, 6 or 7 days and €31.45 per day for 4 days or less from 1st January, 2005. The allowance will be increased every 6 months in accordance with the increase in the consumer price index. The allowance shall be paid in accordance with the Local Working Rule Agreement or where none applies, where an operative has to reside away from home in the performance of his duties.

Expenses incurred in Travelling in the Performance of duties

It is agreed that in major urban areas, negotiations shall take place at local level for the improvement of existing arrangements or for the introduction of such arrangements where none presently exist. If agreement cannot be reached at local level the matter will be referred to the NJIC. The following urban area rates have been agreed:-

<u>DUBLIN</u>	0	-	4 miles	1 hour per day
	4	-	5 miles	1½ hours per day
	5	-	6 miles	1½ hours per day
	6	-	8 miles	1 ¾ hours per day
	8	-	12 miles	2 hours per day
	12	-	20 miles	2½ hours per day*

* not payable to workers recruited on site.

CORK	0	-	4 miles	$\frac{3}{4}$ hour
	4	-	5 miles	1 hour
	5	-	6 miles	1 $\frac{1}{4}$ hours
	6	-	7 miles	1 $\frac{1}{2}$ hours
	7	-	8 miles	1 $\frac{3}{4}$ hours
	8	-	14 miles	2 hours
	14	-	20 miles	2 $\frac{1}{2}$ hours

The hours or fraction of hours above refer to the basic NJIC rate for Construction Craftsmen, Construction Operatives and Construction Apprentices, as appropriate and are exclusive of bonus schemes, bonus payments, site agreement payments and any plus payments.

The above travel rates for Cork are subject to the following conditions:

- (i) This agreement applies to all firms to whom the Registered Agreement for the Construction Industry applies. Among the categories not covered by this agreement are construction operatives employed in contractors' yards, plant yards, maintenance staff and the like and to those reporting to a fixed place and/or working from this fixed place. This is without prejudice to any existing in-Company (local or national) agreements currently enjoyed by these categories.

For the purpose of this agreement only building sites are not classified as a fixed place of employment.

- (ii) This agreement and these payments do not affect in any way already existing agreements (except 1981 and 1979 Cork Travel Allowance Agreements and clause 8 of the 1947 Cork Agreement) be they local, national, official, in-company and/or site agreements, except that a person is only entitled to one type of travelling payment e.g., is not entitled to, say, travel payment under a site agreement and also under the AJC travel payment.

- (iii) All distances are radial and have the GPO in Oliver Plunkett Street as the central and focal point and work outwards from there to the actual job/site. All distances are measured on a straight line basis and are one way only.
- (iv) A person who normally lives within a 3 mile radial distance from the job/site on which he is working qualifies only for the minimum travel allowance payment i.e., 0 - 4 mile range.
- (v) Where the employer provides transport and the employee travels in the employer's time no allowance whatsoever is paid. However, where an employer provides transport but the employee travels in his (employee's) own time, 60% of the appropriate allowance is paid in that situation.
- (vi) All categories of employees including construction craftsmen, construction operatives, and construction apprentices are paid the same appropriate allowance. Because these allowances are based on time, the appropriate applicable payment depends on the employee's basic NJIC rate. However, for the purpose of this travel payment agreement only, first year construction apprentices are paid the same monetary amounts as second year apprentices.
- (vii) These payments are paid only on the strict understanding that they are allowances towards compensating the operative in full both for the expense and time involved in travelling to and from the job/site. This travelling is to be done in the operative's own time and at his own expense and he must be available on the site for work at the normal starting time.

- (viii) All allowances are taxable pending any decision to the contrary by the Revenue Commissioners.
- (ix) If it is considered that the principle of this agreement is being infringed the matter may be raised by the party(s) concerned and settled by the Cork Area Joint Council.

<u>LIMERICK</u>	0	-	3 miles	1/3 hour
✓	3	-	5 miles	1/2 /hour
			5 miles and over -	1 hour

The above travel rates for Limerick are subject to the following conditions: -

- (i) As with Cork.
- (ii) This agreement and these payments do not affect in any way already existing agreements (if equal or better) be they local, national, official, in-company and/or site agreements, except that a person is only entitled to one type of travelling payment e.g., is not entitled to, say, travel payment under a site agreement and also under the AJC travel payment.
- (iii) All distances are radial and have the GPO (Limerick) as the central and focal point and work outwards from there to the actual job/site. All distances are measured on a straight-line basis and are one-way only. Travel payment will be payable only to employees normally employed in the city and sent outwards to work.

- (iv) A person who normally lives within a 3-mile radial distance from the job/site on which he is working qualifies only for the minimum travel allowance payment i.e. 0 - 3 mile range.
- (v) As with Cork.
- (vi) As with Cork.
- (vii) These payments are paid only on the strict understanding that they are allowances towards compensating the operative in full both for the expense and time involved in travelling to and from the job/site. This travelling is to be done in the operative's own time and at his own expense and he must be available on the site for work at the normal starting time. This clause will not be used punitively where the employer is given a reasonable excuse for late arrival or early departure from site. Its main intention is to avoid abuse by those persistently late or not working the standard day.
- (viii) All allowances are taxable pending a decision to the contrary by the Revenue Commissioners.

WATERFORD

- (i) A travelling allowance of $\frac{1}{3}$ hour per day (bus allowance) will operate for all construction employees working on sites within the confines of the old city boundary.
- (ii) The centre point of the old city boundary is now definitely established as being the car stand (i.e., opposite Winstons Stores).

- (iii) (a) For those employees working on sites outside the old city boundary but within the new city boundary, a travelling allowance of $\frac{3}{4}$ hour per day, outgoing, will apply.
- (b) For those employees working on sites outside the new city boundary, a travelling allowance of 1 hour per day, outgoing (without any mileage limit), will apply.
- (c) If an employer supplies company transport for those employees working on sites outside the old or new city boundaries, no travelling allowance will apply.
- (iv) If an employee is habitually late, his travelling allowance will be reduced pro-rata i.e., if one hour late, $\frac{1}{8}$ of his travelling allowance will be deducted for that date. In other words, to qualify, an employee must commence work on site at normal starting time and work a standard day.
- (v) The above travelling allowances will be effective from 1st January, 1982.
- (vi) Travelling allowances are taxable.

GALWAY

Within old city boundary	-	$\frac{1}{3}$ hour per day
Between old and new city boundary	-	$\frac{3}{4}$ hour per day
Outside new city boundary	-	1 hour per day

The above travel rates for Galway are subject to the following conditions: -

- (i) This agreement applies to all firms to whom the Registered Construction Industry Agreement applies. Among the categories not covered by this agreement are construction operatives employed in contractors' yards, plant

yards, joinery shops and those reporting to a fixed place and/or working from this fixed place. This agreement does not apply where an employer provides suitable transport.

- (ii) Travel payments will be made to employees employed in the city and sent outwards to work. Travel payments will not be made to employees recruited on sites outside the new city boundary.
- (iii) A person who normally lives within a 3-mile radial distance from the site on which he is working will qualify only for the minimum travel allowance payment.
- (iv) In order to qualify for travelling payments the employee must travel in his own time and at his own expense and be available on the site for work at the normal starting time and work at least the normal working day.
- (v) All travelling allowances are subject to PAYE and PRSI in the usual way.

Travel allowances for Construction Apprentices and Juvenile Operatives

Construction apprentices shall receive the following percentages of the

Allowance payable to craftsmen:-

1st year and 2nd year	60%
3rd year	75%
4th year	90%

The same % shall apply to juveniles relative to the general operative rate: -

60%	16 + 17
75%	18 + 19
90%	20 -

9. **INDUSTRIAL RELATIONS AGREEMENTS**

The relevant terms of Industrial Relations Agreements of 1976, 1979 and 1980 which were made between the Construction Industry Federation and the Construction Group of Unions and which are summarised in the Third Schedule hereto are to be read in conjunction with this Agreement.

10. **ENGAGEMENT OF SUB-CONTRACTORS**

The parties agree that contractors and sub-contractors covered by the Registered Employment Agreement for the Construction Industry should be free to engage approved contractors in any trade or activity in the industry. For the purpose of this agreement, approved sub-contractors are defined as follows: -

- (a) They must comply with the terms of the Registered Employment Agreements for the industry.
- (b) They must employ the appropriate grades of trade union labour.
- (c) They must supply material as well as labour in those sectors of the industry where this has been normal practice.
- (d) They must comply with the Social Welfare Acts and Section 17 of the Finance Act, 1970 as amended by the Finance Act, 1995 and they must conform to the guidelines issued by the Revenue Commissioners under the Finance Act, 1995.
- (e) They must maintain a safe and healthy environment and comply with the provisions of the Safety in Industry Act, 1990.

- (f) They must carry employers' liability insurance in respect of their employees and the work in which they are engaged unless this cover is provided by the main contractor or the client.
- (g) They must employ appropriate numbers of apprentices relative to the number of craft workers employed.
- (h) They must, if in a labour only category, give security in a manner to be determined from time to time by the NJIC for the Construction Industry against default in respect of any liabilities they may have to employees.

11. PROCEDURE FOR SETTLING GRIEVANCES AND DISPUTES

If a trade dispute occurs between workers to whom this Agreement relates and their employers, no strike or lock-out, or other form of industrial action shall take place until the following procedures have been complied with and the Labour Court has issued a recommendation.

Category A Disputes

For the purposes of this Agreement questions concerning local matters or matters of an individual nature are regarded as category A disputes. Where these disputes arise, the following procedure shall be complied with:

- (a) The grievance or dispute shall in the first instance be discussed between the parties concerned. If the dispute is not resolved within 3 days it may be referred to the trade union concerned and, where appropriate, the Construction Industry Federation (CIF). Notice in writing of the dispute shall be given by the individual concerned or his trade union to the CIF.

- (b) If the dispute is not resolved within 7 days, or such longer period as may be mutually agreed, the issue may be referred to a Construction Industry Disputes Tribunal (CIDT).
- (c) The CIDT will issue a decision within one week. The decision of the CIDT, where unanimous, shall be binding.
- (d) Other decisions may be appealed to a Rights Commissioner, the Labour Relations Commission or the National Joint Industrial Council (NJIC) as appropriate.
- (e) If the issue remains unresolved, it shall be referred to the Labour Court for investigation and recommendation.

Construction Industry Disputes Tribunal

The Tribunal shall be established to deal with Category A disputes as defined above. The Tribunal will consist of the following:

- Independent Chairman. The Chairman of the NJIC may act as the independent Chairman in this regard
- One employer representative to be nominated by the employers' side of the NJIC
- One trade union representative to be nominated by the employees' side of the NJIC

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Category B Disputes

For the purposes of this Agreement questions concerning wages, working hours and conditions of employment in the industry are regarded as Category B disputes.

Where these issues arise, the following procedure shall be complied with:

- (a) Any grievance or dispute that arises between workers and employers covered by this Agreement will in the first instance be discussed between the parties concerned and their trade unions.
- (b) Where the issue remains unresolved after (a) above, it shall be referred to the NJIC. The Secretary of the NJIC, within 3 days of receiving written notification of the dispute from either of the parties involved, shall arrange a meeting to discuss the issue in dispute.
- (c) If after a meeting of the NJIC the issue remains unresolved, it shall be referred to the Labour Court for investigation and recommendation.'

12. PROVISION FOR VARIATION OF THIS AGREEMENT

This agreement may be varied in accordance with the provisions of Section 28 of the Industrial Relations Act, 1946.

13. **OTHER REGISTERED AGREEMENTS**

This Agreement shall not apply to workers who are covered by any other Registered Agreement.

SIGNED for and on behalf of:

TRADE UNIONS

AMALGAMATED SOCIETY OF WOODWORKERS Jim Cox

SERVICES, INDUSTRIAL, PROFESSIONAL,
TECHNICAL UNION (formerly Irish Transport and
General Workers' Union) John Conroy

SERVICES, INDUSTRIAL, PROFESSIONAL,
TECHNICAL UNION (formerly Workers' Union of
Ireland) James Larkin

OPERATIVE PLASTERERS & ALLIED TRADES
SOCIETY OF IRELAND G. Doyle

AMALGAMATED SOCIETY OF PAINTERS AND
DECORATORS John O'Leary

PLUMBING TRADES UNION P. Ferris

IRISH SOCIETY OF WOODCUTTING MACHINISTS G.H. Wall

NATIONAL ENGINEERING UNION J. Cassidy

IRISH NATIONAL PAINTERS AND DECORATORS
TRADES UNION John Mulhall

IRISH NATIONAL UNION OF WOODWORKERS	P.F. McGrath
UNITED HOUSE AND SHIP PAINTERS AND DECORATORS TRADE UNION OF IRELAND	L. Hudson
AUTOMOBILE GENERAL ENGINEERING & MECHANICAL OPERATIVES UNION	B. Leonard
AMALGAMATED SOCIETY OF SLATERS, TILERS AND ROOFING OPERATIVES	J.M. Moore
AMALGAMATED TRANSPORT AND GENERAL WORKERS UNION	M.P. Merrigan
SERVICES, INDUSTRIAL, PROFESSIONAL, TECHNICAL UNION (formerly Federation of Rural Workers)	James Tully TD
Building Workers' Trade Union on behalf of:-	
ANCIENT GUILD OF BRICK AND STONE LAYERS and STONECUTTERS UNION OF IRELAND	Frank O'Connor
<u>EMPLOYERS</u>	
THE CONSTRUCTION INDUSTRY FEDERATION (formerly the Federation of Builders, Contractors and Allied Employers of Ireland)	Thomas Reynolds

FIRST SCHEDULE

WAGE RATES	HOURLY RATE	HOURLY RATE	HOURLY RATE	HOURLY RATE	HOURLY RATE
	01/10/05 2.5% (SP) €	01/04/06 3% €	01/10/06 2% €	01/07/07 2.5% €	01/01/08 2.5% €
CONSTRUCTION CRAFTSMEN	16.85	17.36	17.71	18.15	18.60
CONSTRUCTION APPRENTICES % of Craft Rate					
1st Year 33 $\frac{1}{3}$ %	5.62	5.79	5.90	6.05	6.20
2nd Year 50%	8.42	8.68	8.86	9.08	9.30
3rd Year 75%	12.64	13.02	13.28	13.61	13.95
4th Year 90%	15.16	15.62	15.94	16.34	16.74
CONSTRUCTION OPERATIVES % of Craft Rate					
A 97%	16.34	16.84	17.18	17.61	18.04
B 91%	15.33	15.80	16.12	16.52	16.93
C 88%	14.83	15.28	15.58	15.97	16.37
D 80%	13.48	13.89	14.17	14.52	14.88

This category now includes the category previously described as "Lorry Drivers Dublin County Borough and County and Bray Urban District".

{The Grades reflect range of ability and years of experience. They are more specifically described in Labour Relations Commission document entitled "Construction Operatives Responsibility and Skill Ranking"}.

JUVENILE CONSTRUCTION OPERATIVES						
16 Years	(40% of Grade D)	5.39	5.56	5.67	5.81	5.95
17 Years	(50% of Grade D)	6.74	6.95	7.09	7.26	7.44

SECOND SCHEDULE (see Clause 2)

1. For the purpose of this Agreement a building firm means an undertaking the principal business of which is one or a combination of any of the following activities:-
- (a) the construction, reconstruction, alteration, repair, painting, decorating, fitting of glass in buildings and demolition of buildings;
 - (b) the installation, alteration, fitting, repair, painting, decoration, maintenance and demolition in any building or its site of articles, fittings, pipes, containers, tubes, wires or instruments (including central heating apparatus, machinery and fuel containers connected thereto) for the heating, lighting, power or water supply of such buildings;
 - (c)
 - (i) the clearing and laying out of sites for buildings;
 - (ii) the construction of foundations of such sites;
 - (iii) the construction, reconstruction, repair and maintenance within such sites of all sewers, drains and other works for use in connection with sanitation of building or the disposal of waste;
 - (iv) the construction, reconstruction, repair and maintenance on such sites of boundary walls, railings and fences for the use, protection or ornamentation of buildings;
 - (v) the making of roads and paths within the boundaries of such sites.

- (d) the manufacture, alteration, fitting and repair of articles of worked stone (including rough punched granite and stone) granite, marble, slate and plaster.
2. For the purpose of this Agreement a Civil Engineering firm means an undertaking the principal business of which is one, or a combination of any of the following activities:-
- (a) the construction, reconstruction, alteration, repair, painting, decoration and demolition of:-
roads, paths, kerbs, bridges, viaducts, aqueducts, harbours, docks, wharves, piers, quays, promenades, landing places, sea defences, airports, canals, waterworks, reservoirs, filter beds, works for the production of gas or electricity, sewerage works, public mains for the supply of water or the disposal of sewerage and all work in connection with buildings and their sites with such mains;

rivers works, dams, weirs, embankments, breakwaters, moles, works for the purpose of road drainage or the prevention of coastal erosion;

cattlemarkets, fair grounds, sports grounds, playgrounds, tennis-courts, ball alleys, swimming pools, public baths, bathing places in concrete, stone tarmacadam, asphalt or such like material, any boundary walls, railings, fences and shelters erected thereon;
- (b) the painting or decoration of poles, masts, standard pylons for telephone, telegraph, radio communication and broadcasting; and

- (c) ground levelling, ground formation or drainage in connection with the construction or reconstruction of grass sports grounds, public parks, playing fields, tennis-courts, golf links, play-grounds, racecourses and greyhound racing tracks, but excluding the sowing of grass seed on such grounds.

***ADDENDUM TO EMPLOYMENT AGREEMENT FOR THE
CONSTRUCTION INDUSTRY***

We, the undersigned, being the parties to the Employment Agreement for the Construction Industry agree that Paragraph 1(d) of the Second Schedule to the Agreement does not apply to undertakings whose principal business is one or a combination of any of the following activities:-

Mining or calcining of Gypsum and/or the manufacture of Plaster, Plaster of Paris, Bag Plaster, Plaster-board.

Dated the 14th February, 1967.

SIGNED for and on behalf of:

TRADE UNIONS:

AMALGAMATED SOCIETY OF WOODWORKERS J. M. Cox

SERVICES, INDUSTRIAL, PROFESSIONAL, TECHNICAL

UNION (formerly Irish Transport and General Workers'

Union)

Sean O'Murchu

SERVICES, INDUSTRIAL, PROFESSIONAL, TECHNICAL

UNION (formerly Workers' Union of Ireland)

James Larkin

OPERATIVE PLASTERERS AND ALLIED TRADES SOCIETY OF IRELAND	Gerald Doyle
AMALGAMATED SOCIETY OF PAINTERS AND DECORATORS	John O'Leary
PLUMBING TRADES UNION	P. Ferris
IRISH SOCIETY OF WOODCUTTING MACHINISTS	G.H. Wall
NATIONAL ENGINEERING UNION	J. Cassidy
IRISH NATIONAL PAINTERS AND DECORATORS TRADES UNION	J. Mulhall
IRISH NATIONAL UNION OF WOODWORKERS	P.F. McGrath
UNITED HOUSE AND SHIP PAINTERS AND DECORATORS TRADE UNION OF IRELAND	L. Hudson
AUTOMOBILE GENERAL ENGINEERING & MECHANICAL OPERATIVES UNION	B. Leonard
AMALGAMATED SOCIETY OF SLATERS, TILERS AND ROOFING OPERATIVES	J. Moore
AMALGAMATED TRANSPORT AND GENERAL WORKERS' UNION	M.P. Merrigan

SERVICES, INDUSTRIAL, PROFESSIONAL,
TECHNICAL UNION (formerly Federation of Rural
Workers)

J. Tully TD

Building Workers' Trade Union on behalf of:-

ANCIENT GUILD OF BRICK AND STONE LAYERS

and

STONECUTTERS UNION OF IRELAND

F. O'Connor

EMPLOYERS

THE CONSTRUCTION INDUSTRY FEDERATION

(formerly the Federation of Builders, Contractors and

Allied Employers of Ireland)

T. Reynolds

THIRD SCHEDULE

**SUMMARY OF RELEVANT TERMS AGREED UNDER INDUSTRIAL
RELATIONS AGREEMENTS OF 1976, 1979 AND 1980 AND MADE
BETWEEN THE CONSTRUCTION INDUSTRY FEDERATION AND THE
CONSTRUCTION INDUSTRIAL COMMITTEE OF THE IRISH CONGRESS
OF TRADE UNIONS**

1. **RESTRICTIONS**

No restrictions shall be placed on the use of techniques and equipment and no plus rates can be paid for same (except in those cases where it is existing custom and practice to pay plus rates which shall be subject to negotiation in accordance with existing procedures).

2. **ABSENTEEISM**

Where a worker without valid reason is absent for a day or most of a day (minimum 4.5 hours of standard working hours) he/she shall lose a specified amount of money as defined below for that day and the following working day.

If a worker is late in starting for more than .5 hour on three days in the pay week, he/she shall forfeit the specified amount for those three days. The same shall apply on all other days on which he/she is more than .5 hour late in starting in the particular pay week. The specified amount is defined as the amount of the relativity increase of €6.98 (£5.50) per week in the case of craft workers and €6.22 (£4.90) per week in the case of general workers, which became effective on 1st September, 1977.

3. **DEMARCATIION**

Where demarcation issues arise workers shall continue working as directed by their employer until the issue is decided by a Sub-Committee of the Joint Industrial Council, which shall decide the issue within a stipulated period.

Appendix 4



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An Coimisiún um Chaidreamh san Áit Oibre
Workplace Relations Commission

Balle Átha Clíath 4, Éire.
Lansdowne House, Lansdowne Road, Ballsbridge, Dublin 4, Ireland.

T: 1890 22 02 27 or +353 (0)1 6136700
F: +353 (0)1 6136701

C-163813-18

27 May 2019

Mechanical Engineering and Building Services Contractors Association / UNITE / CONNECT

Pay Claim

After an extensive process of negotiation under the auspices of the Workplace Relations Commission the following proposal was put forward by the Chairman and agreed for recommendation by the parties.

PAY


- 2.7% increase to apply for 12 months from 1st September 2019
- 2.7% increase to apply for 12 months from 1st September 2020
- The parties agree to begin engagement on a successor agreement with talks to commence in January 2021. If necessary, these talks will utilise the WRC in accordance with agreed procedures.

TRAVEL TIME

Despite detailed discussion between the parties in the WRC process they were unable to reach agreement on the travel time element of the union claim. Accordingly, it is agreed by the parties that this issue will be referred separately to the Labour Court under the provisions of section 26(1) of the Industrial Relations Act 1990.

The parties also agreed that the amended rates would be reflected in the Sectoral Employment Order. An application to the Labour Court to have the SEO rates amended will be made by the union side no later than 15 July 2019.

Yours Sincerely


Damien Cannon
Regional Manager


Mary Dooley
Industrial Relations Officer



(1)

(2)

Appendix 5

THE LABOUR COURT
TOM JOHNSON HOUSE
HADDINGTON ROAD
DUBLIN 4
TEL: (01) 660 8444



AN CHUIRT OIBREACHAIS
TEACH THOMAS MAC SEÁIN
BÓTHAR HADDINGTON
BAILE ÁTHA CLIATH 4
FAX: (01) 660 8437

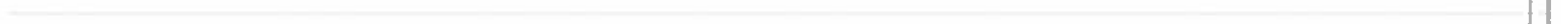
National Joint Industrial Council
Wage Rate Sub Committee
Interim Report

It is agreed that the increases due after 1st July, 1999 will be brought forward and paid in full from 1st September, 1999. This will result in wage rates set out in the attached Schedule. From that date also, the first band of travelling time will, where applicable, be included in the calculation of holiday pay.

This is an interim agreement only and is without prejudice to the Trade Unions' claim for a Craft Rate of £10 an hour, based on current rates and the inclusion of full travelling time in holiday pay.

The next Meeting of the Sub Committee will be held on **Friday, 16th July, 1999 @ 10 am.**

Francis Mc Gath
Deputy Chairman
21st June, 1999



CONSTRUCTION INDUSTRY FEDERATION

Construction House, Canal Road, Dublin 6. Tel: 01-4066000. Fax: 01-4966953. E-mail: cif@cif.ie
Website: www.cif.ie

TO: ALL MEMBERS COVERED BY THE REGISTERED
AGREEMENT FOR THE CONSTRUCTION INDUSTRY

9 October 2000

RE: REVIEW OF RATES OF PAY AND GRADING STRUCTURES

Dear Member

I refer to previous circulars in connection with the above. Enclosed is a revised wage and grading structure for the construction industry, which was agreed between the Construction Industry Committee of the Irish Congress of Trade Unions and the Construction Industry Federation. This agreement is effective from the 1st of October 2000.

This agreement was proposed by the Labour Relations Commission following a review of pay and grading structures in the construction industry by the Irish Productivity Centre. It is part of a collateral agreement to the Programme for Prosperity and Fairness. The new wage rates were ratified by the NJIC today and are recoverable under the terms of the RIAI form of contract where the PVC has not been deleted. Under the GDCA form of contract (with PVC) the increases are recoverable when implemented strictly in accordance with the terms of our agreements with the Trade Unions. Any member who has difficulty in this regard should contact the Federation.

It should be noted that the increases provided for in the agreement apply specifically and exclusively to those workers in receipt of the agreed basic rates and allowances only. Any other payments, allowances or plus payments should be offset against these increases.

The increases on the craft rate are as follows:

1 st October 2000	Review Amount £1.20 plus 1 st Phase PPF 5.5%
1 st July 2001	Review Amount 40p
1 st August 2001	2 nd Phase PPF 5.5%
1 st October 2001	Review Amount 40p
1 st July 2002	3 rd Phase PPF 4%

Overtime, travelling time and holiday pay will be calculated using the appropriate combined basic rate. The agreement also provides for the inclusion of actual travelling time, where applicable, when calculating holiday pay.

President: J. Tiernan. Director General: L. Kelleher. Secretary: E. O'Neill.
Directors: R. Gilboy, G. Hennessy, M. Jones, P. McCabe, T. McEvoy, J. O'Brien, H. Peacocke, C. Ryan





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As part of the review process a new grading structure for general operatives was agreed. Among with other changes, this structure includes a Technical Operatives Grade (Grade A), the details of which are attached.

Strikes or any other form of industrial action are precluded in respect of any matter covered by this agreement, where the employer is acting in accordance with the terms of this agreement.

Also enclosed is the holiday schedule for the year 2000/2001.

Should you have any queries in relation to the above please do not hesitate to contact the Industrial Relations Department at the following numbers.

Dublin: 01 4066000

Cork: 021 4507161

Galway: 091 502680

Yours Faithfully

Terry McEvoy
Director





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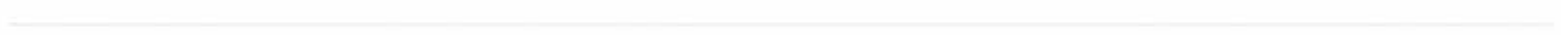


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Appendix 6



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MECHANICAL ENGINEERING & BUILDING SERVICES CONTRACTORS' ASSOCIATION

Construction House, Canal Road, Dublin 6. Tel : (01) 4066000 Fax : (01) 4966953 E-Mail: m&e@cif.ie Website: www.cif.ie

24 March 2017

Mr Tom Fitzgerald
Unite
White House
55/56 Middle Abbey Street
Dublin 1

Re : SEO and REA in the Mechanical Engineering and Building Services Sector

Dear Tom

I refer to our meeting on 7 March last in connection with the above. In particular our discussions centred on remuneration to be provided for in the Sectoral Employment Order. As agreed, I undertook to write to you setting out the Association's response to the joint document put forward by the TEEU and Unite.

An SEO will set legally binding rates of pay and conditions of employment in the sector. It will enable contractors to tender on a level playing field with regard to labour costs and it will ensure that all workers in the sector receive decent and fair rates of pay. Therefore, all pay-related issues must be covered by an SEO. Due to the limited scope of an SEO in so far as it only provides for remuneration, pensions and sick pay, the Association is supportive of the introduction of an REA. It is essential that the REA provides for non-pay related issues to ensure that members of the Association are not placed in an uncompetitive position vis-à-vis their competitors.

As you are aware, two separate pay claims comprising of two separate percentage increases were lodged on MEBSCA employers. Following discussions at the WRC, agreement was finally reached on these claims in 2016. The agreement, which provides for increases in hourly rates of over 10%, expires on 30 September 2018 and, therefore, it is the Association's firm belief that all pay-related issues to be covered by the SEO are covered by this agreement.

As agreed, I will respond to each point in your document as follows:

1. Scope

As per the definition of the economic sector set out in the application for an SEO.

2. Craft Rates

The agreement between the parties provides for six hourly rates of pay and the legislation underpinning the SEO only provides for three hourly rates. We believe, therefore, that the 1st year out of time rate, the 3rd year out of time rate and the 6th year out of time rate should be included in the SEO.



It has traditionally been the case that chargehands and foremen are paid over and above the top craft rate and the flexibility to negotiate these rates should remain between the parties.

3. Apprentice Rates

As agreed, we will discuss the Issue of the apprentice rates at the meeting of MEBSCA on 29 March next.

4. Overtime and Shift Rates

The joint union document on overtime and shift rates amounts to a claim on employers and, as stated above, we are currently in an agreement on pay.

The current situation with regard to overtime should remain in place, i.e.

Week Days

From normal finishing time to midnight - time plus a half

Weekends

First four hours from normal starting time on Saturday morning - time plus a half

Thereafter to normal starting time on Monday morning - double time

Eight hours (seven on a Friday) must be worked daily before overtime is applied.

In addition to the holiday entitlement, double time will be paid for all hours worked on public holidays.

With regard to shift work, we propose the following:

First 8 hours - time plus a sixth

Thereafter overtime to apply

Where possible, shift work will be facilitated over four days i.e. Monday to Thursday.

In the event that an operative is absent through his own fault (excluding annual leave and certified sick leave) on any normal working day, he shall not be entitled to an overtime payment on the day immediately following the day of absence and the prerogative of working overtime, if requested, on that particular day will rest with the operative himself.

5. Travel

As per custom and practice, travel allowances to continue to be paid in the cities of Dublin, Cork, Limerick, Waterford and Galway. Where transport is provided, no travel allowance should be paid.

6. Subsistence (Country Money)

Country money to be paid in accordance with custom and practice i.e. where an operative has to reside away from home in the performance of his duties.

The allowance to be paid is as per the current agreement with the Revenue Commissioners.

The allowance includes all costs associated with travelling to and from site, including accommodation costs.

7. Pensions, Sick Pay and Death in Service

The current contribution rate should continue to be paid. The current rules of the CWPS should continue to apply.

8. Procedure for Resolution of Grievances and Disputes

Disputes regarding remuneration, pensions and sick pay to be dealt with in accordance with the Industrial Relations (Amendment) Act 2015.

A more comprehensive disputes resolution procedure covering all other disputes should be discussed in relation to clauses to be included in an REA.

As agreed, the parties will meet again on at 2.30pm on 30 March 2017 in Construction House, Canal Road, Dublin 6.

Yours sincerely



Jean Winters
Director
Industrial Relations and Employment Service

CC Brian Nolan, TEEU

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Jean Winters

From: Fitzgerald, Thomas <Thomas.Fitzgerald@unitetheunion.org>
Sent: 28 April 2017 17:08
To: Jean Winters
Cc: brian_n@teeu.ie
Subject: MEBSCA Meeting 12th April 2017

Hi Jean ,

Following on from our last meeting of the 12th of April 2017 we agreed to the following:

1. Union side to record what was agreed on the 12th by the 27th of April 2017
2. Next meeting to be a sub-committee meeting on the 4th of May 2017 at 2 pm to discuss REA headings

Regarding 1 above – I was hoping to send a draft letter that would set out what is agreed between us concerning the SEO headings, but from my notes there is a number of points of feedback that we need from you in the first instance. So for the moment I have just added what was agreed in red from our email of the 10th of April (Agenda on the 12th) . No doubt we will discuss how to move forward on this on the 4th .

Regarding 2 above – These headings are included in our letter of the 4th of November 2016

Regards
Tom

Dear Jean

Further to our recent MEBSCA meeting on 30/3/17 I wish to confirm the following headings raised. As agreed the headings below are in draft format until further discussion.

1. 1 Craft rates:

Rates 1, 3 & 6 should be included in the SEO, Rates 2,4 & 5 should be included in the REA. (Agreed)

The charge hand and foreman rates or allowance should be housed in the REA (Union position). (CIF to consider this clause's inclusion in REA)

2. 2 Apprentice Rates: (Feedback to come from CIF on this issue)

Employer side to return on this issue.

3. 3 Shift rate: (Wording and shift % to be agreed)

Draft definition to be provided by the CIF

4 Travel Time

The CIF to give consideration to other counties that may be included for the purpose of travel bands beyond Dublin, Cork, Limerick, Waterford & Galway (No Agreement to extend beyond existing urban areas)

5 Subsistence (Country Money)

CIF to give consideration to the necessity for an Operative to reside away from home (Agreed that reside away from home clause not require – may have to look at possible revenue implications)

6 Construction Workers Pension Scheme: (Agreement that CWPS should apply – No agreement on formula below)

It was agreed to establish what the payment is and what the difference would be by using the MEBSCA rates.

The deduction for the CWPS is derived from the average pay of construction workers at a rate of 7% (7% of €726 = €50.20)

If the mechanical pension rate was derived from the MEBSCA rate of 7% (7% of €876 = €61.40 approx.)

The difference between the two = €11.20 (€7.50 and €3.70 approx.)

Regards

Tom Fitzgerald

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Fitzgerald, Thomas

From: Jean Winters <jwinters@cif.ie>
Sent: 08 August 2017 17:05
To: Fitzgerald, Thomas
Cc: Brian Nolan
Subject: MEBSCA - Travel
Attachments: 20170808165559942.pdf; 20170808162230440.pdf

Tom,

With regard to travel allowances under the mechanical agreement, please see attached:

1. Email from you dated 28 April 2017, specifically clause 4. This clause states that there is no agreement to extend travel beyond existing urban areas.
2. My letter to you dated 24 March 2017, specifically clause 5. This clause confirms that, as per custom and practice, travel allowances will continue to be paid in the cities of Dublin, Cork, Limerick, Waterford and Galway.

As can be seen from the above Tom, in all discussions between Unite,, TEEU and MEBSCA, we have made it clear that it is our intention to ensure travel allowances in the urban areas are included in the SEO for the mechanical sector.

Regards.

Jean

JEAN WINTERS | Director : Industrial Relations & Employment Services
CONSTRUCTION INDUSTRY FEDERATION | Canal Road | Dublin 6 | 01 406 6011 / 406 6000 |
www.cif.ie

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