

**AN EMPLOYMENT AGREEMENT REGISTERED IN THE REGISTER
OF
EMPLOYMENT AGREEMENTS**

ON 3rd February 2012,

UNDER SECTION 27 OF THE INDUSTRIAL RELATIONS ACT, 1946

REGISTERED EMPLOYMENT AGREEMENT

BETWEEN:-

**Irish Business Employers' Confederation,
Irish Contract Cleaning Association**

AND

Services, Industrial Professional and Technical Union

1 EMPLOYMENT AGREEMENT

This agreement is made between the Irish Business Employers' Confederation, Irish Contract Cleaning Association (hereinafter referred to as the Companies) and the SIPTU (hereinafter referred to as the Union).

2 PURPOSE

The purpose of this Agreement is to set forth terms and conditions of employment, to promote co-operation and good industrial relations between the Companies and the Union and to develop an orderly and harmonious relationship to the mutual advantage of the Companies, the Union and all employees. This REA has been established for a period of 6 months from the date of registration while the future of the JLC for the industry is determined. It is understood that for the duration of this REA neither party will seek to amend the terms.

3 SCOPE

WORKERS TO WHOM THIS SCHEDULE APPLIES

1. Workers employed in Contract Cleaning who are engaged on any of the following duties, that is to say:-

The cleaning of the interior of offices, shops, hospitals, factories, stores, apartment buildings and other similar establishments.

BUT EXCLUDING

(i) *Workers to whom an Employment Regulation Order made as a result of proposals received from another Joint Labour Committee applies.*

(ii) *Workers engaged on exterior structural cleaning.*

2. In this schedule "Contract Cleaning" means the cleaning of premises by companies engaged in whole or in part on the provision of cleaning and janitorial services in establishments such as hospitals, offices, shops, factories, stores, apartment buildings or similar establishments on a contract basis.

4. STATUTORY MINIMUM REMUNERATION AND CONDITIONS OF EMPLOYMENT

4.1 RATE OF REMUNERATION

€9.50 per hour.

4.2 ANNUAL HOLIDAYS

Depending on time worked, employees' holiday entitlements should be calculated by one of the following methods:-

(a) 4 working weeks in a leave year in which the employee works at least 1,365 hours (unless it is a leave year in which he or she changes employment).

(b) $\frac{1}{3}$ of a working week per calendar month that the employee works at least 117 hours.

(c) 8% of the hours an employee works in a leave year (but subject to a maximum of 4 working weeks).

Workers are entitled to a day's holiday or double time or a day off in lieu in respect of Good Friday.

Payment for Public Holidays shall be in accordance with Part III of the Organisation of Working Time Act 1997, exclusive of any qualifying number of hours required in that Act.

5 TERMS OF EMPLOYMENT

All Employers will, on request or within one month of the commencement of employment, provide each employee with a written statement of the employee's terms of employment, including:

- Name of worker
- PAYE Number
- PRSI Number
- Date of commencement of employment
- Day Month Year
- Name of Company
- Address of Company
- Pay, i.e. Weekly_____ Hourly_____ Bonus (if any)
- Pension scheme (if any)
- Hours of Work, i.e. Morning _____ Evening_____ Night_____
- Four weeks' notice of change in hours of work or payment in lieu of notice to be given to each employee
- Overtime, i.e. hours for which it will be paid, rate during weekdays, rate at week-ends and Sundays and Bank Holidays
- Shift Hours / Rate
- Rate
- Particulars of times and duration of rest periods and breaks
- Where Sunday working is part of the normal week's work, or regularly part of a roster, it will be included in Holiday Pay payment and will be calculated on the average of Sundays worked in the 13 weeks prior to the date of the employee's holidays.

6 OTHER CONDITIONS OF EMPLOYMENT

Nothing in this Registered Employment Agreement shall be taken to exclude, limit or be in any way inconsistent with the rights of any employee under any statutory enactment.

6.1 SICK PAY SCHEME:

The following Sick Pay Scheme will apply in each employment.

- Medical certificate to be submitted on the 3rd day of illness and on a weekly basis thereafter.
- No benefit to be paid for the first 5 working days of illness. Benefit will be paid in respect of certified illness only.
- **Benefit:** 20% of basic weekly rate for up to 6 weeks in any one rolling year, subject to the sum of all benefits i.e. both State and Company benefits (not including occupational injury benefit) not exceeding the individual's personal rate of weekly pay.
- **Contribution:** 0.5% of basic rate of pay for all employees.
- Employees may opt into the scheme at any time after their entry to employment. They may opt in or out of the scheme with effect from 1st January each year.

6.2 MINIMUM NOTICE

- Employees shall be entitled to the terms of the Minimum Notice and Terms of Employment Acts, 1973-1991, and these terms shall be stated in each contract of employment.
- In the case of a fixed term contract (e.g. temporary job), the date of termination of the contract will be stated.

6.3 BULLYING/HARASSMENT/GRIEVANCE/DISCIPLINARY PROCEDURES

- Each employer will include, in the conditions of employment, details of the procedure to apply in the event of issues arising in relation to bullying/harassment, grievance and discipline.
- In this regard the codes of practice contained in S.I. No. 17 of 2002 (Bullying in the Workplace), S.I. No. 78 of 2002, Employment Equality Act, 1998 (Code of Practice (Harassment) Order, 2002 and S.I. No. 146 of 2000 (Grievance and Disciplinary Procedures) are to be noted.

Dismissal

In the event of a dismissal, the procedures will include the warning stages to apply prior to dismissal and will make reference to verbal and written warnings and to the fact that, depending on the nature of the misconduct/performance, the preliminary stages of the procedures may be bypassed.

- In the event of a summary dismissal, no decision will be taken until this matter has been fully investigated by management.
- The procedures will also state that an employee may be represented, at any stage of the disciplinary procedure, by a colleague or Trade Union official of his/her choice. An employee may wish to challenge a dismissal to a Rights Commissioner, the Labour Relations Commission, the Labour Court, the Equality Authority or the Employment Appeals Tribunal or may pursue the matter under common law.

6.4 NEGOTIATION RIGHTS

Each Contract shall include the name of the member's Trade Union with negotiating rights in the Company where appropriate.

6.5 PROTECTION OF EMPLOYMENT

Employers in the industry will give all reasonable notice of impending redundancies to the workers concerned.

6.6 CONTINUITY OF EMPLOYMENT

Employers in the industry will give full consideration to the position of workers who are unemployed as a result of a change of contractor on a site.

6.7 MATERNITY LEAVE

All female employees in the industry shall be entitled to Maternity Leave in accordance with the provisions of the Maternity Protection Act, 1994.

Each employee who avails of Maternity Leave shall have the right to return to work on the same site in accordance with the provisions of the Act.

6.8 DISCLOSURE OF INFORMATION

Any Company requested will provide information on the date of termination of any contract which has been signed and, where the date of termination changes, the employee will be advised of such change. The workers' representative shall also be advised where such applies.

6.9 CHANGE OF ADDRESS

Any Company so affected shall notify employees of a change of name/address at least five days before the change is due. This information will also be conveyed to the workers' representative where appropriate.

6.10 CONTRIBUTIONS TO REVENUE COMMISSIONERS

On request from a worker, or his/her representative, employers will provide evidence of payment made to Revenue Commissioners and Department of Social Welfare on behalf of that worker.

6.11 DEDUCTION OF UNION DUES AT SOURCE

Each employer shall, on receipt of a written request from members, deduct union dues from workers' wages.

7 OVERTIME

Overtime rates shall be paid after 39 hours Monday to Friday or after contract hours if these are less.

- Time and one half for the first four hours and double time thereafter.
- Saturday overtime is at the rate of time and one half for the first four hours and double time thereafter.
- Sunday overtime be paid at the rate of double time for all hours worked.

8 DEATH-IN-SERVICE-BENEFIT

The following Death in Service Benefit will apply in each employment.

- Death-In-Service Benefit of €5,000.
- Eligibility for employees of 2 years continuous service.
- Benefit applicable from date of registration of this Agreement for all qualifying existing employees. All new employees will be added in January of each subsequent year following completion of qualifying period.
- Benefit available up to normal retirement age established in each Company.

9 JOINT INDUSTRIAL COUNCIL

A Joint Industrial Council has been established as part of the Agreement and its Terms of Reference, as set out in Appendix 1 of this agreement, have been registered with the Labour Court.

10 DISPUTE PROCEDURE

All disputes not involving matters of interpretation of this agreement, which are not resolved at the level of the enterprise, shall be referred to the Labour Relations Commission or a Rights Commissioner for resolution as appropriate.

Where the Rights Commissioner or Labour Relations Commission fail to resolve the matter the grievance shall be referred to the Labour Court.

- (a) No employee may take industrial action until after the rejection of a Labour Court Recommendation and then only after the expiry of at least 14 days written notice to the employer by the Union. All of the procedures set out in this rule must be exhausted before industrial action is taken.
- (b) Where a dispute has arisen within an enterprise and with the agreement of the parties the dispute may be referred to the NJIC for binding arbitration.

10.1 MATTERS OF INTERPRETATION

- (a) No stoppage of work, go slow, or lock-out shall take place in regard to any issue arising on the interpretation of these Rules.
- (b) Should a dispute arise in relation to the interpretation of any part of this Agreement the matter will be referred to the National Joint Industrial Council (NJIC) for resolution.
- (c) Any matter of interpretation not resolved at the NJIC shall be referred to the Labour Court for decision in accordance with Section 20 (2) of the Industrial Relations Act 1969.

11 DURATION OF AGREEMENT

This agreement will terminate six months from the date of registration.

Signed on behalf of:-

Irish Business Employers Confederation,

Mairead Crosby, IBEC

Irish Contract Cleaning Association,

Jim Dolan, ICCA

Services Industrial Professional Technical Union,

Owen Reidy, SIPTU

Services Industrial Professional Technical Union,

Gerry Flanagan, SIPTU

Dated: 16th December 2011

CONTRACT CLEANING INDUSTRY

JOINT INDUSTRIAL COUNCIL

Rules and Constitution.

Joint Industrial Council for the Contract Cleaning Industry

1. The Council is established to promote harmonious relations between Companies engaged in the Contract Cleaning Industry and the Cleaning Operatives employed by them for the carrying out of their business.
2. Membership of the Council is open to employees engaged in Contract Cleaning Industry, SIPTU officials and Contract Cleaning Employers.
3. The Council shall consist of 14 members and a Chairperson. An Official Secretary will be appointed and the Chairperson notified accordingly.
4. 7 Members shall be appointed by the Contract Cleaning Employers and 7 Members by SIPTU.
5. Side Secretaries, who shall be one of the members referred to in clause 4 above, shall be appointed by the employer representatives for the employer side and the employee representatives for the employee side. The Chairperson shall be notified of the name of the Side Secretaries appointed. A Side Secretary will hold their position at the discretion of the nominating body or until his/her resignation from the position.
6. If by reason of illness or other sufficient cause any member is unable to be present at a meeting of the Council the employers' or the workers' side as the case may be may nominate a deputy to attend the meeting and exercise all the functions conferred on the member by the constitution. The names of representatives appointed by the Employers side and the Employees side shall be notified to the Council.
7. The members shall hold office for so long as the nominating bodies shall think fit. Should any vacancy occur by resignation or otherwise, the vacancy shall be filled by the appointment to the Council of another member by the body which appointed the retired member.
8. Meetings of the Council shall be held as thought fit by the constituent bodies.
9. It will be the duty of a Side Secretary, in consultation with the Chairperson, and opposite Side Secretary, to summon meetings of the Council, to prepare the agenda of the meetings, which shall be circulated not less than 7 days before the meeting, to keep minutes of proceedings and generally to carry out the instructions of the Council and Chairperson in all matters relating to the proper working of the Council and the promotion of its objects.
10. The duties of a Side Secretary shall be to summon separate meetings of his/her side for the consideration of any matters to be brought before the Council. When a meeting of the Council is desired by either side the Secretary of that side shall notify the opposite Side Secretary of the Council and shall forward details of the business which that side desires to be put on the agenda of the meeting and the said meeting shall be called within fourteen days of receipt of request.

11. A quorum shall consist of the Chairperson and at least two on each side of the Council.
12. In pursuance of its objectives, the Council shall be the negotiating body in respect of wages and conditions of employment for all categories of staff covered by the Registered Agreement for the Contract Cleaning Industry.
13. In the event of a dispute arising between all or any of the members of the union represented on the Council and all or any of the individual firms represented on the Council by the employer organisation, point 10 and /or 10.1 of the REA will apply as appropriate given the nature of the dispute.
14. The Council shall have power to appoint a sub-committee to deal with any particular matter and such sub-committee shall report to the parent body.
15. The Council shall have power to alter this constitution by consent of the two sides of the Council but only at a special meeting summoned for the purpose and as a general rule amendments may only be made once every three years.

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Joint Industrial Council Members List:-

Employer Representatives:

Mairead Crosby (IBEC)
Jim Dolan (ISS)
Maeve Coffey (Noonan)
Jan Hayden (MITIE)
Patrick Cagney (CCC)
Avril McCarthy (Derrycourt)
Mary Horgan (Grosvenor)

Employee Representatives:

Owen Reidy (SIPTU)
Gerry Flanagan (SIPTU)
Brendan Carr (SIPTU)
Jerry Browne (SIPTU)
Joe O’Riordain (SIPTU rep Noonan)
Martin Brennan(SIPTU rep Momentum)
Barbara Molas (SIPTU rep Resource)

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Jim Dolan, ICCA

Services Industrial Professional Technical Union,

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Dated: 16th December 2011