

**DRAFT Proposals**

**SCHEDULE**

**PART 1**

**WORKERS TO WHOM THIS SCHEDULE APPLIES**

1. Workers employed by undertakings engaged in whole or in part on the provision of cleaning and janitorial services in, or on the exterior of, establishments including hospitals, offices, shops, stores, factories, apartment buildings, hotels, airports and similar establishments.

**BUT EXCLUDING**

- (i) Workers affected by any Employment Agreement, that is “an agreement relating to the remuneration or the conditions of employment of workers of any class, type or group made between a trade union of workers and an employer or trade union of employers or made, at a meeting of a registered joint industrial council, between members of the council representative of workers and members of the council representative of employees”
  - (ii) Workers to whom an Employment Regulation Order made as a result of proposals received from another Joint Labour Committee applies.
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, factories, Shops, stores, apartment buildings, hotels, airports and similar establishments on a contract basis.

**PART 11**

**STATUTORY MINIMUM REMUNERATION AND CONDITIONS OF EMPLOYMENT**

**SECTION 1 – RATE OF REMUNERATION**

**€9.50 per hour from the effective date of the Employment Regulation Order**

**€9.75 per hour – From 1<sup>st</sup> October, 2015 for 12 months**

## **Section 11 - ANNUAL HOLIDAYS**

- (a) 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) 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)
- (b) 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 Sunday's worked in the 13 weeks prior to the date of the employee's holidays.
- (c) Good Friday: Workers employed prior to 2<sup>nd</sup> August 2012 are to be paid for Good Friday in accordance with Part 111 of the Organisation of Working Time Act 1997, exclusive of any qualifying number of hours required in that Act. For persons employed after and including 2<sup>nd</sup> August 2012, Good Friday will be treated as a normal working day, except for those workers who have a contractual entitlement to payment for Good Friday. These workers will continue to be paid in accordance with Part 111 of the Organisation of Working Time Act 1997, exclusive of any qualifying number of hours required in the Act.
- (d) Payment for Public Holidays shall be in accordance with Part 111 of the Organisation of Working Time Act 1997

### **PART 111**

#### **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: \_\_\_\_\_

PPS Number: \_\_\_\_\_

#### **Date of commencement of employment**

Day \_\_\_\_\_ Month \_\_\_\_\_ Year \_\_\_\_\_

Name of Company: \_\_\_\_\_

Address of Company: \_\_\_\_\_

#### **Pay**

Weekly \_\_\_\_\_ Hourly \_\_\_\_\_ Bonus (if any) \_\_\_\_\_

Pension scheme (if any): \_\_\_\_\_

PRSA provider: \_\_\_\_\_

**Hours of work**

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**

Hours for which it will be paid: \_\_\_\_\_

Rate during weekdays: \_\_\_\_\_

Rate at week-ends and Sundays and Bank Holidays: \_\_\_\_\_

**Shift Hours**

Hours: \_\_\_\_\_

Rate: \_\_\_\_\_

Particulars of times and duration of rest periods and breaks: \_\_\_\_\_

**Certificate of Service**

Each Worker shall be entitled to request and receive from his/her employer a certificate of service showing the period of their employment and the accrued length of his/her service, once per annum. The outgoing contractor will provide to all employees a certificate of service in advance of a transfer of employment occurring.

**PART IV**

**OTHER CONDITIONS OF EMPLOYMENT**

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

**Existing Agreements**

This Employment Regulation Order does not affect in any way already existing agreements (if equal or better) be they local, national, official, or in company.

**SICK PAY SCHEME**

The following Sick Pay Scheme will apply in each employment.

- Medical certificate to be submitted on the 3<sup>rd</sup> 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 1<sup>st</sup> January each year.

### **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 - 2004.

Each employee who avails of Maternity Leave shall have the right to return to work on the same site, and only if that is not possible, to a suitable alternative site, in accordance with the provisions (sections 26 and 27) of the Act.

### **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 in accordance with the provisions of the Protection of Employees (Fixed Term Work) Act 2003.

### **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. N0 17 of 2002 (Bullying in the Workplace), S.I. No 78 of 2002 Employment Equality Act 1998 (Code of Practice) (Harassment) Order, 2002 & 2012 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.

- (a) All internal company procedures and appeals to be exhausted in the first instance in line with the Code of Practice SI. 146 of 2000.
- (b) The procedures will 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 the Workplace Relations Commission, the Labour Court, or may pursue the matter under common law.

### **Representation Rights**

Each employment contract shall include the name of the recognised Trade Union with representation and or negotiation rights in the Company where appropriate.

### **Protection of employment**

Employers in the industry will give all reasonable-notice of impending redundancies to the workers concerned in accordance with the legislation, i.e. Protection of Employment Act, 1977 (Notification of Proposed Collective Redundancies) Regulation 1977, Redundancy Payments Acts, 1967 – 2001 and the Minimum Notice and Terms of Employment Acts, 1973 – 1991.

### **Disclosure of Information**

Companies 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. Companies will give the information where reasonably practicable, not later than 30 days before the transfer is carried out and, in any event, in good time before the transfer is carried out.

### **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. Workers have a duty to notify their employer within a reasonable time period (two weeks) of any change of address to facilitate maintenance of proper employment records.

### **Contribution to Revenue Commissioners**

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

### **Deduction of Union Dues at source**

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

## **PART V**

### **OVERTIME**

Overtime rates shall be paid after 44 hours Monday to Sunday.

Hours of overtime carried out after 40 hours and up to 44 hours per week will be paid at flat rate. Notwithstanding an employer's right to reasonably request an employee to work overtime in particular circumstances, hours of overtime offered will be carried out on a voluntary basis by Employees, i.e. Workers can opt to carry out the work or not.

Any issues arising regarding unfair distribution of available overtime shall be raised by the worker under the Grievance procedure.

Where existing site arrangements are in place, they will remain as is unless changed by agreement

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

#### **Death-in-Service-Benefit**

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

- Death-in-Service Benefit of €5,000.
- Eligibility for an employee is 2 years continuous service in the cleaning industry.
- Benefit is applicable from date of registration of this Order for all qualifying existing employees. Employees will be added in January of each subsequent year following completion of qualifying period.
- Benefit payable up to the age the state pension becomes payable to the employee.

**This Employment Regulation Order will apply from the effective commencement date.**