

APPENDIX 5

THE LABOUR COURT

**COPY OF AN EMPLOYMENT AGREEMENT REGISTERED IN THE REGISTER OF
EMPLOYMENT AGREEMENTS ON 24TH SEPTEMBER, 1990, AS VARIED FOR THE
FOURTEENTH TIME WITH EFFECT FROM 11TH MAY 2007, BY ORDER OF THE LABOUR
COURT UNDER SECTION 28 OF THE INDUSTRIAL RELATIONS ACT, 1946.**

ELECTRICAL CONTRACTING INDUSTRY

EMPLOYMENT AGREEMENT

BETWEEN

ELECTRICAL CONTRACTORS ASSOCIATION

ASSOCIATION OF ELECTRICAL CONTRACTORS (IRELAND)

AND

**TECHNICAL ENGINEERING AND ELECTRICAL UNION
(FORMERLY THE ELECTRICAL TRADES UNION AND NATIONAL
ENGINEERING AND ELECTRICAL TRADE UNION)**

EMPLOYMENT AGREEMENT
(ELECTRICAL CONTRACTING INDUSTRY)

SCOPE

This agreement is made between the Electrical Contractors' Association, the Association of Electrical Contractors (Ireland) and the Technical Engineering and Electrical Union, all of whom together constitute the National Joint Industrial Council for the Electrical Contracting Industry.

This agreement will apply to all electricians who are engaged in the general electrical contracting industry and to their employers and to all electrical contractors engaged in the Industry. An electrical contractor is defined as the proprietor of a business whose main activity is the performance of electrical work on a contract or sub-contract basis for any third party.

Electrical work is defined as the installation, repair, commissioning or maintenance of electrical and electronic equipment, including the marking off and preparing for the wiring (whether temporary or permanent) of all electrical and/or electronic appliances and apparatus, fitting and erecting all controllers, switches, junction box distribution and other fuseboards and all electrical communications, bells, telephone, radio, telegraph, x-ray, computer and data cabling, instrumentation, fibre optics and kindred installations; fitting and fixing of metallic and other conduits, perforated cable tray and casing for protection of cables, cutting away of walls, floors and ceilings etc., for same; erection, care and maintenance of all electrical plant,

including generators, motors, oil burners, cranes, lifts, fans, refrigerators and hoists; adjustments of all controls, rheostats, coils and all electrical contacts and connections; wiring of chassis for all vehicles; erection of batteries and switchboards; erection of crossarms, insulators, overhead cables (LT and HT); fitting of staywires, brackets, lightning arrestors etc. and underground mains.

This agreement will not apply to employees in state and semi-state companies who are engaged in similar activities and are covered by other agreements. Neither will it apply to electricians and apprentices employed directly by manufacturing companies for the maintenance of those companies' plants.

1. STANDARD WORKING HOURS

The standard working week shall be 39 hours (from 1st August, 1990), 5 days Monday to Friday.

The working hours shall be 8.30 a.m. to 5 p.m. Monday to Thursday inclusive and 8.30 a.m. to 4 p.m. on Friday. Lunch period - half an hour.

Where on occasion, an official early start is required, no extra payment shall apply, but the normal finishing time after which overtime rates would apply, will be brought back by the same amount as was the starting time. The early start in this context is limited to an hour before normal starting time.

The above hours, including the lunch period, can be subject to variation by arrangement with the Union to suit transport or client's requirements etc.

2. WAGES

- (a) The hourly rates for electricians shall be as follows:-

From 1st April, 2007

1st Year out of time (Craft Basic Rate)	€20.74
After 1 year's service	€21.01
After 2 years' service	€21.15
After 3 years' service	€21.26
After 4 years' service	€21.38
After 5 years' service	€21.49

Apprentice Rates

1st Year	€ 6.22
2nd Year	€ 9.33
3rd Year	€13.48
4th Year	€16.59

The length of service is determined by the number of years an electrician has worked in the electrical contracting industry. This is what will be used to establish an electrician's position on the above pay scale.

Note: Electricians who commence work under this agreement having worked as an electrician outside the scope of the Agreement shall be paid the Craft Basic Rate.

For time worked 40 feet from the ground on ladders, hanging cradles or scaffolding and suchlike temporary or mobile staging, an extra payment of 8 cent per hour shall apply to the above rates.

- (b) Any person who loses employment within the scope of this agreement and who subsequently is re-employed will commence to be paid at the same point on the scale as when he/she ceased employment.

Any claims of unfair treatment arising out of any section of this Clause, may be considered under Rule 19 Grievance Procedure.

(c) **Chargehand**

An electrician in charge of two but not more than six electricians shall be paid a premium of 10% above his/her hourly rate.

Electricians who have been chargehands for 12 months or over should carry the Chargehand's rate for a further six months.

With regard to the continuation of chargehand rate, exceptional cases should be referred to the NJIC for individual ruling.

(d) **Foremen**

Any electrician on site in charge of more than six electricians shall be entitled to be paid an hourly premium which shall not be less than 20% above his/her hourly rate.

3. **PAYMENT OF WAGES**

- (a) In accordance with the Payment of Wages Act, 1991 it is agreed that payment of wages by cheque, credit transfer or other non-cash methods should be encouraged.
- (b) Where paid by cheque or other non-cash methods, wages shall be paid not later than 4 p.m. on Thursday and pay slips shall be enclosed.
- (c) Where paid in cash, wages shall be paid not later than 4 p.m. on Friday.
- (d) Where a non-cash method of payment is used, an employer must produce Banker's reference of ability to pay for inspection by a Trade Union official upon receipt of one day's notice of intent to inspect from that official.

4. **OVERTIME RATES**

(a) ***Monday to Friday***

Normal finishing time to 12.00 midnight - time plus a half.

Midnight to normal starting time - double time.

(b) ***Week-ends***

Midnight Friday to normal starting time Saturday - double time. Normal starting time to 12.30 p.m. Saturday - time plus a half. 12.30 p.m. Saturday to normal starting time Monday - double time.

(c) ***Planned Overtime***

Where men/women are notified beforehand to report for work on Saturday morning at normal starting time, a minimum of 4 hours work at time plus a half will be guaranteed.

(d) ***Statutory Public Holidays***

Double time for time worked in addition to payment for statutory holidays.

(e) ***Rest Intervals***

Where an electrician works overtime after 12.00 midnight he/she shall be entitled to an 8-hour rest period without loss of pay.

Where more than 2 hours overtime is worked a 10 - 15 minutes paid break shall be given.

(f) ***After Hour Calls***

Minimum pay for calls between normal finishing time and midnight shall be 2 hours at the appropriate overtime rate of time plus a half (home to home). After midnight three hours at double time (home to home).

Normal starting time after 12.00 midnight on Friday is 8.30 a.m. on Monday.

(g) ***Special Late Start***

Where for short fixed periods hours are required to differ considerably from those set out in Rule 1, rates will be as follows:-

When starting time is before 1.00 p.m. - 8 hours at time and a quarter.

When starting time is after 1.00 p.m. - 8 hours at time and one third.

(h) ***Bazaar Work***

Single time rates for standing by; normal rates for erection and dismantling.

(i) ***Shift Work***

All time worked on Contractors' jobs in three continuous shifts shall be paid at the following rates:-

From 8.00 a.m. to 4.00 p.m. and from 4.00 p.m. to 12 midnight - time and a quarter.

From 12 midnight to 8.00 a.m. - time and a third.

(j) ***Church Holidays***

If a contractor receives notice from the client of objection to working on church property during Church Holidays, the contractor shall endeavour to provide suitable alternative employment for the employee concerned.

Where this is not feasible the employee shall be paid a normal day's wages. Where provision has been made to compensate the employer for Church Holidays, no alteration of the employment shall occur, and a normal day's wages shall be paid by the contractor.

5. NOTICE

- (a) Notice shall be in accordance with the Minimum Notice and Terms of Employment Act, 1973.
- (b) For those employed less than 13 weeks, 8 hours' notice shall be given of termination of employment or 8 hours' pay in lieu thereof.
- (c) An electrician newly engaged shall be paid at least one day's wages.
- (d) In the case of dismissals, it is recognised that in the circumstances of the industry, it is the prerogative of management to take a decision in any particular case. This however, does not affect the right of trade unions to invoke the agreed disputes procedure in any particular case.

6. STARTING ON SITE

- (a) Where within a distance of 11 miles by road from the shop, an electrician starts on site instead of in the shop, travelling time shall be paid in accordance with the following scale:-

over 4 up to 5 miles	-	a quarter hour per day
over 5 up to 6 miles	-	a half hour per day
over 6 up to 7 miles	-	three quarter hours per day
over 7 up to 8 miles	-	one hour per day
over 8 up to 9 miles	-	one and a quarter hours per day
over 9 up to 10 miles	-	one and a half hours per day
over 10 up to 11 miles	-	one and three quarter hours per day

- (b) And in addition where the distance from the shop exceeds half a mile and the employer does not provide transport, he/she may pay the bus fares which would ordinarily be incurred for the journey each way. As an alternative he/she may provide where feasible, a reduced cost commuter ticket or cash equivalent, provided the employee is given reasonable advance notice.

7. COUNTRY WORK

Jobs shall be done on a country work basis when the distance of the job from the shop precludes (in the employer's opinion) working from shop or in site in accordance with Rule 1.

- (a) The ordinary hours of work, subject to alteration on particular sites by mutual agreement, shall be 8.30 a.m. to 5.30 p.m. with one hour, 1 p.m. to 2 p.m. for dinner, Monday to Thursday inclusive. On Friday normal finishing time will be 4.30 p.m.
- (b) Overtime to be in accordance with Rule 4.
- (c) As from 1st April 2007, €168.26 (7 days) shall be paid to cover maintenance. If the week's work is completed in 5/6 days, full subsistence of €168.26 will be paid.

The Subsistence Allowance shall be increased on 1st April, each year, by the percentage increase in the Consumer Price Index from Mid November of the previous year to the previous Mid November.

The amount shall be reviewed independently every 3 years in December, the intention being that any new amount agreed shall be effective from 1st January the following year.

- (d) For absences of 4 nights or less working in the country, lodging expenses shall be paid if accounted for to the satisfaction of the employer.
- (e) Travelling time where payable shall be at basic rate only.
- (f) For the purpose of visiting home, return standard rail fare or bus fare plus 2 hours each way to place of ordinary employment which shall be interpreted as being the Company shop shall be allowed once in 7 weeks when the job is over 40 miles and up to 100 miles away. Over 100 miles return standard rail or bus fare plus 4 hours each way shall be allowed also once in 7 weeks.
- (g) On temporary or other termination of employment due to certified illness, rail fare to place of ordinary employment shall be allowed, if required or payment for lodging expenses up to two weeks if certified unfit to travel.

8. **TRADE UNION MEMBERSHIP**

All foremen, chargehands, and electricians employed by the ECA and the AECI hereafter called the employer bodies shall be or become members of the TEEU hereafter called the Union and must hold current union cards. The Union will not unreasonably refuse membership subject to their own rules and regulations.

Union delegates with written authority from the union shall be entitled to visit jobs and shops during working hours.

Qualified electricians must be over 20 years of age and able to produce references providing not less than 5 years of employment in general contracting work or in accordance with the National Apprenticeship Training Rules.

9. TOOLS

- (a) Each electrician shall provide himself/herself with a full kit of tools and keep in efficient order comprising: -

Tool box and lock

2 Screw drivers

Electrician's pliers - insulated

Side cutting pliers - insulated

Long nose pliers - insulated

2m Steel tape

Large hacksaw

Junior hacksaw

Stillson, vice grips or slip joint pliers

Universal rawlplug tool

Wood chisel

Tonging chisel

Pad Saw

Hammer

Cold chisel 9" X 5/8"

Centre punch

Square

Plumb bob and line

Level

2 Philips screwdrivers

Set of open spanners 8 - 19 mm

Test lamp/Voltage tester (other than neon phase-tester)

Knife

- (b) Where an electrician's tools are lost, the employer will contribute to the cost of replacement subject to the following conditions:-
- (i) The maximum total contributed by the employer will be €101.58 or 50% of the cost of the replacement whichever is the lesser.
 - (ii) It applies only in the case of a break-in (burglary) or fire at a site "lock-up".
 - (iii) It would apply only in the case of tools lost by electricians while actually physically working for the employer.
 - (iv) It would apply only to electricians.
 - (v) The tools must be replaced shortly after the time of the loss or theft.
 - (vi) The employer has the discretion to give the employee a loan to cover his/her contribution to the cost of replacement and the terms of the loan will be at the discretion of the employer.
 - (vii) As well as notification by the employer to the Garda Síochána or the Insurance Company where appropriate, the employee must notify his/her trade union and submit the claim through the trade union.

- (viii) The Scheme applies only to full-time electricians who are in benefit with their unions at the time of the loss.
- (ix) The employer has the right to purchase the tools, or at his/her discretion to have sight of receipt for the purchase of them.
- (x) Employers shall have the right to check an electrician's tool kit at the time of his/her engagement and thereafter to conduct periodic checks.
- (xi) Claims of €12.70 or less do not come within the terms of the Scheme.

10. ANNUAL LEAVE

Statutory Holidays shall be in accordance with the Organisation of Working Time Act, 1997. Annual leave, 21 days, will be taken as follows: -

- (a) 2 weeks in Summer
- (b) 4 days at Christmas
- (c) 1 day on Good Friday
- (d) 6 days at agreed times during year.

The NJIC shall fix annually the latter 6 days leave. Annual leave at (b), (c) and (d) above, may be altered by local agreement.

11. LABOURERS

The Labourers shall not perform work usually carried out by electricians. They may be employed to dig trenches, handle ladders, scaffolding etc., and assist electricians laying heavy cables. They shall not help electricians running conduit, casing, cables, etc., or in any way, in regard to Rule 12, take the place of an apprentice.

12. ELECTRICIAN'S WORK

Marking off and preparing for and wiring (whether temporary or permanent) of all electrical and/or electronic appliances and apparatus fitting, fixing and erecting all controllers, switches, junction section distribution and other fuseboards and all electrical communications, bells, telephone, radio telegraph, x-ray, computer and data cabling, instrumentation, fibre optics, and kindred installations, fitting and fixing of metallic and other conduits, perforated cable tray and casings for protection of cables, cutting away of walls, and floors and ceilings for same.

Erection care and maintenance of all electrical plant, including generators, motors, oil burners, cranes, lifts, fans, refrigerators and hoists. Adjustment of all controls, rheostats, coils and all electrical contacts and connections. Wiring of chassis for all vehicles, erection of batteries and switchboards. Erection of crossarms, insulators, overhead cables (L.T. and H.T.). Fitting of stay wires, brackets, lightning arrestors, etc., underground mains.

13. **APPLICATION OF SHOP CONDITIONS**

- (a) The following is the definition of shops:-

Premises which are used for the purpose of general electrical trading as distinct from one contract or one or more contracts upon any site.

All employees must be informed in writing as to where their shop is. Where an employer has more than one shop, he/she shall specify in writing to all new employees, which shop is to be regarded as their place of employment. All conditions in this agreement shall be applied to employees on the basis of the specified place of employment unless and until that is changed by mutual written agreement.

- (b) Local men/women who offer themselves for employment on a country site shall, if engaged, be paid at the prevailing rate.

Subsistence shall not be paid and hours shall be in accordance with Rule 1.

- (c) When required by the employer to travel between the shop and the job men/women shall be paid travelling time at basic rate and fares.
- (d) Any employer who has not got a shop or premises as defined in Clause (a) above in the Republic of Ireland, shall pay travelling time and fares from the appropriate GPO.

14. SPARE TIME WORK

No member of the Union may for monetary consideration carry out electrical work on his/her own account or in his/her spare time, while employed, the possession by the employer of a man's/woman's RSI form being regarded as evidence that he/she is in employment.

15. APPRENTICES

(a) Apprentice rates shall be as follows:-

1st year	-	30% of craft basic rate
2nd year	-	45% of craft basic rate
3rd year	-	65% of craft basic rate
4th year	-	80% of craft basic rate

(b) Subsistence allowance shall be paid under the same terms and conditions as for electricians under Rule 7.

(c) Overtime shall be paid in accordance with Rule 4.

(d) Travelling time shall be paid in accordance with Rule 6.

(e) The apprentice shall not be sent to work on his/her own during the first 33 months. No more than 2 apprentices of 1st, 2nd or 3rd year grades shall be employed on the same job under the supervision of one electrician.

(f) After 33 months an apprentice will be entitled to carry out repair work. He/she may also be employed on minor installations on his/her own.

- (g) After 42 months an apprentice may be entitled to the assistance of a junior apprentice for such work as the drawing in of cables.
- (h) An apprentice shall be eligible to join the trade union but shall not be eligible for full membership until the apprenticeship has been fully served.
- (i) No employer shall employ an apprentice to work and no member of the union shall work with any person who does not hold a registration card. It is understood that an apprentice undergoing his/her initial 6 months probationary period is exempt from this provision.

16. EQUAL TREATMENT

The Union agrees to maintain these rules with all other Associations or individuals doing similar work. The employers on their part agree that they will not make any agreement altering the Rules with any other Association or individual engaged in the Electrical Contracting Industry.

17. SITE FACILITIES, ALLOWANCES AND SAFETY PRECAUTIONS

The employers shall make all necessary arrangements with the clients for reasonable facilities for workers by providing safe working conditions, canteen, wash-up, toilet and drying facilities for clothing which shall not be less than those laid down by the Factories Acts.

18. **PROTECTIVE CLOTHING**

If requested by the employee, the employer will provide 50% of the cost of one pair of overalls and one pair of safety boots, once per year.

The employee will purchase the items, provide a receipt and will make the items available for inspection when purchased.

Where the employer purchases the items he/she will make the receipt available for inspection by the employee or trade union official, and will recover the employee's contribution by whatever means they have mutually agreed.

19. **GRIEVANCE PROCEDURE**

The following are the steps, and the time within which they will be taken, when a grievance arises:-

1. Man/woman and/or shop steward to take up with man/woman in charge on site within first day.
2. Man/woman and shop steward to take up with employer before end of second working day.
3. Shop steward to take up with union before end of sixth working day.
4. Union to take up with employer before end of seventh working day.
5. Union and employer to take up with NJIC before end of fourteenth working day.

6. NJIC to issue its findings before end of twenty first working day.
7. Where NJIC fails to agree, the grievance shall be referred to the Labour Court or a Rights Commissioner as appropriate.

By agreement the procedures may be adopted as binding arbitration on all parties to the NJIC.

No industrial action by either party shall take place until after the rejection of a Labour Court or Rights Commissioner's Recommendation and then only after the expiry of at least 14 days written notice to the employer.

Grievances arising from the employment of non-union labour or the imminent closure of an employment need not be subject to this clause. In normal circumstances all of these procedures will be exhausted before industrial action is taken.

No stoppage of work, go slow, or lock-out shall take place on the interpretation of these Rules. The findings of the NJIC shall be binding on all parties in respect of these rules.

Shop stewards must hold a credential card from the trade union.

20. UNOFFICIAL STRIKES

In the event of unofficial strikes occurring, neither the union nor management will negotiate until there is a resumption of normal work. The union will make every effort to bring about a resumption as soon as possible. Where the appropriate Association(s) and trade union agree, a trade union official shall go to the particular site as soon as possible to obtain a resumption of normal work.

21. **DEMARCATIION**

Where demarcation issues arise, work will continue as directed by management, subject to observance by them of Rule 12, until the issue is decided by the NJIC or the Demarcation Tribunal of the ICTU.

22. **SICK PAY SCHEME**

(a) A Sick Pay Scheme equal in benefits to that required by the terms of the Registered Agreement for the Construction Industry to be implemented for all employees over 20 years of age. The Scheme to be a contributory one and each employee must serve a qualifying period of one month with a firm before he/she would be entitled to benefit.

(b) A Sick Pay Scheme equal in conditions, benefits and contributions to that operated by the Construction Industry will apply for apprentices. The Scheme shall be a contributory one.

(c) ***Bereavement Leave***

A maximum of 3 days' paid leave will be allowed in the case of bereavement of close relatives. The employer will be notified as soon as possible of the bereavement. The term close relative means, spouse, parent, child, brother or sister.

23. PENSION AND MORTALITY SCHEME

A Pension and Mortality Scheme equal in conditions and benefits to the terms of the pension and mortality scheme of the Registered Agreement for the Construction Industry to be provided for all employees between the age of 20 and 65 years. In this connection each employee between the age of 20 and 65 years to be entered in the Construction Federation Pension and Mortality Scheme. Under the terms of this Scheme each employee is entitled to one pension scheme stamp per week to be fixed to his/her pension card (while in the employment of the firm) by his/her employer. The Scheme is contributory and the cost of each stamp is to be borne jointly by the employer and the employee. The responsibility of seeing that stamps are fixed when due rests with the employer.

24. PROVISION FOR VARIATION

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

25. WAGE REVIEW

The wages payable in the electrical contracting industry shall be determined annually by reference to an agreed set of analogue companies which shall be lodged with the Chair of the NJIC. This shall be the sole method of wage determination.

In September, 1998, and each September thereafter, the analogue increase will be determined in accordance with the formula below, and shall be paid on and from the first of April of the following year. The analogue increase shall be calculated as follows:-

1. The top hourly rates on 1st September each year in each of the agreed analogue companies will be established.
2. The average of these companies will be calculated.
3. The difference between this average and 0.89 of the top NJIC hourly rate (i.e. after 5 years' service) will be calculated and expressed as an amount of cent per hour.
4. This number of cent per hour will be added to each point on the electrician's scale. This will produce the new scale, which will be applied from 1st April, of the following year.
5. The apprentice rates will be calculated as per Rule 15, in this case, the "craft basic rate" is taken to mean the "1st year out of time rate".

SIGNED ON BEHALF OF:-

ELECTRICAL CONTRACTORS' ASSOCIATION - TERRY McEVOY

ASSOCIATION OF ELECTRICAL CONTRACTORS (IRELAND) -

DESMOND FLOOD

TECHNICAL ENGINEERING AND ELECTRICAL UNION -

FINN LAWLESS