

Employment Conditions in Europe: Eire

EMPLOYMENT CONDITIONS IN EUROPE: EIRE

A Guide to Employment Law, Collective Bargaining Structures
and Social Insurance in the Construction Industry of Eire

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Employment Conditions in Europe Task Force

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DISCLAIMER

Every effort has been made to ensure that the contents of this report are accurate, and the advice it contains appropriate, at the date of going to press.

However the report provides general guidance only and users of it should always check with their own advisers before taking action based upon it.

Consequently the ECI is not responsible for any acts or omissions arising from use of the report.

CONTENTS

SOURCES OF EMPLOYMENT LAW

	Page
1 Minimum Notice and Terms of Employment Act, 1973	1
2 Holidays (Employees) Act, 1973	3
3 Anti-Discrimination (Pay) Act, 1974	6
4 Protection of Employment Act, 1977	8
5 Maternity Protection of Employees Act, 1981	11
6 Redundancy Payments Acts, 1967 to 1991	15
7 Payment of Wages Act, 1991	19
8 Unfair Dismissals (Amendment) Act, 1993	21
9 Terms of Employment (Information) Act, 1994	24

COLLECTIVE BARGAINING STRUCTURE

A Managerial, Technical, Clerical and Other Staff	27
B Manual Employees (Operatives)	27
B.1 Building and Civil Engineering	27
B.1.1 Registered Employment Agreement (Construction Industry Wages and Conditions of Employment.)	29
B.1.2 Registered Employment Agreement (Construction Industry Pensions Assurance and Sick Pay.)	37
B.2. Engineering Construction	38
B.3. Electrical Contracting	38
B.4. Heating and Ventilating	46

	Page
APPENDIX 1 Social Insurance Arrangements	51
APPENDIX 2 Useful Addresses	55
 TASK FORCE MEMBERS	 56

Employment Conditions in Europe: Eire

Addendum No 1 - June 1997

Page 29 B.1.1.1 Wage Rates

Substitute for Clause B.1.1.1 the following:

B.1.1.1 Wage Rates

Wage Rates - incorporating the daily supplement - for the construction industry are as follows:

Wage Rates	From 1/4/97 Hourly Rate (pence/hour)
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Construction craftsmen	637.12
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Construction apprentices:

	<u>% of craft rate</u>	
1st year	33 1/3	212.37
2nd year	50	318.56
3rd year	75	477.84
4th year	90	573.41

Construction operatives:

	<u>% of craft rate</u>	
Grade 1	91	579.78
Grade 2	88	560.67
Grade 3	85	541.55
Grade 4	80	509.70

Juvenile construction operatives:

16 years (40% of Grade 4)	203.88
17 years (50% of Grade 4)	254.85

B1.1.6. Subsistence Allowance (country money) is £94.49 per week for 5, 6 or 7 days from 1st November 1996.

Substitute for first section of B.3.2 the following:

The hourly rates for Electricians as from 1st July 1997 are as follows:

	£	
1(a)	6.7456	1st year out of time
1(b)	6.8863	1st year out of time - Having passed one part Senior Trades Exam
1(c)	7.0270	1st year out of time - Having passed both parts of Senior Trades Exam
2	7.2110	2nd year out of time
3	7.3084	3rd year out of time
4	7.3842	4th year out of time
5	7.4708	5th year out of time
6	7.5466	6th year out of time

Apprentices

	£	
1st year	2.0237	30% of craft basic rate
2nd year	3.0355	45% of craft basic rate
3rd year	4.3846	65% of craft basic rate
4th year	5.3965	80% of craft basic rate

Allowances

Meal allowance	Abolished
Tool allowance	Abolished
Country money	£90.57 / week

Any claims of unfair treatment arising out of any section of this clause, could be considered under Rule 19 of the Registered Employment Agreement, Grievance Procedure.

Delete 2nd paragraph; the tool allowance has been incorporated into the hourly rate.

Substitute for the first section of this clause the following:

The hourly rate of wages paid, as from 1st July 1997, is as follows:

Craftsmen	Basic rate	£6.5305
Apprentices	1st year (30%)	£1.9592
	2nd year (45%)	£2.9387
	3rd year (65%)	£4.2448
	4th year (90%)	£5.2244

Other allowances and payments remain as specified but are being re-negotiated.

SOURCES OF EMPLOYMENT LAW

The principal conditions of employment of employees in EIRE are covered by statutes as outlined below:

1. Minimum Notice and Terms of Employment Act, 1973;
2. Holidays (Employees) Act, 1973;
3. Anti-Discrimination (Pay) Act, 1974;
4. Protection of Employment Act, 1977;
5. Maternity Protection of Employees Act, 1981;
6. Redundancy Payments Acts, 1967 to 1991;
7. Payment of Wages Act, 1991;
8. Unfair Dismissals (amendment) Act, 1993;
9. Terms of Employment (information) Act, 1994;

a brief summary of which follows:

1 MINIMUM NOTICE AND TERMS OF EMPLOYMENT ACT, 1973

1.1 The Purpose of the Act

The Act sets out to do two things. Firstly, it lays down minimum periods of notice to be given by employers and employees when terminating a contract of employment; secondly it gives the employees the right to have information about the terms of their employment set out in writing.

1.2 Who is Covered by the Act?

The Act applies to most employers and employees normally working twenty one hours a week or more for the same employer. There is no income limit. The Act does not apply to workers employed for less than 21 hours a week by the same employer; or a number of other specialist categories none of whom will be employed in the construction industry.

1.3 What is the Period of Notice?

If an employee has been in "continuous service" with the same employer for at least **thirteen weeks**, he/she is entitled to a minimum period of notice before dismissal by the employer. The prescribed period varies according to length of service as follows:

Length of Service	Minimum Notice
Thirteen weeks to two years	One week
Two years to five years	Two weeks
Five years to ten years	Four weeks
Ten years to fifteen years	Six weeks
More than fifteen years	Eight weeks

1.4 Employer's Right to Notice

An employer is entitled to at least one week's notice from an employee who has been employed by him/her for 13 weeks or more and who proposes to give up his/her job.

1.5 What Is "Continuous Service"?

An employee's service is regarded as "continuous" unless he/she is either dismissed or voluntarily leaves his/her job. Continuity of service is not usually affected by strikes, lay-offs or lock-outs nor by dismissal followed by immediate re-employment. The transfer of a trade or business from one person to another does not break continuity of service and in such cases an employee's service with the new owner includes continuous service with the previous owner. However, for the purpose of this Act, an employee who claims and receives redundancy payment in respect of lay-offs or short-time is considered to have left his/her employment voluntarily.

1.6 Calculation of Period of Service

Every week in which an employee is expected to work at least twenty-one hours counts in calculating length of service. Absences of up to twenty-six weeks between consecutive periods of employment count as periods of service if due to lay-offs, sickness or injury, or when taken by agreement with the employer. A week, or part of a week, when an employee was locked out by his/her employer, or when he/she was absent from work due to a trade dispute in another business, also counts when calculating periods of service. However, any period during which an employee has been absent from work due to taking part in a strike relating to the business in which he/she is employed, does not count.

1.7 Waiving Right to Notice or Accepting Pay in Lieu

Any provision in a contract of employment for shorter periods of notice than the minimum periods stipulated in the Act has no effect. The Act does not, however, preclude an employer or employee from waiving his/her right to notice or accepting payment in lieu of notice.

1.8 Misconduct

The Act does not affect the right of an employer or an employee to terminate a contract of employment without notice due to the misconduct of the other party.

1.9 Appeals Tribunal

Disputes about the right to notice, length of service, calculation of continuous service or dismissal due to misconduct should firstly be referred to the Department of Labour, Conditions of Employment Section, Davitt House, Mespil Road, Dublin 4. An Appeals Tribunal, which includes representatives of employers' and workers' bodies,

may investigate a dispute and give a decision on it. The Tribunal may, in certain circumstances, award compensation to an employee whose employer has not given him/her proper notice, or who has not paid him/her properly during the period of notice.

1.10 Terms of Employment

An employee may require to be supplied with a written statement of the terms of his/her employment. The information may include:

- the date on which employment commenced;
- details of pay, including overtime, commission and bonus and the methods of calculating them;
- whether pay is to be weekly, monthly or otherwise;
- conditions about hours of work and overtime;
- holiday entitlements;
- sick pay arrangements and pension schemes, if any;
- periods of notice or, if the contract of employment is for a fixed time, the date when it expires.

An employer has a month in which to supply this information either in a written statement or in a document which is readily accessible to the employee (such as an Employment Regulation Order of the Labour Court, or an employment agreement registered with the Labour Court). In the case of new employees, the employer must provide the information about terms of employment within one month after commencement of employment.

Failure to provide such information is an offence punishable by a fine of up to £25.00.

2 HOLIDAYS (EMPLOYEES) ACT, 1973

2.1 Purpose of the Act

The Act provides that most employees are entitled to three weeks' annual holidays for each "leave-year" with pro-rata entitlements for periods of employment of less than a year. The Act also provides for entitlements in respect of public holidays.

2.2 Qualifying Conditions and Annual Leave Entitlements

A "leave year" means a year beginning on 1st April. It applies to all employees covered by the Act.

In order to qualify for annual leave, an employee must have worked for the employer at least 120 hours in a calendar month. To qualify for 3-weeks holiday he/she must have worked the required hours in each of the 12 months of the leave year. Fewer months' work entitle the employee to proportionately less leave.

Where an employee on annual leave furnishes appropriate medical evidence that he/she is ill, the period covered by that evidence shall not be counted as part of his annual leave.

If board and/or lodgings is part of the employee's remuneration he/she may opt not to take his holidays, provided he receives double pay.

2.3 Times of Annual Leave

The time at which annual leave may be taken is determined by the employer provided that he/she consults the employee or his/her trade union at least one month beforehand and that the leave is taken either during the current leave year or within six months after it ends.

2.4 Pay for Annual Leave

The pay for annual leave must be given in advance and must be at the normal weekly rate, calculated as follows:

- (a) where payment is calculated wholly by a time rate or at a fixed rate or salary, or where it does not vary in relation to the work done - the sum (including any regular bonus or fixed allowance but excluding pay for overtime), payable in respect of normal working hours in the working week **next** before annual leave;
- (b) in any other case - a sum equivalent to the average weekly earnings (excluding pay for overtime) for normal hours, calculated by reference to the earnings in respect of the time actually worked, during the 13 weeks immediately preceding the annual leave or otherwise the 13 weeks ending on the day on which time was last worked.

Where board and/or lodgings is part of remuneration, holiday pay shall include compensation for any board or lodgings not received.

2.5 Compensation for Holidays when Employment Ceases

Where an employee ceases employment and annual leave is due to him/her, the employer shall pay him/her compensation at the rate of one quarter of his normal weekly remuneration for each calendar month during which the employee worked at least 120 hours (110 hours if under 18 years).

Where employment on a day-to-day basis ceases and no annual leave is due to an employee, his employer shall pay him/her compensation consisting of one and one quarter day's pay provided the employee has, during the 30 days ending on the day before the employment ceased, worked at least 120 hours (110 hours if under 18 years).

2.6 Public Holiday Entitlements

The Act provides for entitlement to five public holidays. It also empowers the Minister for Labour to declare by regulations that additional days should be public holidays. A list of the public holidays is provided in Paragraph 2.10.

In respect of each public holiday, an employee is entitled to:

- (a) a paid day off on the holiday, or
- (b) a paid day off within a month, or
- (c) an extra day's annual leave, or
- (d) an extra day's pay,

as the employer may decide.

An employee who is on sick leave continues to enjoy the entitlements set out above, in relation to public holidays.

Where the employment ceases during the five weeks ending on the day before a public holiday and the employee has worked at least 120 hours (or 110 hours if under 18 years) the employer shall pay him an extra day's pay.

2.7 Church Holidays

A church holiday may be substituted for a public holiday (except Christmas or St. Patrick's Day) provided that the employer gives the employee notice of the substitution at least 14 days beforehand. A list of the church holidays which may be substituted is given in paragraph 2.11.

2.8 Records and Inspectors

An employer must keep and retain, for at least three years, whatever records are necessary to show that the Act is being complied with. Inspectors appointed by the Minister for Labour are empowered to enter the employers premises and examine records and question persons for the purposes of ensuring compliance with the Act. Any person who obstructs an Inspector is guilty of an offence. Other offences include a failure to give annual leave and failure to pay monies due.

2.9 Offences

Offences under the Act are punishable by fines of up to £25 for the first offence and up to £50 for the second or subsequent offences.

Prosecutions may be brought by the Minister for Labour. Where an employer is found guilty, he/she may, in addition to being fined, be ordered by the Court to pay to the employee whatever money may be due to him/her under the Act.

2.10 Public Holidays

The public holidays mentioned in paragraph 2.10 are:

- (a) the 1 January (New Year's Day), if falling on a week-day or, if not, the next day;
- (b) St. Patrick's Day, if falling on a week-day or, if not, the next day;
- (c) Easter Monday;
- (d) the first Monday in May;
- (e) the first Monday in June;
- (f) the first Monday in August;
- (g) the first Monday in October;
- (h) Christmas Day, if falling on a week-day or, if not, the next Tuesday;
- (i) St. Stephen's Day, if falling on a week-day or, if not, the next day.

2.11 Church Holidays which may be Substituted for Public Holidays

The church holidays mentioned in paragraph 2.12 are:

- (a) January 6, except when it falls on a Sunday;
- (b) Ascension Thursday;
- (c) the Feast of Corpus Christi;
- (d) August 15th, except when it falls on a Sunday;
- (e) November 1st, except when it falls on a Sunday;
- (f) December 8th, except when it falls on a Sunday.

3 ANTI-DISCRIMINATION (PAY) ACT, 1974

3.1 Purpose of the Act

The Act came into force on 31 December 1975 and aims to ensure that men and women receive equal treatment in regard to pay. It does this by:

- establishing the right of a woman to equal pay for like work; and
- providing the means for the enforcement of that right.

The Act applies to men as well as women (Section 11). Consequently, any reference to the right of a woman to equal pay with a man is to be understood as also including the right of a man to equal pay with a woman.

3.2 The Right to Equal Pay - What it Means

A woman has the right to be paid the same rate of remuneration (cash and kind) as a man who is employed on **like work** by the same employer or an associated employer (Section 2(1)).

For the purpose of equal pay claims, the comparison which a woman may draw between her work and that of a man is limited to men employed by the same employer - or by an associated employer as defined in Section 2(2) - in a work place or work places located in the same city, town or locality. However, in a comparison involving associated employers, the employees concerned must have common terms and conditions of employment (Section 2(1)).

The Act does not prevent the payment of different rates of remuneration provided the differentiation is not because of the sex of the employee. For example, service pay could be a legitimate basis for differentiation.

3.3 Enforcement

The Equality Officers of the Labour Court investigate disputes about equal pay entitlements and issue recommendations. For the purpose of carrying out investigations, the Equality Officers are empowered to enter premises, examine records and seek information.

A woman who believes she has a right to equal pay but whose employer does not agree with her, may refer the matter to an Equality Officer for investigation and recommendation. Equally, an employer may refer a dispute to an Equality Officer. A trade union or an employer organisation may act on behalf of the woman or the employer in making the reference.

The Employment Equality Agency, established under the Employment Equality Act, 1977, may refer a case to an Equality Officer for investigation where it appears to the Agency that an employer has failed to comply with the Act and where it is not reasonable to expect the employee to make the reference.

3.4 Appeals to the Labour Court

Either party may appeal to the Labour Court against the recommendation of the Equality Officer, or for a determination that the recommendation has not been implemented. The appeal must be lodged in the Labour Court not later than 42 days from the date of the Equality Officer's recommendation.

3.5 Award of Arrears of Remuneration

In addition to imposing a fine on the employer, a court of law may award the employee the same arrears of remuneration as she would be entitled to recover under her equal pay claim. However, the maximum period for the calculation of arrears is limited to three years counting backwards from the date on which the claim was submitted to the Equality Officer.

3.6 Dismissal on Specified Grounds is an Offence

It is an offence for an employer to dismiss any person solely or mainly because she/he has sought equal pay or has engaged in any lawful action (or has threatened such action) in pursuance of her/his rights under the Act or has given evidence in any equal pay proceedings.

Any person alleging dismissal for any of these reasons may take proceedings in a court of law or complain to the Labour Court.

3.7 Other Legislation against Discrimination

The Employment Equality Act, 1977 makes it unlawful to discriminate on grounds of sex or marital status in the recruitment of employees, in conditions of employment, in training, in work experience or in opportunities for promotion.

The Employment Equality Agency is an independent body set up under the Employment Equality Act. Its functions are:

- to work towards the elimination of discrimination in relation to employment,
- to promote equality of opportunity in employment between men and women generally,
- to keep under review the working of the Anti-Discrimination (pay) Act, 1974, and the Employment equality Act, 1977.

The Agency's address is Davitt House, Mespil Road, Dublin 4.

4 PROTECTION OF EMPLOYMENT ACT, 1977

4.1 Purpose of the Act

The main purpose of the Act is to give greater protection to groups of workers faced by redundancy. It ensures that their representatives receive prior notification and are consulted beforehand by their employer. The Act also provides that an employer must notify the Minister for Labour of the proposed redundancies and then delay their implementation until 30 days have elapsed.

4.2 What is a Collective Redundancy?

A collective redundancy means the dismissal for redundancy reasons over any period of 30 consecutive days of at least:

- (a) five persons in an establishment normally employing more than 20 and less than 50 employees,
- (b) ten persons in an establishment normally employing at least 50 but less than 100 employees,

- (c) ten percent of the number of employees in an establishment normally employing at least 100 but less than 300 employees,
- (d) thirty persons in an establishment normally employing 300 or more employees.

4.3 Who is Covered by the Act?

The Act applies to all persons in employment in an establishment normally employing more than 20 persons. It does not apply to employees engaged under a contract for a fixed term or for a specified purpose except where the collective redundancies are effected before the completion of such term or purpose; or to persons who lose their employment through bankruptcy, winding-up proceedings or for any other reason as a result of a court decision.

4.4 Consultations with Employee's Representatives

The Act provides that an employer contemplating collective redundancies must, with a view to reaching an agreement, consult the representatives of the employees affected at the earliest opportunity and in any event at least 30 days before the first dismissal takes effect. The consultations must cover:

- (a) the possibility of avoiding the proposed redundancies or of reducing their number or consequences,
- (b) the basis for deciding which particular employees will be made redundant.

The employer must also give the following information in writing to the employees' representatives:

- (i) the reasons for the proposed redundancies,
- (ii) the number, descriptions of categories of employees whom it is proposed to make redundant,
- (iii) the number of employees normally employed'
- (iv) the period during which it is proposed to effect the proposed redundancies.

4.5 Notification to Minister for Labour

Where an employer proposes to create collective redundancies, he/she must give the Minister for Labour written notice of his/her proposals at the earliest opportunity and at least 30 days before the first dismissal takes effect.

The proposed collective redundancies must not take effect before the expiry of the period of 30 days beginning on the date of the notification to the Minister. The particulars to be specified in this notification must include the following:

- (i) the name and address of the employer, indicating whether he/she is a sole trader, a partnership or a company;
- (ii) the address of the establishment where the collective redundancies are proposed;
- (iii) the total number of persons normally employed at that establishment;
- (iv) the number and descriptions or categories of employees whom it is proposed to make redundant;
- (v) the period during which the collective redundancies are proposed to be effected;
- (vi) the reasons for the proposed redundancies;
- (vii) the names and addresses of the employees' representatives consulted about the proposed redundancies;
- (viii) the date on which those consultations commenced and the progress achieved to date of notification.

The employer must also give the Minister copies of all the written information supplied to the employees' representatives.

4.6 Enforcement

In order to seek solutions to the problems posed by the proposed redundancies, the Minister may request the employer concerned to enter into consultations with him or an authorised officer of the Department of Labour. The employer will be expected to supply all such relevant information as may reasonably be required.

An employer is obliged to keep all necessary records to show that the Act is being complied with. The records must be retained for at least three years.

Authorised Officers, appointed by the Minister for Labour, will have powers of inspection and investigation for the purpose of ensuring compliance with the Act.

4.7 Offences

An offence will be committed where an employer fails:

- (i) to consult the employees' representatives 30 days before the first redundancy or to supply them with the necessary information;
- (ii) to give the Minister for Labour 30 days prior notice in writing of the proposed collective redundancies;
- (iii) to delay the collective redundancies for 30 days following that notification;
- (iv) to permit an authorised officer to carry out his inspection duties under the Act;
- (v) to keep the necessary records.

Offences under the Act may be prosecuted by the Minister for Labour. On conviction by the courts, the maximum fine for the offences at (iii) above is £3,000. For each of the other offences, the maximum fine is £500.

5 MATERNITY PROTECTION OF EMPLOYEES ACT, 1981

5.1 Purpose of the Act

The Act came into force on 6 April, 1981 and its purpose is to provide maternity protection for employees who are expecting a baby. It does so by giving them certain legal rights, the main ones being:

- (a) the right to take maternity leave (Paragraph 5.4);
- (b) the right to take additional maternity leave (Paragraph 5.6);
- (c) the right to return to work; (Paragraph 5.8)
- (d) the right to take time off from work for ante-natal and post-natal care in accordance with Regulations made under the Act (Paragraphs 5.3 and 5.9);
- (e) the right to protection of their jobs during maternity leave, additional maternity leave and time off for ante-natal and post-natal care (Paragraph 5.10).

Disputes or appeals concerning these rights may be referred to a rights commissioner or to the Employment Appeals Tribunal - see Paragraph 5.11 below.

The Department of Social Welfare is responsible for payment during maternity leave for employees who fulfil the required contribution conditions.

5.2 Who is Covered by the Act?

The Act applies to female employees (including probationers, trainees and apprentices) in employment - whether permanent or temporary - which is insurable for the purpose of the Social Welfare code, and who ordinarily work for 18 hours or more per week for the one employer. There is no service qualification for any of the legal rights given under the Act.

The Act does not apply to women in an employment which is not insurable for the purpose of the Social Welfare code, e.g. employment by a close relative. The Act also excludes out-workers and employees who work, under a contract or otherwise, for a fixed term either of less than 26 weeks or of which there are less than 26 weeks still to run. (A woman employed on a temporary basis, in insurable employment, would be covered by the Act - provided of course there were at least 26 weeks of her contract left to run when she was claiming her entitlement under the Act).

5.3 Right to take Time Off for Ante-natal Care

Regulations have been made under the Act which entitle female employees to take time off from work for the purposes of ante-natal care (and post-natal care as well - see Paragraph 5.9 below). An Information Note on the Regulations is available from the Department of Labour, Dublin 4. Essentially an employee must give her employer *written* notice about taking the time off at least 2 weeks beforehand on each occasion and except in the case of the first appointment, produce her appointment card (or other appropriate document) if requested to do so.

5.4 Right to take Maternity Leave

The Act entitles expectant female employees to take 14 consecutive week's maternity leave. Of the 14 weeks, an employee must take at least 4 weeks before the end of the week in which her baby is due, and 4 weeks after that week. The remaining 6 weeks may be taken before or after the birth as she wishes. Examples of possible combinations are given in the Explanatory Leaflet for Employers and Employees (pp. 4-5) issued by the Department of Labour, Dublin 4.

An employee's right to take maternity leave does not depend on her returning to work afterwards. To exercise her right, there are two things which must be done:

- (i) her employer must be notified *in writing*, at least 4 weeks before she intends to go on maternity leave; and
- (ii) at the time of notification, the employer must be given a medical certificate confirming the employee's pregnancy and indicating the expected week of her confinement.

Compliance with this certificate is essential. An employee who fails to satisfy these two requirements loses her entitlement, not only under this Act, but also to the new Maternity Allowance from the Department of Social Welfare.

5.5 Payment during Maternity Leave

During maternity leave taken in accordance with the Act - including any extension of it on account of a late birth - employees who satisfy the contribution conditions will be entitled to claim the new Pay-Related Maternity Allowance which was set up under the Social Welfare (Amendment) Act, 1981, and which is administered by the Department of Social Welfare. This is referred to as Scheme B on that Department's Claim Form.

5.5.1 Contribution Conditions

The contribution conditions are set out in the Act's Explanatory Leaflet for Employers and employees (pp. 7-8), published by the Department of Labour, Dublin 4.

5.5.2 Duration and Rate of Allowance

The new maternity allowance is payable for a basic period of 14 weeks, with a possibility of extension of this period in certain cases of late birth. The amount payable is 80% of the employee's gross earnings in the relevant income tax year. This allowance is tax-free and, in addition, the employee may benefit from a tax refund or tax credit. In general, the Allowance is designed to approximate to normal take-home pay, taking into account the value of tax refund. There is a minimum payment adjusted every year to take account of trends in female earnings.

5.6 Additional Maternity Leave (unpaid)

An employee may take up to 4 consecutive weeks' additional maternity leave immediately after her maternity leave, even where that has been extended for a late birth, (She does not need to specify any reason for taking this leave). The employer is not obliged to pay an employee during additional maternity leave.

An employee who chooses to take additional maternity leave must ensure that her employer is notified, *in writing*, not later than 4 weeks before the end of her maternity leave.

5.7 Employment Rights during Maternity Leave and Additional Maternity Leave

During maternity leave an employee is deemed to be in the employment of her employer. Her employment rights - e.g. annual leave, increments, seniority - whether they are conferred on her by statute (i.e. Acts), under the terms of her contract or otherwise, are preserved and continue to build up as if she were not absent from work. It must not be counted against any other leave - such as annual leave or sick leave - to which an employee is entitled. Where an employee is in receipt of the new Maternity Allowance from the Department of Social Welfare during maternity leave, there is no onus on her employer to pay her as well.

Additional maternity leave is not counted as reckonable service and this will affect those of her employment rights which are calculated on the basis of reckonable service. As in the case of maternity leave, additional maternity leave must not be counted against any other leave to which an employee is entitled.

5.8 Right to Return to Work

The Act does not oblige an employee who has taken maternity leave (and additional maternity leave) to return to work afterwards. However, if she does wish to return, the Act entitles her to do so. To exercise this right, the necessary prior *written* notification and confirmation procedures must have been carried out at every stage. In addition to those already mentioned prior notice of an employee's intention to return to work must be given, *in writing*, to her employer (or to his/her successor) not later than 4 weeks before the date on which she expects to return.

An employee's return to work with her employer or his/her successor after maternity leave or additional maternity leave will be to the job she held immediately before her absence, *or* to its equivalent. (If she returns to an equivalent job, this must not entail a change in the nature of her work, in her grade or in the place in which she was employed). Her contract will be the same one, or an identical one where a new owner has taken over during her absence.

5.8.1 Change of Ownership

An employee does not lose her right to return to work where there has been a change of ownership of the undertaking in which she was employed before she went on maternity leave.

5.8.2 Probation, Training and Apprenticeship

On return to work after maternity leave or additional maternity leave, a probationer, trainee or apprentice must complete whatever period of her probation, training or apprenticeship had not expired before she took the leave.

5.9 Right to take Time Off for Post-natal Care

Regulations made under the Act entitle employees to take time off from work for the purpose of post-natal care. The appointments must take place in the period of 14 weeks immediately after the birth of the baby. An employee must give her employer *written* notice about taking the time off at least 2 weeks beforehand.

5.10 Protection of the Employee's Job

Where an employee is absent from work in accordance with the Act or with Regulations made under the Act, her job is protected during her absence.

The Act deems the dismissal of an employee, solely or mainly because of the exercise of the legal rights given to her under it, to be an unfair dismissal for the purposes of the Unfair Dismissals Act, 1977.

5.11 Disputes and Appeals about Entitlements under the Act

Disputes concerning entitlement under the Act may be referred by either party to a rights commissioner or the Employment Appeals Tribunal (EAT). An information note on the Regulations is available from the Department of Labour, Dublin 4.

5.12 Maternity Leave Agreements and the Act

The passing of the Act does not necessarily mean that maternity leave agreements between employers and employees (or their representatives) are cancelled:

The Act brings any provision of an agreement, which is less favourable to an employee than her legal right, automatically into line with the relevant provision of the Act. Provisions in an agreement which are as favourable as, or more favourable than, an employee's legal rights are not affected. Examples are provided in the Act's Explanatory Leaflet for Employers and Employees (p. 15), published by the Department of Labour, Dublin 4.

6 REDUNDANCY PAYMENTS ACTS, 1967 TO 1991

6.1 Summary

The redundancy payments Acts, 1967 to 1991, basically provide as follows:

- (i) An employee with 104 weeks continuous service who is normally expected to work at least 18 hours per week (or not less than 8 hours per week in the case of a regular part-time employee as defined in Paragraph 6.4(1)) whose employment is terminated because of redundancy is entitled to a redundancy lump-sum payment. A redundancy situation arises in general where an employee's job no longer exists and he/she is not replaced.
- (ii) The lump-sum is payable by the employer direct to the employee and the amount of the payment is related to the employee's length of service with that employer and to his/her normal earnings (up to a maximum fixed at 1994 at £300.00 per week) prior to redundancy.
- (iii) An employer who makes a lump-sum payment to an employee will be entitled to a rebate of 60% provided he/she has given the employee two weeks' notice.
- (iv) The Employment Appeals Tribunal deals with disputes.

A Guide to the Redundancy Payments Scheme, is available from the Department of Labour and contains the time-table for dealing with redundancies. Appendix F contains the timetable for dealing with redundancies.

6.2 Employees Covered

The Acts covers employees who meet the following requirements:

- (i) are between the ages of 16 and Old Age Pension age, currently 66 years of age;
- (ii) they are in insurable employment or were in such employment at any time in the four years prior to redundancy and they are normally expected to work for 18 hours or more per week for the same employer (except as provided for in (iii) below);
- (iii) regular part-time employees are normally expected to work not less than 8 hours per week for the same employer, are not required to be insurable for all benefits under the Social Welfare Acts but are obliged to comply with the other requirements set down for full-time employees.

6.3 Employee's Right to a Redundancy Lump-sum Payment

An employee who is covered by the Acts is entitled to a redundancy payment in the event of:

- (i) dismissal by reason of redundancy or is laid off or kept on short-time for a minimum period; and
- (ii) has been continuously employed by the same employer for two years (104 weeks) or more after attainment of the age of 16 years.

An employee who would have had 104 weeks' continuous employment if his employer had not dismissed him without giving the period of notice due under the Terms of Employment (Information) Act, 1994 may, by order of the Tribunal, be entitled to redundancy payment.

6.4 Notice of Redundancy

An employer, who, for redundancy reasons intends to dismiss an employee with at least 104 weeks' service with him/her must give the latter notice in writing (Form R.P. 1) of the proposed dismissal. This notice must be given at least two weeks before the date on which the dismissal is due to take effect. A duplicate of the notice fully completed, must be sent to the Department of Labour at the same time as it is given to the employee. Failure to comply with these

requirements leaves an employer open to a penalty of a fine of up to £300.00.

6.5 Time-off to Look for Work

An employee is entitled, during the two weeks of redundancy notice period, to reasonable paid time-off to look for new employment or to make arrangements for training for future employment.

6.6 Redundancy Certificate

An employee who is dismissed by reason of redundancy or who is entitled to a redundancy payment arising from a claim due to lay-off or short-time must be given a redundancy certificate (Form R.P. 2) by his/her employer. Non-compliance with this requirement leaves an employer open to a fine of up to £300.00. The employer must also send a fully completed copy of each Redundancy Certificate - bearing original signatures - to the Department of Labour with his claim for rebate of lump-sum.

6.7 Right to a Redundancy Lump-sum Payment by Reason of Lay-off or Short-time

An employee may be entitled to a redundancy payment if he/she has been laid off or kept on short-time for a certain period. No question of a redundancy payment can arise, however, until the employee has been laid off or kept on short-time for either or both four consecutive weeks or for a broken series of six weeks where all six fall within a 13-week period. In determining whether the employee has the minimum periods of lay-off or short-time of four consecutive weeks or a broken series of six weeks in a period of thirteen weeks, no account will be taken of any week for which an employee is laid off or kept on short-time wholly or mainly as a result of a strike or lock-out. It does not matter if the strike or lock-out is in the industry in which the employee is employed or not or whether it is in this country or elsewhere.

6.8 Employees Working Abroad

(a) An employee who ordinarily works outside the State of Eire will not be entitled to a redundancy payment unless domiciled in the State before being sent abroad and unless:

- (i) he/she was back within the State on the date of his/her dismissal, or
- (ii) he/she was not afforded a reasonable opportunity by his/her employer of returning home before that date.

(b) In calculating continuous employment, any period spent abroad in the service of the employer will be regarded as time spent in the service of that employer within this State.

6.9 Calculation of Redundancy Lump-sum Payments

When a qualified employee has been dismissed because of redundancy, or has terminated his/her contract as a result of lay-off or short-time, his/her employer must pay him/her a lump-sum. The amount of the lump-sum is calculated as follows:

- (a) a half week's pay for each year of employment continuous and reckonable between the ages of 16 and 41 years;
- (b) a week's pay for each year of employment continuous and reckonable over the age of 41 years;
- (c) in addition, the equivalent of one week's normal pay subject to the statutory ceiling.

6.10 The Social Insurance Fund

With effect from 1 May, 1990, the Redundancy and Employers' Insolvency Fund was amalgamated with the Occupational Injuries Fund and the Social Insurance Fund to form an enlarged Social Insurance Fund. The rate of contributions to this fund may be varied from time to time.

An employer who has made a lump-sum payment to a qualified employee may obtain a rebate from the Social Insurance Fund at the rate of 60% of the lump-sum if the minimum period of two weeks notice of dismissal is given to the employee.

If an employer fails to comply with any provision concerning redundancy notice, the Minister for Labour may, at his/her discretion, reduce the amount of rebate payable to that employer to 40% of the lump-sum.

6.11 The Employment Appeals Tribunal

The Tribunal consists of a legally qualified Chairman, a number of vice-Chairmen and ordinary members. The ordinary members as well as the Chairman and vice-Chairmen are appointed by the Minister for Labour - half of the ordinary members are nominated by the organisation representative of trade unions and half are nominated by a body or bodies representative of employers. The Chairman may direct that the Tribunal act by division. A division consists of either the Chairman or a Vice-Chairman and two ordinary members (of whom one is a trade union representative and the other, an employer's representative).

The Tribunal may require persons to attend before it and to give evidence on oath. Its decision on any dispute is final and conclusive except that a person dissatisfied with its decision may appeal to the

High Court on a question of law. The following are the matters on which disputes are referable to the Appeals Tribunal:

- (a) lump-sum payments to workers and rebates to employers;
- (b) decisions given by Deciding Officers;
- (c) what constitutes continuous employment, whether dismissals were due to redundancy, or whether offers of alternative employment were reasonable;
- (d) compliance with notices required under the Act;
- (e) matters arising from the deaths of either employees or employers, and
- (f) whether an employee is entitled to be regarded as a regular part-time employee as defined under the Worker Protection (Regular Part-Time Employees) Act, 1991.

The Tribunal also deals with disputes relating to the Minimum Notice and Terms of Employment Acts, 1973 to 1991, the Unfair Dismissals Act, 1977 and 1991, the Maternity Protection of Employees Acts, 1981 and 1991, the Protection of Employees (Employers' Insolvency) Acts, 1984 to 1991 and the Worker Protection (Regular Part-Time Employees) Act, 1991.

A separate explanatory leaflet on the Employment Appeals Tribunal is available from the Department of Labour.

7 PAYMENT OF WAGES ACT, 1991

This Act came into operation on 1 January, 1992 and sets out the rights and obligations of employers and employees.

7.1 Summary of the Act and its Scope

7.1.1 Main Provisions

- (a) The key employee rights established in the Act are:
 - a readily negotiable mode of wage payment,
 - a written statement of wages, and
 - protection against unlawful deductions from wages.
- (b) Any employee who has had an unlawful deduction made from wages has a right of complaint to a Rights Commissioner. Employers or employees can appeal from a decision of a Rights Commissioner to the Employment Appeals Tribunal.
- (c) Observation of the Act's provisions are ensured by "Authorised Officers" appointed by the Minister for Labour. The Minister may prosecute any party for an offence under the Act. The

maximum fine on summary conviction is £1,000 for each offence.

7.1.2 Categories of Employee covered by the Act - Section 1

The protections provided in the Act apply to any person:

- working under a contract of employment or apprenticeship,
- employed through an employment agency or through a subcontractor, and
- in the service of the State.

7.2 Modes of Wage Payments

7.2.1 Main Legally Acceptable Modes of Wage Payment - Section 2(1)

The Act specifies a range of legally acceptable modes of wage payment, as follows:

- Cheque drawn on any of the commercial banks or a Trustee Savings Bank
- Bank Draft
- Payable Order issued by a Minister of the Government, a public authority etc.
- Warrant
- Postal Order issued by or drawn on An Post
- Money Order
- Paying Order
- Warrant
- Credit transfer to an account specified by the employee
- Cash

7.3 Right to a Written Statement of Wages - Section 4

Employers must give a written statement of wages to every employee with every payment of wages or, when wages are paid by credit transfer, as soon as possible after the transfer has taken place.

7.4 Deductions from Wages and Payments to Employer - Section 5

The Act allows an employer to make the following deductions (or receive the following payments) from the wages of an employee:

- any deduction (or payment) required or authorised by law (e.g. PAYE or PRSI),
- any deduction (or payment) required or authorised by a term of the employee's contract (e.g. occupational pensions scheme contributions),
- any deduction agreed to in writing in advance by the employee (e.g. trade union subscription).

Non-payment of wages or any deficiency in the amount of wages properly payable by an employer to an employee on any occasion will be regarded as an unlawful deduction from wages unless it is attributable to an error of computation.

7.5 Complaint Procedure for Unlawful Deductions - Section 6

In case of an unlawful deduction (or payment) from wages by an employer, an employee may complain to a Rights Commissioner within 6 months of the date of deduction (or payment). In exceptional circumstances, the Rights Commissioner may extend the period up to a further 6 months.

If the Rights Commissioner finds a complaint well-founded, he/she shall order the employer to pay compensation.

7.5.1 Compensation in the Civil Courts - Section 6(3)

An employee may obtain an award, in respect of an unlawful deduction, either before a Rights Commissioner or before the Courts but not before both.

7.6 Monitoring Compliance with the Act

Authorised officers appointed by the Minister for Labour monitor compliance with the Act. They have power to enter premises, inspect documents and take copies of them and to require the giving by any person of relevant information. Any person who impedes and obstructs an authorised officer in the performance of his/her duties will be guilty of an offence and will be liable on summary conviction to a fine not exceeding £1,000.

Further information can be obtained on the Act from the Information Unit, Department of Labour, Davitt House, 65A Adelaide Road, Dublin 2.

Copies of the Explanatory Booklet for Employers and Employees may be obtained from the Information Unit.

8 UNFAIR DISMISSALS ACT, 1993

The Act came into force on 1st October 1993.

8.1 Purpose of the Act

The purpose of the Act is to protect employees from being unfairly dismissed from their jobs by laying down criteria by which dismissals are to be judged unfair and by providing an adjudication system and redress for an employee whose dismissal has been found to be unjustified.

8.2 Who is Covered?

In general the Act applies to all construction industry employees who have had at least a year's continuous service with the same employer, except those who have reached normal retirement age.

In considering which employees are covered by the provision of the Act, regard must also be had to the special provisions contained in paragraph 3.14 of the 1977-91 Act.

8.3 Burden of Proof

The Act provides that every dismissal of an employee will be presumed to have been unfair unless the employer can show substantial grounds justifying the dismissal.

8.4 Justification

To justify a dismissal, an employer must show that it either resulted from one or more of the following causes or that there were other substantial grounds for the dismissal:

- (a) the capability, competence or qualifications of the employee for the work he/she was employed to do;
- (b) the employee's conduct;
- (c) redundancy;
- (d) the fact that continuation of employment would contravene another statutory requirement.

8.5 Unfair Dismissals

Dismissals will be unfair under the Act where it is shown that they resulted wholly or mainly from any of the following:

- (a) fixed-term/specified purpose contracts (p.2);
- (b) use of agency workers (p.6);
- (c) sexual orientation (p.8);
- (d) age (p.9);
- (e) being a member of the travelling community (p.10);
- (f) lockout/strike/industrial action (p.10);
- (g) the employee's trade union membership or activities, either outside working hours or at those times during working hours when permitted by the employer;
- (h) religious or political opinions;
- (i) race or colour;
- (j) legal proceedings against the employer where the employee is a party or a witness;
- (k) unfair selection for redundancy (see Paragraph 3.14(e) of 1977-91 Act);
- (l) pregnancy (see Paragraph 3.14(f) of 1977-91 Act).

Note: The Act contains special provisions in relation to (a) and (b) above to prohibit the abuse of fixed term contracts and agency relationships.

8.6 Redress for Unfair Dismissal

Where an employee has been unfairly dismissed, the Rights Commissioner, the Employment Appeals Tribunal or the Circuit Court can, depending on the merits of the case, award either:

- (i) re-instatement in his/her old job, or
- (ii) re-engagement in his/her old job or in a suitable alternative job on conditions which the adjudicating bodies consider reasonable, or
- (iii) financial compensation within a maximum of two years pay.

8.7 Actions at Common Law

An employee can, if he/she wishes, still take an action in the Courts to recover damages at common law for wrongful dismissal. However, he/she must choose between a common law action and a claim under this Act. If action in the Courts is taken, the matter cannot be brought to a Rights Commissioner or the Employment Appeals Tribunal and vice versa.

8.8 Written Notice of Reasons for Dismissal

An employer who has dismissed an employee must, if asked, give the latter, in writing, within 14 days, the reasons for his/her dismissal. However, in the hearing of a claim for unfair dismissal, account may be taken of any other substantial grounds which would have justified the dismissal.

8.9 Notice of Dismissal Procedures

The Act is not intended to replace dismissal procedures within an undertaking and these can take their course before a claim is initiated under the Act. In order to ensure full recognition of these procedures, where they exist, the employer must give a written notice of any agreement on dismissal procedures which exist between him/her and a trade union or of any procedures which have been established by custom and practice, to every employee within 28 days of starting work. Similarly, any alterations in these procedures must be notified in writing within a 28 day period. These requirements are satisfied if, for example, this information is incorporated in a staff hand-book or similar publication given to each employee when he/she takes up employment.

It is in the employer's own interest to have a clear and comprehensive set of procedures governing dismissals and to ensure that employees are fully conversant with these procedures.

8.10 Forms

For forms connected with the Act apply to the Department of Labour, local offices of the National Manpower Service or Employment Exchanges.

9 TERMS OF EMPLOYMENT (INFORMATION) ACT 1994

The Act came into operation on 16 May, 1994.

9.1 Purpose of the Act

The purpose of the Act, which came into operation on 16 May, 1994, is to implement an EU Directive which requires employers to provide a written statement to employees setting out particulars of the employee's terms of employment.

9.2 Who is Covered by the Act

The Act applies to any person:

- working under a contract of employment or apprenticeship;
- employed through an employment agency; or
- in the service of the State.

However, the Act does not apply to a person who is normally required to work for the employer for less than 8 hours a week or who has been in the continuous service of the employer for less than one month.

In the case of agency workers, the party who pays the wages is the employer for the purposes of this Act and is responsible for providing the written statement.

9.3 Main Provisions

An employer must provide his/her employee with a written statement of the particulars of the employee's terms of employment and must notify the employee of any changes in the particulars as given in the statement.

9.4 Existing Employees and New Employees

In the case of contracts of employment entered into on or after 16 May, 1994, the written statement of particulars must be provided within two months of the date of commencement of employment. In the case of employees whose employment commenced before 16 May, 1994, the

written statement must be provided by the employer within two months of being requested to do so by the employee.

9.5 Complaints Procedure

The Act provides a right of complaint to a Rights Commissioner where an employer fails to provide a written statement in accordance with the terms of the Act or fails to notify the employee of changes to the particulars contained in the statement. There is a right of appeal by either party to the Employment Appeals Tribunal from a recommendation of a Rights Commissioner.

9.6 Complaints to Rights Commissioner

9.6.1 Referral of Complaints

An employee may present a complaint to a Rights Commissioner if it appears that his/her employer has failed to provide a full and accurate written statement of the particulars of the terms of employment or has failed to notify the employee of any changes to the particulars in the statement.

9.6.2 Rights Commissioner's Recommendation

The recommendation of the Rights Commissioner shall do one or more of the following:

- (a) declare that the complaint was or was not well-founded;
- (b) confirm all or any of the particulars contained or referred to in the written statement; alter or add to the written statement for the purpose of correcting any inaccuracy or omission in the statement, in which case the written statement - as added to or amended by the Rights Commissioner - shall be deemed to have been given to the employee by the employer;
- (c) order the employer to give the employee a written statement containing such particulars as may be specified by the Rights Commissioner;
- (d) order the employer to pay the employee compensation of a maximum of 4 weeks remuneration.

9.6.3 Time Limit for Bringing Complaints

An employee may bring a complaint at any time during his/her employment and for up to 6 months from the date of termination of employment.

9.7 Enforcement

An employer or employee may appeal to the Employment Appeals Tribunal from a recommendation of a Rights Commissioner. The

appeal should be made within 6 weeks of the date on which the Rights Commissioner communicated the recommendation to the parties.

The Tribunal will give the parties an opportunity to be heard and to present any evidence relevant to the appeal. The Tribunal will then issue a determination which may affirm, vary or set aside the recommendation of the Rights Commissioner.

There are provisions for appeal to the High Court if necessary.

Failure to appear before the Employment Appeals Tribunal where a subpoena is served and/or failure to produce documentation is an offence liable, on summary conviction, to a fine of up to £1,000.

COLLECTIVE BARGAINING STRUCTURE

A MANAGERIAL, TECHNICAL, CLERICAL, AND OTHER STAFF

There is no national agreement covering staff in the above categories.

B MANUAL EMPLOYEES (OPERATIVES)

B.1. Building and Civil Engineering

The principal terms of the building and civil engineering industries' Registered Employment Agreement are negotiated by the Construction Industry Federation (formerly the Federation of the Builders, Contractors and Allied Employers of Ireland). The fact that this agreement is 'registered' means that the rates of pay and conditions it contains are legally binding on all firms carrying out work in Eire which is in scope, and on their employees, whether or not the firms are parties to the agreement.

Representation on the employers side is by: Construction Industry Federation (CIF).

Representation on the employees side is by:

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 Wood cutting 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.

There are two complementary Registered Employment Agreements:

Registered Employment Agreement (Construction Industry Wages and Conditions of Employment), and Registered Employment Agreement (Construction Industry Pensions Assurance and Sick Pay).

These Agreements apply to the following Class of Workers:

(a) Craftsmen:

Bricklayers, Stonelayers,
Carpenters and Joiners,
Floor layers (Dublin County Borough and County and Bray Urban District),
Glaziers,
Painters,
Plasterers,
Plumbers,
Slaters and Tilers,
Stonecutters,
Wood cutting Machinists,
Apprentices to the foregoing Craftsmen,

(b) Lorry Drivers (Dublin County Borough and County and Bray Urban District),

(c) Labourers (i.e. General Operatives),

who are employed by Building or Civil Engineering Firms. For the purpose of these Agreements a Building Firm means a firm the principal business of which is one or a combination of any of the following activities:

- the construction, reconstruction, alteration, repair, painting, decoration and demolition of: buildings, 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 buildings;
- the clearing and laying out of sites for buildings and construction of foundations of such sites;
- the construction, reconstruction, repair and maintenance of all sewers, drains and other works for use in connection with sanitation of building or the disposal of waste, boundary walls, railings and fences for the use, protection or ornamentation of buildings, roads and paths;
- the manufacture, alteration, fitting and repair of articles of worked stone (including rough punched granite and stone) granite, marble, slate and plaster; and

a Civil Engineering Firm means a firm the principal business of which is one, or a combination of any of the following activities:

- 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;
- river works, dams, weirs, embankments, breakwaters, moles, works for the purpose of road drainage or the prevention of coastal erosion;
- cattle markets, 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;
- the painting or decoration of poles, masts, standard pylons for telephone, telegraph, radio communication and broadcasting;
- 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, playgrounds, racecourses and greyhound racing tracks, but excluding the sowing of grass seed on such grounds.

Provision for the Variation of these agreements:

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

B.1.1 Registered Employment Agreement (Construction Industry Wages and Conditions of Employment)

B.1.1.1 Wage Rates

Wage Rates - incorporating the daily supplement - for the construction industry are as follows:

Wage Rates	From 31/3/94 Hourly Rate (pence/hour)	From 1/9/94 Hourly Rate (pence/hour) 2%	From 1/9/95 Hourly Rate (pence/hour) 2%
Construction craftsmen	583.75	595.43	607.34

Construction apprentices:

	<u>% of craft rate</u>			
1st year	33 1/3	194.58	198.48	202.45
2nd year	50	291.88	297.71	303.67
3rd year	75	437.81	446.57	455.50
4th year	90	525.38	535.88	546.60

Construction operatives:

	<u>% of craft rate</u>			
Grade 1	91	531.21	541.84	552.68
Grade 2	88	513.70	523.97	534.46
Grade 3	85	496.19	506.11	516.24
Grade 4	80	467.00	476.34	485.87

Juvenile construction operatives:

16 years (40% of Grade 4)	186.80	190.54	194.35
17 years (50% of Grade 4)	233.50	238.17	242.94

B.1.1.2 Normal Week

The normal working week of the classes of workers specified above is thirty nine hours.

B.1.1.3 Guaranteed Week

Where a worker in any pay week throughout the year has performed work for his employer and has kept himself available for work throughout the normal working hours of each working day of the week, but has been prevented by reason of inclement weather from working for part of that week then he receives 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 other than official plus payments for machine operators and less the appropriate rate of taxation)".

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

B.1.1.4 Annual Leave

In each leave year, twenty one days annual leave are given to the employees covered by this Agreement in accordance with the Holidays (Employees) Act, 1973, as follows:

- 10 days in August,
- 4 days at Christmas,
- 5 days at Easter (including Good Friday), and

the balance as may be decided from time to time.

Payment for annual leave is calculated in accordance with Section 1(i) of the Holidays (Employees) Act, 1973.

B.1.1.5 Overtime Rates

Overtime worked between:

normal finishing time to midnight Monday to Friday - time and a half, thereafter - double time,

first four hours from normal starting time on Saturday - time and a half,

thereafter until normal starting time on Monday morning - double time.

Overtime is calculated on a daily basis i.e. to qualify for overtime payments, an operative first has to work the standard number of hours in the area each day.

In the event that an operative is absent through his/her own fault on any normal working day, he/she is not 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 him/herself.

B.1.1.6 Expenses incurred necessarily and exclusively as a result of employment in the Construction Industry

A payment of £1.75 per working day is made to all workers (including apprentices) to meet the expenses of subsistence (such as meals) incurred in the course of construction employment with effect from 1st January 1995.

Craftsmen and apprentices, other than 1st year apprentices, are paid a tool allowance of £2.75 per week with effect from 1st January 1995.

Subsistence allowance (country money) is £91.44 per week for 5, 6 or 7 days from 1st January 1995. The allowance is increased every six months in accordance with the increase in the consumer price index. The allowance is 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.

B.1.1.7 Expenses incurred in Travelling in the Performance of Duties

In major urban areas, negotiations 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. In the case

of the area covered by the Dublin Working Rule Agreement, the following rates apply:

0 up to 4 miles	- one hour per day
4 up to 5 miles	- one hour and a quarter per day
5 up to 6 miles	- one and a half hours per day
6 up to 8 miles	- one and three quarters per day
8 up to 12 miles	- two hours per day
12 up to 20 miles	- two and a half hours per day.

In the case of the area covered by the Cork Working Rule Agreement, the following rates apply:

0 up to 4 miles	- three quarter hour per day
4 up to 5 miles	- one hour per day
5 up to 6 miles	- one and a quarter hours per day
6 up to 7 miles	- one and a half hours per day
7 up to 8 miles	- one and three quarter hours per day
8 up to 14 miles	- two hours per day
14 up to 20 miles	- two and a half hours per day.

The above rates refer to the basic NJIC rate for Craftsmen, General Operatives and Apprentices as appropriate and are exclusive of meal allowance, tool allowance, bonus schemes, bonus payments, site agreement payments and any plus payments but inclusive of plus payments for machine operators.

In the case of the area covered by the Limerick Working Rule Agreement, the following rates apply:

0 up to 3 miles	- one third hour per day
3 up to 5 miles	- half hour per day
5 miles and over	- one hour.

In the case of the area covered by the Waterford Working Rule Agreement, the following rates apply:

- within old city boundary - one third hour per day (bus allowance)
- outside old city boundary but within new city boundary - three quarter hour per day (outgoing)
- outside new city boundary - one hour per day (outgoing, without any mileage limit).
- If an employer supplies company transport for those employees working on sites outside the old or new city boundaries, no travelling allowance will apply.

If an employee is habitually late, his/her travelling allowance will be reduced pro-rata i.e. if one hour late, 1/8 of his/her travelling allowance will be reduced for that date.

Travelling allowances are taxable.

In the case of the area covered by the Galway Working Rule Agreement, the following rates apply:

within old city boundary	- one third hour per day
between old and new city boundaries	- three quarter hour per day
outside new city boundary	- one hour per day.

Juveniles receive the following percentages of the allowance payable to general operatives:

16 years - 40% of Grade 4

17 years - 50% of Grade 4

B.1.1.8 Machinery for Settlement of Disputes

If a trade dispute occurs between workers to whom the Registered Employment Agreement relates and their employers, no strike or lock-out is to take place until the procedure described in that Agreement is complied with.

B.1.1.9 Period of this Agreement

During the currency of this agreement, no claims in respect of wages, holidays or hours of work will be made. Existing Job Differentials may, however, be reviewed during the currency of the agreement irrespective of the provisions of this clause.

Programme for Economic and Social Progress (PESP)

The following extracts from the PESP also apply:

Stabilisation

No cost increasing claims, other than those provided for in Clauses 1, 3, and 4 will be made on employers during the currency of the Registered Employment Agreement.

Industrial peace

The Registered Employment Agreement commits employers, trade unions and employees to promoting industrial harmony.

Where the parties cannot reach agreement through negotiation on any matter covered by the Registered Employment agreement, they jointly refer the matter to the Labour Relations Commission/labour Court or, where appropriate, to other agreed machinery.

The Registered Employment Agreement precludes strikes or any other form of industrial action by trade unions, employees or employers in respect of any matter covered by the agreement, where the employer or trade union is acting in accordance with the provision of the Agreement.

B.1.1.10 Other Registered Agreements

The Registered Employment Agreement does not apply to workers who are covered by any other Registered Agreement.

B.1.1.11 Industrial Relations Agreements, 1976, 1979 and 1980

The terms of the above agreements between the Construction Industry Federation and the Construction Group of Unions are to be read in conjunction with the Registered Employment Agreement. They are as follows:

Industrial Relations Agreement 1976

(i) Restrictions

No restrictions are to 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 are subject to negotiation in accordance with existing procedures).

(ii) Absenteeism

Where a worker without valid reason is absent for a day or most of a day (minimum 4 1/2 hours of standard working hours) he loses 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 half hour on three days in the pay week, he/she forfeits the specified amount for those three days. The same applies on any other day on which he/she is more than half hour late in starting in the particular pay week.

(iii) Abolition of Minor Allowances

Tool money and dirty money no longer apply except, in the case of dirty money, for work in foul and dirty sewers.

(iv) Demarcation

Where demarcation issues arise workers continue working as directed by their employers until the issue is decided by the Local Area Joint Council or a sub-committee of the Joint Industrial Council, which decides the issue within a stipulated period.

(v) Dismissals

In the case of dismissals, it is recognised that in the circumstances of the construction industry it is the prerogative of employers to take a

decision in any particular case. This, however, does not affect the right of the trade unions to invoke the agreed disputes procedure in any particular instance.

(vi) Unofficial Strikes

In the event of unofficial strikes occurring, neither the unions nor employers will negotiate until there is a resumption of work. The unions involved will make every endeavour to bring about a resumption as soon as possible. Where the Construction Industry Federation and the appropriate trade union agree, a trade union official goes to the particular site as soon as possible to obtain a resumption of work.

(vii) Early Starts

Where, on occasion, an official early start is required, no extra payment applies but the normal finishing time after which overtime rates apply is brought back "pro rata". The early start in this context is limited to an hour before normal working time.

(viii) Protective Clothing

Where protective clothing is provided, it is the responsibility of the worker to return same and he/she fails to do so he/she is liable for the value of same at the time it is due for return. Where clothing has been returned to the employer, the worker is not responsible for any loss while it is in the employer's possession.

Industrial Relations Agreement 1979

(i) Expenses incurred in Travelling in Performance of Duties

Refer to the first paragraph in 1.1.7 above.

(ii) Compensation for Loss of Tools

Compensation for loss of tools caused by fire or break-in on site is made subject to the same terms as apply to carpenters, by the employer to all craftsmen, subject to maxima agreed by the NJIC.

(iii) Production Related Payment Schemes

The gross wages earned under incentive bonus schemes related to the basic hourly wage rates increased pro rata to the increase in the basic hourly rate.

The gross wages arising under other production related schemes is increased similarly except for schemes which provide for no increase in wages for a fixed period.

The above does not apply to plus (i.e. non-variable) payments which are not incorporated in the hourly rate.

(iv) Bereavement Leave

In the event of the death of a close relative (wife, husband, parent, child, brother or sister), after the ratification of the Registered Employment Agreement, a worker is allowed up to three days special leave provided he/she has been employed for three months with his/her current employer. The firm is to be notified as soon as possible of the bereavement.

In the event that the bereavement occurs on or near a week-end, a period of annual leave or public holidays, the period of special leave will reduce proportionately.

(v) Overtime - Public Holiday

Where a worker works on a public holiday, overtime is paid at the rate of double time, in addition to any statutory entitlement.

(vi) Definitions of Sub-contractors

Approved sub-contractors are defined as firms in a category covered by a specialist sub-contractors association of the CIF which comply with the conditions of the Registered Employment Agreements, have an established base, are registered for the purposes of the Social Welfare Acts and Section 17 of the Finance Act, 1970. Such firms supply labour and material and are members of the CIF subject to the discretion of the CIF on Admitting firms to membership. New categories of sub-contractors may only be established by the NJIC.

(vii) Check-off System (deduction of union dues)

Each employer to whom the Registered Employment Agreement applies deducts from each employee's weekly wages the contributions due by that employee to his trade union, subject to the conditions set out in Schedule 2 of the above Agreement. The amount deducted is sent monthly by the employer to the various trade unions.

Industrial Relations Agreement 1980

(i) Guaranteed Week

Refer to 1.1.3 above.

(ii) Apprentice Rate

All apprentices receive the following percentage of the craft rate with effect from 31st March 1994:

1st year	33 1/3%
2nd year	50%
3rd year	75%
4th year	90%

Refer to 1.1.1 above.

(iii) Site Conditions

The joint secretaries of the NJIC prepare a document setting out the minimum requirements for the general welfare of workers on the building sites.

The Royal Institute of Architects of Ireland are to be approached and requested to incorporate these conditions in all new building contracts.

The document to be drawn up will prescribe the minimum standards required in canteens and canteen furnishings, toilets and washing-up facilities.

B.1.1.12 National Joint Industrial Council (presently suspended)

The National Joint Industrial Council for the construction industry comprises eight employer members and the same number of Trade Union members. It is chaired by an officer of the Labour Court.

B.1.2 Registered Employment Agreement (Construction Industry Pensions Assurance and Sick Pay)

B.1.2.1 Pension and Mortality Benefits

Every employer to whom this Agreement applies shall become and remain a party to a contributory scheme approved by the Revenue Commissioners for Income Tax purposes under Part XII of the income Tax Act, 1976 or any other relevant legislation for the time being in force - the main purpose of which shall be the provision of the benefits for every worker who shall have been employed by such an employer for not less than a specified period before retirement of such worker from such employment at a specified age or after incapacity at an earlier age and an ancillary purpose of which shall be the provision upon the death of any such worker while employed by him of benefits for financially dependent relatives of such worker.

The conditions upon which such pension and mortality benefits are payable and the amounts thereof shall not be less favourable than those set out in the second schedule in the above Agreement.

B.1.2.2 Sick pay

Every employer to whom this Agreement applies shall become and remain a party to a contributory sick pay scheme, approved by the Revenue Commissioners, for Income Tax purposes, under relevant legislation - the main purpose of which shall be the provision of benefits for every worker, who shall have been in the employment of such an employer immediately before the illness of such worker and who has also been employed for a specified period in the Construction Industry.

B.1.2.3 *Machinery for Settlement of Disputes*

If a trade dispute occurs between workers to whom this Agreement relates and their employers, no strike or lock-out shall take place until the procedure described in the above Agreement is complied with.

B.2. Engineering Construction

A separate National Agreement for the Engineering Construction Industry does not exist. Engineering construction firms operate to the Registered Employment Agreements for Building and Civil Engineering. This agreement is legally binding for all firms carrying out engineering construction work in Eire, and on their employees.

B.3. Electrical Contracting

The Working Rule Agreement of the National Joint Industrial Council for the Electrical Contracting Industry has been registered in the Register of Employment Agreements by the Labour Court under Section 27 of the Industrial Relations Act, 1946.

This registration gives statutory effect to the rates of pay and terms and conditions of employment set out in the Agreement and which are legally binding on all firms carrying out engineering construction work in Eire and on their employees, whether or not they are parties to the Agreement.

Any employer found to be in breach of the Registered Agreement will be liable to prosecution.

The NJIC Agreement is negotiated between the Electrical Contractors' Association and Association of Electrical Contractors (Ireland) on the one hand and the Electrical Trades Union and National Engineering and Electrical Trade Union, on the other.

The Agreement applies 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.

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

B.3.1 Standard Working Hours

The standard working week is 39 hours. The working hours are:

8.30 a.m. to 5.00 p.m. Monday to Thursday,
8.30 a.m. to 4.00 p.m. Friday with a half-hour lunch period.

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 Unions to suit transport or client's requirements etc.

B.3.2 Wages

The hourly rates for Electricians as from 1st January 1995 are as follows:

	£	
1(a)	6.1078	1st year out of time
1(b)	6.2437	1st year out of time - Having passed one part Senior Trades
1(c)	6.3796	1st year out of time - Having passed both parts of Senior Trades
2	6.5574	2nd year out of time
3	6.6515	3rd year out of time
4	6.7246	4th year out of time
5	6.8083	5th year out of time
6	6.8815	6th year out of time

Apprentices

1st year	£1.6796
2nd year	£2.4677
3rd year	£3.5187
4th year	£4.3070

Allowances

Meal allowance	£1.75/day - 1/3 of allowance to be incorporated into basic rate
Tool allowance	£0.43/day - 1/3 of allowance to be incorporated into basic rate
Country money	£90.57/week

Any claims of unfair treatment arising out of any section of this clause, could be considered under Rule 19 of the Registered Employment Agreement, Grievance Procedure.

Charge Hand

An electrician in charge of two but not more than 6 electricians is paid 10% above the basic rate.

Electricians who have been Charge hands for 12 months or more carry the Charge hand's rate for a further 6 months.

With regard to the continuation of Charge hand rate, exceptional cases are referred to the NJIC for individual ruling.

Foremen

Any Electrician on site in charge of more than 6 Electricians is entitled to not less than 20% of the basic rate.

B.3.3 Payment of Wages

In accordance with the Payment of Wages Act, 1979 payment of wages by cheque, credit transfer or other non-cash method is encouraged.

Where paid by cheque or other non-cash method wages are paid not later than 4 p.m. on Thursday and pay slips are enclosed.

Where paid in cash, wages are to be paid not later than 4 p.m. on Friday.

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.

B.3.4 Overtime Rates

The overtime rates are specified in the Working Rule Agreement under the following sub-headings:

Monday to Friday, Week-ends, Planned Overtime, Statutory Public Holidays, Rest Intervals, After Hour Calls, Special Late Start, Bazaar Work, Shift Work, Church Holidays.

B.3.5 Notice

Notice is to be in accordance with the minimum notice and Conditions of Employment Act, 1973.

For those employed less than 13 weeks, 8 hours notice is given of termination of employment or 8 hours' pay in lieu thereof.

An Electrician newly engaged is to be paid at least one day's wages.

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.

B.3.6 Starting On Site

Within a distance of 11 miles by road from the shop, persons may be required to start and finish on site instead of from shop, hours are to be in accordance with 3.1 above. In such cases the following is paid:

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

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

B.3.7 Country Work

Jobs are 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 on site in accordance with paragraph 3.1.

The ordinary hours of work, subject to alteration on particular sites by mutual agreement, are:

8.30 a.m. to 5.30 p.m. Monday to Thursday,
8.30 a.m. to 4.30 p.m. Friday,
with one hour, 1 p.m. to 2 p.m. for dinner.

Overtime is in accordance with 3.4 above.

As from 1st January 1995, £90.57 per week (7 days) is paid to cover maintenance. If the week's work is completed in 5/6 days full subsistence of £90.57 is paid.

The subsistence allowance is increased on 1st July each year by the percentage increase in the Consumer Price Index during the year up to the previous mid-May.

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

For absences of 4 nights or less working in the country, lodging expenses are paid if accounted for to the satisfaction of the Employer.

Travelling time where payable is at basic rate only.

For the purpose of visiting home, return standard rail fare or bus fare plus 2 hours each way to place of ordinary employment which is interpreted as being the company shop is 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 is allowed also once in 7 weeks.

On temporary or other termination of employment due to certified illness, rail fare to place of ordinary employment is allowed, if required or payment for lodging expenses up to two weeks if certified unfit to travel.

B.3.8 Trade Union Membership

All foremen, charge hands and electricians employed by the ECA and the AECI are to be or to become members of TEEU and must hold current union cards. The unions will not unreasonably refuse membership subject to their own rules and regulations.

Union delegates with written authority from the union are 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.

B.3.9 Tools

Each electrician provides himself with a full kit of tools and keeps in efficient order comprising those specified in Rule 9(a) of the Working Rule Agreement.

A daily tool allowance of 65p is paid to all electricians for every day worked. This allowance does not apply to apprentices.

Where an electrician's tools are lost, the employer will contribute to the cost of replacement subject to the conditions set out in Rule 9(c) of the Working Rule Agreement.

B.3.10 Annual Leave

Statutory holidays are in accordance with the holidays (Employees) Act, 1973. 21 days annual leave are to 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 time during the year.

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

B.3.11 Labourers

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

B.3.12 Electrician's Work

The nature and scope of electrician's work is defined in Rule 12 of the Working Rule Agreement.

B.3.13 Application of Shop Conditions

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 specifies in writing to all new employees which shop is to be regarded as their place of employment. All conditions in the Working Rule Agreement apply to employees on the basis of the specified place of employment unless and until that is changed by mutual written agreement.

Local persons who offer themselves for employment on a country site are, if engaged, to be paid at the prevailing rate.

Subsistence is not paid and hours are in accordance with Rule 1 of the Working Rule Agreement.

When required by the employer to travel between the shop and the job persons are paid travelling time at basic rate and fares.

Any employer who has not got a shop or premises, as defined above, in the Republic of Ireland, shall pay travelling times and fares from the appropriate GPO.

B.3.14 Spare Time Work

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

B.3.15 Apprentices

Apprentice rates (as in December 1993) are 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

Subsistence allowance is paid under the same terms and conditions as for Electricians under Rule 7 of the Working Rule Agreement, overtime is paid in accordance with Rule 4 and travelling time is paid in accordance with Rule 6.

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

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.

After 42 months an apprentice may be entitled to the assistance of a junior apprentice for such work as the drawing in of cables.

An apprentice is eligible to join either Trade Union but shall not be eligible for full membership until the apprenticeship has been fully served.

No employer is to employ an apprentice to work and no member of the Union is to 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.

B.3.16 Equal Treatment

The Unions agree to maintain the Working 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

Working Rules with any other association or individual engaged in the electrical contracting industry.

B.3.17 Site Facilities, Allowances and Safety Precautions

The employers are to make all necessary arrangements with the clients for reasonable facilities for work people 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.

In addition, a daily subsistence payment is payable to all electricians and apprentices.

B.3.18 Protective Clothing

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

The employee must purchase the items, provide a receipt and make the items available for inspection.

Where the employer purchases the items he must 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.

B.3.19 Grievance Procedure

The steps and the times within which they are taken when a grievance arises are set out in the Working Rule Agreement.

B.3.20 Unofficial Strikes

In the event of unofficial strikes occurring, neither the Unions 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(s) agree, a trade union official shall go the particular site as soon as possible to obtain a resumption of normal work.

B.3.21 Demarcation

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

B.3.22 Sick Pay Scheme

A sick pay scheme equal in benefits to that of the Registered Agreement for the Construction Industry is to be implemented for all employees over 20 years of age. The scheme is 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.

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.

Bereavement Leave A maximum of three days paid leave will be allowed in case of bereavement of close relatives (spouse, parent, child, brother or sister). The employer must be notified accordingly as soon as possible.

B.3.23 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 is to be provided for all employees between the age of 20 and 65 years. In this connection each employee is 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 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.

B.3.24 Provision for Variation

The Working Rule Agreement may be varied in accordance with the provisions of Section 28 of the Industrial Relations Act, 1946.

B.4. Heating And Ventilating

The National Agreement for operatives in the Heating, Ventilating and Air Conditioning sector is negotiated between The Mechanical Engineering & Building Services Contractors Association, on the one hand and the EETPU and the TEEU, on the other.

The agreement applies to all Building Services craftsmen employed by ME & BSCA members.

B.4.1 Method of Payment

All operatives are paid by the hour, and all wages are paid weekly at shop or job or by direct debit.

B.4.2 Working Hours

The working hours at shops or jobs are:

8.30 a.m. to 5.00 p.m. Monday to Thursday,

8.30 a.m. to 4.00 p.m. Friday

with a half-hour break for lunch from 1.00 p.m. to 1.30 p.m.

B.4.3 Travelling Time

Travelling time in Dublin commences at the employer's place of business or at any bus or train terminus in the city centre. Travelling time and fares are paid. Walking time is paid at a rate of 3 miles per hour.

Elsewhere, travelling allowances are paid in accordance with the Construction Industry Agreement.

B.4.4 Rate of Wages

The hourly rate of wages paid, as from 1st September 1994, is as follows:

Craftsmen	Apprentices		
Basic rate -	£5.9543	1st year (30%)	£1.7863
		2nd year (45%)	£2.6794
		3rd year (65%)	£3.8703
		4th year (90%)	£5.3588

Special skill allowances

Class I 47p

Class II 31p

Additional payments for certification

1	Copper pipe work: Certified to ASME IX Braze for copper pipe work	5p
2	(a) Certified to BS4871: Manual metal arc welding (Class II) for low pressure pipe to 160 PSI	10p
	(b) Certified to API 1104: For oil and gas pipelines to 160 PSI. Including (a) above.	25p
	(c) Certified to BS4871: Code for approved testing of Welders (Class I). Including (a) and (b) above	50p

Meal allowance	£1.75/day
Tool allowance	£2.75/per week
Special equipment allowance	£2.25/week

B.4.5 Overtime Rates

Overtime worked between:

normal finishing time and 8.30 p.m. - time and one half,
8.30 p.m. and starting time the following morning - double time,
8.30 to 12.30 p.m. on Saturdays - time and one half.

Eight hours (seven on Friday) must be worked daily before and operative is entitled to overtime payment.

In addition to the holiday entitlement, double time is paid for all hours worked on Public Holidays and normal rates are paid for hours worked on annual leave days.

B.4.6 Stand-by and Callout

Operatives required to stand-by on site are paid, from quitting time, at overtime rates.

When operatives cease work at quitting time, having been notified previously of the resumption of work at a later hour, the interval is not paid for.

When operatives are called from home for an emergency job, travelling time to and from their homes is paid for at overtime rates.

Any operative called out after 12.00 midnight receives eight hours rest from the time he/she finishes work. If any of the hours of rest extend into the next working day, such hours are paid for at the flat rate.

B.4.7 Charge Hand Allowance

Any operative in charge of three or more qualified operatives is paid a charge hand allowance of £25.00 per week above the rate set out in 4.3 above.

B.4.8 Union Membership

All operatives and foremen are to be members of their respective Trade Unions.

B.4.9 Country Money

When men are sent to the country and are unable to return home at night, they are paid a lodging allowance in accordance with the Registered Employment Agreement for the Construction Industry.

Operatives are paid travelling expenses consisting of fares and travelling time when going to or coming from a job which necessitates their taking lodgings. All time spent in travelling is paid for at single rates.

B.4.10 Periodic Return Home

Transport expenses for the return journey between the site of country jobs and the operatives' home town are allowed for on seven occasions during the year. These occasions include Christmas, Easter, Whit, Annual Holidays and the Bank Holiday at the end of October.

The general intention is that the workers are not away from home for a period exceeding seven weeks.

B.4.11 Termination of Employment

Where the employment of an operative, who has been continuously employed with a firm for not less than three months, is terminated for reasons other than misconduct, e.g. redundancy, or where the worker wishes to leave, the duration of notice is equivalent to the non-overtime weekly hours operating in the establishment for the time being. Such notice expires at the normal finishing time on Fridays. A week's notice must be given by the employee who wishes to change his employment.

In the case of misconduct, the operative may be summarily discharged at any time. Operatives starting work on any day are paid for the remainder of that day and continue to be paid until definitely dismissed.

B.4.12 Dirty Money

Only operatives working in sewers only qualify for the payment of Dirty Money Allowance. This allowance is £2.50 per day while so engaged.

B.4.13 Disciplinary Action

The Unions who are parties to the Agreement undertake that in cases of irregularity or carelessness on the part of their members being reported by an employer to the Unions concerned, and on investigation found to be such, the Union will immediately take the necessary disciplinary action.

B.4.14 Disputes Procedure

There will be a Disputes Committee consisting of not less than two members of the Mechanical Engineering & Building Services Contractors' Association and two members of the operative's Union. Any dispute which arises must be referred to this committee. No stoppage of work takes place until a decision is reached by this Disputes Committee or if agreement is not reached at local level, by the Labour Court.

B.4.15 Duration of Agreement

The Agreement remains in force from year to year unless three months notice to terminate it is given in writing by either party.

The Unions undertake not to use the rates set out in 4.3 above, as the basis for a claim for:

any other category of employee within the scope of the Construction Industry; or

any employment or category of employee outside the Industry.

B.4.16 Plumbers and Fitters Tools

A Schedule of Craftsmen's (minimum) Tools is provided in the Agreement. All craftsmen's tools are to have a personalised identification mark and are to be stored in a secured tool box.

APPENDIX 1

SOCIAL INSURANCE ARRANGEMENTS

Who Pays PRSI?

With very few exceptions:

- all employees whether full-time or part-time
- self-employed workers with an income of £2,500 a year or more

who are **aged 16 or over**, are liable for Pay-Related Social Insurance (PRSI) contributions. These contributions go into a special Social Insurance Fund to help pay for social welfare benefits and pensions.

PRSI Benefits

People in industrial, commercial and service-type employment who are employed under a contract of service with gross earnings of £30 or more per week are eligible, in the relevant circumstances, to receive the benefits listed below:

- Unemployment Benefit
- Disability Benefit
- Maternity Benefit
- Invalidity Pension
- Survivor's Contributory Pension
- Orphan's Contributory Allowance
- Deserted Wife's Benefit
- Retirement Pension
- Old Age Contributor Pension
- Death Grant
- Treatment Benefit
- Occupational Injuries Benefits

PRSI Contributions

The PRSI contribution is a percentage of the employee's gross reckonable earnings in a week after an allowance has been made for approved superannuation contributions deducted at source by the employer. Both employer and employee normally pay a share of the contribution.

- The **Social Insurance** element goes to the Social Insurance Fund which helps pay the Social Insurance Benefits including Occupational Injuries Benefits. This element is paid by employers and employees.
- The **Health Contribution** goes to the Department of Health to help pay for health services.

- The **Employment and Training Levy** goes to the Department of Enterprise and Employment to help pay for employment and training schemes.

Both the Health Contribution and the Employment and Training Levy are included in the employee's share of the PRSI contribution in any week that the reckonable earnings are in excess of £173. However, if the employee has a medical card or is getting a Survivor's Contributory Pension, Deserted Wife's Benefit etc., they will be exempt from payment of these levies. The employee is NO LONGER obliged to pay the levies on behalf of an employee who is a medical card holder.

Certain low paid employees are exempted from paying the social Insurance element of their share of the PRSI contribution.

- The **FAS Apprenticeship Training Levy** is payable by employers in the Construction, Printing and Paper, Motor and Engineering(Mechanical and Electrical but NOT Electronic) sectors on all reckonable earnings of each employee up to the employer's ceiling. This levy will partly fund the off-the-job training allowances payable by FAS to apprentices.

For people who are self-employed, the PRSI contribution is a percentage of gross income less superannuation and capital allowances. Self-employed people with low incomes pay a flat-rate contribution. The PRSI contribution for self-employed people includes ALL of the listed elements.

For most employees, PRSI contributions are collected by the Revenue Commissioners through the PAYE tax system. Special arrangements apply to workers who are not in the PAYE system and for example, if an employer lives outside the State, PRSI contributions are paid direct to the Department of Social Welfare at the following address:

PRSI Special Collection Section
Social Welfare Services Office
O'Connell Bridge House
D'Olier Street
Dublin 2.

Tel: +353 1 874 8444

Those who are self-employed and registered for tax pay PRSI contributions to the Revenue Commissioner. Those **not** registered for tax pay PRSI contributions to:

Self-Employment Section
Social Welfare Services Office
Áras Mhic Dhiarmada
Store Street
Dublin 1

Tel: +353 1 873 3111
+353 1 704 3765
+353 1 704 3766

Earnings Limits

There are **fixed limits** on the amount of Social Insurance Contributions which employees and employers have to pay in any year. When employees' earnings go over the limit for Social Insurance they continue to pay the other elements where due. The employer continues paying his/her share of the PRSI Contribution until the employee's earnings reach the employer's limit. The limits also apply to the amount of PRSI Contributions self-employed people have to pay.

There is **no earning limits** for the Employment and Training Levy and the Health Contribution.

PRSI Contribution Classes

Most workers pay **full** PRSI contributions - **Class A** and are covered for all benefits and pensions - Class A benefits (those listed above).

There are lower contributions (and benefit cover) for other PRSI classes covering members of the Defence Forces and public sector workers, retired persons and the self-employed.

The PRSI contribution classes are further divided into three parts, **0, 1 and 2** representing different categories of people within each class as follows:

0. Men and women with reckonable weekly earnings of £173 or less. The Health Contribution and the Employment and Training Levy are not payable.
1. Men and women insurable at the standard rate for that class with reckonable weekly earnings in excess of £173. Employees pay Health Contribution and Employment and Training Levy.
2. Men and women who hold medical cards or are getting:
 - a Widow's Pension (Survivor's Contributory Pension from 28 October 1994), Deserted Wife's Benefit, certain social assistance allowances from the Department of Social Welfare;
 - or
 - a social security Widow's Pension from a country covered by EC Regulations with reckonable weekly earnings in excess of £173. The Health Contribution and the Employment and Training Levy are not payable.

Special Exemption for Low-Paid Workers

Employees who pay full PRSI contributions and who are earning a reckonable weekly wage of £60 or less in any week are exempt from social

insurance and levy deductions for that week i.e. employee's share is **NIL**. However, the employer's share is payable. Employees are still covered for social insurance benefits.

Contributions

In general employers PRSI contributions for employed persons are 8.5% of pay up to annual earnings of £26,800 (earnings above this limit are exempt.) Employees pay 5.5% on earnings above £80 per week.

More Information

Full details of the PRSI Contribution collection systems are contained in *Guide to PRSI for Employers SW 3* and *Guide to PRSI for Employees SW 23* available from:

PRSI Information
Department of Social Welfare
Áras Mhic Dhiarmada
Store Street
Dublin 1

Tel: +353 1 704 3274

Income Tax

Comparable information about the taxation of employees is contained in *The Employers' Guide to PAYE* which is issued by the Revenue Commissioners and is available from any tax office or from:

The Collector General
Earlsfoot House
Hatch Street
Dublin 2

Tel: +353 1 783 499

APPENDIX 2

USEFUL ADDRESSES

Collector General, Earlsfoot House, Hatch Street, Dublin 2 (Tel: +353 1 783 499)

Construction Industry Federation, Head Office, Federation House, Canal Road, Dublin 6

Construction Industry Federation, Southern Region, Riverview House, Montenotte, Cork
(Tel: +353 21 507161 Fax: +353 21 507634)

Department of Labour, Conditions of Employment Section, Davitt House, Mespil Road,
Dublin 4

Department of Labour, Information Unit, Davitt House, 65A Adelaide Road, Dublin 2

European Construction Institute, Sir Arnold Hall Building, Loughborough University,
Loughborough, Leicestershire LE11 3TU (Tel: +44 (0)1509 222620 Fax: +44 (0)1509 260118)

Pay-Related Social Insurance Information, Department of Social Welfare, Áras Mhic
Dhiarmada, Store Street, Dublin 1 (Tel: +353 1 704 3274)

Social Welfare Services Office, O'Connell Bridge House, D'Olier Street, Dublin 2
(Tel: +353 1 874 8444)

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