

THE LABOUR COURT

Copy of an Employment Agreement relating to PENSIONS ASSURANCE AND SICK PAY in the Construction Industry, registered in the Register of Employment Agreements on 7th March, 1969 as varied for the twentieth time by the Labour Court under Section 28 of the Industrial Relations Act, 1946 by:

REGISTERED EMPLOYMENT AGREEMENT (CONSTRUCTION INDUSTRY PENSIONS ASSURANCE AND SICK PAY) VARIATION ORDER (NO. 2), 2006 AS FROM MAY 19th 2006.

1. PARTIES TO THIS AGREEMENT

This Agreement dated 1st day of January, 1968 is made between:-

The Construction Industry Federation (formerly the Federation of Builders, Contractors and Allied Employers of Ireland) of the one part and

Amalgamated Society of Woodworker,

Services, Industrial, Professional, Technical Union (formerly Irish Transport & General Worker's Union and Workers' Union of Ireland),

Operative Plasterers and Allied Trades Society of Ireland,

Amalgamated Society of Painters and Decorators,

Plumbing Trades Union,

Irish Society of Woodcutting Machinists,

National Engineering Union,

Irish National Painters and Decorators Trades Union,

Irish National Union of Woodworkers,

United House and Ship Painters and Decorators Trade Union of Ireland,

Automobile General Engineering and Mechanical Operatives Union,

Amalgamated Transport and General Workers' Union,

Amalgamated Society of Slaters, Tilers and Roofing Operatives,

Services, Industrial, Professional, Technical Union (formerly Federation of Rural Workers),

Building Workers Trade Union (on behalf of Ancient Guild of Brick and Stonelayers, and Stonecutters Union of Ireland) of the other part

2. CLASS OF WORKERS TO WHOM THIS AGREEMENT APPLIES

This Agreement applies to workers, both male and female, who are employed in one of the under-mentioned capacities by Building or Civil Engineering firms as defined in the first Schedule hereto and to their employers.

- (a) Craftsmen: Brick and Stonelayers,
Carpenters and Joiners,
Floorlayers (Dublin County Borough and County and Bray Urban District),
Glaziers,
Painters,
Plasterers,
Plumbers,
Slaters and Tilers,
Stonecutters,
Woodcutting Machinists, and
Apprentices to the foregoing craftsmen.

- (b) Construction Operatives.

3. PENSION AND MORTALITY BENEFITS

- (a) 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, 1967 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/her of benefits for financially dependent relatives of such worker.

- (b) The conditions upon which such pension and mortality benefits are payable and the amount thereof shall be not less favourable than those set out in the second Schedule hereto.

4. 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.

5. MACHINERY FOR SETTLING GRIEVANCES AND DISPUTES

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

Category A Disputes

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

- (a) The grievance or dispute shall in the first instance be discussed between the parties concerned. If the dispute is not resolved within *3 days* it may be referred to the trade union concerned and, where appropriate, the Construction Industry Federation (CIF). Notice in writing of the dispute shall be given by the individual concerned or his/her trade union to the CIF.
- (b) If the dispute is not resolved within *7 days*, or such longer period as may be mutually agreed, the issue may be referred to a Construction Industry Disputes Tribunal (CIDT).
- (c) The CIDT will issue a decision within *one week*. The decision of the CIDT, where unanimous, shall be binding.
- (d) Other decisions may be appealed to a Rights Commissioner, the Labour Relations Commission or the National Joint Industrial Council (NJIC) as appropriate.
- (e) If the issue remains unresolved, it shall be referred to the Labour Court for investigation and recommendation.

Construction Industry Disputes Tribunal

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

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

Category B Disputes

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

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

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

6. PROVISION FOR VARIATION OF THIS AGREEMENT

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

7. REGISTRATION OF THIS AGREEMENT

The parties to this Agreement shall make application to the Labour Court to have the Agreement Registered.

SIGNED for and on behalf of:

TRADE UNIONS

AMALGAMATED SOCIETY OF WOODWORKERS

Jim Cox

SERVICES, INDUSTRIAL, PROFESSIONAL,
TECHNICAL UNION (FORMERLY IRISH TRANSPORT AND
GENERAL WORKERS' UNION)

John Conroy

SERVICES, INDUSTRIAL, PROFESSIONAL, TECHNICAL UNION
(FORMERLY WORKERS UNION OF IRELAND)

James Larkin

OPERATIVE, PLASTERERS & ALLIED TRADES SOCIETY OF IRELAND

G. Doyle

AMALGAMATED SOCIETY OF PAINTERS AND DECORATORS

John O' Leary

PLUMBING TRADES UNION

P. Ferris

IRISH SOCIETY OF WOODCUTTING MACHINISTS

G.H. Wall

NATIONAL ENGINEERING UNION

J. Cassidy

IRISH NATIONAL PAINTERS AND DECORATORS TRADE UNION

John Mulhall

IRISH NATIONAL UNION OF WOODWORKERS

P.F. McGrath

UNITED HOUSE AND SHIP PAINTERS AND DECORATORS
TRADE UNION OF IRELAND

L. Hudson

AUTOMOBILE GENERAL ENGINEERING & MECHANICAL
OPERATIVES UNION

B. Leonard

AMALGAMATED SOCIETY OF SLATERS, TILERS AND
ROOFING OPERATIVES

J.M. Moore

AMALGAMATED TRANSPORT AND GENERAL
WORKERS' UNION

M.P. Merrigan

SERVICES, INDUSTRIAL, PROFESSIONAL, TECHNICAL UNION
(FORMERLY FEDERATION OF RURAL WORKERS)

James Tully T.D.

Building Workers Trade Unions on behalf of:

ANCIENT GUILD OF BRICK AND STONELAYERS
STONECUTTERS UNION OF IRELAND

Frank O' Connor

EMPLOYERS

THE CONSTRUCTION INDUSTRY FEDERATION
(FORMERLY THE FEDERATION OF BUILDERS,
CONTRACTORS AND ALLIED EMPLOYERS OF IRELAND).

Thomas Reynolds

FIRST SCHEDULE

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

BUT

FOR THE PURPOSE OF THIS AGREEMENT A BUILDING FIRM DOES NOT MEAN A FIRM WHOSE PRINCIPAL BUSINESS IS ONE OR A COMBINATION OF ANY OF THE FOLLOWING ACTIVITIES:

MINING OR CALCINING OF GYPSUM AND/OR THE MANUFACTURE OF PLASTER, PLASTER OF PARIS, BAG PLASTER, PLASTER-BOARD.

2. For the purpose of this agreement a Civil Engineering firm means a firm the principal business of which is one or a combination of any of the following activities:
 - (a) The construction, reconstruction, alteration, repair, painting, decoration and demolition of:

roads, paths, kerbs, bridges, viaducts, aqueducts, harbours, docks, wharves, piers, quays, promenades, landing places, sea defences, airports, canals, waterworks, reservoirs, filter beds, works for the production of gas and electricity, sewerage works, public mains for the supply of water or the disposal of sewerage and all work in connection of buildings and their sites with such mains.

River works, dams, weirs, embankments, breakwater, moles, work for the purpose of road drainage or the prevention of coastal erosion; cattle markets, fairgrounds, 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, railing, fences and shelter erected thereon.
 - (b) The painting or decorations of poles, masts, standards, pylons for telephone, telegraph, radio communications and broadcasting; and
 - (c) Ground levelling, ground formation or drainage in connection with the construction or reconstruction of grass sports grounds, public links, play-grounds, racecourses and greyhound racing tracks, but excluding the sowing of grass seed on such grounds.

SECOND SCHEDULE

Pensions Act, 1990 (as amended)

1. In the event that any provision of the Second Schedule of this Agreement conflicts with the terms of the Pensions Act, 1990 (as amended) and/or Regulations made there under, the terms of the Pensions Act, 1990 (as amended) and/or Regulations made there under shall be deemed to apply and take precedence over any such conflicting provision contained in the Second Schedule except where the provisions of the Second Schedule of this Agreement are more beneficial to the member and provided that application of the Terms of the Second Schedule in any such case shall not be contrary to the form of the Statute in such case made and provided.
2. The reference to the average Construction Industry wage in this document refers to a rate which is the average of the NJIC average Construction Operatives rate and the NJIC craft rate applicable in respect of workers to whom this Agreement applies.
3. The Scheme shall be contributory. Until 31st December 2006, each employer to whom this agreement applies shall be entitled to deduct from each worker a sum not exceeding €14.50 per week. The balance of €21.74 shall be payable by the employer, the full weekly contribution for 2006 being €36.24.

From 1st January 2007, the combined employer/worker contribution in any calendar year shall be 7% of the average Construction Industry wage (as defined in paragraph 2) in force on the 30th September immediately prior to the year in question. Each employer to whom this Agreement applies shall be entitled to deduct from each worker a sum not exceeding 2.8% of average Construction Industry wage. The balance of 4.2% of the average Construction Industry wage shall be payable by the employer.

The first employer in any working week shall be responsible for the full deduction for that week.

4. An employer who fails or neglects to make the authorised deduction from wage of a worker or who having made the authorised deduction fails to remit it to the Scheme within 21 days of the end of the month in which the deduction was made shall be liable for the total cost required, to ensure that the value of workers pension is maintained in full for his/her period of service with such employer.
5. The normal age for retirement shall be 65 years. A worker may retire from work from age 60 onwards.
6. Contributions to the Scheme on behalf of a worker will be held in his/her own account and invested until drawn down. This will happen on retirement or, if earlier, death. The benefits then arising will derive solely from the member's own account unless a death in service benefit arises. Contributions to the Scheme shall not be refundable before reaching retirement age.
7. Every worker to whom this Agreement applies shall be eligible for inclusion in a Scheme which shall offer him/her the following benefit choices:
 - (a) A tax-free lump sum of an amount not greater than 25% of their accumulated fund subject to Revenue restrictions.

- (b) A member may purchase solely from his/her own account any one of the following options:
- i. A fixed members Pension (non-indexed) with no Surviving Spouses Benefit attached.
 - ii. A fixed members Pension (no indexation) with a 50% Surviving Spouses Benefit attached.
 - iii. An indexed members Pension (indexed at 3% per annum) with no Surviving Spouses Benefit attached.
 - iv. An indexed members Pension (indexed at 3% per annum) with a 50% Surviving Spouses Benefit attached.
 - v. Where a members remaining fund after taking his/her 25% tax-free lump sum is less than €15,000 the member will be offered the option to fully commute his/her Pension to a lump sum payment. This lump sum payment may be subject to tax dependant on the member's tax status.

Where a member is paid a pension under options (i) to (iv) above, the payment of the member's pension will be guaranteed for a minimum of five years (i.e. if a member dies within five years of retirement that member's full pension will continue to be paid to the member's dependant(s) for the remainder of the five year guarantee period).

Where a Spouses Benefit is payable it will only come into affect at the end of the five year guarantee period and will represent 50% of the members Pension at date of death. Where a member's pension is indexed, this indexation will also apply to that member's spouse's benefit.

A member who is not a single person and still co-habits with their Spouse will not be entitled to select a Benefit that does not have the 50% Surviving Spouses Benefit attached.

8. A lump sum of €3,500 Death Benefit will be paid to a deceased members dependants together with an additional benefit €3,175 in respect of each dependant child under the age of 18, if the death should occur before the age of 65 years from whatever cause anytime after a completion of 26 weeks membership of the Scheme provided that the worker was a member of the Scheme at the time of death or that membership of the Scheme had ceased due to ill-health not more than 26 weeks prior to the date of death. In no other circumstances will this benefit be paid. To comply with the requirements of the Revenue Commissioners it may be necessary to apply part of the death benefit to provide annuities for the recipient.
9. Dependants shall remain for the purpose of clause 8 of this schedule, persons who were in the opinion of the Trustees of the appropriate pension fund underwriting the liabilities defined by this clause, financially dependant for support on the member immediately prior to the death of the member.
10. The weekly contribution payable in respect of Death in Service Benefit will be €2.22 per week. Each employer to whom this Agreement applies shall be entitled to deduct from each worker a sum not exceeding €1.11 per week. The balance of €1.11 per week shall be payable by the employer. The first employer in any working week shall be responsible for the full deduction for that week.

11. A member shall not lose his/her rights to have contributions paid on his/her behalf by changing his/her job within the Construction Industry as covered by the Agreement and the employer to whom the member changes employment shall be liable to ensure the continued payment of contributions required under the terms of the Scheme on behalf of the member.
12. Where an employer fails to provide for the benefits set out in this Agreement that employer shall in default be liable to pay to the member and or his/her dependants any benefits due or to become due under this Agreement.

THIRD SCHEDULE

SICK PAY **STANDARD BENEFIT**

1. The Scheme shall provide for the payment of a standard Sick Pay Benefit for a period of not more than 10 weeks whether continuous or otherwise in any calendar year in the case of any claimant.
2. The daily rate of sick pay as at the date of the variation of this document is €33.06 per day.
3. The daily rate of sick pay shall increase thereafter at the beginning of each calendar year by an amount which reflects the increase in the consumer price index ("CPI") for the year ending 30th September in the previous year.
4. Supplementary Sick Pay Benefit; automatic - if a claimant produces written evidence from the Department of Social Welfare to the effect that the claimant has no entitlement to Social Welfare benefit because of inadequate record of Social Welfare contributions but that he/she has at least 13 Social Welfare contribution weeks registered (paid or credited) for the Social Welfare benefit year in which the claim arises, the Scheme will automatically pay supplementary weekly benefit the amount of which will be based on the Social Welfare flat rate disability benefit applicable to an insured person of a similar status with 39 Social Welfare contributions registered (paid or credited) for the appropriate contribution year.
5. Supplementary Sick Pay Benefit; discretionary – if a claimant has less than 13 weeks Social Welfare registered contributions (paid or credited) in the relevant Social Welfare year there shall be provision for the payment of supplementary benefit under these circumstances and of such amount as deemed appropriate provided that such claim is supported in writing by a full time Trade Union Official. The Trustees of the Scheme underwriting the benefits shall have absolute discretion in the payment of such claims, as the amount of benefit paid and the circumstances under which payment would be made. The benefits payable under clause 4 of this schedule shall be referred to when determining maximum benefit payable under this clause.
6. Contributions – The total weekly contribution per member shall be 0.30% of the average basic Construction wage (as set out in clause 2 of the second schedule to this Agreement) in effect at 30th September in the year previous to the year in which the contributions are being made. The Scheme shall be contributory. Each employer to whom this agreement applies shall be entitled to deduct from each member a sum not exceeding 0.10% of the average Construction basic wage. The balance of the contribution rate is payable by the employer. The first employer in any working week shall be responsible for the full deduction.
7. Employers who fail or neglect to make the authorised deduction shall be liable for the total contribution required to ensure that the workers sick pay benefits are maintained in full for the period of service with such employer.
8. Benefit Limitations – In any calendar year a claimant may not receive benefit from the Scheme for a period in excess of 10 weeks irrespective of whether the claim is for a single period of 10 weeks or for successive periods of shorter duration.

9. Waiting Period – No claimant shall be entitled to any benefit from the Scheme for the first three working days of disability except where a claim is treated as a continuation of a previous claim in accordance with the provisions of Rule 10 below.
10. Continuous Claims – Continuity of sick pay benefit from the Scheme shall be maintained as a continuous claim from the first working day of disability where a claimant has returned to work for a period of two working days or less, provided that the sick pay entitlement from the Scheme has not been exhausted by reference to the Rule 8 above.
11. Proportionate Payments – Benefits for individual working days of disability shall be calculated on a proportionate basis with the relevant daily rate being determined as 1/5 of the corresponding benefit for the full working week.
12. Eligibility for Benefit -
 - (a) A participating employee must, in order to be eligible for benefit have at least 13 weekly sick pay contributions to his/her credit in the 6 months immediately preceding the initial date of disability and must be employed by a participating employer immediately prior to the initial date of claim.
 - (b) No claimant shall be entitled to benefit for a period of disability or for a part of a period of disability during which he/she is unemployed or has ceased to be employed by a participating employer.
13. General Provisions -
 - (a) Employees on emergency tax deduction shall be automatically excluded from the operation of the Scheme but shall be admitted when the appropriate taxation documents are obtained.
 - (b) An employer shall be entitled, at his/her own expense, to have any worker considered to be an abnormal risk in respect of a particular complaint (e.g. a recurring illness) medically examined in respect of that complaint as a pre-requisite to determining his/her eligibility into the Scheme. This right may be also exercised when an employee has claimed his/her full entitlement of 10 weeks sick pay benefit in any calendar year to determine his/her eligibility to continue in the Scheme. Where a member is disqualified from the Scheme as an abnormal risk he/she may be readmitted to the Scheme if his/her illness is certified as cured by an independent doctor agreed to by both parties.
 - (c) A written claim must be submitted by the applicant for sick pay benefit and submitted together with a medical certificate (or social welfare certificate), each week to the employer within two calendar months of illness. If the applicant is not well enough to complete the claim somebody may do it on his/her behalf. The Scheme may have the applicant subjected to an independent medical examination. Where a claim is made within two calendar months of the original date of illness benefit will be payable retrospective to the fourth day of illness subject to paragraph 10 of the schedule. If the claim is not made within two calendar months of the initial date of illness benefit will be paid only from the date of claim.

14. Employers – Condition of Underwriting

The Sick Pay Scheme will underwrite in full all sickness liabilities arising under the third schedule of the Registered Agreement (Construction Industry Pension Assurance & Sick Pay) on behalf of the adhering employer subject to the following terms and provisions:

- (a) Adhering employers must register all their eligible employees in the Scheme and pay contributions due in any month within 21 days of the end of that month.
- (b) Where a claim for benefit is submitted to the Scheme it is an expressed condition of acceptance by the Scheme that the employer concerned has the claimant and all other eligible employees if any in his/her employment registered in the Scheme.
- (c) Where it appears to the Scheme, in relation to any particular claim received, that the employer concerned has failed to register all eligible employees in his/her employment in the Scheme or that he/she has failed to keep contributions up to date (with reference to paragraph 14 (a)) the Scheme may refuse to pay any benefit or withhold payment of benefit until the Scheme is satisfied that the employer concerned has fully complied with the rules of the Scheme and in such circumstances the employer shall be liable to the claimant for any loss of benefit due to the claimant under the rules of the Scheme.
- (d) A member shall not lose accrued sick pay rights by changing employment within the Construction Industry as covered by the Agreement and the employer to whom the member changes employment shall be liable to ensure that the members accrued sick pay benefit rights are maintained by continuing to pay the contributions required under the terms of the Scheme on behalf of the member.
- (e) The Scheme shall apply to all workers in the Construction Industry as defined in paragraph 2 of the agreement who are over 20 years of age and under 65 years of age.
- (f) Benefits payable under the Scheme shall be in accordance with clauses 2, 3, 4 and 5 of this schedule.