

THE LABOUR COURT

Copy of an Employment Agreement registered in the Register of Employment Agreements on 15th March, 1967 as varied for the twenty-fifth time by the Labour Court under Section 28 of the Industrial Relations Act, 1946 by:-

REGISTERED EMPLOYMENT AGREEMENT (CONSTRUCTION INDUSTRY WAGES AND CONDITIONS OF EMPLOYMENT) VARIATION ORDER, 2011 WITH EFFECT FROM 4th FEBRUARY, 2011

1. PARTIES TO THIS AGREEMENT

This Agreement dated the 1st day of June, 1966 is made between -

The Construction Industry Federation (formerly the Federation of Builders, Contractors and Allied Employers of Ireland) and the following Trade Unions:-

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 Woodcutting 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.

2. **CLASS OF WORKERS TO WHICH THIS AGREEMENT APPLIES**

This Agreement applies to workers who are employed in one of the under-mentioned capacities, by Building or Civil Engineering Firms (see Second Schedule to the Agreement for the definition of "Building or Civil Engineering firms")

(a) **Construction Craftsmen:**

Bricklayers, 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. **WAGE RATES**

The rate of wages payable to the classes of workers specified in paragraph 2 shall be that set out in the First Schedule hereto.

For workers who are construction operatives, the employer shall provide each worker with a statement to certify his grade. Such statement may be included in the written statement of terms of employment required under the Terms of Employment (Information) Act, 1994.

4. **NORMAL WEEK**

The normal working week of the classes of workers specified in paragraph 2 shall be thirty nine hours.

5. **GUARANTEED WEEK**

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

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

6. ANNUAL LEAVE

In the annual leave year 1998 and in each leave year thereafter, twenty-one days annual leave shall be given to the employees covered by this Agreement. Ten days are to be taken in July, four days at Christmas, five days at Easter (including Good Friday) and the balance as may be agreed between employers and workers in the industry.

Payment for annual leave shall be calculated in accordance with the provisions of the Organisation of Working Time Act, 1997.

Cesser pay shall be calculated on the basis of 13.65 hours for each four week period during which the worker worked for not less than 117 hours, or otherwise in accordance with the provisions of the Organisation of Working Time Act, 1997.

7. OVERTIME RATES

- (a) Overtime shall be at the rate of time and a half to midnight Monday to Friday and thereafter at double time. On Saturday overtime shall be paid at the rate of time and a half for the first four hours from normal starting time and thereafter at double time until normal starting time on Monday morning.
- (b) Overtime shall be calculated on a daily basis i.e., to qualify for overtime payments, an operative shall first have to work the standard number of hours in the area each day.
- (c) In the event that an operative is absent through his own fault on any normal working day, he shall not be 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 himself.

8. EXPENSES INCURRED NECESSARILY AND EXCLUSIVELY AS A RESULT OF EMPLOYMENT IN THE CONSTRUCTION INDUSTRY

Subsistence Allowance (Country Money)

Subsistence allowance (country money) shall be €157.25 per week for 5, 6 or 7 days and €31.45 per day for 4 days or less from 1st January, 2005. The allowance will be increased every 6 months in accordance with the increase in the consumer price index. The allowance shall be 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.

Expenses incurred in Travelling in the Performance of duties

It is agreed that in major urban areas, negotiations shall 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. The following urban area rates have been agreed:-

<u>DUBLIN</u>	0	-	4 miles	1 hour per day
	4	-	5 miles	1¼ hours per day
	5	-	6 miles	1½ hours per day
	6	-	8 miles	1 ¾ hours per day
	8	-	12 miles	2 hours per day
	12	-	20 miles	2½ hours per day*

* not payable to workers recruited on site.

CORK	0	-	4 miles	¾ hour
	4	-	5 miles	1 hour
	5	-	6 miles	1¼ hours
	6	-	7 miles	1½ hours
	7	-	8 miles	1¾ hours
	8	-	14 miles	2 hours
	14	-	20 miles	2½ hours

The hours or fraction of hours above refer to the basic NJIC rate for Construction Craftsmen, Construction Operatives and Construction Apprentices, as appropriate and are exclusive of bonus schemes, bonus payments, site agreement payments and any plus payments.

The above travel rates for Cork are subject to the following conditions:

- (i) This agreement applies to all firms to whom the Registered Agreement for the Construction Industry applies. Among the categories not covered by this agreement are construction operatives employed in contractors' yards, plant yards, maintenance staff and the like and to those reporting to a fixed place and/or working from this fixed place. This is without prejudice to any existing in-Company (local or national) agreements currently enjoyed by these categories.

For the purpose of this agreement only building sites are not classified as a fixed place of employment.

- (ii) This agreement and these payments do not affect in any way already existing agreements (except 1981 and 1979 Cork Travel Allowance Agreements and clause 8 of the 1947 Cork Agreement) be they local, national, official, in-company and/or site agreements, except that a person is only entitled to one type of travelling payment e.g., is not entitled to, say, travel payment under a site agreement and also under the AJC travel payment.

- (iii) All distances are radial and have the GPO in Oliver Plunkett Street as the central and focal point and work outwards from there to the actual job/site. All distances are measured on a straight line basis and are one way only.
- (iv) A person who normally lives within a 3 mile radial distance from the job/site on which he is working qualifies only for the minimum travel allowance payment i.e., 0 - 4 mile range.
- (v) Where the employer provides transport and the employee travels in the employer's time no allowance whatsoever is paid. However, where an employer provides transport but the employee travels in his (employee's) own time, 60% of the appropriate allowance is paid in that situation.
- (vi) All categories of employees including construction craftsmen, construction operatives, and construction apprentices are paid the same appropriate allowance. Because these allowances are based on time, the appropriate applicable payment depends on the employee's basic NJIC rate. However, for the purpose of this travel payment agreement only, first year construction apprentices are paid the same monetary amounts as second year apprentices.
- (vii) These payments are paid only on the strict understanding that they are allowances towards compensating the operative in full both for the expense and time involved in travelling to and from the job/site. This travelling is to be done in the operative's own time and at his own expense and he must be available on the site for work at the normal starting time.

- (viii) All allowances are taxable pending any decision to the contrary by the Revenue Commissioners.
- (ix) If it is considered that the principle of this agreement is being infringed the matter may be raised by the party(s) concerned and settled by the Cork Area Joint Council.

<u>LIMERICK</u>	0	-	3 miles	1/3 hour
	3	-	5 miles	1/2 /hour
	5 miles and over -			1 hour

The above travel rates for Limerick are subject to the following conditions: -

- (i) As with Cork.
- (ii) This agreement and these payments do not affect in any way already existing agreements (if equal or better) be they local, national, official, in-company and/or site agreements, except that a person is only entitled to one type of travelling payment e.g., is not entitled to, say, travel payment under a site agreement and also under the AJC travel payment.
- (iii) All distances are radial and have the GPO (Limerick) as the central and focal point and work outwards from there to the actual job/site. All distances are measured on a straight-line basis and are one-way only. Travel payment will be payable only to employees normally employed in the city and sent outwards to work.

- (iv) A person who normally lives within a 3-mile radial distance from the job/site on which he is working qualifies only for the minimum travel allowance payment i.e. 0 - 3 mile range.
- (v) As with Cork.
- (vi) As with Cork.
- (vii) These payments are paid only on the strict understanding that they are allowances towards compensating the operative in full both for the expense and time involved in travelling to and from the job/site. This travelling is to be done in the operative's own time and at his own expense and he must be available on the site for work at the normal starting time. This clause will not be used punitively where the employer is given a reasonable excuse for late arrival or early departure from site. Its main intention is to avoid abuse by those persistently late or not working the standard day.
- (viii) All allowances are taxable pending a decision to the contrary by the Revenue Commissioners.

WATERFORD

- (i) A travelling allowance of $\frac{1}{3}$ hour per day (bus allowance) will operate for all construction employees working on sites within the confines of the old city boundary.
- (ii) The centre point of the old city boundary is now definitely established as being the car stand (i.e., opposite Winstons Stores).

- (iii) (a) For those employees working on sites outside the old city boundary but within the new city boundary, a travelling allowance of $\frac{3}{4}$ hour per day, outgoing, will apply.
- (b) For those employees working on sites outside the new city boundary, a travelling allowance of 1 hour per day, outgoing (without any mileage limit), will apply.
- (c) If an employer supplies company transport for those employees working on sites outside the old or new city boundaries, no travelling allowance will apply.
- (iv) If an employee is habitually late, his travelling allowance will be reduced pro-rata i.e., if one hour late, $\frac{1}{8}$ of his travelling allowance will be deducted for that date. In other words, to qualify, an employee must commence work on site at normal starting time and work a standard day.
- (v) The above travelling allowances will be effective from 1st January, 1982.
- (vi) Travelling allowances are taxable.

GALWAY

Within old city boundary	-	$\frac{1}{3}$ hour per day
Between old and new city boundary	-	$\frac{3}{4}$ hour per day
Outside new city boundary	-	1 hour per day

The above travel rates for Galway are subject to the following conditions: -

- (i) This agreement applies to all firms to whom the Registered Construction Industry Agreement applies. Among the categories not covered by this agreement are construction operatives employed in contractors' yards, plant yards, joinery shops and those reporting to a fixed place and/or working from this fixed place. This agreement does not apply where an employer provides suitable transport.

- (ii) Travel payments will be made to employees employed in the city and sent outwards to work. Travel payments will not be made to employees recruited on sites outside the new city boundary.
- (iii) A person who normally lives within a 3-mile radial distance from the site on which he is working will qualify only for the minimum travel allowance payment.
- (iv) In order to qualify for travelling payments the employee must travel in his own time and at his own expense and be available on the site for work at the normal starting time and work at least the normal working day.
- (v) All travelling allowances are subject to PAYE and PRSI in the usual way.

Travel allowances for Construction Apprentices and Juvenile Operatives

Construction apprentices shall receive the following percentages of the

Allowance payable to craftsmen:-

1st year and 2nd year	60%
3rd year	75%
4th year	90%

The same % shall apply to juveniles relative to the general operative rate: -

60%	16 + 17
75%	18 + 19
90%	20 -

9. INDUSTRIAL RELATIONS AGREEMENTS

The relevant terms of Industrial Relations Agreements of 1976, 1979 and 1980 which were made between the Construction Industry Federation and the Construction Group of Unions and which are summarised in the Third Schedule hereto are to be read in conjunction with this Agreement.

10. ENGAGEMENT OF SUB-CONTRACTORS

The parties agree that contractors and sub-contractors covered by the Registered Employment Agreement for the Construction Industry should be free to engage approved contractors in any trade or activity in the industry. For the purpose of this agreement, approved sub-contractors are defined as follows: -

- (a) They must comply with the terms of the Registered Employment Agreements for the industry.
- (b) They must employ the appropriate grades of trade union labour.
- (c) They must supply material as well as labour in those sectors of the industry where this has been normal practice.
- (d) They must comply with the Social Welfare Acts and Section 17 of the Finance Act, 1970 as amended by the Finance Act, 1995 and they must conform to the guidelines issued by the Revenue Commissioners under the Finance Act, 1995.
- (e) They must maintain a safe and healthy environment and comply with the provisions of the Safety in Industry Act, 1990.

- (f) They must carry employers' liability insurance in respect of their employees and the work in which they are engaged unless this cover is provided by the main contractor or the client.
- (g) They must employ appropriate numbers of apprentices relative to the number of craft workers employed.
- (h) They must, if in a labour only category, give security in a manner to be determined from time to time by the NJIC for the Construction Industry against default in respect of any liabilities they may have to employees.

11. PROCEDURE FOR SETTLING GRIEVANCES AND DISPUTES

If a trade dispute occurs between workers to whom this Agreement relates and their employers, no strike or lock-out, 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. All sides are obliged to fully comply with the terms of the Disputes Procedure. A party, which refuses to engage with the Disputes Procedure, will forfeit the protections of the Registered Employment Agreement.

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 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.

12. 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.

13. **OTHER REGISTERED AGREEMENTS**

This Agreement shall not apply to workers who are covered by any other Registered Agreement.

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 TRADES 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 TD
Building Workers' Trade Union on behalf of:-	
ANCIENT GUILD OF BRICK AND STONE LAYERS and STONECUTTERS UNION OF IRELAND	Frank O'Connor
<u>EMPLOYERS</u>	
THE CONSTRUCTION INDUSTRY FEDERATION (formerly the Federation of Builders, Contractors and Allied Employers of Ireland)	Thomas Reynolds

FIRST SCHEDULE

	01-10-05 2.5% (SP)	01-04-06 3%	01-10-06 2%	01-07-07 2.5%	01-01-08 2.5%	04-02-11 -7.5%
	€	€	€	€	€	€
CRAFTSMEN	16.85	17.36	17.71	18.15	18.60	17.21
APPRENTICES						
1 st year rate 33%	5.62	5.79	5.90	6.05	6.20	5.73
2 nd year rate 50%	8.42	8.68	8.86	9.08	9.30	8.61
3 rd year rate 75%	12.64	13.02	13.28	13.61	13.95	12.91
4 th year rate 90%	15.16	15.62	15.94	16.34	16.74	15.49
CONSTRUCTION OPERATIVES						
A 97%	16.34	16.84	17.18	17.61	18.04	16.69
B 91%	15.33	15.80	16.12	16.52	16.93	15.66
C 88%	14.83	15.28	15.58	15.97	16.37	15.14
D 80%	13.48	13.89	14.17	14.52	14.88	13.77

This category now includes the category previously described as “Lorry Drivers Dublin County Borough and County and Bray Urban District”.

{The Grades reflect range of ability and years of experience. They are more specifically described in Labour Relations Commission document entitled “Construction Operatives Responsibility and Skill Ranking”}.

JUVENILE OPERATIVES						
16 years (40% Grade D)	5.39	5.56	5.67	5.81	5.95	5.51
17 years (50% Grade D)	6.74	6.95	7.09	7.26	7.44	6.89

SECOND SCHEDULE (see Clause 2)

1. For the purpose of this Agreement a building firm means an undertaking the principal business of which is one or a combination of any of the following activities:-
 - (a) the construction, reconstruction, alteration, repair, painting, decorating, 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 containers 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 foundations of 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 building 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.

2. For the purpose of this Agreement a Civil Engineering firm means an undertaking 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 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;

rivers works, dams, weirs, embankments, breakwaters, moles, works for the purpose of road drainage or the prevention of coastal erosion;

cattlemarkets, 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;
- (b) the painting or decoration of poles, masts, standard pylons for telephone, telegraph, radio communication and broadcasting; and

- (c) 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, play-grounds, racecourses and greyhound racing tracks, but excluding the sowing of grass seed on such grounds.

ADDENDUM TO EMPLOYMENT AGREEMENT FOR THE CONSTRUCTION INDUSTRY

We, the undersigned, being the parties to the Employment Agreement for the Construction Industry agree that Paragraph 1(d) of the Second Schedule to the Agreement does not apply to undertakings 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.

Dated the 14th February, 1967.

SIGNED for and on behalf of:

TRADE UNIONS:

AMALGAMATED SOCIETY OF WOODWORKERS J. M. Cox

SERVICES, INDUSTRIAL, PROFESSIONAL, TECHNICAL

UNION (formerly Irish Transport and General Workers'

Union)

Sean O'Murchu

SERVICES, INDUSTRIAL, PROFESSIONAL, TECHNICAL

UNION (formerly Workers' Union of Ireland)

James Larkin

OPERATIVE PLASTERERS AND ALLIED TRADES SOCIETY OF IRELAND	Gerald 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 TRADES UNION	J. Mulhall
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AUTOMOBILE GENERAL ENGINEERING & MECHANICAL OPERATIVES UNION	B. Leonard
AMALGAMATED SOCIETY OF SLATERS, TILERS AND ROOFING OPERATIVES	J. Moore
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SERVICES, INDUSTRIAL, PROFESSIONAL,
TECHNICAL UNION (formerly Federation of Rural
Workers)

J. Tully TD

Building Workers' Trade Union on behalf of:-

ANCIENT GUILD OF BRICK AND STONE LAYERS
and
STONECUTTERS UNION OF IRELAND

F. O'Connor

EMPLOYERS

THE CONSTRUCTION INDUSTRY FEDERATION
(formerly the Federation of Builders, Contractors and
Allied Employers of Ireland)

T. Reynolds

THIRD SCHEDULE

SUMMARY OF RELEVANT TERMS AGREED UNDER INDUSTRIAL RELATIONS AGREEMENTS OF 1976, 1979 AND 1980 AND MADE BETWEEN THE CONSTRUCTION INDUSTRY FEDERATION AND THE CONSTRUCTION INDUSTRIAL COMMITTEE OF THE IRISH CONGRESS OF TRADE UNIONS

1. RESTRICTIONS

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

2. ABSENTEEISM

Where a worker without valid reason is absent for a day or most of a day (minimum 4.5 hours of standard working hours) he/she shall lose 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 .5 hour on three days in the pay week, he/she shall forfeit the specified amount for those three days. The same shall apply on all other days on which he/she is more than .5 hour late in starting in the particular pay week.

The specified amount is defined as the amount of the relativity increase of €6.98 (£5.50) per week in the case of craft workers and €6.22 (£4.90) per week in the case of general workers, which became effective on 1st September, 1977.

3. DEMARCATIION

Where demarcation issues arise workers shall continue working as directed by their employer until the issue is decided by a Sub-Committee of the Joint Industrial Council, which shall decide the issue within a stipulated period.

4. COMPLIANCE

The management of all relevant projects will display in a prominent position on site a summary of the main terms of the Registered Employment Agreement (to be agreed) so that all workers on such projects are aware of the terms.

In the event of an official of a union which is a party to the Registered Employment Agreement having concerns in relation to compliance on any project, that official will have access to a designated member of management who will be responsible for addressing those concerns. Management and union(s) shall engage constructively to resolve all matters at this point. If the matter remains unresolved following such engagement the matter will be referred to the Construction Industry Disputes Tribunal and/or the Labour Court in accordance with the Disputes Procedures set out in the Registered Employment Agreement.

5. 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. In the event of dismissal due to redundancy, having regard to experience, skills and disciplinary record (all other things being equal), “last-in, first-out” will apply.

6. 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 union agree, trade union officials shall go to the particular site as soon as possible to obtain a resumption of work.

7. **EARLY STARTS**

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

8. **PROTECTIVE CLOTHING**

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

9. **COMPENSATION FOR LOSS OF TOOLS**

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

10. **PRODUCTION RELATED PAYMENT SCHEMES**

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

The gross wages arising under other production rated schemes shall be 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.

11. **BEREAVEMENT LEAVE**

In the case of a death of a close relative a worker will be allowed up to three days special leave. The firm is to be notified as soon as possible of the bereavement. In the event that the bereavement occurs on or near a weekend, a period of annual leave or public holidays, the period of special leave will reduce proportionately.

The term “close relative” in this clause means a spouse, parent, child, brother or sister.

12. OVERTIME/PUBLIC HOLIDAYS

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

13. CHECK-OFF SYSTEM (DEDUCTION OF UNION CONTRIBUTIONS)

Each employer to whom this agreement applies shall deduct from each employee’s weekly wages the contribution due by that employee to his/her trade union. The amount deducted shall be sent monthly by the employer to the various trade unions.

CONSTRUCTION OPERATIVES
SKILLS AND RESPONSIBILITY RANKING

Grade A – 97% of Combined Craft Rate

Banksman
Concrete Pumps with Hydraulic Booms > 30 metres in length
Crawler Crane Operator
Dozers > 40 tonnes operating weight
Hydraulic Excavator > 50 tonnes operating weight
Mobile Crane Operator
Scaffolders with Advanced Scaffolding Card and four year experience
Steel Fixers
Tower Crane Operator, including Self-Erecting Tower Crane Operator

Grade B – 91% of Combined Craft Rate

Articulated Dump Trucks > 30 tonnes carrying capacity
Bar Bender & Reinforcement Fixer (Ability to read drawings)
Bulldozer Operator
Concrete Pumps with Hydraulic Booms < 30 metres in length
Concrete Workers i.e. Concrete Finishers, Screeders, Guniteers, and Grouters, Large
Batching mixing Concrete Batching Plants
Crushing Plants / Screening Plants
Directional Drill Rigs (for pipe laying)
Excavator Loaders
Heavy Duty Telescopic Fork-Lift Operator
Hydraulic Excavators > 20 tonnes operating weight
Kerb / Flagstone Layers
Motor Grader Operator
Motor Scraper Operator
Multi-Purpose Excavator / Loader Operator
Pipe Layers
Plant Operative, Concrete Pump Operator
Pneumatic / Hydraulic Crawler on Wheeled Drill Rigs
Remote Controlled Mini-Tower Cranes
Scaffolders with Basic Scaffolding Card
Telescopic Handlers
Truck Drive 9 – 16 tonne gross vehicle weight
Operatives attending Tradesmen paid on piecework / incentive schemes

Grade C 88% of Combined Craft Rate

Construction Operatives who have at least a minimum of **one year's experience** of site work and are capable of efficiently performing the standard tasks required, such as rendering assistance to the various craft disciplines, working with concrete crews, occasional operation of small plant and such similar tasks including van driver (0-1 ton capacity). Also included in this category are construction operatives attending tradesmen on basic rates.

Articulated Dump Trucks < 30 tonnes carrying weight

Concrete Mixers

Concrete gang operatives not included in Grade B

Hoist and Fork-lift Operator

Hydraulic Excavators < 20 tonnes operating weight

Loading Shovels < 20 tonnes operating weight

Operating Pot Mixer

Operating Site Dumpers / Tractors / Power Rollers / Dump Trucks / Small Mixers, etc.

Pneumatic and Electric Hand Tools – Concrete Saws

Rollers – Dead Weight or Vibratory, Pedestrian or Ride-on

Site Dumpers

Soil / Landfill Compactors < 30 tonnes operating weight

Tractors

Truck and Van Drivers 1-9 tonne capacity

Trucks < 16 tonnes gross vehicle weight

Using Mechanical or Electrical tools, for example, Polisher / Hammers such as a Bush or Kango Hammers / Pneumatic Drills / Grinders / Stone or Concrete Saws and similar such equipment

Vans & Pick-Ups

Grade D – 80% of Combined Craft Rate (New Entrants)

Construction Operatives who are capable of carrying out basic general labouring requirements, including occasional operation of small plant items.