

**AN EMPLOYMENT AGREEMENT REGISTERED IN THE REGISTER  
OF  
EMPLOYMENT AGREEMENTS**

**ON 20<sup>th</sup> June 2011,**

**UNDER SECTION 27 OF THE INDUSTRIAL RELATIONS ACT, 1946**

**REGISTERED EMPLOYMENT AGREEMENT**

**BETWEEN:-**

**OVERHEAD POWERLINE CONTRACTORS GROUP  
(OPCG)**

**AND**

**TECHNICAL ENGINEERING AND ELECTRICAL UNION**

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## **1 EMPLOYMENT AGREEMENT**

This agreement is made between the Overhead Powerline Contractors Group (OPCG) (hereinafter referred to as the Companies) and the Technical, Engineering and Electrical Union (TEEU) hereinafter referred to as the Union.

## **2 PURPOSE**

The purpose of this Agreement is to set forth terms and conditions of employment, to promote co-operation and good industrial relations between the Companies and the Union and to develop an orderly and harmonious relationship to the mutual advantage of the Companies, the Union and all employee/members.

## **3 SCOPE**

### **3.1 Workers to whom this Agreement applies.**

This agreement shall apply to workers engaged by an Overhead Powerline Contractor anywhere throughout the State i.e.:-

- (a) Chargehand
- (b) Lineworker
- (c) Trainee Lineworker
- (d) General Duties Assistant

### **3.2 Exclusions from scope of this Agreement.**

This Agreement shall not apply to:-

- (a) Workers affected by any other employment agreement.
- (b) Workers to whom an Employment Regulation Order, made as a result of proposals received from a Joint Labour Committee or other Registered Employment Agreement, applies.
- (c) Any other worker not referred to above.

## **4 DEFINITIONS**

### **4.1 In this Agreement**

- (a) An Overhead Powerline Contractor (OPC), hereinafter referred to as an applicable company, is defined as a company who as part of its business carries out the maintenance, construction and refurbishment of overhead powerlines, poles and towers on site, on a contract or sub-contract basis.
- (b) A site is the exact location where overhead powerline work is being carried out.
- (c) Overhead powerline work is defined as the maintenance, construction, refurbishment and adaptation of overhead powerlines, poles and towers on site.

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(d) "Employment agreement" means an agreement relating to the remuneration or the conditions of employment of workers of any class, type or group made between a trade union of workers and an employer or trade union of employers or made, at a meeting of a registered joint industrial council, between members of the council representative of workers represented by the Union and members of the council representative of employers.

#### **4.2 Joint Industrial Council**

A Joint Industrial Council will be established as part of the Agreement and its Terms of Reference, as set out in Appendix 1 of this agreement, will be registered with the Labour Court.

#### **4.3 Job Classes**

##### Chargehand

A person who has a minimum of one years' service as a Lineworker and has been assigned the responsibility of controlling a permit to work and/ or Lineworker.

##### Lineworker

A person who, after the establishment of this order, has completed 18 months service as a Trainee Lineworker and is engaged in overhead powerline work.

##### Trainee Lineworker

A person who is undertaking an 18 month training programme under the guidance of a lineworker and is engaged in overhead powerline work.

##### General Duties Assistant

A person wholly or mainly engaged on site assisting from the ground in all aspects of Powerline Work.

An applicable company may not employ more than one Trainee Lineworker for every 4 Lineworkers employed by the company on a contract.

### **5 UNION RECOGNITION AND UNION MEMBERSHIP**

- (a) The TEEU is recognised as the only Union with negotiating rights in respect of the categories of employees coming within the scope of this Agreement.
- (b) It shall be a condition of all workers to whom this agreement relates who commence employment after the establishment date of this agreement that they shall become and remain benefit members of the Union.
- (c) The Company recognises the Union's right to represent its members in matters relating to terms and conditions of employment and in matters covered by this agreement and appropriate facilities will be provided to its representatives.
- (d) The Company shall have the sole right to recruit employees from any source and the Union agrees to accept into membership any employee recruited by the Company, provided such a person shall be eligible for membership according to the rules of the Union and according to the provisions of this Agreement.

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- (e) Upon authorisation in writing by employees through their Union the Company will deduct weekly from payroll a sum equivalent to the members' dues, and remit such amounts on a monthly basis to the Union.
  - (f) The Company will be in no way liable in the event of any dispute arising between the Union and its members regarding such deductions.

## **6 PROBATIONARY PERIOD OF EMPLOYMENT**

- (a) All personnel shall initially be employed for a period of six months on a probationary basis, during which period employment may be terminated at any time if, in the opinion of the Company, which shall be conclusive, the person is not suitable. The probationary period may be extended, if necessary, by a maximum of 5 months, which will be recorded in writing.
- (b) During the probationary period, employees shall be subject to the Minimum notice and Terms of Employment Act 1973

## **7 WORKING HOURS**

- 7.1 (a) Working hours, which shall be based on a 12 month reference period, will be in accordance with the provisions of the Organisation of Working Time Act 1997.
- 7.1 (b) Where a worker is employed in more than one employment, he or she shall inform each employer of hours worked in any other employment, to allow the employer to ensure compliance with the provisions of the Organisation of Working Time Act, 1997.
- 7.1 (c) Working time shall commence from the time an employee commences work at the location they are instructed to report to as designated by the employer.
- 7.1 (d) The standard working week shall consist of 39 hours subject to a maximum spread of five days, Monday to Friday, exclusive of main meal breaks.
- 7.1 (e) Actual working hours will be dependent on the needs of the business. Starting time may be between 7.00am and 9.00am.
- 7.1 (f) All work carried out after midnight up to starting time will be paid at the rate of double time.
- 7.1 (g) The meal breaks will be as follows:

Morning tea break:	10 minutes (paid)
Lunch break:	30 minutes (unpaid)

Such breaks will be taken in a manner as to ensure continuity of the works underway.

### **Five Over Seven Working**

- 7.2 (a) Any applicable company on the giving of two weeks notice may during a 12 month period roster employees on the basis of 5 days over seven days for a maximum of 5 weeks subject to a maximum of three consecutive being worked at any one time. The working week will commence on a Monday on any such Roster.
- 7.2 (b) Where an employee works on a Sunday as part of the rostered week this will be paid at the rate of Time plus one third.

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## **8 RATE OF PAY**

### **8.1 Hourly Rate of Pay**

The hourly rate of pay, effective from 1st July 2011, shall be as follows:-

Chargehand (PICW)	18.95 (Equal to 107.5% Lineworker Rate)
Lineworker	17.63 (Lineworkers rate is the baseline rate of 100%)
Trainee Lineworker	14.50 (Equal to 82.25 % Lineworker Rate for final 12 months)
Trainee Lineworker	12.00 (Equal to 68.06% Lineworker Rate for first 6 Months)
Gen Duties Assistant	13.50 (Equal to 76.6% Lineworker Rate)

Where a General Duties Assistant is offered a position as a Trainee Lineworker they will be entitled to be placed on point 2 of the Trainee Scale.

### **8.2 Overtime**

- (a) All work performed in excess of the 39 basic week shall be considered overtime and paid at the appropriate overtime rate.
- (b) Only overtime worked on the instructions of the Company will be paid for.
- (c) All employees are obliged to work a reasonable amount of overtime, if and when required by the Company.
- (d) If an employee agrees to work an overtime schedule, he/she must adhere to the established scheduled commencement time and duration.
- (e) The overtime pay rates shall be:
  - Day work: Monday to Friday: time and one half .
  - Week-ends: Time and one half for the first four hours and double time thereafter until normal starting time on Monday.

### **8.3 Reporting on Site**

Employees will be expected to report to site at normal starting time and no travel time is payable under the terms of this agreement. However, in the event of an employee being requested to use his own vehicle in the course of the business of the company then a payment equivalent to the civil service mileage allowance will be payable.

### **8.4 Overseas recruitment**

There will be no deduction made from an employee of the cost of flights where they are recruited abroad and there is a contractual agreement to provide flights to and from home

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## **8.5 Overnight Allowance**

- (a) An overnight allowance covers a period of up to 24 hours which is necessarily spent overnight and is in excess of 50 Kilometres away from the person's normal place of residence, where accommodation is not provided by the employer. The rate of overnight allowance will be €40 per night.
- (b) In circumstances where suitable overnight accommodation is provided by the company the overnight allowance is not payable.
- (c) On the day following the last payable overnight allowance an allowance of €10 will be payable.

## **9 ANNUAL LEAVE & HOLIDAY PAY**

- (a) An employee covered under this agreement shall receive holidays with pay in accordance with the provisions of the Organisation of Working Time Act, 1997, or any amendments thereof.
- (b) The holiday year will be from January 1 to December 31 year, during which there will be a maximum of 20 days annual leave for all employees.

## **10 PUBLIC HOLIDAYS**

- (a) Public Holidays will be calculated and paid in accordance with the Organisation of Working Time Act, 1997, or such days as may be declared by law to be Public Holidays in lieu or in addition to those already in being.
- (b) An employee shall in respect of a designated Public Holiday, be entitled to:
  - I. a paid day off on that day, or
  - II. a paid day off within a month, or
  - III. an extra day's annual leave, or
  - IV. an extra day's pay as the employer may decide.
- (c) Payment of overtime for work done on a Public Holiday shall be at treble time or at double time plus a day off at a mutually acceptable later date.

## **11 PROTECTIVE CLOTHING**

The employer will provide all personal protective equipment and the tools necessary to carry out the duties assigned. The employee is responsible for the safe keeping and maintenance of any items issued and will be liable to pay replacement costs where such items are lost or damaged as a result of failure to keep such items safe or careless use.

## **12 DISCIPLINARY /GRIEVANCE PROCEDURE**

### **12.1 Disciplinary and Grievance Procedure at the Enterprise Level**

Each company must have in place a disciplinary and grievance procedure in accordance with S.I. No. 146/2000 — Industrial Relations Act, 1990 (Code of Practice on Grievance and Disciplinary Procedures) (Declaration) Order, 2000

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## **12.2 Disputes Procedure**

- (a) All disputes not involving matters of interpretation of this agreement, which are not resolved at the level of the enterprise, shall be referred to the Labour Relations Commission or a Rights Commissioner for resolution as appropriate.
- (b) Where the Rights Commissioner or Labour Relations Commission fail to resolve the matter the grievance shall be referred to the Labour Court.
- (c) No employee may take industrial action until after the rejection of a Labour Court or Rights Commissioner's Recommendation and then only after the expiry of at least 14 days written notice to the employer by the Union. All of the procedures set out in this rule must be exhausted before industrial action is taken.
- (d) Where a dispute has arisen within an enterprise and with the agreement of the parties the dispute may be referred to the NJIC for binding arbitration.

## **12.3 Matters of Interpretation**

- (a) No stoppage of work, go slow, or lock-out shall take place in regard to any issue arising on the interpretation of these Rules.
- (b) Should a dispute arise in relation to the interpretation of any part of this Agreement the matter will be referred to the National Joint Industrial Council (NJIC) for resolution.
- (c) Any matter of interpretation not resolved at the NJIC shall be referred to the Labour Court for decision in accordance with Section 20 (2) of the Industrial Relations Act 1969.

## **13 HEALTH AND SAFETY**

- (a) Applicable companies shall make reasonable provision for the safety and health of their employees during the hours of their employment, and shall abide by their obligations under the Safety, Health and Welfare at Work Act, 2005.

## **14 UNOFFICIAL ACTION**

In the event of unofficial action occurring, no money will be paid by the employer to Employees concerned and neither the union nor management will negotiate until there is a resumption of normal work. The union will make every effort to bring about a resumption as soon as possible. Where the appropriate Management and trade union agree, a trade union official shall go to the particular site as soon as possible to obtain a resumption of normal work.

## **15 SICK PAY AND PENSION SCHEME**

A Sick Pay Scheme and Pension Scheme equal in benefits to the Construction Workers Pension Scheme (PWPS) shall apply to all workers covered by the Scope of this agreement. For the avoidance of doubt unless a Sick Pay, Pension and Mortality Scheme is equal to or better than the Construction Workers Pension Scheme then the Construction Workers Pension Scheme will apply. All applicable companies covered by this agreement

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shall be bound by the provisions of this agreement whether they have headquarters outside of Ireland or not.

## **16 BEREAVEMENT LEAVE**

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

## **17 PROVISION FOR VARIATION**

This Agreement may be varied in accordance with the provisions of the Industrial Relations Act, 1946 - 2004.

## **18 WAGE REVIEW**

This agreement will be reviewed in January 2014 and on an agreed basis thereafter.

## **19 NOTICE**

- (a) Notice shall be in accordance with the Minimum Notice and Terms of Employment Act, 1973 except in the case of gross misconduct
- (b) 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 an individual or a trade union to invoke the agreed disputes procedure in any particular case.

## **20 CERTIFICATE OF SERVICE**

Each worker shall be entitled to request from his or her employer on termination of his or her employment, a certificate of service showing the period of such employment, in each particular grade/position in which he or she may have been employed.

## **21 COMPLIANCE & ENFORCEMENT**

- (a) The parties covered by this agreement are fully committed to its terms and will act at all times to preserve its integrity.
- (b) Applicable companies shall not enter into a contract to provide services covered by this agreement with a client company unless the client company has given an undertaking that it will employ the services of an Audit Services company to conduct an audit or investigation at least once a year into the terms and conditions of employment of all Overhead Powerline Contractors carrying out works within the scope of this agreement on their behalf.
- (c) All contractors must, before the commencement of any contract within scope of this agreement, provide evidence to their client company that they are paying the appropriate rate of pay and that all persons engaged are members of the TEEU.
- (d) All Overhead Powerline Contractors and their employee/members of the union will co-operate fully with any such audit or investigation.



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- (e) Information gathered by an Audit Services Company for the purpose of compliance with this agreement may be made available to the NJIC with a view to rectifying any breach of the Agreement.
  - (f) Notwithstanding clause (e) above union delegates with written authority from the union shall be entitled to visit jobs and places of work during working hours for the purpose of ensuring compliance with this agreement.

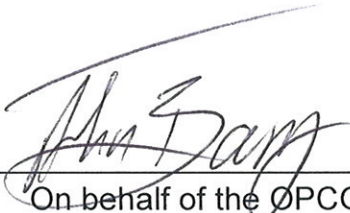
## 22 EQUAL TREATMENT

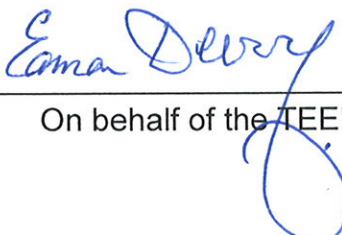
- (a) The Union agrees to maintain the terms of this agreement and the obligations and benefits attaching thereto with all other Employer Groups of Individual Employers doing similar work.
- (b) The employers on their part agree that they will not make any agreement altering the terms of this agreement with any other Union, Association or Individual engaged in similar work.

## 23 TRANSITIONAL ARRANGEMENTS

- (a) Date of Agreement: While it is the intention to register this agreement with the Labour Court, and all parties are committed to bringing this about as soon as may be, the implementation date of this agreement is agreed between the parties to the agreement as of 1<sup>st</sup> July 2011

Signed:

  
On behalf of the OPCG

  
On behalf of the TEEU

Dated:

12<sup>th</sup> May 2011.

## Joint Industrial Council for Overhead Powerline Contractors Industry

1. The Council is established to promote harmonious relations between Companies engaged in the Overhead Powerline Contractors Industry and the workers employed by them for the carrying out of their business.
2. Membership of the Council is open to employees engaged in overhead power line work, TEEU officials and Overhead Powerline Contractors.
3. The Council shall consist of 8 members, a Chairman and Official Secretary The Chairman and Official Secretary shall be appointed by the Labour Court at the request of the Council members.
4. 4 Members shall be appointed by the Overhead Powerline Contractors Group and 4 Members by the TEEU
5. Side Secretaries, who shall be one of the members referred to in clause 4 above, shall be appointed by the employer representatives for the employer side and the employee representatives for the employee side. The Chairman shall be notified of the name of the Side Secretaries appointed. A Side Secretary will hold their position at the discretion of the nominating body or until his/her resignation from the position.
6. If by reason of illness or other sufficient cause any member is unable to be present at a meeting of the Council the employers' or the workers' side as the case may be shall nominate a deputy to attend the meeting and exercise all the functions conferred on the member by the constitution. The names of representatives appointed by the Employers and the TEEU shall be notified to the Official Secretary of the Council.
7. The members shall hold office for so long as the nominating bodies shall think fit. Should any vacancy occur by resignation or otherwise, the vacancy shall be filled by the appointment to the Council of another member by the body which appointed the retired member.
8. Meetings of the Council shall be held as thought fit by the constituent bodies.
9. It will be the duty of the official Secretary, in consultation with the Chairman and Side Secretaries, to summon meetings of the Council, to prepare the agenda of the meetings, which shall be circulated not less than 7 days before the meeting, to keep minutes of proceedings and generally to carry out the instructions of the Council and Chairman in all matters relating to the proper working of the Council and the promotion of its objects.
10. The duties of a Side Secretary shall be to summon separate meetings of his/her side for the consideration of any matters to be brought before the Council. When a meeting of the Council is desired by either side the Secretary of that side shall notify the Official Secretary of the Council and shall forward details

of the business which that side desires to be put on the agenda of the meeting and the said meeting shall be called within fourteen days of receipt of request.

11. A quorum shall consist of a Chairman and at least two on each side of the Council.
12. In pursuance of its objectives, the Council shall be the negotiating body in respect of wages and conditions of employment for all categories of staff covered by the Registered Agreement for the Overhead Powerline Contracting Industry.
13. In the event of a dispute arising between all or any of the members of the union represented on the Council and all or any of the individual firms represented on the Council by the employer organisation, the matters in dispute if not settled between the firm and the union locally may be referred to the Council. If the Council is unable to resolve the issue in dispute, the matter shall be referred to Arbitration or to the Labour Court and no strike, lock-out or interference with normal working operations shall take place before the Arbitrator has issued his findings or the Court has made a recommendation.
14. The Council shall have power to appoint a sub-committee to deal with any particular matter and such sub-committee shall report to the parent body.
15. The Council shall have power to alter this constitution by consent of the two sides of the Council but only at a special meeting summoned for the purpose and as a general rule amendments may only be made once every three years.