

THE LABOUR COURT

Copy of an Employment Agreement registered in the Register of Employment Agreements on 9th May, 1988 as varied for the third time by the Labour Court under Section 28 of the Industrial Relations Act, 1946 by:

REGISTERED EMPLOYMENT AGREEMENT (PRINTING INDUSTRY CITY AND COUNTY OF DUBLIN) VARIATION ORDER, 2007 WITH EFFECT FROM 15th JUNE, 2007

EMPLOYMENT AGREEMENT

BETWEEN

THE IRISH PRINTING FEDERATION ON THE ONE HAND

AND

THE PRINTING TRADES' GROUP OF UNIONS ON THE OTHER HAND

National Graphical Association

The Irish Print Union

The Irish Transport and General Workers' Union

Federated Workers Union of Ireland/Irish Women Workers' Branch

Amalgamated Engineering Union

AN AGREEMENT between the IRISH PRINTING FEDERATION on the one hand;
NATIONAL GRAPHICAL ASSOCIATION, THE IRISH PRINT UNION, THE IRISH
TRANSPORT AND GENERAL WORKERS' UNION, FEDERATED WORKERS'
UNION OF IRELAND/IRISH WOMEN WORKERS' BRANCH AND
AMALGAMATED ENGINEERING UNION on the other hand.

1. **SCOPE**

The classes of workers covered by this Agreement are workers engaged during the whole or part of their time in the City and County of Dublin in the production of printed matter (other than newspaper offices) by plant and equipment in normal use in commercial printing establishments together with ancillary workers as set out in the attached schedule and their employers.

2. **RATES OF PAY**

The Rates of Pay of workers to whom this Agreement relates shall be set out in the attached schedule.

3. **HOURS OF WORK**

The working week for adults on day work shall be thirty-nine hours; and the working week on night work or double-day shift shall be thirty-eight and a half hours. The working week for juveniles shall be as per Statute.

4. OVERTIME

(1) Rules applicable to overtime on day-work operations

- (a) Overtime on day work to be paid at the rate of time-and-a-half for any time worked between the recognised finishing time and midnight, and at the rate of double-time for any time worked from midnight to the recognised time for starting next morning.
- (b) Overtime worked prior to the normal starting time for day-work will be paid at the rate of double-time.
- (c) An employee required to work throughout his normal lunch period shall not be paid overtime but shall be allowed a period equal to one-and-a-half times his normal lunch period as substitute time. An employee required to work on after his normal time for commencing his lunch period shall have the period extended by half an hour if the time involved exceeds fifteen minutes.

In operating this clause the parties to this Agreement must respect the terms of Clause 48(1) of the Conditions of Employment Act, (1936), which clause requires that in any normal working day each worker must have a break of at least 30 minutes, which break must commence not later than the end of the fifth hour of work.

(2) Rules applicable to overtime on double-day shift operations

- (a) Overtime on double-day shift on a normal working day shall be paid at the rate of time-and-a-half for the first four hours after any shift and at double-time thereafter.
- (b) Overtime worked prior to the start of a first or second shift in a double-day shift operation will be paid at the rate of double-time.

(3) **Rules applicable to overtime on night work operations**

- (a) Overtime on night work shall be paid at the rate of time-and-a-half for time worked between the recognised time for finishing and 8.00 a.m. and at double-time thereafter.

(4) **Rules which are equally applicable to overtime worked on day-work, night-work or double-day shift operations (Monday to Friday)**

- (a) No overtime payment will be made where the extra time worked does not exceed ten minutes. Where it exceeds ten minutes and does not exceed one half hour, one half hour will be paid for at the appropriate rate.

Similarly, where overtime in excess of forty minutes but less than sixty minutes is worked, one hour's overtime will be paid.

- (b) Lates of up to one hour accumulated during the normal working week (Monday to Friday) will be deducted at flat rate. Lates in excess of one hour will be deducted at the appropriate overtime rate (assuming overtime has in fact been worked). For the purpose of this rule a complete day's absence without permission will be regarded as coming within the definition of lates.

(5) **Rules applicable to weekend overtime**

- (a) Employees required to work on Saturday forenoon shall be guaranteed four hours from 8.00 a.m. at the rate of time-and-a-half. Subsequent time (provided four hours shall have been worked) will be at the rate of double-time. All other overtime worked on Saturday (before 8.00 a.m. or after mid-day) or on Sunday shall be at the rate of double-time.

- (b) Lates accumulated during the normal worked week (Monday to Friday) will not be offset against overtime hours worked on Saturdays, Sundays or Bank Holidays. However, where weekend overtime is a regular occurrence and it coincides with frequent late-coming during the normal week, the application of the foregoing point will be jointly considered by the employer, the Federation and the Union.
- (b) Lates accruing at the start of the weekend overtime work (Saturday or Sunday or Bank Holiday) will be set against any overtime worked on such days.

(6) **Rules applicable to Public Holiday overtime**

- (a) Employees working for up to eight hours (between normal starting and finishing times) on a Public Holiday shall be paid at the rate of double time, such rate to be inclusive of the holiday pay already given (besides which they shall be entitled to a day's holiday with pay).

NOTES:

- (a) On wages paid to employees over the standard, the overtime rate to be pro-rata to their normal weekly wage without overtime.
- (b) The term "recognised time" shall mean the agreed time for each individual's starting or finishing work and not the recognised time at which the hour generally may start or finish work.

5. **LOST TIME**

- (1) Avoidable lost time will be deducted on the basis of minutes accumulated during the normal working week. Such time in excess of one hour will be deducted at overtime rates if overtime is worked during that week (see rules on overtime above). For the purpose of this rule a complete day's absence without permission will be regarded as coming within the definition of lates. Deductions will not be made in respect of unavoidable lost time, which is defined below.

Unavoidable lost time is defined as absence (a) by leave of the management, or (b) in the case of the acceptance of valid reason by the management.

- (2) The trade unions concerned will support the employer in disciplinary action against persistent late-comers.

6. **RUNNING MACHINES THROUGH TEA BREAKS**

It is agreed that every endeavour will be made, where feasible, to keep machines running during tea breaks (this provision does not refer to the statutory shift break).

7. **ANNUAL HOLIDAYS**

- (1) With effect from the start of the statutory leave year 1/4/1982 to 31/3/1983 the entitlement to annual holidays shall be twenty one days.
- (2) All such annual holidays shall be treated in accordance with the terms of the Holidays (Employees) Act, 1973.

- (3) (a) Two weeks of annual leave will be taken between 1st April and 30th September.
- (b) One further week will be taken between 1st October and 31st March.
- (c) One further week by consultation, subject to the proviso that the employer will have the option (on giving six weeks' notice) of closing for this week in the Christmas/New Year holiday period. Such a closure must run through a full week (Monday to Friday).

An employer exercising the above mentioned option may also close (but is not obliged to close) in respect of lieu days arising therefrom immediately before or immediately after the Christmas/New Year period.

- (4) (a) When a company has a fixed closedown period the timing of the established period will not be altered by the employer later than the 31st January in the calendar year in question.
- (b) When a company has a floating closedown period the timing of the closedown will be notified to the employees not later than the 31st January in the calendar year in question.

(5) **Holiday pay entitlement on cessation of employment**

- (a) An employee who ceases employment shall be entitled to an allowance equal to one day's pay multiplied by the number of days' annual leave agreed between the signatories to this Registered Agreement and divided by twelve- such an allowance to be paid in respect of each month which the employee has worked at least 120 hours (including overtime) or 110 hours if under 18 years of age (including overtime) and in respect of which he has not had annual leave. A pro-rata payment would apply in respect of each further week worked - i.e., total current annual leave divided by 52.
- (b) Such employees will be entitled to receive a written statement from their employer giving details of this entitlement one week prior to their departure.

(6) **Recall to work during holiday period**

If an employee is recalled to work during the time the house is shut down for annual holidays he shall be entitled to the following recompense for each day so worked:

- (a) He shall retain the holiday pay which he had already received and
- (b) He shall be paid again at the rate of half-time for each day worked in this way and
- (c) He shall be entitled to a day's holiday with normal pay at another time for each day worked in this way.

NOTES:

- (a) Interruption of employment due to illness (other than accidents within the ambit of the Occupational Injuries Act), rotation or working of short time, shall not affect holiday entitlement until such interruption exceeds one month and provided the employee returns to the same employment after the interruption. At the end of one month's absence through illness, the employment shall be deemed to be terminated (for the purpose of calculating holiday entitlement) and on resumption the employee will commence a fresh period of employment.
- (b) Where the word "month" is used in this section, it shall mean a period calculated from any date in a month to the date preceding the same day in the following months.

8. PUBLIC HOLIDAYS

- (1) The following Public Holidays and any National Holiday declared as such by Government Proclamation will be paid for at the employee's normal rates, viz. Christmas Day, St. Stephen's Day, New Year's Day, St. Patrick's Day, Easter Monday, Whit Monday, the first Monday in August and the last Monday in October.
- (2) (a) Employees leaving employment before a Public Holiday who have been at work in any individual house for not less than 120 hours (including overtime) during the period of five weeks immediately preceding a Public Holiday (Juveniles - one hundred and ten hours) shall be entitled to a sum from such house equivalent to a full day's pay.

- (b) Casual workers and employees entering employment before a Public Holiday shall be subject to a similar qualifying rule.
- (3) When a Public Holiday falls on a Saturday or a Sunday an employee shall be given a substitute day's holiday. The date of any substitute hours shall be mutually agreed upon, such mutual agreement to be arrived at two weeks in advance.
- (4) The question of closing down on the day preceding or following a Public Holiday shall be a matter for mutual agreement in each establishment, such mutual agreement to be arrived at two weeks in advance.
- (5) Overtime on Public Holidays - see Section on Overtime.

NOTES:

- (a) Where the terms "mutually agreed" or "mutual agreement" are used in this agreement they mean agreed between an employer and a majority (by aggregate secret vote which will be taken at the place of employment) of all employees concerned excluding employees under 18 years of age.
- (b) Interruption of employment affecting entitlement to Public Holiday pay is governed by the same rule as Clause 7. - Note (a).

9. NOTICE OF TERMINATION OF EMPLOYMENT

No person shall be required to accept employment for a period shorter than one week and, until the employee has been employed for six weeks continuously, the agreement may be terminated by the employee or the employer at the end of any working day. After six weeks' continuous employment in any one house the employee shall be required to give, and shall be entitled to receive, two weeks' notice, such notice to be given at the end of a working week. Under the terms of the Minimum Notice and Terms of Employment Act, 1973, employees with five years' service or more are entitled to the following notice:

5 to 10 years' service	-	4 weeks
10 to 15 years' service	-	6 weeks
15 years' service or more	-	8 weeks

10. NOTICE OF CHANGE IN CONDITIONS OF EMPLOYMENT

- (1) A change in working conditions (other than agreed probationary periods) affecting the normal wage rates of an employee shall be subject to the two weeks' notice.
- (2) It is agreed that there will be co-operation in the event of sickness, in modifying the rule requiring a fortnight's notice of change in working conditions.

11. NEW MACHINERY AND DEVICES

The following procedure will be used when new or amended machinery and devices are introduced that are not covered by existing agreements:

The organisations concerned shall arrange a joint inspection within three months of the machine commencing running. Meantime, pending the inspection and until agreement is reached, the machine operators shall receive his ordinary wages. In the event of a higher rate being agreed it will have retrospective application less any agreed training period.

12. DISPUTES PROCEDURES

- (1) The working of existing agreements and practices, e.g. overtime worked as a normal practice on a set day each week or month, or on printed matter that has incorporated in it a special date of publication or use, will not be varied to the detriment of either side in the event of a dispute or threatened dispute.
- (2) Should any dispute arise between workers to whom this Agreement relates and their employers, no strike or lock-out or any other form of coercive action shall take place until the dispute has been submitted for settlement by negotiation in accordance with whichever of the following procedures is appropriate.
- (3) Where the parties to the dispute are represented on the Joint Industrial Council and the points at issue between them are covered by or impinge upon the terms of any agreement between the Irish Printing Federation and the Printing Trades' Group then the points at issue will be processed as follows:
 - (a) Every effort should first be made to resolve the dispute at local level.
 - (b) If the local discussions fail to resolve the points at issue the parties will discuss them directly in the presence of their respective Federation and Union officials.

- (c) If the foregoing steps fail to resolve the matter the points at issue may be referred to a three-a-side meeting within seven days at the request of either party.
 - (c) If the foregoing steps fail to resolve the matter either party may request that the points at issue be referred to a meeting of the Joint Industrial Council within fourteen days.
 - (e) If the Joint Industrial Council fails to resolve the matter the parties will jointly refer the points at issue to the Labour Court for investigation and recommendation.
- (4) Where the parties to the dispute are represented on the Joint Industrial Council but the points at issue are covered by a house-level agreement and/or are house-level matters, the points at issue will be processed as follows:
- (a) The parties will discuss the points at issue directly in the presence of their respective Federation and Union officials.
 - (b) If the foregoing step fails to resolve the matter, the points at issue will be referred to conciliation as quickly as possible.
 - (c) If the foregoing steps fail to resolve the matter the points at issue will be referred to the Labour Court for investigation and recommendation.

13. VARIATION

This Agreement may be varied under the provisions of Section 28 of the Industrial Relations Act, 1946.

14. INTERPRETATION

Any reference in this Registered Agreement to 'he' or 'his' will be deemed to refer equally to male and female employees.

15. TERMINATION

This Agreement may be terminated by any of the contracting parties giving the other six months' notice in writing.

REGISTERED EMPLOYMENT AGREEMENT BETWEEN

Printing Trades' Group of Unions

Irish Printing Federation

Signatures:

Signatures:

Fergus Farrell

Gilbert Brosnan

National Graphical Association

Bernard Rorke

Alan E. Field

Irish Print Union

Michael McDermott

Irish Transport & General Workers' Union

Janet Hughes

Women Workers Branch/Federated Workers'

Union of Ireland

F. Callaghan

Amalgamated Engineering Union

SCHEDULE

COMMERCIAL HOUSES

National Agreement

This schedule contains new rates effective from 1st August, 2005 i.e., pay week ending 1st August, 2005. (If your pay week does not coincide with the above then the new rates are intended to be effective for the pay week which most closely coincides with it).

IMPORTANT NOTE: The percentage increases in these schedules should **also be applied to above-the-rate personal extras on which overtime is paid.**

	PRESENT RATE	THIRD PHASE S.P. Part II 2.5%	NEW RATE EFFECTIVE 1/8/05
Compositors, Readers & Stereotypers	372.13	9.30	381.43
Keyboard Operators 3%	383.30	9.58	392.88
Caster (1 machine)	364.92	9.12	374.04
Caster (2 machines) + 39c	365.54	9.14	374.68
Caster (3 machines) + 77c	366.15	9.15	375.30
Photocomposition (12%)	416.77	10.42	427.19
Photocomposition Keyboarding (15%)	427.95	10.70	438.65
Photocomposition Keyboarding (22.5%)	455.88	11.40	467.28

LETTERPRESS	PRESENT RATE	THIRD PHASE S.P. Part II 2.5%	NEW RATE EFFECTIVE 1/8/05
Letterpress Minder	372.13	9.30	381.43
Single Colour up to Quad Crown (3%)	383.30	9.58	392.88
Single Colour over Quad Crown (3% + 16c)	383.49	9.59	393.08
2-Colour or Perfector up to Quad Crown (6%)	394.47	9.86	404.33
2-Colour or Perfector over Quad Crown (6% + 32c)	394.87	9.87	404.74
2 "Specified" machines (3%)	383.30	9.58	392.88
Rotary Presses (3% + 63c)	384.35	9.61	393.96
SHIFT EXTRAS - CRAFT			
Double Day (38.5 hour week)	64.28	1.61	65.89
Night (38.5 hour week)	122.45	3.06	125.51

COMMERCIAL HOUSES

National Agreement

This schedule contains new rates effective from 1st August, 2005 i.e., pay week ending 1st August, 2005. (If your pay week does not coincide with the above then the new rates are intended to be effective for the pay week which most closely coincides with it).

IMPORTANT NOTE: The percentage increases in these schedules should **also be applied to above-the-rate personal extras on which overtime is paid.**

SMALL OFFSET SECTION	PRESENT RATE	THIRD PHASE S.P. Part II 2.5%	NEW RATE EFFECTIVE 1/8/05
Age 16 (40%)	147.51	3.69	151.20
Age 17 (50%)	184.37	4.61	188.98
Age 18 (60%)	221.24	5.53	226.77
Age 19 (75%)	276.58	6.91	283.49
Age 20 (85%)	313.44	7.84	321.28
Age 21	368.75	9.22	377.97

Based on rate of 377.97

COMMERCIAL HOUSES

National Agreement

This schedule contains new rates effective from 1st August, 2005 i.e., pay week ending 1st August, 2005. (If your pay week does not coincide with the above then the new rates are intended to be effective for the pay week which most closely coincides with it).

IMPORTANT NOTE: The percentage increases in these schedules should **also be applied to above-the-rate personal extras on which overtime is paid.**

CARTONS	PRESENT RATE	THIRD PHASE S.P. PART II 2.5%	NEW RATE EFFECTIVE 1/8/05
Platens (2 machines)	372.13	9.30	381.43
Pre-Makeready (5%)	390.72	9.77	400.49
Die/Forme Making (7.5%)	400.01	10.00	410.01
Glueing - Straight Line	372.13	9.30	381.43
Glueing - C/Lock, D/Wall, Spot (5%)	390.72	9.77	400.49
Bobst 1420 ER (17.5%)	437.26	10.93	448.19
Bobst 1420 E (16%)	431.66	10.79	442.45
Bobst 1260 (10%)	409.34	10.23	419.57
Bobst 1080 (7.5%)	400.01	10.00	410.01
Bobst 1020 (7.5%)	400.01	10.00	410.01
Bobst 900 (5%)	390.72	9.77	400.49

PROCESS HOUSES (GRAPHIC REPRODUCTIONS)

National Agreement

This schedule contains new rates effective from 1st August, 2005 i.e., pay week ending 1st August, 2005. (If your pay week does not coincide with the above then the new rates are intended to be effective for the pay week which most closely coincides with it).

IMPORTANT NOTE: The percentage increases in these schedules should **also be applied to above-the-rate personal extras on which overtime is paid.**

	PRESENT RATE	THIRD PHASE S.P. PART II 2.5%	NEW RATE EFFECTIVE 1/8/05
JOURNEYMAN/ JOURNEYWOMAN	411.66	10.29	421.95
* APPRENTICES			
Up to 17th Birthday (35%)	144.09	3.60	147.69
Up to 18th Birthday (45%)	185.26	4.63	189.89
Up to 19th Birthday (55%)	226.41	5.66	232.07
Up to 20th Birthday (65%)	267.57	6.69	274.26
Up to 21st Birthday (75%)	308.75	7.72	316.47
Up to 22nd Birthday (85%)	349.90	8.75	358.65
Up to 23rd Birthday (95%)	391.07	9.78	400.85

***NOTES** (a) Full rate after 5 years (b) Based on rate of 421.95

	PRESENT RATE	THIRD PHASE S.P. PART II 2.5%	NEW RATE EFFECTIVE 1/8/05
<u>NEW LEARNER ENTRANTS AFTER WEEK ENDING 6/7/89</u>			
1st Year 55%	187.56	4.69	192.25
2nd Year 70%	238.73	5.97	244.70
3rd Year 85%	289.88	7.25	297.13
<u>MESSENGER BOYS</u>			
Age 15 but under 16 (30%)	62.33	1.56	63.89
Age 16 but under 17 (35%)	119.36	2.98	122.34
Age 17 but under 18 (40%)	136.43	3.41	139.84

COMMERCIAL HOUSES**National Agreement**

This schedule contains new rates effective from 1st August, 2005 i.e., pay week ending 1st August, 2005. (If your pay week does not coincide with the above then the new rates are intended to be effective for the pay week which most closely coincides with it).

IMPORTANT NOTE: The percentage increases in these schedules should **also be applied to above-the-rate personal extras on which overtime is paid.**

TRANSPORT	PRESENT RATE	THIRD PHASE S.P. PART II 2.5%	NEW RATE EFFECTIVE 1/8/05
<u>SENIOR RATE</u>	341.05	8.53	349.58
<u>SHIFT EXTRAS</u>			
Double Day (38.5 hour week)	58.92	1.47	60.39
Night (38.5 hour week)	112.22	2.81	115.03

COMMERCIAL HOUSES

National Agreement

This schedule contains new rates effective from 1st August, 2005 i.e., pay week ending 1st August, 2005. (If your pay week does not coincide with the above then the new rates are intended to be effective for the pay week which most closely coincides with it).

IMPORTANT NOTE: The percentage increases in these schedules should **also be applied to above-the-rate personal extras on which overtime is paid.**

CRAFT APPRENTICES to above trades	PRESENT RATE	THIRD PHASE S.P. PART II 2.5%	NEW RATE EFFECTIVE 1/8/05
1st year (33%)	124.04	3.10	127.14
2nd year (50%)	186.07	4.65	190.72
3rd year (75%)	279.09	6.98	286.07
4th year (90%)	334.92	8.37	343.29

COMMERCIAL HOUSES

National Agreement

This schedule contains new rates effective from 1st August, 2005 i.e., pay week ending 1st August, 2005. (If your pay week does not coincide with the above then the new rates are intended to be effective for the pay week which most closely coincides with it).

IMPORTANT NOTE: The percentage increases in these schedules should **also be applied to above-the-rate personal extras on which overtime is paid.**

LITHOGRAPHIC	PRESENT RATE	THIRD PHASE S.P. PART II 2.5%	NEW RATE EFFECTIVE 1/8/05
Small offset (operated by journeyman)	372.13	9.30	381.43
Single Colour over Demy Size (6%)	394.47	9.86	404.33
2-Colour (11%)	413.05	10.33	423.38
Printing-down Frame (5%)	390.72	9.77	400.49
Step-and-Repeat (7%)	398.16	9.95	408.11
Litho Artists (Full Craft)	388.90	9.72	398.62

COMMERCIAL HOUSES

National Agreement

This schedule contains new rates effective from 1st August, 2005 i.e., pay week ending 1st August, 2005. (If your pay week does not coincide with the above then the new rates are intended to be effective for the pay week which most closely coincides with it).

IMPORTANT NOTE: The percentage increases in these schedules should **also be applied to above-the-rate personal extras on which overtime is paid.**

BOOKBINDERS	PRESENT RATE	THIRD PHASE S.P. PART II 2.5%	NEW RATE EFFECTIVE 1/8/05
Class I	372.13	9.30	381.43
Class II (3%)	383.30	9.58	392.88
Class III (4.5%)	388.89	9.72	398.61
Class IV (7.5%)	400.01	10.00	410.01
Ruler Autofed/Disc (3%)	383.30	9.58	392.88
Ruler Autofed/2 sided (4.5%)	388.88	9.72	398.60