

**S.I. NO. 60 OF 2004**

**EMPLOYMENT REGULATION ORDER (CONTRACT CLEANING (excluding the City and County of Dublin) JOINT LABOUR COMMITTEE), 2004**

**WHEREAS** the Labour Court (hereinafter called ‘the Court’), pursuant to the provisions of the Industrial Relations Acts, 1946-2001, made an Employment Regulation Order dated 28th July, 2003 (S.I. No. 354 of 2003) (hereinafter called ‘the said Order’) fixing the statutory minimum remuneration and regulating the statutory conditions of employment of workers in relation to whom the Contract Cleaning (excluding the City and County of Dublin) Joint Labour Committee (hereinafter called ‘the Committee’) operates;

**AND WHEREAS** the Committee has submitted to the Court a proposal for revoking the said Order;

**AND WHEREAS** the Committee has also submitted to the Court the proposals set out in the Schedule hereto for fixing the statutory minimum rates of remuneration and regulating the statutory conditions of employment of workers in relation to whom the Committee operates;

**AND WHEREAS** the provisions of Section 48 of the Industrial Relations Act, 1990 have been complied with;

**NOW, THEREFORE**, the Court, in exercise of the powers conferred on it by Section 43(4) of the Industrial Relations Act, 1946, and by Section 48(4) of the Industrial Relations Act, 1990 hereby Orders as follows:-

- (1) **This Order may be cited as the Employment Regulation Order (Contract Cleaning (excluding the City and County of Dublin) Joint Labour Committee), 2004.**
- (2) **Effect is hereby given to the proposals set out in the Schedule hereto.**
- (3) **The provisions set out in the Schedule hereto shall have effect as from 1st March, 2004 and as from that date the said Order shall be revoked.**

**NOTE:** Enquiries should be directed to **The Secretary, Joint Labour Committees, The Labour Court, Tom Johnson House, Haddington Road, Dublin 4** (Telephone (01) 6136666, Extension Nos. 6639, 6640, 6641 and 6642. “Lo-Call” number (if calling from outside (01) area) 1890 220 228).

## **SCHEDULE**

### **PART I**

#### **WORKERS TO WHOM THIS SCHEDULE APPLIES**

1. Workers employed in Contract Cleaning in the area excluding the City and County of Dublin who are engaged on any of the following duties, that is to say:-

**The cleaning of the interior of offices, shops, hospitals, factories, stores and other similar establishments**

#### **BUT EXCLUDING**

- (i) Workers affected by any Employment Agreement, that is "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 and members of the council representative of employers."
  - (ii) Workers to whom an Employment Regulation Order made as a result of proposals received from another Joint Labour Committee applies.
  - (iii) Workers engaged on exterior structural cleaning.
2. In this schedule "Contract Cleaning" means the cleaning of premises by companies engaged in whole or in part on the provision of cleaning and janitorial services in establishments such as hospitals, offices, shops, factories, stores or similar establishments on a contract basis.

## PART II

### STATUTORY MINIMUM REMUNERATION AND CONDITIONS OF EMPLOYMENT

#### SECTION 1- RATE OF REMUNERATION

<b>FROM 1ST MARCH, 2004</b>	<b>FROM 1ST DECEMBER, 2004</b>	<b>FROM 1ST JUNE, 2005</b>
<b>€7.77 per hour</b>	<b>€7.93 per hour</b>	<b>€8.09 per hour</b>

#### SECTION II - ANNUAL HOLIDAYS

- (a) Depending on time worked, employees' holiday entitlements should be calculated by one of the following methods:-
- (a) 4 working weeks in a leave year in which the employee works at least 1,365 hours (unless it is a leave year in which he or she changes employment).
  - (b) 1/3 of a working week per calendar month that the employee works at least 117 hours.
  - (c) 8% of the hours an employee works in a leave year (but subject to a maximum of 4 working weeks).
- (b) Workers are entitled to a day's holiday or double time or a day off in lieu in respect of Good Friday.
- (c) Payment for Public Holidays shall be in accordance with Part III of the Organisation of Working Time Act 1997, exclusive of any qualifying number of hours required in that Act.

## PART III

### TERMS OF EMPLOYMENT

All Employers will, on request or within one month of the commencement of employment, provide each employee with a written statement of the employee's terms of employment, including

Name of worker

PAYE Number

PRSI Number

(1) **Date of commencement of employment**

Day Month Year

(2) Name of Company

(3) Address of Company

(4) **Pay**

Weekly \_\_\_\_\_ Hourly \_\_\_\_\_ Bonus (if any)

(5) Pension scheme (if any)

(6) **Hours of Work**

Morning \_\_\_\_\_ Evening \_\_\_\_\_ Night \_\_\_\_\_

Four weeks' notice of change in hours of work or payment in lieu of notice to be given to each employee.

(7) **Overtime**

Hours for which it will be paid

Rate during weekdays

Rate at week-ends and Sundays and Bank Holidays

- (8) **Shift Hours**  
Rate
- (9) Particulars of times and duration of rest periods and breaks
- (10) Where Sunday working is part of the normal week's work, or regularly part of a roster, it will be included in Holiday Pay payment and will be calculated on the average of Sundays worked in the 13 weeks prior to the date of the employee's holidays.

#### **PART IV**

#### **OTHER CONDITIONS OF EMPLOYMENT**

**Nothing in this Employment Regulation Order shall be taken to exclude, limit or be in any way inconsistent with the rights of any employee under any statutory enactment.**

1. **Sick Pay Scheme:**

The following Sick Pay Scheme will apply in each employment.

- (a) Medical certificate to be submitted on the 3rd day of illness and on a weekly basis thereafter.
- (b) No benefit to be paid for the first 5 working days of illness. Benefit will be paid in respect of certified illness only.
- (c) **Benefit:** 20% of basic weekly rate for up to 6 weeks in any one rolling year, subject to the sum of all benefits i.e. both State and Company benefits (not including occupational injury benefit) not exceeding the individual's personal rate of weekly pay.
- (d) **Contribution:** 0.5% of basic rate of pay for all employees.
- (e) Employees may opt into the scheme at any time after their entry to employment. They may opt in or out of the scheme with effect from 1st January each year.

## 2. **Minimum Notice**

- (a) Employees shall be entitled to the terms of the Minimum Notice and Terms of Employment Acts, 1973-1991, and these terms shall be stated in each contract of employment.
- (b) In the case of a fixed term contract (e.g. temporary job), the date of termination of the contract will be stated.

## 3. **Grievance Procedure**

There shall be no dispute until the dispute has been submitted for settlement by negotiation, as follows:-

### **Stage 1**

Discussion between the workers' shop steward (if appropriate) in the Company and the management's representatives. If settlement cannot be reached at this stage, stage 2 will be implemented.

### **Stage 2**

Discussions between the workers' union official (if appropriate) and management representatives will take place in an attempt to resolve the problem. If settlement cannot be reached at this stage, stage 3 will be implemented.

### **Stage 3**

Reference of the dispute to either a Rights Commissioner or Labour Relations Commission conciliation conference should be agreed between the parties. If the recommendation of a Rights Commissioner is not acceptable to either party, or if the outcome of a conciliation conference is not acceptable to either party, the parties will request a full hearing of the Labour Court. No industrial action will be taken until one month following the issuance of a Labour Court recommendation, and at least fourteen days' written notice of the intended action.

In cases where a dispute arises concerning a management instruction to an employee(s), the task shall be carried out (under protest if necessary) while the dispute is being processed through the grievance procedure. Failure to obey this instruction will render an employee liable to disciplinary action.

4. **Disciplinary Procedures**

Each Company will include in the Conditions of Employment details of the procedure to apply in the event of dismissing an employee. Such procedure will include the warning stages to apply prior to dismissal and will make reference to verbal and written warnings, and to the fact that, depending on the nature of the misconduct/performance, the preliminary stages of the procedure may be by-passed.

- (a) In the event of a summary dismissal, no decision will be taken until the matter has been fully investigated by Management.
- (b) The procedure will also state that an employee may be represented at any stage of the Disciplinary Procedure.

5. **Negotiation Rights**

Each Contract shall include the name of the member's Trade Union with negotiating rights in the Company where appropriate.

6. **Protection of Employment**

Employers in the industry will give all reasonable notice of impending redundancies to the workers concerned.

7. **Continuity of Employment**

Employers in the industry will give full consideration to the position of workers who are unemployed as a result of a change of contractor on a site.

8. **Maternity Leave**

All female employees in the industry shall be entitled to Maternity Leave in accordance with the provisions of the Maternity Protection Act, 1994.

Each employee who avails of Maternity Leave shall have the right to return to work on the same site in accordance with the provisions of the Act.

9. **Disclosure of Information**

Any Company requested will provide information on the date of termination of any contract which has been signed and, where the date of termination changes, the employee will be advised of such change. The workers' representative shall also be advised where such applies.

10. **Change of Address**

Any Company so affected shall notify employees of a change of name/address at least five days before the change is due. This information will also be conveyed to the workers' representative where appropriate.

11. **Contributions to Revenue Commissioners**

On request from a worker, or his/her representative, employers will provide evidence of payment made to Revenue Commissioners and Department of Social Welfare on behalf of that worker.

12. **Deduction of Union dues at source**

Each employer shall, on receipt of a written request from members, deduct union dues from workers' wages.

**PART V**

**OVERTIME**

- (i) Overtime rates shall be paid after 39 hours Monday to Friday or after contract hours if these are less.
- (ii) That with effect from 1st January, 2004 overtime rates be as set out hereunder:
  - (a) Time and one quarter for the first four hours and time and one half thereafter.
  - (b) Saturday overtime be at the rate of time and one quarter for the first four hours and time and one half thereafter.
  - (c) Sunday overtime be paid at the rate of time and one half for all hours worked.

