

**ELECTRICAL CONTRACTING INDUSTRY  
EMPLOYMENT AGREEMENT  
BETWEEN  
ELECTRICAL CONTRACTORS ASSOCIATION  
ASSOCIATION OF ELECTRICAL CONTRACTORS (IRELAND)  
AND  
TECHNICAL ENGINEERING AND ELECTRICAL UNION  
(FORMERLY THE ELECTRICAL TRADES UNION AND NATIONAL  
ENGINEERING AND ELECTRICAL TRADE UNION)**

**EMPLOYMENT AGREEMENT  
(ELECTRICAL CONTRACTING INDUSTRY)**

## **SCOPE**

This agreement is made between the Electrical Contractors' Association, the Association of Electrical Contractors (Ireland) and the Technical Engineering and Electrical Union, all of whom together constitute the National Joint Industrial Council for the Electrical Contracting Industry.

This agreement will apply to all electricians who are engaged in the general electrical contracting industry and to their employers and to all electrical contractors engaged in the Industry. An electrical contractor is defined as the proprietor of a business whose main activity is the performance of electrical work on a contract or sub-contract basis for any third party.

Electrical work is defined as the installation, repair, commissioning or maintenance of electrical and electronic equipment, including the marking off and preparing for the wiring (whether temporary or permanent) of all electrical and/or electronic appliances and apparatus, fitting and erecting all controllers, switches, junction section distribution and other fuseboards and all electrical communications, bells, telephone, radio, telegraph, x-ray, computer and data cabling, instrumentation, fibre optics and kindred installations; fitting and fixing of metallic and other conduits, perforated cable tray and casing for protection of cables, cutting away of walls, floors and ceilings etc., for same; erection, care and maintenance of all electrical plant, including generators, motors, oil burners, cranes, lifts, fans, refrigerators and hoists; adjustments of all controls, rheostats, coils and all electrical contacts and connections; wiring of chassis for all vehicles; erection of batteries and switchboards; erection of crossarms, insulators, overhead cables (LT and HT); fitting of staywires, brackets, lightning arrestors etc. and underground mains.

This agreement will not apply to employees in state and semi-state companies who are engaged in similar activities and are covered by other agreements. Neither will it apply to electricians and apprentices employed directly by manufacturing companies for the maintenance of those companies' plants.

## **1. STANDARD WORKING HOURS**

Protected by law as outlined in the new Sectoral Employment Order S.I. No. 251 of 2019.

## **2. WAGES**

Protected by law as outlined in the new Sectoral Employment Order S.I. No. 251 of 2019.

Electrician (Newly Qualified)	€23.49*
Electrician (beginning of 2 <sup>nd</sup> year qualified)	€23.80
Electrician (beginning of 3 <sup>rd</sup> year qualified)	€23.96*
Electrician (beginning of 4 <sup>th</sup> year qualified)	€24.07

Electrician (beginning of 5 <sup>th</sup> year qualified)	€24.22
Electrician (beginning of 6 <sup>th</sup> year qualified)	€24.34*
1 <sup>st</sup> Year Apprentice	€7.05*
2 <sup>nd</sup> Year Apprentice	€10.57*
3 <sup>rd</sup> Year Apprentice	€15.27*
4 <sup>th</sup> Year Apprentice	€18.80*

The length of service is determined by the number of years an electrician has worked in the electrical contracting industry. This is what will be used to establish an electrician's position on the above pay scale.

**Note:** Electricians who commence work under this agreement having worked as an electrician outside the scope of the Agreement shall be paid the Craft Basic Rate.

For time worked 40 feet from the ground on ladders, hanging cradles or scaffolding and such like temporary or mobile staging, an extra payment of 8 cent per hour shall apply to the above rates.

(b) Any person who loses employment within the scope of this agreement and who subsequently is re-employed will commence to be paid at the same point on the scale as when he/she ceased employment. Any claims of unfair treatment arising out of any section of this Clause, may be considered under Rule 19 Grievance Procedure.

**(c) Chargehand**

An electrician in charge of two but not more than six electricians shall be paid a premium of 10% above his/her hourly rate.

Electricians who have been chargehands for 12 months or over should carry the Chargehand's rate for a further six months.

With regard to the continuation of chargehand rate, exceptional cases should be referred to the NJIC for individual ruling.

**(d) Foremen**

Any electrician on site in charge of more than six electricians shall be entitled to be paid an hourly premium which shall not be less than 20% above his/her hourly rate.

**3. PAYMENT OF WAGES**

(a) In accordance with the Payment of Wages Act, 1991 it is agreed that payment of wages by cheque, credit transfer or other non-cash methods should be encouraged.

(b) Where paid by cheque or other non-cash methods, wages shall be paid not later than 4p.m. on Thursday and pay slips shall be enclosed.

(c) Where paid in cash, wages shall be paid not later than 4 p.m. on Friday.

(d) Where a non-cash method of payment is used, an employer must produce Banker's reference of ability to pay for inspection by a Trade Union official upon receipt of one day's notice of intent to inspect from that official.

**4. OVERTIME RATES**

Protected by law as outlined in the new Sectoral Employment Order S.I. No. 251 of 2019.

**5. NOTICE**

(a) Notice shall be in accordance with the Minimum Notice and Terms of Employment Act, 1973.

- (b) For those employed less than 13 weeks, 8 hours' notice shall be given of termination of employment or 8 hours' pay in lieu thereof.
- (c) An electrician newly engaged shall be paid at least one day's wages.
- (d) 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 of trade unions to invoke the agreed disputes procedure in any particular case.

## **6. STARTING ON SITE**

(a) Where within a distance of 11 miles by road from the shop, an electrician starts on site instead of in the shop, travelling time shall be paid in accordance with the following scale:-

- over 4 up to 5 miles - a quarter hour per day
- over 5 up to 6 miles - a half hour per day
- over 6 up to 7 miles - three quarter hours per day
- over 7 up to 8 miles - one hour per day
- over 8 up to 9 miles - one and a quarter hours per day
- over 9 up to 10 miles - one and a half hours per day
- over 10 up to 11 miles - one and three quarter hours per day

(b) And in addition where the distance from the shop exceeds half a mile and the employer does not provide transport, he/she may pay the bus fares which would ordinarily be incurred for the journey each way. As an alternative he/she may provide where feasible, a reduced cost commuter ticket or cash equivalent, provided the employee is given reasonable advance notice.

## **7. COUNTRY WORK**

Jobs shall be done on a country work basis when the distance of the job from the shop precludes (in the employer's opinion) working from shop or in site in accordance with Rule 1.

(a) The ordinary hours of work, subject to alteration on particular sites by mutual agreement, shall be 8.30 a.m. to 5.30 p.m. with one hour, 1 p.m. to 2 p.m. for dinner, Monday to Thursday inclusive. On Friday normal finishing time will be 4.30 p.m.

(b) Overtime to be in accordance with Rule 4.

(c) As from 1<sup>st</sup> April 2007, €168.26 (7 days) shall be paid to cover maintenance. If the week's work is completed in 5/6 days, full subsistence of €168.26 will be paid. The Subsistence Allowance shall be increased on 1<sup>st</sup> April, each year, by the percentage increase in the Consumer Price Index from Mid November of the previous year to the previous Mid November.

The amount shall be reviewed independently every 3 years in December, the intention being that any new amount agreed shall be effective from 1<sup>st</sup> January the following year.

(d) For absences of 4 nights or less working in the country, lodging expenses shall be paid if accounted for to the satisfaction of the employer.

(e) Travelling time where payable shall be at basic rate only.

(f) For the purpose of visiting home, return standard rail fare or bus fare plus 2 hours each way to place of ordinary employment which shall be interpreted as being the Company shop shall be allowed once in 7 weeks when the job is over 40 miles and up to 100 miles away. Over 100 miles return standard rail or bus fare plus 4 hours each way shall be allowed also once in 7 weeks.

(g) On temporary or other termination of employment due to certified illness, rail fare to place of ordinary employment shall be allowed, if required or payment for lodging expenses up to two weeks if certified unfit to travel.

## **8. TRADE UNION MEMBERSHIP**

All foremen, chargehands, and electricians employed by the ECA and the AECI hereafter called the employer bodies shall be or become members of the TEEU hereafter called the Union and must hold current union cards. The Union will not unreasonably refuse membership subject to their own rules and regulations.

Union delegates with written authority from the union shall be entitled to visit jobs and shops during working hours.

Qualified electricians must be over 20 years of age and able to produce references providing not less than 5 years of employment in general contracting work or in accordance with the National Apprenticeship Training Rules.

## **9. TOOLS**

(a) Each electrician shall provide himself/herself with a full kit of tools and keep in efficient order comprising: -

Tool box and lock

2 Screw drivers

Electrician's pliers - insulated

Side cutting pliers - insulated

Long nose pliers - insulated

2m Steel tape

Large hacksaw

Junior hacksaw

Stillson, vice grips or slip joint pliers

Universal rawlplug tool

Wood chisel

Tonging chisel

Pad Saw

Hammer

Cold chisel 9" X 5/8"

Centre punch

Square

Plumb bob and line

Level

13

2 Philips screwdrivers

Set of open spanners 8 - 19 mm

Test lamp/Voltage tester (other than neon phase-tester)

Knife

(b) Where an electrician's tools are lost, the employer will contribute to the cost of replacement subject to the following conditions:-

(i) The maximum total contributed by the employer will be €101.58 or 50% of the cost of the replacement whichever is the lesser.

(ii) It applies only in the case of a break-in (burglary) or fire at a site "lock-up".

(iii) It would apply only in the case of tools lost by electricians while actually physically working for the employer.

(iv) It would apply only to electricians.

(v) The tools must be replaced shortly after the time of the loss or theft.

(vi) The employer has the discretion to give the employee a loan to cover his/her contribution to the cost of replacement and the terms of the loan will be at the discretion of the employer.

(vii) As well as notification by the employer to the Garda Siochana or the Insurance Company where appropriate, the employee must notify his/her trade union and submit the claim through the trade union.

(viii) The Scheme applies only to full-time electricians who are in benefit with their unions at the time of the loss.

(ix) The employer has the right to purchase the tools, or at his/her discretion to have sight of receipt for the purchase of them.

(x) Employers shall have the right to check an electrician's tool kit at the time of his/her engagement and thereafter to conduct periodic checks.

(xi) Claims of €12.70 or less do not come within the terms of the Scheme.

## **10. ANNUAL LEAVE**

Statutory Holidays shall be in accordance with the Organisation of Working Time Act, 1997. Annual leave, 21 days, will be taken as follows: -

(a) 2 weeks in Summer

(b) 4 days at Christmas

(c) 1 day on Good Friday

(d) 6 days at agreed times during year.

The NJIC shall fix annually the latter 6 days leave. Annual leave at (b), (c) and (d) above, may be altered by local agreement.

## **11. LABOURERS**

The Labourers shall not perform work usually carried out by electricians. They may be employed to dig trenches, handle ladders, scaffolding etc., and assist electricians laying heavy cables. They shall not help electricians running conduit, casing, cables, etc., or in any way, in regard to Rule 12, take the place of an apprentice.

## **12. ELECTRICIAN'S WORK**

Marking off and preparing for and wiring (whether temporary or permanent) of all electrical and/or electronic appliances and apparatus fitting, fixing and erecting all controllers, switches, junction section distribution and other fuseboards and all electrical communications, bells, telephone, radio telegraph, x-ray, computer and data cabling, instrumentation, fibre optics, and kindred installations, fitting and fixing of metallic and other conduits, perforated cable tray and casings for protection of cables, cutting away of walls, and floors and ceilings for same.

Erection care and maintenance of all electrical plant, including generators, motors, oil burners, cranes, lifts, fans, refrigerators and hoists. Adjustment of all controls, rheostats, coils and all electrical contacts and connections. Wiring of chassis for all vehicles, erection of batteries and switchboards. Erection of cross-arms, insulators, overhead cables (L.T. and H.T.). Fitting of stay wires, brackets, lightning arrestors, etc., underground mains.

## **13. APPLICATION OF SHOP CONDITIONS**

(a) The following is the definition of shops:-

Premises which are used for the purpose of general electrical trading as distinct from one contract or one or more contracts upon any site.

- All employees must be informed in writing as to where their shop is. Where an employer has more than one shop, he/she shall specify in writing to all new employees, which shop is to be regarded as their place of employment. All conditions in this agreement shall be applied to employees on the basis of the specified place of employment unless and until that is changed by mutual written agreement.

- Local men/women who offer themselves for employment on a country site shall, if engaged, be paid at the prevailing rate.

Subsistence shall not be paid and hours shall be in accordance with Rule 1.

(c) When required by the employer to travel between the shop and the job men/women shall be paid travelling time at basic rate and fares.

(d) Any employer who has not got a shop or premises as defined in Clause (a) above in the Republic of Ireland, shall pay travelling time and fares from the appropriate GPO.

#### 14. SPARE TIME WORK

No member of the Union may for monetary consideration carry out electrical work on his/her own account or in his/her spare time, while employed, the possession by the employer of a man's/woman's RSI form being regarded as evidence that he/she is in employment.

#### 15. APPRENTICES

Rates of pay for Apprentices are protected by law as outlined in the new Sectoral Employment Order S.I. No. 251 of 2019.

(a) Apprentice rates shall be as follows:-

1st year - 30% of craft basic rate

2nd year - 45% of craft basic rate

3rd year - 65% of craft basic rate

4th year - 80% of craft basic rate

1 <sup>st</sup> Year Apprentice	€7.05
2 <sup>nd</sup> Year Apprentice	€10.57
3 <sup>rd</sup> Year Apprentice	€15.27
4 <sup>th</sup> Year Apprentice	€18.80

(b) Subsistence allowance shall be paid under the same terms and conditions as for electricians under Rule 7.

(c) Overtime shall be paid in accordance with the new Sectoral Employment Order S.I. No. 251 of 2019.

(d) Travelling time shall be paid in accordance with Rule 6.

(e) The apprentice shall not be sent to work on his/her own during the first 33 months.

No more than 2 apprentices of 1st, 2nd or 3rd year grades shall be employed on the same job under the supervision of one electrician.

(f) After 33 months an apprentice will be entitled to carry out repair work. He/she may also be employed on minor installations on his/her own.

(g) After 42 months an apprentice may be entitled to the assistance of a junior apprentice for such work as the drawing in of cables.

(h) An apprentice shall be eligible to join the trade union but shall not be eligible for full membership until the apprenticeship has been fully served.

(i) No employer shall employ an apprentice to work and no member of the union shall work with any person who does not hold a registration card. It is understood that an apprentice undergoing his/her initial 6 months probationary period is exempt from this provision.

#### 16. EQUAL TREATMENT

The Union agrees to maintain these rules with all other Associations or individuals doing similar work. The employers on their part agree that they will not make any agreement altering the Rules with any other Association or individual engaged in the Electrical Contracting Industry.

## **17. SITE FACILITIES, ALLOWANCES AND SAFETY PRECAUTIONS**

The employers shall make all necessary arrangements with the clients for reasonable facilities for workers by providing safe working conditions, canteen, wash-up, toilet and drying facilities for clothing which shall not be less than those laid down by the Factories Acts.

## **18. PROTECTIVE CLOTHING**

If requested by the employee, the employer will provide 50% of the cost of one pair of overalls and one pair of safety boots, once per year.

The employee will purchase the items, provide a receipt and will make the items available for inspection when purchased.

Where the employer purchases the items he/she will make the receipt available for inspection by the employee or trade union official, and will recover the employee's contribution by whatever means they have mutually agreed.

## **19. GRIEVANCE PROCEDURE**

The following are the steps, and the time within which they will be taken, when a grievance arises:-

1. Man/woman and/or shop steward to take up with man/woman in charge on site within first day.
2. Man/woman and shop steward to take up with employer before end of second working day.
3. Shop steward to take up with union before end of sixth working day.
4. Union to take up with employer before end of seventh working day.
5. Union and employer to take up with NJIC before end of fourteenth working day.
6. NJIC to issue its findings before end of twenty first working day.
7. Where NJIC fails to agree, the grievance shall be referred to the Labour Court or a Rights Commissioner as appropriate.

By agreement the procedures may be adopted as binding arbitration on all parties to the NJIC.

No industrial action by either party shall take place 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.

Grievances arising from the employment of non-union labour or the imminent closure of an employment need not be subject to this clause. In normal circumstances all of these procedures will be exhausted before industrial action is taken.

No stoppage of work, go slow, or lock-out shall take place on the interpretation of these Rules. The findings of the NJIC shall be binding on all parties in respect of these rules.

Shop stewards must hold a credential card from the trade union.

## **20. UNOFFICIAL STRIKES**

In the event of unofficial strikes occurring, 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 Association(s) 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.

## **21. DEMARCATION**

Where demarcation issues arise, work will continue as directed by management, subject to observance by them of Rule 12, until the issue is decided by the NJIC or the Demarcation Tribunal of the ICTU.

## **22. SICK PAY SCHEME**

Protected by law as outlined in the new Sectoral Employment Order S.I. No. 251 of 2019.

## **23. PENSION AND MORTALITY SCHEME**

Protected by law as outlined in the new Sectoral Employment Order S.I. No. 251 of 2019.

## **24. PROVISION FOR VARIATION**

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

## **25. WAGE REVIEW**

The wages payable in the electrical contracting industry shall be determined annually by reference to an agreed set of analogue companies which shall be lodged with the Chair of the NJIC. This shall be the sole method of wage determination.

In September, 1998, and each September thereafter, the analogue increase will be determined in accordance with the formula below, and shall be paid on and from the first of April of the following year. The analogue increase shall be calculated as follows:-

1. The top hourly rates on 1st September each year in each of the agreed analogue companies will be established.
2. The average of these companies will be calculated.
3. The difference between this average and 0.89 of the top NJIC hourly rate (i.e. after 5 years' service) will be calculated and expressed as an amount of cent per hour.
4. This number of cent per hour will be added to each point on the electrician's scale. This will produce the new scale, which will be applied from 1st April, of the following year.
5. The apprentice rates will be calculated as per Rule 15, in this case, the "craft basic rate" is taken to mean the "1st year out of time rate".