



STATUTORY INSTRUMENTS.

S.I. No. 229 of 2023



REGISTERED EMPLOYMENT AGREEMENT (OVERHEAD POWERLINE
CONTRACTORS GROUP) ORDER 2023

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WHEREAS I, NEALE RICHMOND, Minister of State at the Department of Enterprise, Trade and Employment, in exercise of the powers conferred on me by subsection (5A) (inserted by section 5(d) of the Industrial Relations (Amendment) Act 2012 (No. 32 of 2012)) of section 27 of the Industrial Relations Act 1946 (No. 26 of 1946), being satisfied that subsections (1) to (5) of the said section 27 have been complied with and considering it appropriate to do so, hereby make the following order:

1. This Order may be cited as the Registered Employment Agreement (Overhead Powerline Contractors Group) Order 2023.
2. The terms of the employment agreement registered by the Labour Court on 17th January 2023 and set out in the Schedule are hereby confirmed.

1. EMPLOYMENT AGREEMENT

This agreement is made between the Overhead Powerline Contractors Group (OPCG) (hereinafter referred to as the Companies) and Connect Trade Union 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, 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) PICW/Chargehand
- (b) Lineworker
- (c) Trainee Lineworker Phase 2
- (d) Trainee Lineworker Phase 1
- (e) Machine Overhead Line Operator
- (f) PICP
- (g) General Assistant

3.2 Exclusions from scope of this Agreement.

This Agreement shall not apply to:-

- (a) Workers affected by any other employment agreements, Employment Regulation Order or Sectoral Employment Order.
- (b) Any other worker not referred to above.

4. DEFINITIONS

4.1 In this Agreement

- (a) An Overhead Powerline Contractor (OPC) 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. No individual workers will be engaged as sub-contractors under this or any other agreement associated with this agreement.

- (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 and associated structures on site.
- (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

PICW/Chargehand (Person in Charge of Works)

A person who has a minimum of four years’ service, consisting of two years as a Trainee Lineworker and a further two years as a Lineworker or who is already established as a Lineworker and is currently engaged in the overhead powerline work. The PICW is the assigned person trained and assessed by the ESB with the overall responsibility to manage the site. He/She is responsible to carry out the work safely in accordance with safety rules and has the final say on work duties on site.

Lineworker

A person who, after the establishment of this order, has successfully completed their Trainee Lineworker Phase 1 & Phase 2 training (24 months duration), or who is already established as a Lineworker and is engaged in overhead powerline work.

Trainee Lineworker Phase 2

A person who has successfully completed and passed his/her 12month Trainee Lineworker Phase 1. He/she will now undertake a further 12-month comprehensive training programme (agreed by all parties) under the guidance of a certified Lineworker and is engaged in overhead powerline work.

Appendix 2

Trainee Lineworker Phase 1

A person who is undertaking a 12-month comprehensive training programme (agreed by all parties) under the guidance of a certified Lineworker and is engaged in overhead powerline work. Appendix 2 A Phase 1 trainee lineworker must successfully complete and pass all training modules before progressing to Phase 2 trainee lineworker.

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

PICP (Person in Charge of Poling)

A person trained and assessed by the ESB with overall responsibility of the poling work and is responsible for carrying out all poling work in accordance with the safety rules.

Machine Overhead Line Operator.

A person trained and assessed by the ESB who operates the excavator safely.

He/she will coordinate and cooperate with the PICW or PICP on all work-related matters.

General Duties Assistant

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

5. UNION RECOGNITION AND UNION MEMBERSHIP

- (a) Connect Trade Union 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 remain 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 in 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.
- (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 monthly 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 (including Trainee Lineworkers) shall initially be employed for a period of six months on a probationary basis, during this 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 6 months. The reason/s of 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) Normal Working Time and Unsocial Hours Payments

The following definitions shall apply in respect of hours worked by OHPL Grades and Trainees in the sector:-

Normal Working Week

Normal Working week shall consist of 39 hours worked between Monday and Friday each week.

Normal Daily Working Hours

Normal daily working hours shall consist of eight consecutive hours of work undertaken between the hours of 7 am and 5 pm (Normal weekday finishing time) Monday – Thursday inclusive and between the hours of 7 am and 4 pm (normal Friday finishing time) on Friday (7 consecutive hours)

Other Hours Worked

Hours worked outside of the basic hours shall constitute overtime working hours and shall attract the following premium payments:-

Hours worked between normal finishing time and Midnight Monday to Friday inclusive	Time plus a half
Hours worked between Midnight and normal starting time Monday to Friday	Double time
First four hours worked on Saturday, assuming the normal start time of	Time plus a half

Monday to Friday	
All other hours worked on Saturday	Double time
All hours worked on Sunday	Double time
All hours worked on Public Holidays	Double time plus an additional day's leave

- (a) Only overtime worked on the instructions of the Company will be paid for.
- (b) All employees are obliged to work a reasonable amount of overtime, if and when required by the Company.
- (c) If an employee agrees to work an overtime schedule, he/she must adhere to the established scheduled commencement time and duration.

Unsocial Hours Worked

Where for specific projects hours are required to differ from those set out at "Normal Daily Working Hours" above, the following rates should apply:

- Where the starting time is before 1pm First 8 hours (worked before Midnight) at time plus one quarter
- Where starting time is after 1pm First 8 hours (worked before Midnight) at time plus one third
- Overtime is then paid at the correct premium rate by overtime rate.

7.1 (d) The meal breaks will be as follows:

Morning tea break: 10 minutes (paid)

Lunch break: 30 minutes (unpaid)

All breaks are paid for during night work.

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

Five Over Seven Working

7.2 (a) A contractor on the giving of two weeks' notice may during 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.

8. RATE OF PAY

8.1 Hourly Rate of Pay

The minimum hourly rate of pay, effective from 1st November 2021 shall be as follows:

Chargehand (PICW): 23.00

Lineworker: 20.00

Trainee Lineworker Phase 2:	16.00
Trainee Lineworker Phase 1:	13.00
Machine Overhead Line operator:	18.83
PICP/Banksman:	18.83
General Assistant:	15.59

8.2 Reporting on Site

Employees will be expected to report to a suitable yard/depo at a 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.

8.3 Eating on Site

A minimum of €8.00 tax free eating on site allowance to be paid daily to each employee covered by this agreement.

8.4 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 €80 per night.
- (b) A minimum sum of €15.00 tax free will be paid daily for lunch if / when required to stay overnight.
- (c) In circumstances where suitable overnight accommodation and lunch is provided by the company, then overnight allowance and lunch allowance is not payable.
- (d) On the day following the last payable overnight allowance an allowance of €40 will be payable.

8.5 Overseas recruitment

There will be no deduction made from an employee of the cost of flights where they are recruited abroad regarding flights to and from home.

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 minimum of 22 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

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 Workplace Relation Commission or a WRC Adjudicator for resolution as appropriate.
- (b) Where the WRC Adjudicator or the Workplace Relations Commission fail to resolve the matter, the grievance shall be referred to the Labour Court.

- (c) No employee may take industrial action or commence in a “lock-out” until after the rejection of a Labour Court or the WRC Adjudicator’s Recommendation and then only after the expiry of at least 14 days written notice to the employer by the Union. All the procedures set out in Rule 12 will be exhausted before industrial action is taken.
- (d) Where a dispute has arisen within an enterprise and with the agreement of the parties a 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 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) Companies shall make reasonable provision for the safety and health of its employees during the hours of their employment, and shall abide by its 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, 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, DEATH in SERVICE Benefit AND PENSION SCHEME

A Sick Pay Scheme and Pension Scheme equal in benefits to the Construction Workers Pension Scheme (CWPS) 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 or better than the Construction Workers Pension Scheme then the Construction Workers Pension Scheme will apply. This Clause will have application to all companies carrying out works covered

by the Scope of this agreement whether they have headquarters outside of Ireland or not.

In addition, contributions to the Construction Workers Health Trust and Benevolent Funds to be deducted and forwarded to the Trust as part of the CWPS contributions.

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. WAGE REVIEW

This agreement will be reviewed on 1st October 2022 and on an agreed basis thereafter.

18. 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.

19. 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.

20. TERMINATION OF AGREEMENT

Either party will have the right to terminate the contract by giving written notice to the other party at least 6 months before the end of the initial period of the contract or at least 3 months at any point after the end of the initial period.

21. COMPLIANCE & ENFORCEMENT

- (a) The Overhead Powerline Contractors (OPC's), Connect Trade Union and the client companies are all equally affected by the

implementation of this agreement in each and every contract now and in the future.

- (b) The parties covered by this agreement are fully committed to its terms and will act at all times to preserve its integrity.
- (c) To this end a client company must employ the services of an Audit Services Company (agreed at the NJIC) at least once a year to conduct an audit or investigation into any contractor engaged by them relating to the Terms and Conditions of Employment within an Overhead Powerline Contractor business that is carrying out works on behalf of that client company.
- (d) All Overhead Powerline Contractors and their employee/members of the union will co-operate fully with any such audit or investigation.
- (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

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 1st November 2021

Signed: ON BEHALF OF THE OPCG ON BEHALF OF CONNECT

Manus O'Connor Darren Erangey
KN Circet Connect Trade Union

Bernard Downey Brian Nolan
EUP Connect Trade Union

Joe Rogers
TLI Group

Joao Felizardo
Gaeltec Utilities Ltd

DATE: 1st November 2021

Appendix 1

Joint Industrial Council for Overhead Powerline Contractors Industry

1. The Council is established to promote harmonious relations between Companies engaged in 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, Connect Trade Union officials and Overhead Powerline Contractors.

3. The Council shall consist of eight members, a Chairperson and Official Secretary. The Chairperson and Official Secretary shall be appointed by the Labour Court at the request of the Council members.

4. Four members shall be appointed by the Overhead Powerline Contractors Group and four members by Connect Trade Union.

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 Chairperson 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 Connect Trade Union 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 Chairperson 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 Chairperson 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 Chairperson 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 Collective 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 the 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.

APPENDIX 2:

This two phase, 24 month duration comprehensive training program will continue to be discussed and negotiated between Connect Trade Union and the Overhead Powerline Contractors Group.

Upon agreement, the complete training module contents will form part of this National Collective Agreement signed 1st November 2021

Until this comprehensive training program content is agreed by both parties, the established training programs provided by each individual company will remain in place.

GIVEN under my hand,
11 May 2023

NEALE RICHMOND,
Minister of State at the Department of Enterprise, Trade and
Employment.

EXPLANATORY NOTE

(This note is not part of the Instrument and does not purpose to be a legal interpretation.)

The purpose of this Order is to set out the agreed terms and conditions from 1st November 2021 to apply to the workers specified who are engaged by an Overhead Powerline Contractor.

BAILE ÁTHA CLIATH
ARNA FHOILSIÚ AG OIFIG AN tSOLÁTHAIR
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