



STATUTORY INSTRUMENTS.

S.I. No. 608 of 2020



EMPLOYMENT REGULATION (AMENDMENT) ORDER (CONTRACT
CLEANING JOINT LABOUR COMMITTEE) 2020

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CLEANING JOINT LABOUR COMMITTEE) 2020

WHEREAS I, DAMIEN ENGLISH, Minister of State at the Department of Enterprise, Trade and Employment, being in receipt of proposals of the Contract Cleaning Joint Labour Committee that have been adopted by the Labour Court and forwarded to me under subsection (1) of section 42C (inserted by section 12 of the Industrial Relations (Amendment) Act 2012 (No. 32 of 2012)) of the Industrial Relations Act 1946 (No. 26 of 1946) and being satisfied that sections 42A and 42B of that Act have been complied with and considering it appropriate to do so:

NOW, I, DAMIEN ENGLISH, in exercise of the powers conferred on me by subsection (2) of section 42C (inserted by section 12 of the Industrial Relations (Amendment) Act 2012 (No. 32 of 2012)) of the Industrial Relations Act 1946 (No. 26 of 1946) (as adapted by the Business, Enterprise and Innovation (Alteration of Name of Department and Title of Minister) Order 2020 (S.I. No. 519 of 2020) and the Enterprise, Trade and Employment (Delegation of Ministerial Functions) Order 2020 (S.I. No. 579 of 2020) hereby make the following order:

1. This Order may be cited as the Employment Regulation (Amendment) Order (Contract Cleaning Joint Labour Committee) 2020.
2. This Order revokes the Employment Regulation (Amendment) Order (Contract Cleaning Joint Labour Committee) 2016 (S.I. No. 548 of 2016).
3. This Order shall come into effect on 18th December 2020.
4. This Order gives effect to the proposals set out in the Schedule.

Proposals

SCHEDULE

PART I

Interpretation

In this Order: -

“Act of 2000” means the National Minimum Wage Act 2000 (Number 5 of 2000)

“Establishment Order” means the S.I. No. 626/2007 – Contract Cleaning Joint Labour Committee Establishment, Order 2007, as amended by S.I. No 25/2014-Contract Cleaning Joint Labour Committee Establishment (Amendment) Order 2014.

“Minister” means the Minister for Jobs Enterprise and Innovation

A word or expression that is used in this Order, which is also used in the Establishment Order has, unless the contrary intention appears, the meaning in this Order that it has in the Establishment Order

Workers to Whom this Order Applies

This Order applies to Workers to whom the Establishment Order Applies

PART II

**STATUTORY MINIMUM REMUNERATION AND
CONDITIONS OF EMPLOYMENT**

SECTION I – RATE OF REMUNERATION

- (1) Subject to paragraph (2) of this section a worker to whom this Order applies shall be remunerated by his or her employer at the following rates;

€10.80 per hour until the new hourly rate of €11.20 applies from the 1st December 2020 or from the date of signing/effective date of Order, whichever is the later.

- (2)(a) A worker who has not attained the age of 18 years shall be remunerated at an hourly rate of pay that is not less than 70 per cent of the rate specified in paragraph (1)
- (b) A worker who has attained the age of 18 years but has not attained the age of 19 years shall be remunerated at an hourly rate of pay that is not less than 80 per cent of the rate specified in paragraph (1)

- (c) A worker who has attained the age of 19 years but has not attained the age of 20 years shall be remunerated at an hourly rate of pay that is not less than 90 per cent of the rate specified in paragraph (1)

Section II - ANNUAL HOLIDAYS

- (1). Depending on time worked, workers' holiday entitlements should be calculated by one of the following methods:-
- (a) 4 working weeks in a leave year in which the worker 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 worker works at least 117 hours.
 - (c) 8% of the hours a worker works in a leave year (but subject to a maximum of 4 working weeks)
- (2). 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 Sunday's worked in the 13 weeks prior to the date of the worker's holidays.
- (3). Good Friday – workers employed prior to 2nd August 2012 will be paid for Good Friday as if it was a public holiday in accordance with the provisions of Sections 21 and 22 of The Organisation of Working Time Act 1997, exclusive of any qualifying number of hours required in that Act. For persons employed from and including 2nd August 2012, Good Friday is to be paid as a normal working day except for those workers who have a contractual entitlement to payment for Good Friday. These workers will continue to be paid for Good Friday as if it was a public holiday in accordance with the provisions of Sections 21 and 22 of The Organisation of Working Time Act 1997, exclusive of any qualifying number of hours required in that Act.
- (4). Payment for Public Holidays shall be in accordance with Part III of the Organisation of Working Time Act 1997 and the Organisation of Working Time (*Determination of Pay for Holidays*) Regulations, 1997 (S.I. No.475 of 1997).

PART III

TERMS OF EMPLOYMENT

- (1) All Employers will, not later than five days from the commencement of employment, provide workers, at least, with a written statement containing the full names of the employer and the employee; the address of the employer; the expected duration of the contract, in the case of a temporary contract, or the end date if the contract is a fixed-term contract; the rate or method of calculation of the employee's pay and the pay reference period; the number of hours the employer reasonably expects the employee to work per normal working day and per normal working week in compliance with the Terms of Employment (Information) Act, 1994. Such statements will also include the name of the worker's Trade Union (where applicable).

- (2) All Employers will, on request, or automatically not later than two months from the commencement of employment, provide each worker with a full written statement of the worker's terms of employment in compliance with the Terms of Employment (Information) Act, 1994. Where a full written statement is issued on commencement or within 5 days thereof and contains the information detailed in Sub section (1) above and the information detailed in the matrix below, this will satisfy both sub sections (1) and (2).
- (3) In the event of a transfer of undertakings, the outgoing contractor will provide to all workers a written statement up to 2 weeks prior to the contract transfer date or at the earliest opportunity in a case where 30 days' notice has not been provided by the Client.

Statements in paragraphs 2 and 3 above to include:-

Personal Details	Worker Name Worker Address Worker Date of Birth PPS Number Date of commencement (including continuous service date) Email address (if applicable)
Company Details (outgoing contractor)	Name of Company Address of Company
Pay & Benefits	Hourly Rate of Pay Payroll frequency Details of any bonus/premiums to include Sunday premium, public holiday entitlement Good Friday, Shift as applicable Overtime arrangements – hours after which overtime applies, rate of pay for overtime for weekdays, weekends, Sundays as applicable Pension – Detail PRSA scheme or occupational scheme (if applicable) Sick Pay – As per ERO or occupational scheme (if applicable)
Working hours	Total weekly hours Starting and finishing times (variable, if applicable) 4 weeks' notice of change of hours or payment in lieu

	of notice to be given to each worker Roster cycle Breaks (times & payment) as applicable
Annual Leave Entitlement	As applicable
Any other Site specific/Worker entitlements	Detail (where applicable)
Trade Union	Name of Trade Union (where applicable)

Annual Leave Balance in the case of a transfer:

Holiday balance to be issued in writing by the outgoing contractor to both the incoming employer and the worker within two weeks of the final payroll, at the latest.

Certificate of Service

Each Worker shall be entitled to request and receive from his/her employer a certificate of service showing the period of their employment and the accrued length of his/her service, once per annum. The outgoing contractor will provide to all workers a certificate of service in advance of a transfer of employment occurring.

Communication

Correspondence to the Worker including rosters, payslips, documents referred to in this ERO and other communications from the Employer will be provided by the employer by email or company portal, where the worker has the facility to access email communication and web. Workers are requested to provide an email address on request from the Employer. Where the worker does not have the facility and/or is not agreeable, alternative communication methods which are suitable to and agreed with the worker, will apply.

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 worker under any statutory enactment.

Existing Agreements

This Employment Regulation Order does not affect in any way already existing agreements (if equal or better) be they local, national, official, or in company.

Uniforms

From the effective date of this ERO the following will apply:

Deductions/charges for uniforms shall cease for all existing workers in the industry.

For new workers (excluding workers who transfer) an initial one-off charge of €15.00 will be payable by the workers towards the cost of all uniforms which will be supplied by the employer. This payment can be made over 3 pay periods.

If a worker resigns within the first 6 months of employment a further €10.00 may be deducted by the Employer from any wages due to the worker.

Workers are expected to take care of their uniforms and to ensure their uniforms are clean and presentable for each shift.

Each employer is to have a uniform procedure which includes details on issuing replacement items and return of uniforms at the end of employment. This procedure shall be communicated to all workers, and to the Trade Union, where such applies.

Sick Pay Scheme

The following Sick Pay Scheme will apply in each employment.

- Medical certificate to be submitted on the 3rd day of illness and on a weekly basis thereafter.
- No benefit to be paid for the first 5 working days of illness. Benefit will be paid in respect of certified illness only.
- Benefit payable by the Employer: 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.
- Contribution: 0.5% of basic rate of pay for all workers. There is no employer contribution
- Workers may opt into the scheme at any time after their entry into employment. They may opt in or out of the scheme with effect from 1st January each year.

Maternity Leave

All female workers in the industry shall be entitled to Maternity Leave in accordance with the provisions of the Maternity Protection Act, 1994 - 2004.

Each worker who avails of Maternity Leave shall have the right to return to work on the same site, and only if that is not possible, to a suitable alternative site, in accordance with the provisions (sections 26 and 27) of the 1994 Act.

Minimum Notice

Workers shall be entitled to the terms of the Minimum Notice and Terms of Employment Acts, 1973 – 2005 and these terms shall be stated in each contract of employment.

In the case of a fixed term contract (e.g. temporary job), the date of termination of the contract will be stated in accordance with the provisions of the Protection of Workers (Fixed Term Work) Act 2003.

Bullying / Harassment / Grievance / Disciplinary Procedures

Each Employer will include, in the conditions of employment, details of the procedure to apply in the event of issues arising in relation to bullying/harassment, grievance and discipline.

In this regard the Codes of Practice contained in S.I. No. 17 of 2002 - Industrial Relations Act 1990 (Code of Practice detailing Procedures for Addressing Bullying in the Workplace) (Declaration) Order 2002; S.I. No. 146 of 2000 Industrial Relations Act 1990 (Code of Practice on Grievance and Disciplinary Procedures) (Declaration) Order 2000; and S.I. No. 208 of 2012 - Employment Equality Act 1998 (Code of Practice) (Harassment) Order 2012 are to be observed.

Dismissal

In the event of a dismissal, the procedures 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 procedures may be bypassed.

- (a) All internal company procedures and appeals to be exhausted in the first instance in line with the Code of Practice SI. 146 of 2000.
- (b) The procedures will state that a worker may be represented, at any stage of the disciplinary procedure, by a colleague or Trade Union Official of his/her choice.

A worker may wish to challenge a dismissal to the Workplace Relations Commission, the Labour Court, or may pursue the matter under common law.

Representation Rights

Each employment contract shall include the name of the recognised Trade Union with representation and or negotiation rights in the Company where appropriate.

Protection of employment

Employers in the industry will give all reasonable notice of impending redundancies to the workers concerned in accordance with the legislation, i.e. Protection of Employment Act, 1977 (Notification of Proposed Collective Redundancies) Regulation 1977, Redundancy Payments Acts, 1967 - 2014 and the Minimum Notice and Terms of Employment Acts, 1973 - 2005.

Disclosure of Information

Employers will provide information on the date of termination of any client contract which has been signed and, where the date of termination changes, the worker will be advised of such change. A workers' Representative, nominated by the Trade Union shall also be advised, where such applies. Employers will give the information where reasonably practicable, not later than 30 days before the transfer of the employment contract is carried out and, in any event, in good time before the transfer is carried out.

Change of address

Any employer so affected shall notify workers 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. Workers have a duty to notify their employer within a reasonable time period (two weeks) of any change of address to facilitate maintenance of proper employment records.

Rosters

Completed rosters setting out all hours of work for a minimum period of one week will be made available to workers in writing. Other than in exceptional circumstances completed rosters will be issued and made available to the worker a minimum of 3 days in advance of commencement.

Rosters are subject to flexibility relating to operational and business needs. Changes to shift patterns on the day to meet operational requirements will be done in consultation and agreement with the worker who will not be disadvantaged if they cannot fulfil the changed duty

Facilities on Site for Cleaning Operatives:

Contract Cleaning employers will make arrangements with clients to provide appropriate on-site facilities and protection to ensure the health, safety and welfare of their workers at their place of work.

Facilities to include:

- Access to canteen facilities where such exist or appropriate facilities to consume food during their entitled breaks
- Drinking Water
- Secure place for personal belongings: Workers are encouraged not to bring valuable items to work and the employer cannot take responsibility for lost or missing items.
- Access to toilet
- Protective clothing/shoes – PPE

Holiday Leave Entitlement

Up to date holiday leave entitlement to be provided in writing when requested.

The information that will be provided:

- No of Days or Hours accrued
- No of Days or Hours taken
- Balance

Payment of Wages

- The Payment of Wages is a legal entitlement and is governed by the Payment of Wages Act 1991.
- Wage shortages/errors should only occur as an exception.
- Each Company shall have an operational procedure in place for dealing with wage shortages and overpayments to workers. The key objective shall be to resolve the issue at the earliest

opportunity. The procedure shall be communicated to all workers, and to the relevant Trade Union, where such applies.

Pay Slips

Itemised pay slips to include the following information

- Basic Hours and rate or amount
- Sunday hours and premium rate or amount
- Any deductions made
- Public Holidays
- Holiday pay

Where a payroll system is unable to provide this breakdown, this information will be provided to the worker in writing in line with pay roll frequency cycle.

Contribution to Revenue Commissioners

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

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

Overtime rates shall be paid after 45 hours worked Monday to Sunday.

- Time and one half for the first four hours and double time thereafter.
- Sunday overtime to be paid at the rate of double time for all hours worked.

Hours of overtime carried out after 40 hours and up to 45 hours per week will be paid at flat rate. Notwithstanding an employer's right to reasonably request a worker to work overtime in particular circumstances, hours of overtime offered will be carried out on a voluntary basis by Workers, i.e. Workers can opt to carry out the work or not.

Any issues arising regarding unfair distribution of available overtime shall be raised by the worker under the Grievance procedure.

Where existing site arrangements are in place, they will remain as is unless changed by agreement.

Death-in-Service-Benefit

The following Death in Service Benefit will apply in each employment.

- Death-in-Service Benefit of €5,000.
- Eligibility for a worker is 2 years' continuous service in the cleaning industry.
- Benefit is applicable from date of commencement of this Order for all qualifying existing workers. Workers will be added in

January of each subsequent year following completion of qualifying period.

- Benefit payable up to the age the state pension becomes payable to the worker.

GIVEN under my hand,
10 December 2020

DAMIEN ENGLISH,
Minister of State at the Department of Enterprise, Trade and
Employment

EXPLANATORY NOTE

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

This Order fixes the statutory minimum rates of remuneration and other conditions of employment for workers employed in the Contract Cleaning Industry, providing cleaning and janitorial services in, or on the exterior of establishments including hospitals, offices, shops, stores, factories, apartment buildings, hotels, airports and similar establishments.

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