

THE LABOUR COURT

Copy of an Employment Agreement relating to PENSIONS ASSURANCE AND SICK PAY in the Construction Industry, registered in the Register of Employment Agreements on 7th March, 1969 as varied for the nineteenth time by the Labour Court under Section 28 of the Industrial Relations Act, 1946 by:

REGISTERED EMPLOYMENT AGREEMENT (CONSTRUCTION INDUSTRY PENSIONS ASSURANCE AND SICK PAY) VARIATION ORDER, 2006 AS FROM 24TH JANUARY, 2006.

1. PARTIES TO THIS AGREEMENT

This Agreement dated 1st day of January, 1968 is made between:-

The Construction Industry Federation (formerly the Federation of Builders, Contractors and Allied Employers of Ireland) of the one part and

Amalgamated Society of Woodworker,

Services, Industrial, Professional, Technical Union (formerly Irish Transport & General Worker's Union and Workers' Union of Ireland),

Operative Plasterers and Allied Trades Society of Ireland,

Amalgamated Society of Painters and Decorators,

Plumbing Trades Union,

Irish Society of Woodcutting Machinists,

National Engineering Union,

Irish National Painters and Decorators Trades Union,

Irish National Union of Woodworkers,

United House and Ship Painters and Decorators Trade Union of Ireland,

Automobile General Engineering and Mechanical Operatives Union,

Amalgamated Transport and General Workers' Union,

Amalgamated Society of Slaters, Tilers and Roofing Operatives,

Services, Industrial, Professional, Technical Union (formerly Federation of Rural Workers),

Building Workers Trade Union (on behalf of Ancient Guild of Brick and Stonelayers, and Stonecutters Union of Ireland) of the other part

2. CLASS OF WORKERS TO WHOM THIS AGREEMENT APPLIES

This Agreement applies to workers, both male and female, who are employed in one of the under-mentioned capacities by Building or Civil Engineering firms as defined in the first Schedule hereto and to their employers.

- (a) Craftsmen: Brick and Stonelayers,
Carpenters and Joiners,
Floorlayers (Dublin County Borough and County and Bray Urban District),
Glaziers,
Painters,
Plasterers,
Plumbers,
Slaters and Tilers,
Stonecutters,
Woodcutting Machinists, and
Apprentices to the foregoing craftsmen.
- (b) Construction Operatives.

3. PENSION AND MORTALITY BENEFITS

- (a) Every employer to whom this Agreement applies shall become and remain a party to a contributory scheme approved by the Revenue Commissioners for Income Tax purposes under Part XII of the Income Tax Act, 1967 or any other relevant legislation for the time being in force – the main purpose of which shall be the provision of the benefits for every worker who shall have been employed by such an employer for not less than a specified period before retirement of such worker from such employment at a specified age or after incapacity at an earlier age and an ancillary purpose of which shall be the provision upon the death of any such worker while employed by him of benefits for financially dependent relatives of such worker.
- (b) The conditions upon which such pension and mortality benefits are payable and the amount thereof shall be not less favourable than those set out in the second Schedule hereto.

4. SICK PAY

Every employer to whom this Agreement applies shall become and remain a party to a contributory sick pay scheme, approved by the Revenue commissioners, for income tax purposes, under relevant legislation – the main purpose of which shall be the provision of benefits for every worker, who shall have been in the employment of such an employer immediately before the illness of such worker and who has also been employed for a specified period in the Construction Industry.

5. MACHINERY FOR SETTling GRIEVANCES AND DISPUTES

If a trade dispute occurs between workers to whom this Agreement relates and their employers, no strike or lockout, or other form of industrial action shall take place until the following procedures shall have been complied with and the Labour Court has issued a recommendation:-

Category A Disputes

For the purposes of this Agreement questions concerning local matters or matters of an individual nature are regarded as category A disputes. Where these disputes arise, the following procedure shall be complied with:

- (a) The grievance or dispute shall in the first instance be discussed between the parties concerned. If the dispute is not resolved within *3 days* it may be referred to the trade union concerned and, where appropriate, the Construction Industry Federation (CIF). Notice in writing of the dispute shall be given by the individual concerned or his trade union to the CIF.
- (b) If the dispute is not resolved within *7 days*, or such longer period as may be mutually agreed, the issue may be referred to a Construction Industry Disputes Tribunal (CIDT).
- (c) The CIDT will issue a decision within *one week*. The decision of the CIDT, where unanimous, shall be binding.
- (d) Other decisions may be appealed to a Rights Commissioner, the Labour Relations Commission or the National Joint Industrial Council (NJIC) as appropriate.
- (e) If the issue remains unresolved, it shall be referred to the Labour Court for investigation and recommendation.

Construction Industry Disputes Tribunal

The Tribunal shall be established to deal with Category A disputes as defined above. The Tribunal will consist of the following:

- Independent Chairman. The Chairman of the NJIC may act as the independent Chairman in this regard
- one employer representative to be nominated by the employers' side of the NJIC
- one trade union representative to be nominated by the employees' side of the NJIC

Category B Disputes

For the purposes of this Agreement questions concerning wages, working hours and conditions of employment in the industry are regarded as Category B disputes.

Where these issues arise, the following procedure shall be complied with:

- (a) Any grievance or dispute that arises between workers and employers covered by this Agreement will in the first instance be discussed between the parties concerned and their trade unions.
- (b) Where the issue remains unresolved after (a) above, it shall be referred to the NJIC. The Secretary of the NJIC, within 3 days of receiving written notification of the dispute from either of the parties involved, shall arrange a meeting to discuss the issue in dispute.
- (c) If after a meeting of the NJIC the issue remains unresolved, it shall be referred to the Labour Court for investigation and recommendation.

6. PROVISION FOR VARIATION OF THIS AGREEMENT

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

7. REGISTRATION OF THIS AGREEMENT

The parties to this Agreement shall make application to the Labour Court to have the Agreement Registered.

SIGNED for and on behalf of:

TRADE UNIONS

AMALGAMATED SOCIETY OF WOODWORKERS	<u>Jim Cox</u>
SERVICES, INDUSTRIAL, PROFESSIONAL, TECHNICAL UNION (FORMERLY IRISH TRANSPORT AND GENERAL WORKERS' UNION)	<u>John Conroy</u>
SERVICES, INDUSTRIAL, PROFESSIONAL, TECHNICAL UNION (FORMERLY WORKERS UNION OF IRELAND)	<u>James Larkin</u>
OPERATIVE PLASTERS & ALLIED TRADES SOCIETY OF IRELAND	<u>G. Doyle</u>
AMALGAMATED SOCIETY OF PAINTERS AND DECORATORS	<u>John O' Leary</u>
PLUMBING TRADES UNION	<u>P. Ferris</u>
IRISH SOCIETY OF WOODCUTTING MACHINISTS	<u>G.H. Wall</u>
NATIONAL ENGINEERING UNION	<u>J. Cassidy</u>

IRISH NATIONAL PAINTERS AND DECORATORS TRADE UNION

John Mulhall

IRISH NATIONAL UNION OF WOODWORKERS

P.F. McGrath

UNITED HOUSE AND SHIP PAINTERS AND DECORATORS
TRADE UNION OF IRELAND

L. Hudson

AUTOMOBILE GENERAL ENGINEERING & MECHANICAL
OPERATIVES UNION

B. Leonard

AMALGAMATED SOCIETY OF SLATER, TILERS AND
ROOFING OPERATIVES

J.M. Moore

AMALGAMATED TRANSPORT AND GENERAL
WORKERS' UNION

M.P. Merrigan

SERVICES, INDUSTRIAL, PROFESSIONAL, TECHNICAL UNION
(FORMERLY FEDERATION OF RURAL WORKERS)

James Tully T.D.

Building Workers Trade Unions on behalf of:

ANCIENT GUILD OF BRICK AND STONELAYERS
STONECUTTERS UNION OF IRELAND

Frank O' Connor

EMPLOYERS

THE CONSTRUCTION INDUSTRY FEDERATION
(FORMERLY THE FEDERATION OF BUILDERS,
CONTRACTORS AND ALLIED EMPLOYERS OF IRELAND).

Thomas Reynolds

FIRST SCHEDULE

1. For the purpose of this Agreement a building firm means a firm the principal business of which is one or a combination of any of the following activities:
 - (a) The construction, reconstruction, alteration, repair, painting, decoration, fitting of glass in buildings and demolition of buildings;
 - (b) the installation, alteration, fitting, repair, painting, decoration, maintenance and demolition in any building, or its site, of articles, fittings, pipes containers, tubes, wires or instruments (including central heating apparatus, machinery and fuel container connected thereto) for the heating, lighting, power or water supply of such buildings;
 - (c)
 - (i) the clearing and laying out of sites for buildings.
 - (ii) the construction of foundation on such sites.
 - (iii) the construction, reconstruction, repair and maintenance within such sites of all sewers, drains and other works for use in connection with sanitation of buildings or the disposal of waste.
 - (iv) the construction, reconstruction, repair and maintenance on such sites of boundary walls, railings and fences for the use, protection or ornamentation of buildings.
 - (v) the making of roads and paths within the boundaries of such sites.
 - (d) The manufacture, alteration, fitting, and repair of articles of worked stone (including rough punched granite and stone), granite, marble, slate and plaster.

BUT

FOR THE PURPOSE OF THIS AGREEMENT A BUILDING FIRM DOES NOT MEAN A FIRM WHOSE PRINCIPAL BUSINESS IS ONE OR A COMBINATION OF ANY OF THE FOLLOWING ACTIVITIES:

MINING OR CALCINING OF GYPSUM AND/OR THE MANUFACTURE OF PLASTER, PLASTER OF PARIS, BAG PLASTER, PLASTER-BOARD.

2. For the purpose of this agreement a Civil Engineering firm means a firm the principal business of which is one or a combinations of any of the following activities:
 - (a) the construction, reconstruction, alteration, repair, painting, decoration and demolition of:

roads, paths, kerbs, bridges, viaducts, aqueducts, harbours, docks, wharves, piers, quays, promenades, landing places, sea defences, airports, canals, waterworks, reservoirs, filter beds, works for the production of gas and electricity, sewerage works, public mains for the supply of water or the disposal of sewerage and all work in connection of buildings and their sites with such mains.

river works, dams, weirs, embankments, breakwater, moles, work for the purpose of road drainage or the prevention of coastal erosion; cattle markets, fairgrounds, sports grounds, playgrounds, tennis-courts, ball alleys, swimming pools, public baths, bathing places in concrete, stone, tarmacadam, asphalt or such like material, any boundary walls, railing, fences and shelter erected thereon.
 - (b) The painting or decorations of poles, masts, standards, pylons for telephone, telegraph, radio communications and broadcasting; and
 - (c) Ground levelling, ground formation or drainage in connection with the construction or reconstruction of grass sports grounds, public links, play-grounds, racecourses and greyhound racing tracks, but excluding the sowing of grass seed on such grounds.

SECOND SCHEDULE

Pensions Act, 1990

1. In the event that any provision of the Second Schedule of this Agreement conflicts with the Terms of the Pensions Act, 1990 and/or Regulations made there under, the Terms of the Pensions Act, 1990 and/or Regulations made there under shall be deemed to apply and take precedence over any such conflicting provision contained in the Second Schedule except where the provisions of the Second Schedule of this Agreement are more beneficial to the member and provided that application of the Terms of the Second Schedule in any such case shall not be contrary to the form of the Statute in such case made and provided.

2. The scheme shall be contributory. Each employer to whom this Agreement applies shall be entitled to deduct from each worker a sum not exceeding €10.02 per week. The balance of €16.72 shall be payable by the employer, the full weekly contribution for year 2004 being €26.74. The first employer in any working week shall be responsible for the full deduction. Employers who fail or neglect to make the authorised deductions from the wage of a worker shall be liable for the total contributions required, to ensure that the worker's pensions and mortality benefits are maintained in full during his period of service with such employer.

3. The normal age for retirement from work shall be 65 years.

4. (i) Contributions to the Scheme shall not be refundable before reaching the normal retirement age of 65 years. A member who leaves the Scheme before age 65, and who does not subsequently re-join the Scheme, shall be entitled to a refund of contributions on application to the Scheme at age 65. The amount refunded in such cases shall be a sum equal to the value of the contributory portions of all contributions paid on behalf of the applicant subsequent to 3rd May, 1976, this being the date on which the Scheme became contributory, plus an appropriate rate of interest the amount of which shall be calculated and certified in each case by the Scheme's actuary.

- (ii) Where the member was over the age of 50 years at the date of leaving the Scheme, the Benefit payable on application to the Trustees at age 65, shall be assessed in accordance with paragraph 14(i) of this Schedule relating to preservation of pension rights accruing from contributions credited in respect of service on or after the Scheme year in which a member attains 50 years of age, and Paragraph 14 (iii) relating to preservation of pension rights in respect of stamps credited subsequent to 10th April, 1989.

5. Every worker to whom this Agreement applies is eligible for inclusion in the scheme but benefits shall vary as follows:-
- (a) If a worker is between the ages of 20 and 65 on first becoming a member of the scheme
- He shall be eligible for:-
- (i) a minimum pension plus a minimum cash sum payable at normal retirement date in accordance with the scales set out in paragraph 6 of this schedule, and
- (ii) mortality benefit cover in accordance with paragraph 10 of this schedule.
- (b) A worker who on retirement is eligible for a pension of less than €330.13 per annum may be granted, in lieu, a lump sum equivalent to nine years pension at the appropriate rate.
6. Where a worker retiring at age 65 has completed the maximum number of full years service (i.e. 45 years with the maximum of contributions each year) the pension payable shall be at least €4,544 per annum and the additional cash sum payable shall be at least €4,631. Where in any one-year the contributions have been less than the maximum possible the pension benefit and cash benefit accruing shall be varied pro-rata to the amount of the contributions.
7. (i) Subject to the foregoing the amount of pension and cash benefit payable shall vary according to:
- (a) the worker's age on entry into the scheme;
- (b) his aggregate service in the scheme in accordance with the following scale:

AGE OF ENTRY INTO THE SCHEME	AGGREGATE SERVICE * YEARS	MINIMUM PENSION PAYABLE AT AGE 65	MINIMUM CASH BENEFIT PAYABLE AT AGE 65
		€	€
20	45	4,544 per annum	4,631
30	35	3,951 per annum	4,026
40	25	3,334 per annum	3,398
50	15	2,260 per annum	2,303
60	5	877 per annum	893

* Years in column 2 means full years, i.e. with the maximum number of contributions each year.

PROJECTED FUTURE PENSIONS

The figures indicated above take no account of future increase in benefit scales. The pensions credit (and cash benefit) is reviewed each year and past credits are also increased from time to time. Assuming an average rate of increase of, say 4% a year in both past and future credits the benefit figures are as follows:

AGE OF ENTRY	PENSION AT AGE 65	ADDITIONAL TAX-FREE CASH BENEFIT
	€	€
20	22,265	22,688
30	12,685	12,926
40	6,623	6,748
50	2,260	3,077
60	877	893

In the case of a scheme member retiring in 2004 whose earned pension calculated at retirement date is less than €2,390 per annum, a bonus pension will be added to the earned pension up to the 2003 ceiling figure of €2,390 per annum. The bonus pension will be taken into account in determining the amount of the additional cash sum payable at age 65 which will be in accordance with the scale outlined in column 4 above. Pension in respect of contributions prior to the 31st December 2003 is at various rates lower than indicated above. This is due to the fact that contributions prior to 31st December 2003 have been at various lower rates.

- (ii) The maximum amount of bonus pension payable in the case of a Scheme Member retiring in 2003 shall be €571 per annum. Where a member's earned pension calculated at retirement date amounts to €1,819 or more, the bonus pension paid shall be the amount necessary to provide a retirement pension exactly equal to the 2003 ceiling figure of €2,390 per annum.

Where the member's earned pension calculated at retirement date is less than €1,819 per annum the member shall be paid a pro-rata proportion of the maximum bonus pension of €571.

Where earned pension calculated at retirement date is equal to or greater than the 2003 ceiling figure of €2,390 per annum no bonus pension shall apply and the actual amount of earned pension shall be paid.

8. Where a member retires on grounds of ill-health before age 65 and on an independent medical examination, the Trustees are satisfied that the member can no longer work in the industry for reasons of ill-health, the member shall receive the pensions accrued at the date of retiral and the appropriate bonus pension as though the member were aged 65.
9. Pension will be paid monthly for the duration of life after retirement. Where a pensioner whose pension commenced on or after the 1st March, 1980, dies in retirement, and is survived by a spouse, a pensions equal to half of the amount of pension payable to the deceased at time of death, shall then become payable to the surviving spouse for the remainder of the spouse's life-time.
10. A lump sum of €3,500 death benefit will be paid to a decease member's dependants together with an additional benefit of €3,175 in respect of each dependent child under the age of 18 years if death should occur before the age of 65 years, from whatever cause, anytime after completion of 26 weeks membership of the Scheme, provided that the worker was a member of the Scheme at the time of death or that membership of the Scheme had ceased due to ill health not more than 26 weeks prior to the date of death. In no other circumstances will this benefit be paid. To comply with the requirements of the Revenue Commissioners it may be necessary to apply part of the death benefits to provide annuities for the recipients.
11. Dependants shall mean, for the purpose of clauses 9 and 10 of this schedule, persons who were, in the opinion of the Trustees of the appropriate pension fund underwriting the liabilities defined by these clauses, financially dependent for support on a member or pensioner immediately prior to the death of the member or pensioner.
12. The Trustees of the Construction Federation Operatives Pension Scheme Guarantee that they will not refuse equitable participation to an employer covered by this Agreement on the grounds that such employer is not a member of the Federation and that the workers employed by non-Federation firms shall be entitled to the same benefits as workers employed by Federation firms thereafter.
13. A member shall not lose accrued pension rights by changing his job within the Construction Industry as covered by the Agreement, and the employer to whom the member changes employment shall be liable to ensure that the member's accrued pension rights are retained by continuing to pay the contributions required under the terms of the Scheme on behalf of the member.

14. (i) With effect from 1st April, 1986 the pension credit in respect of all stamps secured after age 50 will not be lapsed by virtue of subsequent absences from the Scheme irrespective of the length of such absences. Furthermore, this provision will apply to stamps purchased in the past as well as in the future. In addition, a member retiring prior to age 65 due to ill health will similarly be given the benefit of all stamps purchased over the previous 15 years irrespective of the extent to which Scheme membership has been interspersed with absences. An absence from the Scheme after age 50 may still cause loss of benefit secured by service in the Scheme before age 50, as set out in Paragraph (ii) below.
- (ii) A member over the age of 50 who is absent from the Scheme for two or more consecutive Scheme years, shall lose the accrued pension entitlement secured by the employer's portion of all contributions credited to the member prior to the scheme year in which the member reached 50 years of age. In the case of a member under the age of 50 an absence from the Scheme of one full scheme year or more shall cause loss of the accrued pension entitlement secured by the employer's portion of all contributions credited to the member prior to commencement of the break in service. It is emphasised, however, that the possible loss of accrued benefit in the circumstances referred to in this paragraph, refers only to the benefit secured by the Employers portion of contributions credited in respect of service before 10th April, 1989, or before the year in which the member reached 50 years of age whichever was the earlier. In this regard please see Paragraph 14(iii) below which confirms that all stamps credited from 10th April, 1989 shall be preserved in full to the members benefit irrespective of age or subsequent broken service.
- (iii) With effect from 10th April, 1989 the future pension benefit accruing to a member, in respect of all stamps credited to a member for service in the Scheme on or after 10th April, 1989 shall not be lapsed. This preservation of benefit in respect of future service from 10th April, 1989, is unqualified and will therefore not be effected by a member's age or subsequent broken service in the Scheme or withdrawal from the Scheme. The change will not effect existing accruals secured by stamps credited to a member for service prior to 10th April, 1989, and the existing lapsing rules, as set out in Paragraph 14(ii) of this Schedule, will continue to apply unchanged to all such past accruals.
- (iv) For the purpose of preservation of accrued pension benefits, a member shall be deemed to be "a member of the Scheme" for each scheme year during which the member has been employed for one or more weeks of pensionable service in the employment of an employer who is registered in the Scheme and who pays the appropriate number of pension contributions on behalf of the member for each week of pensionable employment, not later than 3 months after the end of the scheme year in which the contribution or contributions became due.

THIRD SCHEDULE

SICK PAY **STANDARD BENEFIT**

- (a) The Scheme shall provide for the payment of a standard sick pay benefit for the period of not more than ten weeks, whether continuous or otherwise in any calendar year in the case of any claimant. The amount of the weekly standard sick pay benefit shall be determined by the Joint Industrial Council on each anniversary date to apply for the following twelve months and details of the 2004 benefits are outlined in clause (s) and (t) of this Schedule. The Joint Industrial Council shall determine the said benefits by reference to a combination of the following:
- (i) The Joint Industrial Council Wage Rates for a 39-hour week for a manual worker within the Construction Industry (as averaged between craftsmen and general operatives).
 - (ii) The estimated net take home pay for a married man with one dependent child as calculated by reference to sub-paragraph (i) above and taking account of the prevailing tax-free allowances, income tax rates and pay related social welfare insurance deductions.
 - (iii) The weekly rates of social welfare disability benefit payable in respect of any person over 20 years with one adult dependant and one dependent child. The rates of social welfare benefits to be taken into account for the annual review of the scheme shall be those most recently announced irrespective of whether they become effective before or after the anniversary date.
- (b) While a claimant is entitled to social welfare disability benefit the standard sick pay benefit shall be of such amount as agreed by the Joint Industrial Council as equivalent to the difference between the estimated net take home pay of manual worker in the Construction Industry as determined in accordance with paragraphs (i) and (ii) of Clause (a) above and the combined total of flat rate social welfare disability benefit and pay related social welfare disability benefit as determined in accordance with paragraph (iii) of Clause (a) above.
- (c) In the absence of written evidence from the Department of Social Welfare it shall be assumed that each claimant is entitled to social welfare disability benefit from the 4th working day of disability.

(d) **Supplementary Sick Pay Benefit:****Automatic**

- (i) If a claimant produces written evidence from the Department of Social Welfare, to the effect that the claimant has no entitlement to social welfare benefit because of inadequate record of social welfare contributions but that he has at least 13 social welfare contribution weeks registered (paid or credited) for the social welfare benefit year, in which the claim arised, the scheme will automatically pay supplementary weekly benefit, of an amount based on the social welfare flat rate disability benefit, applicable to an insured person of similar status with 39 social welfare contributions registered (paid or credited) for the appropriate contribution year.

(e) **Discretionary Benefit**

If a claimant has less than 13 social welfare registered contributions (paid or credited) in the relevant social welfare year there shall be provision for the payment of a supplementary benefit under such circumstances and of such amount as deemed appropriate, provided that such claim is supported in writing by a full-time trade union official. The Trustees of the Scheme, underwriting the benefits, shall have absolute discretion in the payment of such claims, as the amount of benefit paid and the circumstances under which any payment would be made.

(f) **Contributions**

The total weekly contribution shall be €1.70 per member. The scheme shall be contributory. Each employer, to whom this Agreement applies, shall be entitled to deduct from each member a sum not exceeding €0.57 per week. The first employer in any working week shall be responsible for the full deduction. Employers who fail or neglect to make the authorised deduction shall be liable for the total contribution required to ensure that the workers sick pay benefits are maintained in full during a period of service with such employer.

Contributions to the scheme commenced on March 2nd, 1981. Two-Thirds of the total weekly contributions per employee shall be payable by the employer.

(g) **Benefit Limitations**

In any calendar year a claimant may not receive benefit from the scheme for a period in excess of ten weeks irrespective of whether the claim is for a single period of ten weeks or for successive periods of shorter duration.

(h) (i) **Waiting Period**

No claimant shall be entitled to any benefit from the Scheme for the first three working days of disability, except where a claim is treated as a continuation of a previous claim in accordance with the provisions of Rule (h) (ii) below.

(ii) **Continuous Claims**

Continuity of sick pay benefit from the scheme shall be maintained as a continuous claim from the first working day of disability, where a claimant has returned to work for a period of two working days or less, provided that the sick pay entitlement from the scheme has not been exhausted by reference to the ten weeks overall limit per calendar year.

(i) **Proportionate Payments**

Benefit for individual working days of disability shall be calculated on a proportionate basis with the relevant daily rate being determined as 1/5 of the corresponding benefit for the full working week.

(j) (i) **Eligibility for Benefit**

A participating employee must, in order to be eligible for benefit, have at least 13 weekly sick pay contributions to his credit, in the 6 months immediately preceding the initial date of disability and he must be employed by a participating employer immediately prior to the initial date of claim.

(ii) No claimant shall be entitled to benefit for a period of disability, or for a part of a period of disability, during which he is unemployed or has ceased to be employed by a participating employer.

(k) **General Provisions**

Employees on emergency tax deductions shall be automatically excluded from the operation of the scheme but shall be admitted when the appropriate taxation documents are obtained.

(l) Cases covered by the Occupational Injuries Act shall be excluded from the operation of the scheme.

(m) An employer shall be entitled, at his own expense, to have any worker considered to be an abnormal risk in respect of a particular complaint, (e.g. a recurring illness) medically examined, in respect of that complaint, as a pre-requisite to determining his eligibility for entry into the scheme. This right may also be exercised when an employee has claimed his full entitlements of ten weeks sick pay benefit in any calendar year to determine his eligibility for continuance in the scheme. Where a member is disqualified from the scheme, as an abnormal risk, he may be re-admitted to the scheme if his illness is certified as cured by an independent doctor agreed to by both parties.

- (n) A written claim must be completed by the applicant for sick benefit and submitted, together with medical certificate (or social welfare certificate), each week to the employer, within 2 calendar months of illness. If the applicant is not well enough to complete the claim, someone may do it on his behalf. The employer or his re-insurers may have the applicant subjected to an independent medical examination. Where a claim is made within two calendar months of the original date of illness. Benefit would be payable, retrospective to the 4th day of illness. Subject to paragraph (h) (ii). If the claim is not made within two calendar months of the initial date of illness benefit will be paid only from date of claim.

(o) (i) **Employers – Conditions of Underwriting**

The Trustees of the Construction Federation Sick Pay Scheme will underwrite in full all Sick Pay liabilities arising under the 3rd Schedule of the Registered Agreement (Construction Industry) – Pensions, Assurance and Sick Pay on behalf of adhering employers subject to the following terms and provisions:-

1. Adhering employers must register all their eligible employees in the Scheme and keep their cards stamped up to date.
 2. Where a claim for benefits is submitted to the Scheme, it is an express condition of acceptance by the Scheme, that the employer concerned hold a current Pension/Sick Pay card for the claimant and for each other eligible employee, if any, in his employment. Provided however that the foregoing condition shall also be deemed to be fulfilled where an employer has returned his cards to the Scheme for renewal at the end of a scheme year and has not received the renewed cards at the time a claim is made.
 3. Where it appears to the Scheme in relation to any particular claim received, that the employer concerned has failed to register all eligible employees in his employment in the scheme, or that he has failed to purchase sufficient Pension/Sick Pay stamps to keep the cards of all his eligible employees stamped up to date, the Scheme may refuse to pay any benefit or withhold payment of benefit until the scheme is satisfied that the employer concerned has fully complied with the rules of the Scheme, and in such circumstance the employer shall be liable to the claimant for any loss of benefit due to the claimant under the rules of the Scheme.
- (ii) The Trustees of the Construction Federation Sick Pay Scheme guarantee that they will not refuse equitable participation to an employer, covered by this Agreement, on the grounds that such employer is not a member of the Construction Industry Federation and that the workers employed by non-Federation members shall be entitled to the same benefits as workers employed by the Federation firms thereafter.

- (p) A member shall not lose accrued sick pay rights by changing employment within the Construction Industry, as covered by the Agreement, and the employer to whom the member changes employment, shall be liable to ensure that the member's accrued sick pay rights are retained by continuing to pay the contributions required, under the terms of the scheme, on behalf of the member.
- (q) The scheme shall apply to all workers in the Construction Industry as defined in paragraph 2 of the Agreement who are over 20 years of age and under 65 years of age.
- (r) Benefits payable under the scheme shall be in accordance with clauses (s) and (t) of this schedule.
- (s) From the first day of January 2004 until the Friday immediately preceding the 2004 anniversary date (Anniversary date means the first Monday coincident with or immediately following the 31st December in each year) of the scheme the weekly rate of benefits shall be as follows:-

€56.50 per week - (€11.30 per day)