

THE LABOUR COURT

Copy of an Employment Agreement registered in the Register of Employment Agreements on 21st August, 1997 as varied for the sixth time by the Labour Court under Section 28 of the Industrial Relations Act, 1946 by:

REGISTERED EMPLOYMENT AGREEMENT (DUBLIN AND DUN LAOGHAIRE DRAPERY, FOOTWEAR AND ALLIED TRADES) VARIATION ORDER, 2006 WITH EFFECT FROM 8TH SEPTEMBER, 2006

1. PARTIES TO AGREEMENT

Irish Business and Employers Confederation and MANDATE (The Union of Retail, Bar and Administrative Workers).

2. SCOPE

The establishments to which this agreement relates are establishments which are situated in the area of:

The County Borough of Dublin
The County of Dun Laoghaire/Rathdown
The County of South Dublin
The County of Fingal

and of which the business is the sale by wholesale or retail of any one or more of the following classes of goods:

- footwear
- clothing
- headgear
- drapery
- haberdashery

or, in the case of an establishment selling also goods of classes other than those named, of which the principal business is the sale by wholesale or retail of goods of the classes named.

The workers to whom this agreement relates are persons employed as sales or clerical employees in an establishment to which this agreement relates including persons engaged in the supervision of such employees but excluding persons engaged in pharmacy, hairdressing, catering, lending library, travel agency or post office department of such an establishment.

3. DEFINITION

For the purpose of this Agreement the following definitions apply:

Full-Time Employees	Those who work a normal working week of 37.5 hours
Part-Time Employees	Those who work less than the normal working week of 37.5 hours
Charge hand	A person assigned by an employer to be in charge of or responsible for the work of others.

4. RATES OF PAY

As per Appendix 1 attached

5. WORKING HOURS

Normal working hours of 37.5 hours per week will be rostered over a maximum of five days. Any change in normal rostered hours to be notified one week in advance.

6. OVERTIME

Overtime will be paid for any time worked in excess of the normal working week of 37.5 hours.

Overtime rates apply as follows:

Weekday - non-trading	Time and a half
Weekday - trading	Double time

Where employees work their day off, time and one half for the first four (4) hours and double time thereafter.

7. MEAL BREAKS

No employee shall be required to work continuously for more than 4.5 hours without a break of at least 15 minutes (paid) exclusive of the main meal break of 60 minutes (unpaid)

8. ANNUAL LEAVE

Annual leave shall be four working weeks plus Good Friday or a day off in lieu, or pro-rata as appropriate and in accordance with the Organisation of Working Time Act, 1997. Public Holiday entitlements will be in accordance with the terms of the Organisation of Working Time Act, 1997.

9. SICK PAY PROVISIONS

(a.1) Pre August 2003 Agreement

Employees in the employment of the Employer on or before 29th August 2003 will have entitlement to sick pay on the following basis:

In any calendar year full-time employees covered by this Agreement who are absent from work due to illness shall receive in respect of such day's absence, payment equal to one day's pay, subject to a maximum of 12 days.

Part-time employees will be entitled to the benefit as outlined above on a pro-rata basis.

(a.2) Post August 2003 Agreement

Employees entering into the employment of the Employer after 29th August 2003 will have entitlement to sick pay as follows:

There will be no entitlement to pay for any employee in the first twelve (12) months of employment.

On attainment of 12 months service, employees covered by this Agreement who are absent from work due to illness shall receive in respect of such day's absence, payment equal to one day's pay, subject to a maximum of:

Eight (8) days where service attained is between 12 months and 18 months

Twelve (12) days where service attained is in excess of 18 months

Part-time employees will be entitled to the benefit as outlined above on a pro-rata basis.

- (b) Payment will be reduced by the amount equivalent to the amount that is received by such employees by way of disability benefit. A doctor's certificate must be produced on the fourth consecutive day of absence.
- (c) Employees with five years continuous employment with the same employer may claim in respect of any one period of continuous illness the unused sick leave entitlement of the previous two eligible years as set out in Clause (a).
- (d) Paragraphs (b) and (c) above apply to employees in both category (a.1) and (a.2) above.

10. GENERAL

- (a) All employees shall be paid the appropriate hourly rates of pay set out in the wage schedules appropriate to the firm concerned. These rates should not fall below the rates contained in Appendix 1 of this Agreement.

The new basic hourly rates, as set out below, are inclusive of:

- 2nd Phase of Sustaining Progress Review (1.5%)
- 3rd Phase of Sustaining Progress Review (2.5%)

- (a) All staff, both full and part-time, will progress to the next point of the wage scale on the anniversary of their commencement date with the company.
- (b) A statement of the main terms and conditions of employment as defined in the Terms of Employment (Information) Act, 1994 will be supplied upon commencement of employment.
- (c) All employees will receive appropriate training.

11. DISPUTES PROCEDURE

Claims for changes in terms and conditions of employment or other matters in dispute concerning terms and conditions shall be discussed by the representatives of the trade union with the representatives of the Trade Branch or at individual company level, as appropriate. In the event that such claims are not resolved in the course of such discussions, the matters in dispute shall be referred in the first instance to the Labour Relations Commission for a conciliation conference or Rights Commissioner hearing, as appropriate.

If the matter is not resolved at this level it will be referred to the Labour Court for investigation and recommendation. No strike, lock out, or other form of industrial action designed to bring pressure to bear on either side shall occur until fourteen days after the issue of a Labour Court Recommendation on the issue and until 14 days notice of intent has been given by one side to the other.

12. VARIATION AND CANCELLATION

This agreement may be varied or cancelled in accordance with the provisions of the Industrial Relations Acts 1946-2004.

Signed

For MANDATE: Joe Donnelly

For IBEC: Christine Wilkinson

Appendix 1

The new basic hourly rates, as set out below, are inclusive of:

- 2nd Phase of Sustaining Progress Review (1.5%)
- 3rd Phase of Sustaining Progress Review (2.5%)

CLERICAL, NON-SALES AND RETAIL NON-COMMISSION STAFF

Year	1 st May 2005		1 st Oct 2005		1 st April 2006	
			SP Review Phase 2 1.5%		SP Review Phase 3 2.5%	
	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly
1	€286.88	€ 7.65	€291.18	€ 7.76	€298.46	€ 7.96
2	€286.88	€ 7.65	€291.18	€ 7.76	€298.46	€ 7.96
3	€292.16	€ 7.79	€296.54	€ 7.91	€303.95	€ 8.11
4	€356.06	€ 9.49	€361.40	€ 9.64	€370.44	€ 9.88
5	€367.69	€ 9.81	€373.21	€ 9.95	€382.54	€10.24
6	€384.81	€10.26	€390.58	€10.42	€400.34	€10.68
C'hand	€13.30	€1.02	€19.50	€1.19	€29.99	€1.47

RETAIL SALES – MINIMUM RATES OF PAY – COMMISSION STAFF

	1 st April 2005		1 st Oct 2005		1 st April 2006	
	SP Review Phase 1 2%		SP Review Phase 2 1.5%		SP Review Phase 3 2.5%	
	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly
1	€53.20	€ 6.75**	€57.00	€ 6.85**	€63.43	€ 7.02**
2	€60.02	€ 6.93**	€63.92	€ 7.04**	€70.52	€ 7.21**
3	€68.65	€ 7.16**	€72.68	€ 7.27**	€79.50	€ 7.45**
4	€23.64	€ 8.63	€28.49	€ 8.76	€36.70	€ 8.98
5	€30.49	€ 8.81	€35.45	€ 8.95	€43.84	€ 9.17
6	€43.25	€ 9.15	€48.40	€ 9.29	€57.11	€ 9.52
C'hand	€67.86	€ 9.81	€73.38	€ 9.96	€82.71	€10.21

** The hourly rate of pay (inclusive of commission), in the above categories, shall yield a rate of not less than the National Minimum Wage (In compliance with Orders made under the National Minimum Wage Act, 2000)

SERVICE PAY – To read as follows:

Where no alternative agreement or arrangement is in place in each individual employment, the following Service Pay is payable pro rata, on a service basis with the one company, irrespective of whether an employee is paid in excess of the minimum rates.

This provision applies to all employees.

5 years service €0.95 p.w.

6 years service €1.08 p.w.

7 years service €1.21 p.w.

8 years service €1.33 p.w.

9 years service €1.46 p.w.

10 years service €1.90 p.w.

15 years service €2.54 p.w.

20 years service €3.17 p.w.

25 years service €3.81 p.w.

30 years service €4.44 p.w.