MECHANICAL CONTRACTING INDUSTRY
EMPLOYMENT AGREEMENT
(THE MEBSCA AGREEMENT)

THE LABOUR COURT

COPY OF AN EMPLOYMENT AGREEMENT FOR THE MECHANICAL
ENGINEERING AND BUILDING SERVICES SECTOR, HEREINAFTER
KNOW AS THE MEBSCA AGREEMENT. EMPLOYMENT AGREEMENT
REGISTERED IN THE REGISTER OF EMPLOYMENT AGREEMENTS OF
THE LABOUR COURT AND THE SECTORAL EMPLOYMENT ORDER
REGISTERED WITH THE MINISTER FOR JOBS, ENTERPRISE AND
INNOVATION, UNDER THE INDUSTRIAL RELATIONS ACTS 1946 - 2015

EMPLOYMENT AGREEMENT

BETWEEN

MECHANICAL ENGINEERING AND BUILDING SERVICES INDUSTRY

AND

MECHANICAL UNIONS
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1. **SCOPE**

This Agreement applies to all building services, craftsmen and apprentices employed in the mechanical engineering and building services sector. For the purposes of this Agreement a mechanical engineering and building services firm means an undertaking the principal business of which is one or a combination of any of the following activities:

The installation, alteration, fitting, repair, maintenance and demolition in any building or its site of articles, fittings, pipes, containers, tubes or instruments (including central heating apparatus, machinery and fuel containers connected thereto) for the heating, process gasses or water supply of such buildings.

2. **COMPLIANCE**

Each project will display a copy of the MEBSCA Agreement’s Pay, Travel and Pension rates. The notice will identify the member of management to whom queries on the MEBSCA Agreement should be addressed.

A) **Engagement on site between contractor and trade union official should include**

*Principle Mechanical Contactor*

- Confirmation of name and contact details of principle mechanical contractor and/or site management.
- Full list of all workers operating on behalf of contractor including engaged on contract for service and of service.
- Principle Mechanical Contactors must employ the appropriate grades of trade union labour.
- Full MEBSCA rates/travel/pension/holidays etc.
**Mechanical Sub-Contractor**

- Confirmation of name and contact details of sub-contractor and/or site management.
- Full list of all workers operating on behalf of sub-contractor including engaged on contract for service and of service.
- Mechanical sub-contractors must employ the appropriate grades of trade union labour.

**B) Local protocol to address possible non-compliance**

- Shop Stewards to be facilitated on site to ensure compliance with MEBSCA Agreement.
- Trade Union official to engage local management of principle mechanical contractor concerning compliance of the principle mechanical contractor and/or sub-contractors.
- Local management to facilitate trade union official in ensuring compliance.
- Trade Union official to work with local management to ensure minimum disruption to production while investigating matters of concern covered by the MEBSCA Agreement.

**C) Joint Compliance Body (JCB)**

- The Joint Compliance Body (JCB) should consist of representatives from the Unions and the mechanical employers as signatories to the employment agreement.
- The body should meet on a monthly / bi-monthly basis.
- The body should take all necessary steps as is jointly agreed to ensure that alleged non-compliance is resolved.
3. **WAGE RATES**

The rate of wages payable to craftsmen and apprentices in the sector are set out in the First Schedule hereto. The minimum rates of wages paid to all journeymen operative shall be that set out in the Construction Industry Agreement.

All operatives shall be paid by the hour, and all wages shall be paid weekly at shop or job or by direct debit.

**Welding** – Pipefitters who are required to weld will be paid the appropriate plus rate as set out in the first schedule hereto.

**Charge hand Allowance** - Any operative in charge of two but not more than six qualified operatives shall be paid a charge hand allowance of 15% above the hourly rate.

**Foremen** – Any Operative in charge of more than six workers is entitled to be paid a premium which shall not be less than 23% above the MEBSCA hourly rate. Foremen’s rate is also to apply to operatives on site who have responsible for all company matters on that site i.e. operatives that run jobs.

**Dirty Money** - Operatives working in sewers and on the foul systems of buildings shall qualify for the payment of Dirty Money Allowance, and this allowance shall be €15.00 per day while so engaged.

**Danger Money** – Operatives working in a Level B suit for more than three hours in one day qualify for a payment of an extra 2 hours pay for that day. Shower facilities must be provided to clean up at the end of the shift.

Operatives working in a full respirator suit (Level 0) are to be paid double time with the following day off. Shower facilities must also be provided.
Operatives working in a confined space are entitled to a 15 minute break for every hour worked in the confined space. If the duration of work in the confined space is longer than three hours an extra 2 hours paid must be paid for that day.

4. **APPRENTICES**

All Apprentices entering the trades covered by this agreement shall conform to the conditions laid down by SOLAS. Apprentices joining the trade must be registered with SOLAS within three months of their start date on site. An apprentice shall be at liberty to work with his own tools in his 3rd and 4th year under the control of a journeyman on the same job except in cases of minor repairs when journeymen in that employment are not available. In all other circumstances apprentices should never work on their own.

Apprentices shall receive the following percentages of the craft rate:

<table>
<thead>
<tr>
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<tr>
<td>1st</td>
<td>33.3%</td>
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<tr>
<td>2nd</td>
<td>50%</td>
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<tr>
<td>3rd</td>
<td>75%</td>
</tr>
<tr>
<td>4th</td>
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The apprentice rate will increase on the anniversary of the commencement of the apprenticeship. If exams/re-sits are carried into the following year, rate increase should apply from the start of the new phase. Apprentice rates for the sector are set out in the First Schedule hereto. Any course fees for SOLAS should be covered by the apprentices’ employer.

Apprentices can and should be a member of a Trade Union.

Employers, where possible should have an apprentice to qualified craftsmen ratio of 4:1.

Every company who engage apprentices must appoint an apprentice officer from its working craftsmen to look after and guild apprentices while serving their time.
5. **NORMAL WEEK**

The normal working week shall be 39 hours, Monday to Friday.
The working hours at shops or job shall be from:

- 8.00 am – 4.30 pm  Monday – Thursday
- 8.00 am – 3.30 pm  Friday

Including a morning break and a half hour for lunch from 1.00 pm to 1.30 pm.
Where hours are worked after an 8 hour day, workers are entitled to a 15 minute break
before commencing overtime.

Where on occasion an official early start is required, no extra payment shall apply but
the normal finishing time after which overtime rates would apply shall be brought
back pro rata. The early start in this context is limited to one hour before normal
starting time.

The above hours may be subject to variation by agreement to suit client requirements
provided appropriate pay agreements have been reached.

6. **ANNUAL LEAVE**

Twenty five annual leave days shall be given to workers covered by this agreement;
the suggested dates of annual leave shall be as follows:

a. four days to be taken at Christmas
b. five days at Easter (including Good Friday)
c. the balance may be agreed between the parties to this agreement or on
   site with local management.

Payment for annual leave and public holidays shall be calculated in accordance with
Average pay should be used to calculated holiday pay based on overtime and travel time over the preceding 13 weeks. However a minimum of 39 hours MEBSCA pay plus travel must apply.

Holiday pay shall be calculated on the basis of 15.5 hours for each four week period during which the worker worked for not less than 117 hours, or otherwise in accordance with the provisions of the Organisation of Working Time Act, 1997.

Workers with long service with a company are entitled to extra day’s annual leave as per below:

After 5 years 1 extra day’s annual leave per annum
After 10 years 2 extra day’s annual leave per annum
After 20 years 3 extra day’s annual leave per annum

7. OVERTIME AND SHIFT RATES

a) Monday to Friday
Overtime worked between normal finishing time and 8.30 pm shall be paid for at time and one half. Anything worked over 12 hours in the day is paid at double time.

Overtime worked between 8.30 pm and starting time the following morning shall be paid for at double time.

b) Weekends
Overtime worked on Saturdays shall be paid for as follows:-
8.30 am to 12.30 pm – time and one half, thereafter double time paid until starting time on Monday morning.

Eight hours (seven on Friday) must be worked daily before an operative is entitled to an overtime payment.
In addition to the holiday entitlement double time will be paid for all hours worked on
Public Holidays.

c) **Shift Work**
All time worked in three continuous shifts shall be paid at the following rates:

- First 8 hours, time plus 1/3
- Next 4 hours, time plus 1/3 at time and ½
- After 12 hours, time plus 1/3 at double time

Where possible shift work is to be facilitated over four days, i.e. Monday to
Thursday 39 hours (including break times) at time plus 1/3.

Workers to be paid shift rate the week immediately after coming off shift work.

In the event that an operative is absent through his own fault (excluding annual leave
and illness) on any normal working day, he shall not be entitled to an overtime
payment on the day immediately following the day of absence and the prerogative of
working overtime on that particular day will rest with the operative himself.

Rest time will apply for time worked over 12 hours in any shift. It will be hour for
hour for every hour worked, up to 8 hours. Rest periods will be in strict adherence
with the Working Time Directive.

8. **PENSION, ASSURANCE AND SICK PAY**

All mechanical workers and operatives employed by MEBSCA employers must be
registered into the Construction Workers Pension Scheme (CWPS). The contribution
rate should reflect at a minimum, the MEBSCA pay rates, not the average NJIC rate
set out in the pension’s employment agreement.

Should workers chose to avail of the Additional Voluntary Contribution’s (AVC)
facility in the CWPS, employers will match worker contributions up to €100 per
week.
In addition to the CWPS Sick Pay Scheme, Employer Sick Pay to be made available to employees after 26 weeks consecutive employment with a company of up to 6 days full pay over a 12 month period. All paid sick leave must be certified.

9. **STAND-BY AND CALL OUT**

(a) (i) Operatives required to stand-by on site to be paid from quitting time at overtime rates.

(ii) When operative cease work at quitting time having been notified previously (24 hours’ notice) of the resumption of work at a later hour, the interval shall not be paid for.

(iii) When operatives are called from home for an emergency job, travelling time to and from their homes shall be paid for at overtime rates.

(b) Any operative called out after 12 midnight shall receive 11 hours rest from the time they finished work. If any of the hours of rest extend into the next working day, such hours that extend into such working day shall be paid at the flat rate.

(c) All hours worked and rest periods must be in line with the Organisation of Working Time Act 1997.
10. EXPENSES INCURRED NECESSARILY AND EXCLUSIVELY AS A RESULT OF EMPLOYMENT IN THE MECHANICAL ENGINEERING AND BUILDING SERVICES SECTOR

_Subsistence Allowance (Country Money)_

Subsistence allowance (country money) shall be €50 per day or €250 for 5 days and increase pro rata for 6 or 7 days. The allowance will be increased every 6 months in accordance with increases in the consumer price index. The allowance shall be paid where an operative has to either reside away from home or travel more than 32 km (in one direction) in the performance of his duties. In the event of residing away from home, all accommodation costs should be covered by the employer, lodging expenses shall be paid on foot of appropriate receipts. No back week should apply to this payment. A €20 subsistence payment per day for lunch and dinners to be paid by the employers when workers have to reside away from home.

Operatives shall be paid travelling expenses consisting of fares and travelling time when going to or coming from a job which necessitates their taking lodgings. All time spent in travelling shall be paid for at single rates.

_Periodic Return Home_

Transport expenses (or 3 hours pay at hourly rate) for the return journey between the site of country jobs and the operatives home town shall be allowed for on seven occasions during the year. These occasions shall include Christmas, Easter, bank holiday weekends and annual holidays.

_Expenses incurred in Travelling in the Performance of duties_

Travelling costs and bus fares shall be paid at a cost of €28 per week. It is agreed that in major urban areas, negotiations shall take place at local level for the improvement of existing arrangements or for the introduction of such arrangements where none presently exist. If agreement cannot be reached at local level the matter will be referred to the NJIC. The following urban area rates should apply:-
National Travel Rates:

Distance to be calculated from the general post office in each city or town (unless place of business previously agreed), for smaller towns and villages distance to be calculated from place of business.

0 - 6 kilometres 1 hour per day
6 - 8 kilometres 1½ hours per day
8 - 10 kilometres 1½ hours per day
10 - 12 kilometres 1 ¾ hours per day
12 - 20 kilometres 2 hours per day
20 - 32 kilometres 2½ hours per day

a) The hours or fraction of hours above refer to the basic rate for craftsmen and apprentices, as appropriate.

b) All distances are radial and are measured from the GPO (or place of business as above) outwards to the actual job/site. All distances are measured on a straight line basis and are one way only.

c) These payments are paid only on the strict understanding that they are allowances towards compensating the operative in full both for the expense and time involved in travelling to and from the job/site. This travelling is to be done in the operative’s own time and at his own expense and he must be available on the site for work at the normal starting time.

d) Where transport is provided 75% of the appropriate travel allowance is paid in that situation.

Banking Expenses

An annual payment of €120, to be paid at €30 per quarter, to workers to reflect the expenses incurred by workers to access their weekly wages.
11. **PROCEDURE FOR SETTLING GRIEVANCES AND DISPUTES**

If a trade dispute occurs between workers to whom this Agreement relates and their employers, no strike or lock-out, or other form of industrial action shall take place until the following procedures have been complied with and the Labour Court has issued a recommendation. All sides are obliged to fully comply with the terms of the Disputes Procedure. A party, which refuses to engage or frustrates the Disputes Procedure, will forfeit the protections of this agreement.

**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, the issue may be referred to a Mechanical Sector and Building Services Disputes Tribunal.

c) The Tribunal will issue a decision within one week. The decision of the Tribunal, 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 fast tracked to the Labour Court for investigation and recommendation.
Mechanical and Building Services Sector 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 for 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 main 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.

Where a dispute has not being heard by the above tribunal with 4 weeks of the grievance or dispute being raised with the employer, the grievance or dispute may be advanced directly onto the Labour Relations Commission and the Labour Court.
12. **DEMACRATION**

Where demarcation issues arise work shall not continue until the issue is decided by a Sub-Committee of the Joint Industrial Council, which shall decide the issue within a stipulated period.

13. **DISMISSALS & REDUNDANCY/LAYOFF**

In the case of dismissals, it is recognised that in the circumstances of the mechanical engineering and building services sector it is the prerogative of employers to take a decision in any particular case. This, however, does not affect the right of the trade unions to invoke the agreed disputes procedure in any particular instance. Lay off and redundancy will take place on a company wide basis. In the event of dismissal due to redundancy, having regard to experience, skills and disciplinary record (all other things being equal), “last-in, first-out” will apply. In the event of redundancy and lay off, all sub-contract and agency agreements must be concluded before directly employed staff are let go.

In the context of increased employment, laid off staff would take precedence over sub-contract and agency staff, on a company wide basis and with service being key criteria for recall.

14. **PROTECTIVE CLOTHING**

Employer to provide all personal protective clothing, including but not exclusively;
Hard hats, hi-viz vests, gloves (new pair weekly), eye and ear protection.
Quality new boots provided every six months.
Two pairs of appropriate work ware every six months.
Quality, breathable wet gear for working in inclement weather, to include breathable jacket with hood, breathable trousers/leggings and waterproof footwear.
PPE is non-transferable.
15. INCLEMENT WEATHER

Operatives will be provided with quality breathable wet gear for inclement weather including waterproof footwear. If the inclement weather is severe, workers will not be expected to work in it. This decision will be made between on-site foreman and worker reps.

16. COMPENSATION FOR LOSS OF TOOLS

Compensation for loss of tools caused by fire or break-in on site shall be given by the employer to all craftsmen, subject to maximum of €700.00. The cost of replacing tools lost for any other reason shall be borne by the individual craftsman.

17. BEREAVEMENT LEAVE

In the case of a death of a close relative a worker will be allowed up to five days special leave. The firm is to be notified as soon as possible of the bereavement. The term “close relative” in this clause means a spouse, parent, child, brother or sister.

18. PATERNITY PAY

Workers wishing to take parental leave must give four weeks’ notice to their employer, where possible. On the birth or adoption of a child workers are entitled to two weeks paid leave. Workers are entitled to take 18 working weeks parental leave per child for any child under the age of eight. Where a worker has more than one child, parental leave is limited to 18 weeks in a 12-month period. This can be longer if the employer agrees. Parents of twins or triplets can take more than 18 weeks of parental leave in a year.
19. **SITE FACILITIES**

Adequate toilet, dry room and canteen facilities shall be provided on all sites at all times.
On larger sites (20+ workers) toilets to be cleaned hourly, with hot water and washing facilities (including soap, barrier cream, moisturiser and hand towels) to be in place at all times.
All canteens to have the facility to boil water, wash up and refrigerate and heat up food.
Employers to provide personal locker facilities on sites or alternatively provide insurance cover or compensation for items stolen or missing from on-site drying rooms.
Clock in/biometric machines should be at the entrance to the site, where possible, if not grace time should be adjusted so that workers are actually leaving site at their actual finish time.

20. **TRAINING**

Every employer to whom this agreement applies should make the following, but not limited to, courses available to their employees:

- Certified coded TIG welding
- Certified coded orbital welding
- Basic rigging course
- Aluminium tower scaffolding installation course
- Basic scaffolding course to allow for legal alterations to a scaffold
- Oftec oil boiler maintenance and service course
- An electrical safety course to get mechanical workers certified for doing minor electrical work i.e. wire a shower or other things related to plumbing installation
- G.I.D. Gas installation course
• Renewable energy course i.e. solar technology, wood pellet boilers, stoves e.t.c.
• An e.c.d.l course
• A 3d autocad course
• A forklift driving course
• A first aid course
• A hazchem safety course
• A hazmat safety course to be completed
• Workers over the age of 60 up to retirement age to be offered pre-retirement courses.

All cost attached to training should be paid for by the employer.

21. UNION MEMBERSHIP

All operatives, charge hands and foremen shall be members of their respective trade unions.

22. CHECK-OFF SYSTEM (DEDUCTION OF UNION CONTRIBUTIONS)

Each employer to whom this agreement applies shall deduct from each employee’s weekly wages the contribution due by that employee to his/her trade union where there is agreement between all parties concerned to do so. The amount deducted shall be sent monthly by the employer to the various trade unions.

23. MECHANICAL WORK

All types of work detailed on the mechanical syllabus to be carried out by appropriately qualified mechanical craft grades. Evidence of qualifications, must be provided to shop stewards on site should and queries arise.
24. FACILITIES AGREEMENTS

Appropriate resources will be made available for shop stewards and Union reps to allow for the policing of this agreement and to allow for Union business to be carried out. Each employer to work with the Unions to agree terms for facilities agreements to be put in place, on a site by site and/or company by company basis.

Union delegates with written authority from the Union should be entitled to visit jobs and shop stewards during working hours.

25. PROVISION FOR VARIATION OF THIS AGREEMENT AND DURATION OF THE AGREEMENT

This agreement may be varied in accordance with the provisions of the Industrial Relations Acts, 1946 - 2015.

It is proposed that the employers and Unions will sit down at least four times a year to monitor the agreement. An annual wage review will be carried out unless a longer wage agreement is in place.

Either party to this agreement must give six months’ notice in writing in the event that they wish to withdraw from the agreement.
Appendix 1

PLUMBERS & FITTERS TOOLS:

SCHEDULE OF CRAFTSMAN’S TOOLS
(MINIMUM)

Each craftsman shall provide himself with the following tools:-

1 Ball Pane Hammer 1 ½ lb wt
1 Screwdriver 200mm
1 Screwdriver 100mm
1 Phillips Screwdriver No 1. Point
1 Phillips Screwdriver No 3. Point
1 Stillson Wrench 18 inch
1 Stillson Wrench 14 inch
1 Adjustable Wrench 10 inch
1 Pipe Cutters 15mm – 35mm
1 Pliers 8 inch
1 Tin Snips 10 inch
1 Cold Chisel 10 inch
1 Spirit Level 600mm
1 Senior Hacksaw Frame
1 Junior Hacksaw Frame
1 Set Imperial Allen Keys
1 Set Metric Allan Keys
1 Set Ring Spanners 6mm – 22mm
2 “Instantor” Spanners 1“ X 3”
1 15mm Bending Spring for Copper
1 20mm Bending Spring for Copper
1 Measuring Tape 5 meters
1 Bastard File

All craftsmen’s tools to have a personalised identification mark and be stored in a secured tool box.
Appendix 2

RATE APPENDIX (for reference):

The plus rates set out in this Appendix are inclusive of all existing payments and allowances locally negotiated or otherwise.

SPECIAL SKILLS RATES:

**Grade 1:**

10/07/15

*Hourly Rate:* €5.00

Class 1 operatives are Building Services Craftsmen certified to the HVCA standard of welding (Class II Oxy – Acet) with a minimum of five years site experience as a craftsman in building services installations. Craftsmen must be certified to the required standard by an independent examiner. The cost of the examination will in the first instance be met by the employer and if unsuccessful thereafter will be shared between the employer and the employee (60/40) until the standard has been achieved.

Updating of certificates as required will be at the cost of the employer. The panel of examiners will be subject to continuing approval by MEBSCA.

**Grade II**

10/07/15

*Hourly Rate:* €4.70

Class II operatives are Building Services Craftsmen with welding and brazing skills to a standard to meet the requirements of the working environment with a minimum of two years site experience as a craftsman in Building Services installations.

**Grade III**

10/07/15

*Hourly Rate:* €4.34

Grade III operatives are Plumbing and Heating craftsmen who have completed a four year nationally recognised apprenticeship.
Appendix 3

CERTIFICATION:

(Additional Payments): 10/07/15

Hourly Rate:

I  Copper pipe work certified to ASME IX brazing for copper pipe work. €0.60

II  (a) Certified to BS4871:
Manual metal arc welding (Class II) for low pressure pipe to 160 PSI. €0.60

   (b) Certified to API 1104:
For oil and gas pipelines to 160 PSI including (a) above. €1.10

   (c) Certified to BS4871:
Code for approved testing of welders (Class 1) including (a) and (b) above. €1.95

Special Equipment Allowance:

In return for the enhanced list of special equipment and tools contained in this agreement a Special Equipment Allowance of €0.60 per hour will be paid to all craftsmen in addition to, but separate from, the existing tool allowance.
### MEBSCA Rates 2015

10/07/15

**Per Hour**

**Grade 1 Plumber**

(5+ years qualified)

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<tr>
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**Grade 2 Plumber**

(2-5 years qualified)

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**Grade 3 Plumber**

(up to 2 years qualified)

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