

with all conditions of employment which relate to any industry in the country. Non compliance can result in referral to the Labour Court which can make an Enforcement Order against the employer concerned. Contractors should therefore realise that, while the ENJIC Agreement remains in force, its terms apply to everyone within the industry. As early as October 2005, the AECl asked the Government to release them from the terms of the ENJIC Agreement so that they could more competitively compete at the lower end of the market. The ENJIC Agreement is due for renewal in April and there is an onus on each and every contractor to make his feelings known to the Labour Court if they are opposed to the present Agreement. Currently the only people who sign up on behalf of electrical contractors are the AECl, and ECA, who between scarcely represent 350 electrical contractors. It is difficult to see how 350 contractors can claim to be "substantially representative" of the 5,000 electrical contractors currently operating in this country. Section 27.3.C of the 1946 Industrial Relations Act requires that the

Labour Court must satisfy itself that the parties to the Agreement are "substantially representative" of the employers within the industry to which the Agreement applies before such Agreement can be registered. If contractors wish to avoid finding themselves in the Labour Court on foot of a complaint by NERA, they should either comply with the terms of the Agreement, or alternatively, write, or have their solicitors write, to the Labour Court pointing out that they object to the registration of the Agreement negotiated by a small and unrepresentative section of the electrical contracting industry. It would be unwise of the Labour Court to ignore the express opposition of a substantial number of contractors to the continued registration of an Agreement as they found out to their cost in the High Court case, *National Union of Security Employers v The Labour Court (1992)*. Contractors who contact ECSSA do not for the most part object to the rates of pay in the Agreement, but encounter serious problems, particularly with employees who wish to have more flexibility in planning their pension arrangements

than being confined to a single provider as is currently the case under the ENJIC Agreement.

7. Agri Installations

Contractors involved in agri installations which take their supply from a cable run from the farmhouse should ensure that the size of this cable and the integrity of the earth continuity conductor is sufficient to maintain voltage level and to provide an earth loop impedance level compatible for the type breakers fitted. In some instances new agricultural units are being built on the site of older buildings and in many cases the farmer will not wish to disturb concrete yards in order to run new supply cables from the farmhouse. The level of load in the old building may only have consisted of a few lights, where overload or short circuit was unlikely to arise. With the increased use of welders and other power tools on farms, it is important to ensure that the supply is adequate for the load and capable of offering the user proper protection in the event of earth leakage.

Bright Prospects for 2012

ECSSA sponsored swimmer, Niamh O'Sullivan of Killarney, continues to make spectacular progress in the Junior Swimming ranks in Ireland and abroad.

Niamh, who is currently studying in Limerick, has to be regarded as one of this country's brightest prospects for 2012 London Olympics.

Photo by Eamonn Keogh



Meter Relocation

Contractors who send in Completion Certs for meter relocation should be aware that test measurements must be included for insulation values and resistance of protective conductor.

While most contractors are reluctant to get involved in retesting an entire house which is already connected simply because they are running new meter tails from the existing distribution board to the new meter relocation, they should realise that an insulation test must be carried out on the new tails and this value entered on the Cert.

Additionally, the resistance of the longest protective conductor in the entire insulation has to be measured as the additional cable length brought about by the meter relocation will have an effect on the resistance and consequently on the fault loop impedance.

The CIS System by which Certs are transmitted from ECSSA to ESNB is arranged in such a way that a Cert cannot be sent unless there are acceptable test results entered for both protective conductor resistance and insulation.

ECSSA staff cannot, or will not, attempt to circumvent the system by fabricating results for Certs which arrive without these two measurements.

Additional Verification & Certification Courses

| Day | Date | Time | Location | Venue |
|----------|------------|--------|---------------------|-----------------|
| Friday | 18th April | 7-10pm | Navan | Ardboyne Hotel |
| Saturday | 19th April | 10-1pm | Dublin | Legrand Offices |
| Saturday | 19th May | 10-1pm | Killarney | ECSSA Offices |
| Friday | 9th May | 7-10pm | Maynooth Kildare | Glenroyal Hotel |
| Saturday | 10th May | 10-1pm | Dublin | Legrand Offices |

Cost : €120 per person

Members are reminded to bring:- Test Instruments - (check Batteries & leads in particular 3 leads for loop impedance shower testing). New leads can be purchased from ECSSA.

Wholesale supply of gate automation equipment

Horan Electrical Services specialise in the supply of automation equipment for electric gates. Our quality equipment is supplied ready to fit, whether arm, articulated arm, or underground kit and gear for a sliding gate.

For example, our underground kit consists of two galvanised underground cases with covers, two motors, a radio card, antenna and two remote controls. Other accessories, such as keypad, intercom and inductive loop are also available.

The equipment is designed for simple fitting but we also offer:

• Installation services • commissioning services • Technical helpline



A 10% discount will be offered to all ECSSA members and a LIFETIME 10% discount will be offered to the first 50 customers.

**Horan Electrical Services, Ballybride, Roscommon, Co. Roscommon.
T: 087 2878557 E: gates@classic.ie**

Make sure that qualified installers get the profit from this rapidly expanding trade

ECSSA news

Spring 2008



Chairman's Comments

Welcome to the first Newsletter of the New Year.

While economic forecasts are for the most part pessimistic, we are delighted to see that our members have placed their confidence in the year ahead by renewing in unprecedented numbers. Around 2,500 or 85% of the 3,000 members registered in 2007 have already renewed their membership. The website is due to be updated in early April, so we would urge any contractor who has not yet renewed to do so in time for the update.

Our members were surprised to receive correspondence from RECI asking them to consider joining that body. Some were annoyed, more were amused, but the majority thought the whole effort was pathetic. In effect, RECI were appealing for membership to the same people which they had portrayed as "cowboys" on national television back in 1992. It is hard to understand how those who were ridiculed then are now acceptable. Desperate situations are said to demand desperate measures, but this is really grasping at straws!!

We continue to appreciate our members and we thank them for their ongoing loyalty and look forward to continue working on their behalf in 2008.

John O'Loughlin
Chairman of ECSSA



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ECSSA OFFICE HOURS:
Monday to Friday:
9am to 1pm and 2pm to 5pm
CLOSED FOR LUNCH 1pm to 2pm

John O' Loughlin
Chairman of ECSSA



1. Damage to ESB Meters

The two photos reproduced here describe more vividly than a thousand words the damage which can be caused to an electrical connection by loose contact screws. In both these cases the damage is on the Customer's side of the Meter, and therefore the problem was caused by the electrical contractor's failure to properly tighten the terminal screws. To date we are not aware of whether ESB actually charge the Customer for a replacement meter, but it is unlikely that they will continue to tolerate this sort of damage without compensation from somebody. The obvious person to recover from is



BURNED CONNECTION ON CONTRACTORS SIDE OF METER



the customer, and the customer in turn will probably seek to recover from the contractor who made the connection. Quite apart from the financial aspects, there is the inconvenience of being without supply until a replacement meter is fitted, and also the possibility of fire or damage to electrical and electronic equipment in the house. These meter connections are robust but the particular type of screw fitted cannot be properly tightened without the use of a screwdriver specifically designed for these screw types. Neither the traditional Philips, nor a flat screwdriver, can exert sufficient torque to ensure a good connection. The proper screwdriver is an SL/PZ2 X100 which should be available from most

electrical wholesalers and hardware stores. These screwdrivers are also the correct type to use on RCD's, RCBO's, and most modern MCB's.

2. Overloading Domestic Sockets

We have had quite a few complaints from householders reporting damaged or burned sockets in new installations. On investigation the problems are generally traced back to the fact that specialist contractors, fitting wooden floors, had been using heavy compressors in the course of their work. These were generally plugged in, using a plug top where the fuse had been bridged out, and constant load on the socket, near to, or above, its maximum capacity caused damage to the socket. We have also had numerous complaints of twin sockets where one side would work but the connections to the other side appear to be faulty. This has been particularly prevalent in some of the cheaper sockets which are now coming on the market. Contractors, when testing socket circuits, should never assume that the value on both sides of a twin socket will be the same and should measure both.



3. Electronic Meters in Multi-Metering Panels - Day/Night Meters

Up to now the ESB has used Electro-mechanical meters for the majority of whole current metering installations. In 2007 Meter Asset Management entered into a new metering contract with suppliers which resulted in the use of electronic meters right across the whole range of metering requirements.

Heretofore for multi-metering panels electro-mechanical meters were utilised. For Day/Night multi-metering panels there was a requirement for the use of a combination of electro-mechanical two rate meters, timeswitches & interposing relays at the multi-metering panel as described on pages 32 and 33 of the present code book. With the introduction of electronic meters this requirement has now changed.

Electronic meters as now supplied for Day / Night installations have an integrated timeswitch in the meter, and also have the facility of an auxiliary contact which will close on night rate. This auxiliary relay is rated at 230V AC and 80mA Max. For all new Day / Night multi metering panels therefore there is no need for an external timeswitch or relays at the metering panel.

The requirements for the mains wiring will remain as before. For NSH control, it is essential that the operating current of the coil in the control relay in each apartment does not exceed 80mA. Control cables for each apartment are to be brought directly to the meter. As before control cable to be labelled with apartment numbers at file terminals and meter positions and the colour

code of the control wiring is to be Brown & White. Where the control pair is brought directly from the apartment to the meter it is acceptable to use a twin brown, but the cable must be identified with the apartment number and the live and switch wire must be clearly identified at the meter position. Control pair (1.5sqmm) to be fused appropriately in each apartment.

Note if the operating current of the coil exceeds 80mA, then there will be a requirement for the panel manufacturer to provide separate interposing relays for each apartment at the meter panel, whose coil does not exceed a current of 80mA. Note also the 80mA Max rating relates to the inrush / starting current of the relay coil.

N.B. The foot print of the single phase meter is unchanged and the present space allocations must not be reduced. This is to allow future exchanges or metering upgrades.

4. Commercial Disputes

One of the functions of ECSSA is to respond to Customer complaints against registered members. If we were to confine our activities strictly

Tracking Certs

There seems to be a growing tendency among contractors to ring ECSSA to find out if their Cert has gone through to ESB, even though it might only have been posted to ECSSA the previous day. This is not going to speed up the transmission of the Cert to ESB by one iota, and in fact does no more than cause delay as the processing has to be stopped to do a search of the Cert Log.

Contractors can be assured that once the Cert reaches ECSSA, by evening it will have either gone through to ESB, or alternatively, will

have gone back to them because of some problem such as incorrect MPRN, lack of proof of insurance, or missing Test measurements. Customers on the other hand cannot be given any information as to the whereabouts of a Cert, and contractors should not tell Customers to ring ECSSA about Certs submitted.

to complaints regarding poor workmanship, we would have very few complaints indeed. However, over 90% of all complaints received have their roots in money, or the lack of it. What might initially be presented as a gross failure on the part of the Contractor to complete work for a Customer, almost inevitably discloses that the main reason for the failure to complete by the Contractor stems from a failure to pay on the part of the Customer. It is a basic law of contract that a fundamental breach of the contract by one party releases the other party from all further obligations under the contract. Nothing could be more fundamental than a failure by the Customer to pay for goods supplied or services rendered.

However, Contractors often have only themselves to blame when they find themselves in a commercial dispute with their Customers. It is amazing how many contractors start work on installations without having first being clear on the four basic items which are essential to the smooth operation of any contract.

(a) Firstly, be clear as to who you are working for, ie. are you working directly for the Client, or are you a Subcontractor to a Builder or a

Builder or a Subcontractor to a Builder or a

Contractors will avoid delays if they ensure that the Cert is properly filled, that their membership and insurance is in order, and the MPRN is properly entered before posting a Cert to ECSSA.

main electrical contractor.

A high proportion of disputes arise from the fact that clients often change the specifications of a job or order a substantial amount of extras without first clearing with the builder, and the electrical contractor, as to who is to pay for these extras. It generally ends up in disagreement between the builder and the client, and often ends up with neither of them willing to pay the electrical contractor. So ensure that you know who you are working for, and who has authority to authorise alterations or extras.

(b) Make sure that you know exactly what you are doing for your customer. Additions to the original specification are fine provided that all concerned understand that these are extras and will have to be paid for as such. It is important however, to maintain consistency in charging for extras. There is little point in expecting that a customer whose basic installation was priced at €50 per socket is going to pay €150 per socket for the few additional ones he ordered. Such inconsistency would almost invariably ensure that legal action to recover money for extras would fail on the ground of overcharging.

(c) Agree on how much you are going to get paid for the basic installation, and how much per point or per hour will be charged for any extras added after the original specification has been priced and agreed.

(d) Agree on when you are going to be paid for the work. If there are to be stage payments, set out the percentage of the overall price which is to be paid at various stages. A Contractor is quite within his rights to cease work if,

following an agreed period after a payment becomes due, the customer fails to honour the amount invoiced. It is also important to agree amounts for retention and how long this retention period is going to be. Contractors should, if at all possible, avoid lump sum contracts because, strictly speaking, in a lump sum contract there is no provision for interim payments and the customer is entitled to demand that all the work, including the snag list, be completed to his satisfaction before money becomes due. It is a little late for the contractor to find out at that stage that his customer is neither able or willing to pay for the job!

Unfortunately we hear on an ever increasing frequency of electrical contractors who have been stung for substantial amounts of money by builders and developers who got carried away on the recent building boom, and who were working on the basis that today's turnover paid yesterday's bills, while tomorrow's turnover will pay for today. Regrettably, in many cases, there is no tomorrow and various contractors and suppliers are left to foot the bill for the developers over-enthusiastic expansion.

5. AECl withdraws from EPACE

In their December Newsletter, AECl announced that they were withdrawing from EPACE, apparently because EPACE have continued to employ Union Officials, or retired Union Officials as Inspectors. This practice, AECl claims, is contrary to some agreement which was made at the time that AECl, ECA,

and TEEU came together to form EPACE. It is remarkable that an organisation which AECl founded, and for so which they so assiduously sought statutory powers, should now have evolved in a way which AECl find it unacceptable to be associated with.

One wonders if having withdrawn from participation, they will now withdraw from the Board of EPACE, and if ECA will follow suit. One wonders even more what function EPACE can now hope to fill given that there is now a Statutory Authority, the National Employment Rights Authority (NERA), which has the power and the personnel to do what EPACE was trying to do despite the fact that they lacked any statutory authority to do so.

6. National Employment Rights Authority (NERA)

The National Employment Rights Authority (NERA) has now been placed on a statutory footing by the Government. The function of NERA is to monitor and enforce all employment rights such as minimum pay levels, terms and conditions of employment, and JIC Agreements including the ENJIC Agreement which applies to the electrical contracting industry.

Unlike EPACE who could quite legitimately be told to get lost by contractors, NERA have the right to seek proof of compliance

