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STATUTORY INSTRUMENTS

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**1977 No. 1096**

**TERMS AND CONDITIONS OF EMPLOYMENT**

**The Guarantee Payments (Exemption) (No. 6) Order 1977**

*Made - - - - - 30th June 1977*

*Coming into Operation 1st August 1977*

Whereas the Working Rule Agreement of the National Joint Council for the Steeplejack and Lightning Conductor Engineering Industry is a collective agreement which makes provision whereby employees to whom the said agreement relates have a right to guaranteed remuneration:

And whereas the parties to the said collective agreement (whose descriptions are set out in Schedule 1 to this Order) all made application to the Secretary of State under section 28(1) of the Employment Protection Act 1975 (“the Act”):

And whereas the Secretary of State, having regard to the provisions of the agreement (which so far as are material are set out in Schedule 2 to this Order), is satisfied that section 22 of the Act should not apply to those employees:

And whereas the said agreement complies with the provisions of section 28(4) of the Act:

Now, therefore, the Secretary of State in exercise of the powers conferred on him as the appropriate Minister under section 28(1) of the Act and of all other powers enabling him in that behalf, hereby makes the following Order:—

**Citation and commencement**

1. This Order may be cited as the Guarantee Payments (Exemption) (No. 6) Order 1977 and shall come into operation on 1st August 1977.

**Interpretation**

2.—(1) The Interpretation Act 1889 shall apply to the interpretation of this Order as it applies to the interpretation of an Act of Parliament.

(2) The “exempted agreement” means the Working Rule Agreement of the National Joint Council for the Steeplejack and Lightning Conductor Engineering Industry.

**Exemption**

3. Section 22 of the Act shall not apply to any person who is an employee to whom the exempted agreement relates.

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Signed by order of the Secretary of State.

30th June 1977

*Harold Walker*  
Minister of State  
Department of Employment

## SCHEDULE 1

### PARTIES TO THE EXEMPTED AGREEMENT

Representing employers: the National Federation of Master Steeplejacks and Lightning Conductor Engineers.

Representing employees: the Union of Construction, Allied Trades and Technicians (Steeplejack Section).

## SCHEDULE 2

### MATERIAL PROVISIONS OF THE EXEMPTED AGREEMENT

#### A

##### Prevention or Settlement of Disputes

1. The parties to the Agreement agree that in the event of any dispute or difference arising between their respective memberships or any of them, every means for effecting an amicable settlement shall be exhausted before resorting to direct action.

2. Either or both of the parties to any difference or dispute which arises out of the operation of the Agreement may request that the difference or dispute be considered by a Disputes Panel.

3. Such a request shall be made in writing to the appropriate Joint Secretary and on such reference being properly made it shall be the duty of the Joint Secretaries to confer and (if the matter is incapable of settlement by them jointly) to convene as soon as possible a Disputes Panel for the purpose of considering the difference or dispute.

(a) (a) Decisions of Disputes Panels shall be final and binding, except in the case of a dispute or difference over entitlement to guaranteed minimum earnings under the National Working Rules. In all other cases, where a Panel fails to reach a decision on any dispute or difference, the agreed procedures set out in this Rule shall be deemed to have been exhausted.

(b) Where a Panel fails to reach a decision on any dispute or difference over entitlement to guaranteed minimum earnings, either party shall give to the other notice in writing of such dispute or difference and such dispute or difference shall be and is hereby referred to the arbitration of such person as the parties may agree to appoint as Arbitrator or failing such agreement as may be appointed on the request of either party by the President for the time being of the Institute of Arbitrators.

5. In no event shall such a decision form a precedent in any other difference or dispute outside the Steeplejack and Lighting Conductor Engineering Industry.

6. Nothing in the foregoing arrangements shall be construed as conferring upon the said Panels the right to take decisions on matters of general rulings on the Working Rule Agreement.

7. Disputes Panels shall consist of a Chairman appointed ad hoc together with the Joint Secretaries and shall consider individual employment grievances and disputes arising between employers and employees. Such Panels may:—

(a) Hold an enquiry without delay in the place where the dispute is occurring or about to occur or elsewhere as may be deemed most expedient.

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- (b) Take evidence from the parties concerned and otherwise enquire into the cause and nature of the dispute.
  - (c) Make such report and recommendations as the Panel may think fit to the respective national governing bodies as to the settlement of such dispute.
  - (d) Give such directions as the Panel may think fit as to preventing a stoppage of work or, in the event of a stoppage having taken place, as to providing for a resumption of work pending consideration of the report and recommendations under (c) aforesaid by the respective national governing bodies and ratification or otherwise by them.
8. The expenses of those appointed to serve on Disputes Panels shall be paid by their respective organisations.
9. Reports by Disputes Panels shall be laid before the respective national governing bodies of each side as soon as practicable after they have been received and be dealt with promptly in one of the following ways:—
- (i) The recommendations may be approved and in that case communications shall be exchanged between the national governing bodies intimating that they will give effect thereto.
  - (ii) The recommendations may be disapproved wholly or partly in which case communications shall be exchanged between the national governing bodies as to the further steps which shall be taken in regard to the dispute or difference.

## B

### Rules about Guaranteed Time Payments

#### **Guaranteed time payments**

- (a) (a) In any week following the payweek in which he was engaged, an operative shall receive guaranteed time payments as detailed below for any hours during a normal working day (or night-shift in accordance with Rule 10 for which overtime is not payable) when, although available for work in accordance with the requirements of Rule 19, he was prevented from working due to inclement weather or other cause beyond the control of the parties.
- (b) Where an operative is available for work throughout the whole of the normal working week, except for certified absence due to sickness or injury, payment shall be at the operative's guaranteed minimum earnings as listed in Appendix 1.
- (c) Where an operative is not available for work as provided for in Rule 19 payment shall be at half the operative's standard hourly rate.
- (d) No additional payments of any kind shall be made in respect of guaranteed time payments.
- (e) For the purpose of this Rule paid travelling time during a normal working day shall be regarded as working time.

#### **Suspension of Guaranteed Time Payments**

- (a) (a) Where on a job collective action is taken by any operatives not covered by this agreement, the employer shall at all times use his best endeavours to provide continuity of work for those operatives who are not involved in the dispute and who remain available for work. In the event that by reason of the industrial action taken the employer cannot provide

such continuity of work, the provisions of Rule 6 relating to guaranteed time payments shall be deemed to be suspended until such time as normal working is restored.

- (b) Where work is temporarily stopped or is not provided by the employer and a normal working week during which an operative actually works is followed by a complete week, during which although remaining available for work he is prevented from performing actual work, he shall be paid for that week in accordance with Rule 6. Thereafter and while the stoppage of work continues and the operative is similarly prevented from actually working, he may be required by the employer to register as an unemployed person, provided that such temporary lay-off shall not affect the operatives' continuity of employment. In such a case Rule 6 shall be deemed to be suspended until such time as normal working is restored.

### **Availability for Work**

- (a) (a) An operative shall be fit for work and free from any intoxicating liquor, complete with tools, protective and personal clothing, and in all respects capable of travelling to any job and executing satisfactorily and safely the work to be executed according to his instructions.
- (b) Unless otherwise specifically instructed by the employer, an operative shall present himself for work each normal working day at the usual starting time of the job or site, and shall there remain available for work throughout the normal working hours.
- (c) Decisions as to when, during the normal working hours, work is to be carried out, interrupted on account of weather conditions or otherwise, and resumed, and as to whether some or all of the operatives shall work, at any particular time, shall be made by the man in charge of the job and shall be implicitly observed.
- (d) If on the job or site, work is not available for an operative in his own occupation he shall hold himself ready and willing to perform work in any other suitable occupation or at any other job, or site, where his employer provides alternative work.
- (e) In cases where abnormal weather conditions interrupt work over a period, suitable arrangements appropriate to the circumstances of each case may be made by the employer by which an operative shall register or establish that he is available for work on each day.

## **C**

### **Grievance Procedure**

#### *Individual Cases*

1. An individual operative having an issue or grievance shall in the first instance raise it verbally with his immediate supervisor and every effort should be made to reach a settlement at this level.

Failing settlement the issue or grievance may then be taken up with the site or works manager, agent or general foreman, or other person designated by management for that purpose. At this stage the operative may be accompanied by his union representative. If the problem cannot be resolved it should be referred to the Joint Secretaries for conciliation.

#### *Collective Cases*

2. Where the issue or grievance affects a group of operatives they should refer the matter to their union representative who may proceed to take it up with the site manager, agent or general foreman,

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or other person designated by management for that purpose. Where the issue or grievance affects the members of more than one union the convenor steward shall deal with the matter in similar fashion.

*Further Steps—Disputes or Differences*

**3.** In either case where the issue or grievance arises between members of the Federation and the Union, and it cannot be resolved through the procedure laid down in paragraphs 1 and 2 above then it shall be the duty of the union representative to report the facts to the Operatives' Joint Secretary.

In the event that management and the full-time regional trade union officer are unable to resolve the difficulty it shall be the responsibility of both sides to progress the matter at National level. In the meantime there shall be no stoppage of work, restriction of hours worked, or reduction in output and the union representative shall see that this requirement is carried out. In all instances it shall be the responsibility of both the union and/or the convenor steward and of management to communicate decisions to the operatives concerned. In the case of management having an issue or grievance the matter should immediately be referred to the Joint Secretaries.

**10.** All stages of the foregoing procedure are available to all employees to whom the provisions of the Working Rule Agreement relate.

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**EXPLANATORY NOTE**

This Order excludes from the operation of section 22 of the Employment Protection Act 1975 employees to whom the Working Rule Agreement of the National Joint Council for the Steeplejack and Lightning Conductor Engineering Industry relates.

Copies of the Agreement are available for inspection between 10 a.m. and noon and between 2 p.m. and 5 p.m. on any week-day (except Saturdays) at the offices of the Department of Employment, 8 St James's Square, London SW1Y 4JB.