

## 1977 No. 1583

## TERMS AND CONDITIONS OF EMPLOYMENT

## The Guarantee Payments (Exemption) (No. 12) Order 1977

Made - - - - 26th September 1977

Coming into Operation 1st November 1977

Whereas the collective agreements listed in Schedule 1 to this Order make provision whereby employees to whom the said agreements relate, being employees in the Refractory Construction Industry, have a right to guaranteed remuneration:

And whereas the parties to the said collective agreements (whose descriptions are set out in Schedule 2 to this Order) all made application to the Secretary of State under section 28(1) of the Employment Protection Act 1975(a) ("the Act"):

And whereas the Secretary of State, having regard to the provisions of the agreements (which so far as are material are set out in Schedule 3 to this Order), is satisfied that section 22 of the Act should not apply to those employees:

And whereas the said agreements comply with 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. 12) Order 1977 and shall come into operation on 1st November 1977.

*Interpretation*

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

(2) The "exempted agreements" mean the collective agreements which are listed in Schedule 1 to this Order.

*Exemption*

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

Signed by order of the Secretary of State.  
26th September 1977.

Harold Walker,  
Minister of State,  
Department of Employment.

(a) 1975 c. 71.

(b) 1889 c. 63.

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SCHEDULE 1

## THE EXEMPTED AGREEMENTS

1. The Agreement between the Refractory Users Federation and the General and Municipal Workers' Union, the Transport and General Workers' Union and the Union of Construction, Allied Trades and Technicians (Builders Section) which applies to Labourers waiting upon Bricklayers and Masons when engaged upon the setting, re-setting and repair of carbonising and gas-making plant, boiler settings, chimneys and furnaces ("the Agreement applying to Labourers").

2. The Agreement between the Refractory Users Federation and the Union of Construction, Allied Trades and Technicians (Builders Section), which applies to the employment of Bricklayers and Masons on the setting, re-setting and repair of carbonising and gas-making plant, boiler settings, chimneys and furnaces ("the Agreement applying to Bricklayers and Masons").

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## SCHEDULE 2

## PARTIES TO THE EXEMPTED AGREEMENTS

## A. The Agreement applying to Labourers—

1. *Representing employers:*  
the Refractory Users Federation.
2. *Representing employees:*  
the General and Municipal Workers' Union,  
the Transport and General Workers' Union,  
the Union of Construction, Allied Trades and Technicians  
(Builders Section).

## B. The Agreement applying to Bricklayers and Masons—

1. *Representing employers:*  
the Refractory Users Federation.
2. *Representing employees:*  
the Union of Construction, Allied Trades and Technicians  
(Builders Section).

## SCHEDULE 3

MATERIAL PROVISIONS OF THE EXEMPTED AGREEMENTS  
(*the material provisions of the Agreements are identical*)Section 6—*Wage Structure*6.1.4. *Guaranteed Minimum Weekly Earnings*

An employee shall be guaranteed the following weekly earnings for the full normal working hours of each complete payweek of the period of employment, whether work is or is not provided by the employer and regardless of temporary stoppages through inclement weather or other causes beyond the control of the parties but subject to sub-clause 6.1.5. below: —

- (a) Standard Hourly Rate as in 6.1.1. above
- (b) Joint Board Supplement as in 6.1.2. above
- (c) Guaranteed Minimum Bonus as in 6.1.3. above.

## 6.1.5. This guarantee is subject to the following conditions: —

- (a) that throughout the normal working hours of the payweek the employee is available for work within the meaning of the following: —
  - (i) Unless otherwise specifically instructed by the employer or his representatives each employee shall present himself for work each weekday at the usual starting time of the job or site and shall there remain available for work throughout the normal working hours. Decisions as to when, during the 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 employees shall work at any particular time shall be made by the employer or his representative and shall be implicitly observed.
  - (ii) If, on the job or site, work is not available for an employee in his own occupation, he shall hold himself ready and willing to carry out reasonable alternative work at any other job or site where work is available.
  - (iii) 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 employees shall establish that they are available for the normal working hours of each day.
- (b) the guarantee does not apply to weeks of annual holiday under Section 12 of this Agreement.
- (c) the guarantee is reduced proportionately for any payweek in which: —
  - (i) the employee is engaged after the commencement of the payweek,
  - (ii) the employee's employment terminates before the end of the payweek,

- (iii) the employee is absent for part of the payweek due to certified sickness or injury, or
- (iv) the employee is absent for one or more days of public holiday under Section 13 of this Agreement.
- (d) that where on a job or in a shop collective action is taken by any employees employed under this Agreement, the employer shall at all times use his best endeavours to provide continuity of work for those employees who are not involved in the dispute and who remain available for work. *If, because of the industrial action taken, the employer cannot provide such continuity of work, the provisions of this Section relating to guaranteed minimum payments shall be suspended until normal working is restored.*

6.1.6. *Loss of Guarantee*

An employee who has not been available for work within the meaning of sub-clause 6.1.5. shall not be entitled to the weekly guarantee but shall be entitled only to payment of the appropriate proportion of his guaranteed minimum weekly earnings as defined in sub-clause 6.1.4. above.

6.1.7. *Temporary Lay-Off*

Where work is temporarily not provided by the employer and a payweek during which the employee actually works is followed by a complete payweek during which, although remaining available for work, he is prevented from performing actual work, he shall be paid for the payweek his guaranteed minimum weekly earnings as defined in Clause 6.1.4. above. Thereafter and while the temporary lay-off situation continues, he may be required by the employer to register as an unemployed person. When an employee who has been temporarily laid-off under this sub-clause is re-started his employment shall be deemed to have been continuous for the purposes of the Redundancy Payments Acts 1965 and 1969.

6.1.8. *Handling of Disputes*

A dispute concerning entitlement to guaranteed minimum weekly earnings may in the event of a failure to agree at Stage 3 of Procedure (Clause 22.4) be referred for the arbitration of one or more independent persons appointed by the Advisory, Conciliation and Arbitration Service for the purpose.

- 6.1.9. Other than the above the only additional payments which may be made will be those provided for in this Agreement.

Section 22—*Recognition and Conciliation*

22.2. *Stage 1*

Procedure for negotiating any complaint must in the first place be through and by the Card Steward with his immediate supervisor or such other representative as may be or have been appointed by the Employer. In the event of there being a failure to agree the complaint is to be referred to the General Foreman or Site Agent of the Employer. Facilities will be provided for the Card Steward to carry out these duties.

22.3. *Stage 2*

In the event of failure to agree between the parties to the dispute on site the dispute is to be referred for negotiation between the Regional Representative of the Trade Union and a Representative of the Employer concerned.

22.4. *Stage 3*

In the event of failure to agree locally, the matter in dispute is to be referred to a Disputes Panel comprising an equal number of representatives nominated by the Federation and by the Head Offices of the Trade Unions. The decision of such a Panel shall be binding on both parties.

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## EXPLANATORY NOTE

*(This Note is not part of the Order.)*

This Order excludes from the operation of section 22 of the Employment Protection Act 1975 employees to whom the Agreements between the Refractory Users Federation and the General and Municipal Workers' Union, the Transport and General Workers' Union and the Union of Construction, Allied Trades and Technicians (Builders Section) and between the Refractory Users Federation and the Union of Construction, Allied Trades and Technicians (Builders Section) relate.

Copies of the Agreements 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.

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