

1977 No. 157

TERMS AND CONDITIONS OF EMPLOYMENT
The Guarantee Payments (Exemption) (No. 2) Order 1977

Made - - - - - *2nd February 1977*

Coming into Operation *2nd February 1977*

Whereas the Working Rule Agreement for the Demolition and Dismantling Industry in England, Wales and Scotland 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(a) (“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. 2) Order 1977 and shall come into operation on 2nd February 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 agreement” means the Working Rule Agreement for the Demolition and Dismantling Industry.

Exemption

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

Signed by order of the Secretary of State.

2nd February 1977.

Harold Walker,
 Minister of State,
 Department of Employment.

SCHEDULE 1

PARTIES TO THE COLLECTIVE AGREEMENT

1. *Representing employers:*
the national Federation of Demolition Contractors Limited.
 2. *Representing employees:*
the General and Municipal Workers Union;
the Transport and General Workers Union;
the Union of Construction, Allied Trades and Technicians.
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SCHEDULE 2

MATERIAL PROVISIONS OF THE COLLECTIVE AGREEMENT

13. GUARANTEED WEEKLY WAGES—AVAILABILITY FOR WORK

(a) AVAILABILITY FOR WORK

“Available for work” means that:

(1) Unless otherwise specifically instructed by the employer or his representatives each operative shall present himself for work each weekday at the usual starting time of the shop, job or site and shall there remain available for work throughout normal working hours. Decision 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 employer or his representative and shall be implicitly observed.

(2) If in the shop or 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 demolition or dismantling industry occupation or at any other job, site or shop where work is available.

(3) 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 operatives shall register or establish that they are available for work on each day.

(b) GUARANTEED WEEKLY WAGE

(1) *General*

An operative shall be guaranteed payment of his guaranteed minimum weekly earnings comprising the current weekly standard basic rates of wages, guaranteed minimum attendance payment and D.I.C.B. supplement 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.

This guarantee is subject to the following conditions:

- (a) That throughout the normal working hours of the payweek the operative is available for work as defined above.
- (b) The guarantee does not apply to weeks of annual holiday or to the winter holiday.
- (c) The guarantee is reduced proportionately for any pay-week in which:
 - (i) the operative is engaged after the commencement of the payweek;
 - (ii) the operative's employment terminates before the end of the payweek;
 - (iii) the operative is absent for part of the payweek due to certified sickness or injury; or
 - (iv) the operative is absent for one or more days of winter, public or recognised holiday.

(d) That where on a job or in a shop collective action is taken by any operatives employed under 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. If, because of the industrial action taken, the employer cannot provide such continuity of work, the provisions of the rule relating to guaranteed time payments shall be suspended until normal working is restored.

(2) *Loss of guarantee*

An operative who has not been available for work within the meaning of the preceding paragraph 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 clause 13(b)(1) above for half the number of any hours during which, although available for work, he has been prevented from working by inclement weather or other cause beyond the control of the parties.

(3) *Temporary lay-off*

Where work is temporarily stopped or is not provided by the employer and a pay-week during which the operative 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 that payweek his guaranteed minimum weekly earnings as defined in clause 13(b)(1) above. 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, in which event the provisions of this Agreement relating to continuity of employment during temporary stoppage of work shall apply to him.

(4) *Disputes*

Disputes arising under this Rule shall, in the event of no decision by the Board, and in that event only, be referred by the Board to the Advisory, Conciliation and Arbitration Service for adjudication.

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 Working Rule Agreement for the Demolition and Dismantling Industry in England, Wales and Scotland 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.

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