

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”).

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

Guaranteed Minimum Weekly Earnings

6.1.4. An employee shall be guaranteed the following weekly earnings for the full normal working hours of each complete pay week 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

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- (b) Joint Board Supplement as in 6.1.2. above
- (c) Guaranteed Minimum Bonus as in 6.1.3. above.

This guarantee is subject to the following conditions

- (a) (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 established 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.*

Loss of Guarantee

6.1.6. 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.

Temporary Lay-Off

6.1.7. 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.

Handling of Disputes

6.1.8. A dispute concerning entitlement to guaranteed minimum weekly earnings may in the event of a failure to agree at State 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 with be those provided for in this Agreement.

Section 22—Recognition and Conciliation

Stage 1

22.2. Procedure for negotiating any complaint must in the first place be through and by the Card Steward with his immediate supervisor or such other representatives 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.

Stage 2

22.3. 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.

Stage 3

22.4. 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 Table Unions. The decision of such a Panel shall be binding on both parties.