

SCHEDULE 2

MATERIAL PROVISIONS OF THE COLLECTIVE AGREEMENT

GUARANTEED WEEK BENEFIT

Purpose of this Agreement

1. The purpose of this Agreement is to provide a measure of protection for employees against loss of earnings when no work is available or possible for a variety of reasons, and to specify the detailed conditions under which that protection will be available. Except where otherwise provided, the terms of the Guarantee Payments of Employment Protection Act 1975 shall apply.

Qualifications

2. Any hourly-rated employee will qualify for Guaranteed Week Benefit who:—
- (a) has a minimum of 4 weeks' continuous service with the same employer and
 - (b) is available for, capable of and willing to perform such work as is required, either in his own or in an alternative job,
 - (c) is not a temporary employee (i.e. a person with a fixed term contract of employment of 12 weeks or less).

Guaranteed Week Benefit

3. Weekly earnings are guaranteed, subject to the conditions laid down in this Agreement, at 100% of the figure obtained by multiplying the basic time rate per hour, and, where appropriate, the shift differential, by the number of hours of the contracted week. Where earnings calculated on this basis are not reached during any week in which the Guaranteed Week Benefit is payable, the amount of benefit shall be that required to make up the difference. Bonus, overtime premium and other plus payments shall not be included in either calculation.

Payment of Benefit

- (a) (a) When there is no work due to:—
 - (i) a fall-off in orders,
 - (ii) a shortage or restriction in raw materials or other vital services,
 - (iii) industrial action by any group of workers not covered by this Agreement,
 - (iv) industrial action by any group of workers in membership of Unions signatory to this Agreement but not working in the Industry;then benefit will be payable to an individual employee of up to a maximum of an amount equal to 160 hours at basic time rate plus, where appropriate, shift differential in a period of 52 weeks commencing on 1st September.
- (b) When there is no work due to industrial action within the plant or outside the plant but within the Industry by any group of workers covered by this Agreement, or in membership of Unions signatory to this Agreement, then benefit will not be payable.
- (c) Where circumstances arise outside the control of Management and employees of such a nature as to make payment under this Agreement impracticable, then benefit will not be payable.

5. Re-arrangement of Hours

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- (a) The Unions and their members will co-operate in the immediate re-arrangement of working hours where such re-arrangement would enable production to be maintained or increased up to the normal level. Where such co-operation is unreasonably withheld benefit will not be payable.
- (b)
 - (i) The pay arising from re-arranged hours shall be the basis for comparison in determining the amount, if any, of Benefit due for the week in which such re-arranged hours are worked, save that bonus, overtime premium and other plus payments shall be disregarded if and where paid during such re-arranged hours.
 - (ii) The normal overtime provisions shall apply where re-arranged hours are worked in respect of hours in excess of the normal number of contracted hours for the day or shift if a week-day or in respect of all hours normally qualifying for premium time at a week-end. Where appropriate shift differential will be paid.

Miscellaneous Provisions

(a) (a) *Holidays*

Where a holiday or holidays falls or fall in a contracted week during which Guaranteed Week Benefit would otherwise be payable, the contracted hours for that week shall be reduced by the number of hours normally worked on the day or days of such holiday

(b) *Absence*

Where an employee is absent from work on account of certified sickness, injury, disciplinary suspension or holiday during which Guaranteed Week Benefit would otherwise be payable, the contracted hours for that week shall be reduced by the number of hours involved.

Benefit for that part of the contracted week that the employee is available to work will be paid only if the reason for the absence is recognised as valid by the Management. In the absence of such a reason the employee will forfeit Benefit for that week.

(c) *Deductions*

Normal deductions as made from wages shall be made from the Guaranteed Week Benefit.

(d) *Sectional Application*

Guaranteed Week Benefit shall be payable only in those sections of a plant where work is not available or possible as designated by Management and work shall continue normally in those sections of any plant where work is available or possible. Benefit will be calculated and paid on an individual basis.

(e) *Future Legislation*

Payments made under this Agreement shall be offset against any payments required to be made under future legislation designed for the same or similar purpose as this Agreement.

7. Interpretation

Any dispute arising from this Agreement shall be dealt with under the Recognition and Procedure Agreements between the parties to this Agreement. Any employee may refer a complaint concerning guaranteed remuneration to which the employee is entitled under this Agreement to an industrial tribunal.

8. Duration

This Agreement will be effective from date of registration and may be terminated by either party on giving no less than six months notice in writing to the other party. Should this Agreement be terminated, the parties agree that the terms of Guarantee Payments as provided in sections 22 to 28 of the Employment Protection Act 1975 shall immediately apply.

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9. Legal Enforceability

This Agreement is made in good faith by both parties on behalf of the Association and the Unions as representatives of employers and work people concerned, with the full intention that they shall honour its provisions, but it is not intended to be legally enforced.