

1987 No. 1757

TERMS AND CONDITIONS OF EMPLOYMENT

**The Guarantee Payments (Exemption) (No. 23)
Order 1987**

Made - - - - - *5th October 1987*

Coming into force *12th November 1987*

Whereas the National Agreements for the Wire and Wire Rope Industries are collective agreements which make provision whereby employees to whom the said agreements relate have a right to guaranteed remuneration;

And whereas the parties to the said collective agreements (whose descriptions are set out in Schedule 1 to this Order) all made application to the Secretary of State under section 18 of the Employment Protection (Consolidation) Act 1978(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 2 to this Order) is satisfied that section 12 of the Act should not apply to those employees;

And whereas the said agreements comply with the provisions of section 18(4) of the Act;

Now, therefore, the Secretary of State in exercise of the powers conferred on him as the appropriate Minister under section 18(1) and 18(5) 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. 23) Order 1987 and shall come into force on 12th November 1987.

Interpretation

2. The "exempted agreements" mean the National Agreements for the Wire and Wire Rope Industries.

Exemption

3. Section 12 of the Act shall not apply to any person who is an employee to whom the exempted agreements relate.

4. The Guarantee Payments (Exemption) (No. 4) Order 1977(b) is revoked.

(a) 1978 c.44.

(b) S.I. 1977/208.

Signed by order of the Secretary of State.

Patrick Nicholls
Parliamentary Under Secretary of State,
Department of Employment

5th October 1987

SCHEDULE 1

PARTIES TO THE COLLECTIVE AGREEMENTS

1. *Representing Employers* the Wire and Wire Rope Employers' Association (formerly the British Steel Wire Industries Association and the Institute of Iron and Steel Wire Manufacturers).
2. *Representing Employees* the Wire Workers Union; the General Municipal Boilermakers and Allied Trades Union; the Transport and General Workers Union.

SCHEDULE 2

MATERIAL PROVISIONS OF THE EXEMPTED AGREEMENTS

A. GUARANTEED PAYMENT AGREEMENT

1. This Agreement supersedes the Guaranteed Payment Agreement dated 25th April 1985. Throughout this Agreement the expression "Minimum Datal Rate" includes any supplements payable under the Minimum Datal Rate Agreement currently in force.
2. It is agreed that in the event of short-time working or temporary lay off, each employee will be paid the J.I.C. minimum datal rate for each day up to a maximum of TEN days in any period of twenty-six consecutive weeks. The amount to be paid in respect of each day will be a fifth of the J.I.C. minimum datal rate per standard working week of thirty-nine hours.
3. The guarantee shall apply only provided that during the period of the guarantee, the employee has been continuously employed by the same employer for not less than FOUR weeks, is capable of, available for, and willing to perform according to his/or her capabilities, the work associated with his/or her usual occupation, or reasonable alternative work when his/or her normal work is not available. When he/or she undertakes such alternative employment within the company, payment shall be made at the rate applicable to that alternative employment or his/or her company datal rate, whichever is the greater.
4. The guarantee shall not apply
 - (a) at any plant or unit of plant
 - (i) when that plant or unit is laid idle through avoidable absenteeism or failure of any employee to take reasonable action to keep the plant in operation.
 - (ii) when by custom and practice, or by mutual agreement between the employer and employees, it is decided that a shift, or part shift at the commencement or resumption of holiday periods shall be an unpaid holiday.
 - (b) to any individual employee who has been summarily dismissed without notice or has been suspended for disciplinary reasons.
 - (c) to any employee who refuses to accept reasonable alternative employment when his/or her normal work is not available.
5. The guarantee shall be suspended automatically in the event of dislocation of work as a result of strike action or irregular action short of strike action within any company which is a party to the agreements of the J.I.C. for the wire and wire rope industries.

6. The guarantee shall be reduced in the case of a holiday recognised by agreement or custom and practice in respect of the standard working week in which the holiday takes place in the same proportion as the normal working days or shifts are reduced in that standard working week.

7. Any difference arising in relation to this agreement which cannot otherwise be resolved shall be reported to the Joint Secretaries of the Joint Industrial Council and will be dealt with under the J.I.C. procedure for settling differences and disputes or, if the claimant is not a member of a trade union party to this Agreement, it may be referred to an industrial tribunal.

8. This Agreement may be cancelled by either party giving three months' notice in writing.

B. AGREEMENT ON PROCEDURE FOR SETTLING DIFFERENCES AND DISPUTES

14. (i) In the event of any questions arising in relation to wages and/or working conditions which cannot be resolved by domestic procedure, the matter shall, in the first instance, be dealt with between the management of the employer and the area official(s) of the Trade Union(s) concerned.
Failing a settlement, status quo* shall apply until the following procedure has been exhausted.
- (ii) The parties to the dispute shall define the dispute and forward their written submissions as quickly as possible to the Joint Secretaries. Any problems of definition shall be referred to the Chairman of the Joint Industrial Council. Within 14 days of notification, the Joint Secretaries will notify to the parties the date of a meeting of a Dispute Panel.
- (iii) The Dispute Panel will comprise two representatives appointed by each of the Employer and Trade Union Panels of the Joint Industrial Council under the Chairmanship, in a non-voting capacity, of the Chairman of the Joint Industrial Council, or in his absence the Vice-Chairman.
- (iv) The decision of the Dispute Panel will be binding on both parties. In the event of a Dispute Panel being unable to reach a decision, the matter shall be referred to arbitration arranged through A.C.A.S., the decision of which shall be binding on both parties.
- (v) The parties to a dispute shall pay the expenses of their respective sides of any committee to which the Dispute is referred, and shall share equally any other expenses which arise from the reference.

**i.e., Work shall be continued on the terms and conditions of employment in force prior to the question being raised.

EXPLANATORY NOTE

(This note is not part of the Order)

This Order excludes from the operation of section 12 of the Employment Protection (Consolidation) Act 1978 employees to whom the National Agreements of the Wire and Wire Rope Industries relate. It supersedes the Guarantee Payments (Exemption) (No. 4) Order 1977 which is revoked by this Order. The present Order has been made to take account of the revised National Agreements the material provisions of which are set out in Schedule 2. These differ from the provisions in Schedule 2 to the previous Order in that the standard working week has been reduced to 39 hours and the procedure for settling disputes has been simplified. In addition paragraph 4(a)(ii) of Schedule 2 to the previous Order (dealing with short-time working) has been omitted.

Copies of the Agreements are available for inspection between 10 am and noon and 2 pm and 5 pm on any week-day (except Saturdays) at the offices of the Department of Employment, Caxton House, Tothill Street, London SW1H 9NF.