

1989 No. 2163

TERMS AND CONDITIONS OF EMPLOYMENT

**The Guarantee Payments (Exemption) (No. 26) Order
1989**

Made - - - - 17th November 1989

Coming into force 18th December 1989

Whereas the Lay Off and Short Time Working Scheme of Airflow Streamlines plc 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 18(1) of the Employment Protection (Consolidation) Act 1978(a) ("the Act");

And whereas the Secretary of State, having regard to the provisions of the collective agreement (which 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 collective agreement complies with 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) 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. 26) Order 1989 and shall come into force on 18th December 1989.

Interpretation

2. The "collective agreement" means the Lay Off and Short Time Working Scheme of Airflow Streamlines plc made between the parties, whose descriptions are set out in Schedule 1 to this Order, on the 1st day of September 1989, and amended on the 3rd day of November 1989.

Exemption

3. Section 12 of the Act shall not apply to any person who is an employee to whom the collective agreement relates.

Signed by order of the Secretary of State.

17th November 1989

Patrick Nicholls
Parliamentary Under Secretary of State,
Department of Employment

SCHEDULE 1

PARTIES TO THE COLLECTIVE AGREEMENT

1. *The employer:*
Airflow Streamlines plc.
2. *Representing employees:*
The Amalgamated Union of Engineering Workers.

SCHEDULE 2

MATERIAL PROVISIONS OF THE COLLECTIVE AGREEMENT

This scheme is agreed between Airflow Streamlines plc. here and after called the Company and the Amalgamated Union of Engineering Workers, here and after called the Union. The benefits mentioned will be reviewed annually by the first working day of February.

- (A) This Scheme applies to hourly paid manual workers who have completed four weeks continuous employment with the Company within the meaning of the Employment Protection (Consolidation) Act 1978.
 - (B) Income security benefit will be payable to employees subject to clause (A) above, employed on a basic 39 hour working week, or part time hours which total 16 hours or more per week. Employees who have been continuously employed for 5 years or more, working 8 hours or more per week but less than 16 hours per week, will also be entitled to income security benefit as will any other employee covered by (A).
 - (C) The income security benefit will be the employee's normal rate multiplied by their normal working hours per day up to a maximum of £20.12 per day.
1. **CONDITIONS FOR PAYMENT OF INCOME SECURITY BENEFIT**
 - (a) An employee is available for and willing to perform work either in his normal job, or when such is not available, must not unreasonably refuse any other suitable job allocated to him by the Company on a temporary basis.
 - (b) Benefit will only be paid in respect of a complete working shift lost. Benefit will not be paid in respect of a shift in which some work is provided, even if that work is provided outside normal working hours.
 - (c) Benefit will not be paid to employees who are laid off or on short time working due to a strike, lock-out, or other industrial action at the Company or an Associated Company.
 - (d) Benefits will not be paid to an employee under suspension from employment for disciplinary reasons or who is receiving annual or public holiday in respect of the shift concerned.
 - (e) Benefit will not be paid to employees who are in receipt of sickness benefit or who are incapable of performing their normal duties due to illness or accident.
 2. **PERIOD OF BENEFIT**

Income security benefit will be payable for a maximum of 10 days in the 180 days (26 week period) commencing 1st August and/or 1st February in each year.

3. INTERPRETATION

By virtue of a joint application made to the Secretary of State for Employment by both parties to this Agreement, the provisions of this Agreement are agreed to satisfy the requirements of section 12 of the Employment Protection (Consolidation) Act in respect of guaranteed payments. It is further agreed that if any dispute arises from this Agreement, it should be dealt with under the Procedure Agreement agreed between the parties. Any employee may refer a complaint concerning guaranteed remuneration to which the employee is entitled under this Agreement to an industrial tribunal.

Duration

This Agreement will be effective from the date of registration and may be terminated by either party on giving no less than 6 months notice, in writing, to the other party.

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 of this Agreement.

Where either or both parties gives notice to terminate this Agreement, they undertake immediately to notify the Department of Employment.

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 Lay Off and Short Time Working Scheme of Airflow Streamlines plc relates. The provisions of the collective agreement are set out in Schedule 2.

Copies of the Agreement 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.