STATUTORY INSTRUMENTS

1990 No. 2330

TERMS AND CONDITIONS OF EMPLOYMENT

The Guarantee Payments (Exemption) (No. 28) Order 1990

Made - - - -	*22nd November 1990*
Coming into force	*27th December 1990*

Whereas the agreement made between the parties described in Schedule 1 to this Order on 1st October 1990 is a collective agreement (" the collective agreement ");

And whereas the collective agreement makes provision whereby employees to whom that agreement relates have a right to guaranteed remuneration;

And whereas the parties to the collective agreement made application to the Secretary of State under section 18(1) of the Employment Protection (Consolidation) Act 1978(a) (" the Act ");

And whereas the collective agreement complies with section 18(4) of the Act;

And whereas the Secretary of State, having regard to the provisions of the collective agreement (which is set out in Schedule 2 to this Order), is satisfied that section 12 of the Act should not apply to those employees;

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. 28) Order 1990 and shall come into force on 27th December 1990.

Exemption

2. Section 12 of the Act shall not apply to any employee to whom the collective agreement relates.

Signed by order of the Secretary of State.

Eric Forth
Parliamentary Under Secretary of State,
Department of Employment

22nd November 1990

(a) 1978 c.44.

SCHEDULE 1

PARTIES TO THE COLLECTIVE AGREEMENT

1. The Employer:
   Bridon Ropes Limited.

2. Representing Employees:
   The Transport and General Workers Union.
   The General Municipal and Boilermakers Union.
   The Wire Workers Union.

SCHEDULE 2

GUARANTEE PAYMENTS

The scope of the agreement

1. This agreement covers employees who:
   1.1. are covered by the production and ancillary workers negotiating agreements,
   1.2. normally work 16 hours per week or more,
   1.3. normally work less than 16 hours per week, providing that they have been continuously employed (as defined in the Employment Protection (Consolidation) Act 1978) by their employer for at least eight hours a week for at least 5 years,
   1.4. have been continuously employed by Bridon Ropes Limited for not less than 4 weeks.

The guaranteed week

2. All such full-time employees shall be guaranteed employment for 5 days in each normal week (subject to the conditions described in paras 4 and 5 below); all such employees who normally work less than 39 hours per week shall be guaranteed employment for a reduced period commensurate with their normal working week. This period shall be referred to, in this agreement, as the guaranteed week.

3. In the event of work not being available for the whole, or part of the 5 days, full time employees covered by this agreement will be assured earnings, under the guaranteed week, equivalent to their basic rate, local supplements and production bonus for a standard week of 39 hours (subject to the conditions in para 5 below). The assured earnings of employees who normally work less than 39 hours per week will be reduced on a pro-rate basis.

Conditions of payment

4. Guarantee payments under the guaranteed week are subject to the following conditions:
   4.1. That the employees are, during the period of the guarantee, capable of, available for, and willing to perform satisfactorily the work associated with their usual occupation, or reasonable alternative work where their usual work is not available.
   4.2. In the event of dislocation of production within Bridon Ropes Limited or an associated employer (see note) as a result of an industrial dispute the guarantee shall be automatically suspended for the period of the dispute.
   4.3. In calculating the rate payable under the guaranteed week all overtime premiums shall be ignored.
   4.4. Local agreement may be reached to use holidays to delay the commencement of the guaranteed week arrangements.
   4.5. Payments made under the terms of this agreement can only be made in respect of a complete working day lost.

Short-time working arrangements

5. Where by agreement with the signatory unions, approved short time is worked as an alternative to redundancy the guaranteed week shall be reduced in the same proportion as the agreed reduction in the normal working week (subject to the conditions in paras 5.2.1.–5.2.2. below). These arrangements will apply where, due to such factors as a reduction in demand, an employer, as an alternative to discharging a number of his workers, spreads the available work over the existing labour force by means of a reduced working week. This shall be referred to in this agreement as the short-time working arrangements.

5.1. The short-time working arrangements are not to be regarded as covering a temporary cut in hours due to such eventualities as fire or a flood. Where short-time working has to be resorted to for reasons such as these the full guarantee would operate.

5.2. The short-time working arrangements will not limit or reduce in any way the right of an employee covered by this agreement to receive a guarantee payment from the employer:

5.2.1. at a rate per day which is not less than that which would have been payable had the statutory guarantee pay provisions applied (section 15(1) of the Employment Protection (Consolidation) Act 1978 refers);

5.2.2. for a number of days not less than that provided for under the statutory scheme, which is at present 5 days in any 3 month period.

Resolution of disputes over the application of the terms of this agreement

6. An employee may present a complaint to an industrial tribunal that the Company has failed to pay the whole or any part of a payment due under the terms of this agreement to which the employee is entitled.

Cancellation

7. This agreement may be terminated by either party on giving no less than 3 months notice, in writing, to the other party. In the event of a threat to the continuation of the Company, or a national emergency, the notice period will be reduced to one week.

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

7.2. On the day on which termination of the agreement by either or both parties takes effect, the statutory provisions relating to guarantee payments, contained in sections 12 to 17 of the Employment Protection (Consolidation) Act 1978 will once again apply.

Withdrawal from relevant parts of Wire and Wire Rope Industries Collective Agreements

8. With effect from 24 May 1990 Bridon Ropes Limited ceased to be a member of the Wire and Wire Rope Employers Association and therefore, with effect from that date, the parties to this agreement were no longer parties to those parts of the National Agreements for the Wire and Wire Rope Industries to which Schedule 2 to the Guarantee Payments (Exemption) (No. 23) Order 1987**(a)** relates.

NOTE

An associated employer is defined as per section 153(4) of the Employment Protection (Consolidation) Act 1978 as:

> any 2 employers are to be treated as associated if one is a company of which the other (directly or indirectly) has control, or if both are companies of which a third person (directly or indirectly) has control.

EXPLANATORY NOTE

(This note is not part of the Order)

This Order, which comes into force on 27th December 1990, excludes from the operation of section 12 of the Employment Protection (Consolidation) Act 1978 employees to whom the collective agreement made between the parties described in Schedule 1 to the Order relates. The Order is necessary because with effect from 24th May 1990 Bridon Ropes Limited ceased to be a member of the Wire and Wire Rope Employers Association with the consequences set out at paragraph 8 of the collective agreement.

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

(a) S.I. 1987/1757.