STATUTORY INSTRUMENTS

1977 No. 208

TERMS AND CONDITIONS OF EMPLOYMENT

The Guarantee Payments (Exemption) (No. 4) Order 1977

Made - - - -	10*th February* 1977
Coming into Operation	14*th February* 1977

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 28(1) of the Employment Protection Act 1975(**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 22 of the Act should not apply to those employees:

And whereas the said agreements comply with the provisions of section 28(4) of the Act:

Now, therefore, the Secretary of State in exercise of the powers conferred on him as the appropriate Minister under section 28(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. 4) Order 1977 and shall come into operation on 14th February 1977.

Interpretation

2.—(1) The Interpretation Act 1889(**b**) shall apply to the interpretation of this Order as it applies to the interpretation of an Act of Parliament.

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

Exemption

3. Section 22 of the Act shall not apply to any person who is an employee to whom the exempted agreements relate.

Signed by order of the Secretary of State.

Harold Walker,
Minister of State,
Department of Employment.

10th February 1977.

(**a**) 1975 c. 71. (**b**) 1889 c. 63.

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 Amalgamated Society of Wire Drawers and Kindred Workers;
the National Union of General and Municipal Workers;
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 27th October 1976 and will come into effect on 1st February 1977. 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 forty 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 short time working is introduced by agreement as an alternative to redundancy.
      (iii) 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. A meeting of management of the employer and the area official(s) concerned together with the Joint Secretaries shall define the difference and attempt to resolve the difference.

(ii) In the event of failure to resolve the difference, the Joint Secretaries shall, within 14 days, convene a meeting of a Dispute Committee comprising representatives appointed by the Employer and Trade Union Panels of the Joint Industrial Council at which the management of the employer and the area official(s) of the Trade Union(s) shall be required to attend. The Dispute Committee shall consider the evidence relating to the dispute as defined by the Joint Secretaries and shall offer a basis of settlement to both sides.

(iii) In the event of the basis of settlement offered by the Dispute Committee proving unacceptable, the parties to the dispute and the Dispute Committee shall agree whether to refer the dispute to the Joint Industrial Council, or to the Department of Employment for conciliation, or to an Arbitrator. If it is not possible for the parties to agree on which course of action to take, the Dispute Committee shall decide.

(iv) In the event of the dispute being referred to the Joint Industrial Council, the Joint Secretaries, in consultation with the Chairman and Vice-Chairman of the Council, shall, within 10 days, convene a meeting of the Council at which the representatives of the Employer

and Trade Union Panels appointed under clause (14) (ii) shall be invited to attend. For the purpose of any such meeting of the Council, the provisions of paragraph 8 relating to 14 days' notice of a meeting of the Council shall not apply. If the Joint Industrial Council is unable to effect a settlement, the parties to the dispute and the Council shall agree whether to refer the dispute to the Department of Employment for conciliation or to an Arbitrator. If it is not possible for the parties to agree on which course of action to take the Joint Industrial Council shall decide.

(v) In the event of the Department of Employment failing to settle a dispute by conciliation, the dispute shall be referred to Arbitration.

(vi) In the event of a dispute being referred to Arbitration, a single Arbitrator (or, if need be, a panel of Arbitrators) shall be agreed between the parties from names submitted to them by the Joint Secretaries. If the parties to the dispute cannot agree on the Arbitrator(s), the Chairman, Vice-Chairman and Joint Secretaries of the Joint Industrial Council shall appoint an Arbitrator. The decision of the Arbitrator(s) shall be binding on both sides.

(vii) 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.

EXPLANATORY NOTE

(This Note is not part of the Order.)

This Order excludes from the operation of section 22 of the Employment Protection Act 1975 employees to whom the National Agreements for the Wire and Wire Rope Industries relate.

Copies of the Agreements are available for inspection between 10 a.m. and noon and between 2 p.m. and 5 p.m. on any week-day (except Saturdays) at the offices of the Department of Employment, 8 St James's Square, London SW1Y 4JB.

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