

1977 No. 1158

TERMS AND CONDITIONS OF EMPLOYMENT

The Guarantee Payments (Exemption) (No. 7) Order 1977

Made - - - - 12th July 1977

Coming into Operation 15th August 1977

Whereas the collective agreements listed in Schedule 1 to this Order make provision whereby employees to whom the said agreements relate, being employees in the papermaking and boardmaking industry in the United Kingdom, have a right to guaranteed remuneration:

And whereas the parties to the said collective agreements (whose descriptions are set out in Schedule 2 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 3 to this Order), is satisfied that section 22 of the Act should not apply to those employees:

And whereas the said agreements comply with 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. 7) Order 1977 and shall come into operation on 15th August 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 collective agreements which are listed in Schedule 1 to this Order.

Exemption

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

Signed by order of the Secretary of State.

12th July 1977.

Harold Walker,

Minister of State,

Department of Employment.

SCHEDULE 1**THE COLLECTIVE AGREEMENTS**

1. The National Agreements for Process and General Workers in the Papermaking and Boardmaking Industry in the United Kingdom.
 2. The National Agreements covering Skilled Craftsmen on maintenance in the Papermaking and Boardmaking Industry in the United Kingdom (other than four-shift workers).
 3. The National Agreements covering Skilled Craftsmen on maintenance (who are four-shift workers) in the Papermaking and Boardmaking Industry in the United Kingdom.
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SCHEDULE 2**PARTIES TO THE COLLECTIVE AGREEMENTS**

- A. The Agreements relating to Process and General Workers
 1. *Representing employers:*
the British Paper and Board Industry Federation.
 2. *Representing employees:*
the Society of Graphical and Allied Trades,
the Transport and General Workers' Union,
the General and Municipal Workers' Union.
- B. The Agreements relating to Skilled Craftsmen
 1. *Representing employers:*
the British Paper and Board Industry Federation.
 2. *Representing employees:*
the Amalgamated Union of Engineering Workers (Engineering Section),
the Electrical, Electronic, Telecommunications and Plumbing Union,
the Transport and General Workers' Union (Power and Engineering Group),
the Association of Patternmakers and Allied Craftsmen,
the Union of Construction, Allied Trades and Technicians.

SCHEDULE 3

MATERIAL PROVISIONS OF THE EXEMPTED AGREEMENTS

A. THE NATIONAL AGREEMENTS FOR PROCESS AND GENERAL WORKERS

PROTECTION AGAINST LAY-OFF AND SHORT-TIME WORKING

Purpose

1. It is a policy of the Industry to maintain to the best of its ability stable employment for all its employees and in circumstances where it is not possible to avoid short-time working due to shortage of orders, to provide a measure of protection against a sudden substantial drop in earnings.

Scope

2. This Agreement applies to all employees covered by the National Agreement who have been continuously employed by the Mill for not less than four weeks.

Notice of Lay-off

3. If circumstances arise where it is not possible to avoid short-time working, employees will be given at least one week's warning where they are likely to be "stood off" for more than one shift in any pay week. Warning under this Clause shall be by notice on the Mill Notice Board. It shall specify the time for which it is to remain in force. It may be given in respect of the whole Mill or in respect of a department or departments of the Mill.

Benefits

4. (a) Subject to the conditions set out in this Agreement employees shall be paid at 100 per cent. of their mill basic rate for each shift or day of lay-off.

(b) To arrive at the payment due for any shift or day (or part shift or part day) of lay-off the above percentage is applied to the plain-time hourly rate of wage of the employee concerned and multiplied by the number of contractual hours he would normally have worked on the shift (or part shift) in question in accordance with his shift rota.

(c) In the case of the employees on an upstanding wage an hourly rate will, for the purpose of this Agreement, be calculated by dividing the weekly upstanding wage by the number of paid hours on which it is based.

(d) Payments made under this Agreement will be subject to the normal deductions.

Conditions

5. The benefits provided under Clauses 3 and 4 above are subject to the following conditions:—

(a) That the employees are capable of, available for, and willing to perform satisfactorily, either their usual work or alternative work required by Management where their usual work is not available. Such alternative work may be required to be performed in any department or in connection with any process within the establishment.

- (b) In the event of a dislocation of production or distribution as a result of industrial action, official or unofficial, in the company or associated company, the guarantee shall be automatically suspended in respect of workpeople affected. This will include workpeople laid off although they may not be participating in the industrial action causing the dislocation of production.
- (c) In the event of dislocation of production or distribution occasioned through industrial action by workers outside the company or associated company and affecting supplies of raw material, fuel or power, despatch / deliveries of goods from or to the establishment, or caused through circumstances outside the control of the Company, every effort would be made to maintain continuity of production and the guarantee. In this regard the Unions will use every endeavour to ensure that their members will co-operate with the Management in any re-arrangement of working hours, etc. in order to secure the maximum production possible in the circumstances prevailing. If, however, continuing production was impractical then the guarantee would operate.
- (d) In those situations where it becomes necessary to lay off only certain sections of a mill, the benefits under this Agreement will apply on condition that normal working continues in those sections unaffected by the lay-off.
- (e) Any make-up under Clauses 3 and 4 required through short-time working shall be limited for full time workers to a maximum total sum of 40 times the individual employee's hourly basic rate within each three month period as follows: —
- | | |
|--------------|----------------|
| 1st February | — 30th April |
| 1st May | — 31st July |
| 1st August | — 31st October |
| 1st November | — 31st January |
- The £6 supplement payable under the National Agreement dated 11th December 1975 and the 5 per cent. addition payable under the National Agreement dated 14th December 1976 are additional to the maximum total sum mentioned above.
- In relation to part time workers any make up under this Agreement shall be limited to a maximum total sum calculated *pro rata* contractual hours of the part time worker to 40, e.g. if contracted to work 30 hours the limit will be 30 times the rate per three month period.
- (f) Holidays, rest days and days of absence through sickness do not rank for benefit under this Agreement.
- (g) Where an employee has been suspended without pay for disciplinary reasons or has been absent without leave, the shifts or days in question do not rank for benefit under this Agreement.

General

6. Any employee who considers he has not received a payment to which he is entitled under this Agreement should in the first instance raise the matter under the normal mill grievance procedure. However, if it is not satisfactorily resolved he may seek a mill conference under normal procedure.

An employee continues to have the right to present a complaint direct to an industrial tribunal.

B. THE NATIONAL AGREEMENTS COVERING SKILLED CRAFTSMEN WHO ARE FOUR-SHIFT WORKERS AND THOSE OTHER THAN FOUR-SHIFT WORKERS(a).

PROTECTION AGAINST LAY-OFF AND SHORT-TIME WORKING

Purpose

33. It is a policy of the Industry to maintain to the best of its ability stable employment for all its employees and in circumstances where it is not possible to avoid short-time working due to shortage of orders, to provide a measure of protection against a sudden substantial drop in earnings.

Scope

34. These provisions apply to all permanent full-time workers covered by National Agreement who have been continuously employed by a mill for not less than four weeks.

Notice of Lay-off

35. If circumstances arise where it is not possible to avoid short-time working, employees will be given at least one week's warning where they are likely to be "stood off" for more than one shift in any pay week. Warning under this Clause shall be by notice on the Mill Notice Board. It shall specify the time for which it is to remain in force. It may be given in respect of the whole Mill or in respect of a department or departments of the Mill.

Benefits

36. Subject to the conditions set out in this Agreement employees shall be paid at 100 per cent. of their mill basic rate for each shift or day of lay-off.

37. To arrive at the payment due for any shift or day (or part shift or part day) of lay-off the above percentage is applied to the plain-time hourly rate of wage of the employee concerned and multiplied by the number of contractual hours he would normally have worked on the shift (or part shift) in question, in accordance with his shift rota.

38. In the case of the employees on an upstanding wage an hourly rate will, for the purpose of this Agreement, be calculated by dividing the weekly upstanding wage by the number of paid hours on which it is based.

39. Payments made under this Agreement will be subject to the normal deductions.

(a) The material provisions of these agreements are identical.

Conditions

40. The benefits provided under Clauses 35 and 36 above are subject to the following conditions:

- (a) That the employees are capable of, available for, and willing to perform satisfactorily, either their usual work or alternative work required by Management where their usual work is not available. Such alternative work may be required to be performed in any department or in connection with any process within the establishment.
- (b) In the event of a dislocation of production or distribution as a result of industrial action, official or unofficial, in the company or associated company the guarantee shall be automatically suspended in respect of workpeople affected. This will include workpeople laid off although they may not be participating in the industrial action causing the dislocation of production.
- (c) In the event of dislocation of production or distribution occasioned through industrial action by workers outside the company or associated company and affecting supplies of raw material, fuel or power, despatch/deliveries of goods from or to the establishment, or caused through circumstances outside the control of the Company, every effort would be made to maintain continuity of production and the guarantee. In this regard the Unions will use every endeavour to ensure that their members will co-operate with the Management in any re-arrangement of working hours, etc. in order to secure maximum production possible in the circumstances prevailing. If, however, continuing production was impractical then the guarantee would operate.
- (d) In those situations where it becomes necessary to lay-off only certain sections of a mill, the benefits under this Agreement will apply on condition that normal working continues in those sections unaffected by the lay-off.
- (e) Any make-up under Clauses 35 and 36 required through short-time working shall be limited to a maximum total sum of 40 times the individual employee's hourly basic rate within each three month period as follows:
 - 1st February — 30th April
 - 1st May — 31st July
 - 1st August — 31st October
 - 1st November — 31st January

The £6 supplement payable under the National Agreement dated 16th January 1976 and the 5 per cent. addition payable under this Agreement are additional to the maximum total sum mentioned above.

- (f) Holidays, rest days and days of absence through sickness do not rank for benefit under this Agreement.
- (g) Where an employee has been suspended without pay for disciplinary reasons or has been absent without leave, the shifts or days in question do not rank for benefit under this Agreement.

General

41. Any employee who considers he has not received a payment to which he is entitled under this Agreement should raise the matter under the normal provisions for avoiding disputes. The employee may, however, in any case present a complaint to an industrial tribunal that his employer has failed to pay the whole or any part of any guaranteed remuneration to which the employee is entitled under this Agreement.

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 in the papermaking and boardmaking industry in the United Kingdom to whom the National Agreements for Process and General Workers or the National Agreements covering Skilled Craftsmen 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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