
STATUTORY INSTRUMENTS

1977 No. 1523

TERMS AND CONDITIONS OF EMPLOYMENT

The Guarantee Payments (Exemption) (No. 11) Order 1977

Made - - - - 12th September 1977

Coming into Operation 21st October 1977

Whereas the Agreement between Henry Wiggin and Company Limited and the General and Municipal Workers' Union dated 30th October 1976, and modified on 4th July 1977, 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 28(1) of the Employment Protection Act 1975 ("the Act"):

And whereas the Secretary of State, having regard to the provisions of the agreement (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 agreement complies 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. 11) Order 1977 and shall come into operation on 21st October 1977.

Interpretation

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

(2) The "exempted agreement" means the Agreement between Henry Wiggin and Company Limited and the General and Municipal Workers' Union dated 30th October 1976 and modified on 4th July 1977.

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Exemption

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

Signed by order of the Secretary of State.

12th September 1977

Harold Walker
Minister of State
Department of Employment

SCHEDULE 1

PARTIES TO THE EXEMPTED AGREEMENT

Employers

1. Henry Wiggin and Company Limited.

Representing employees

2. the General and Municipal Workers' Union.

SCHEDULE 2

MATERIAL PROVISIONS OF THE EXEMPTED AGREEMENT

A

GUARANTEED REMUNERATION

8.9. The Company does not guarantee to schedule an employee any particular number of hours in a day or hours in a work week. If, however, the Company does not schedule an employee available for work for at least 40 hours in a work week it shall, subject to Article 8.10, pay him for that work week an amount no less than 40 times the Basic Rate for the job to which he was last regularly assigned.

8.10. The number 40 in the last place where it appears in Article 8.9 shall be reduced:

- (a) by eight on account of each day of additional holiday falling in the work week or each day of annual holiday or job security reserve scheduled in the work week;
- (b) by the number of hours in the employee's regularly scheduled work week during which the employee is not scheduled because of leave of absence (including sickness or lateness) or suspension or which the Company, with the object of avoiding redundancy among any of the employees, does not schedule because of lack of work;
- (c) by the number of hours that the employee is not scheduled for hours in his regularly scheduled work week because of a trade dispute which the Company or any of its affiliates in the U.K. is party to;
- (d) by the number of hours in excess of 40 that in any calendar year the employee is not scheduled for hours in his regularly scheduled work week because of any other kind of trade dispute;
- (e) by the number of hours that the employee is not scheduled for hours in his regularly scheduled work week due, wholly or partly, to lack of work arising directly or indirectly out of the refusal of another employee to perform any work he is temporarily assigned to do.

8.11. In determining whether in any work week the employee has been paid at least the minimum guaranteed by Article 8.9, additional holiday pay under Article 10.6 and premiums under Articles 9.3, 9.4, 9.5, 9.9, 9.11 and 9.12 shall not be counted.

- (a) (a) Each employee shall at the date of this Agreement be credited with thirty days of job security reserve. On each anniversary of this Agreement such number of days of job security shall be credited to each employee as will bring the total number standing to his credit to thirty.

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- (b) For the purposes of this Article an employee first employed after the date of this Agreement but before the first anniversary of that date shall be taken to have been employed at the date of this Agreement; an employee first employed between anniversaries of this Agreement shall be taken to have been employed upon the earlier anniversary.
- (c) Such days of job security reserve shall be scheduled in accordance with the following provisions of this Article.

15.2. Subject as herein provided, if the Company does not schedule an employee available for work on any day in his regular schedule because of lack of work it shall schedule for such day any day of job security reserve standing to his credit and such day of job security reserve shall be in lieu of any payment for the day which would otherwise be payable pursuant to Article 8.9.

Provided that:

- (a) Where an employee is not so scheduled in circumstances where Article 8.10(d) applies the Company shall not schedule any day of job security reserve in his respect until he no longer qualifies for payment in accordance with Article 8.
- (b) Where an employee is not so scheduled in circumstances where Article 8.10(e) applies the Company shall not schedule any day of job security reserve in his respect.

15.3. If the contract of employment of an employee is terminated and he has at that time any day or days of job security reserve standing to his credit no payment or other obligation will be due in respect of such day or days.

15.4. Pay for a day of job security reserve taken in accordance with this Article shall be equal to pay for 8 hours at the Basic Rate for the job to which the employee was regularly assigned immediately before such day is taken;

provided that in the case of an employee with at least 15 years' continuous service with the Company at the time a day of job security reserve is taken pay therefor shall be equal to pay for 8 hours at the Performance Rate for the job to which the employee was regularly assigned immediately before such day is taken.

B

DISPUTES

(A modification to the Agreement set out in an understanding dated 4th July 1977)

The understanding is that an employee shall be free to present to an industrial tribunal his complaint that the Company has breached Articles 8.9, 8.10 and 15 of the Agreement. Once an employee has so presented a complaint, no claim in respect of that breach may be raised under the Claims Procedure and any claim which has previously been raised shall be treated as withdrawn.

EXPLANATORY NOTE

This Order excludes from the operation of section 22 of the Employment Protection Act 1975 employees to whom the Agreement between Henry Wiggin and Company Limited and the General and Municipal Workers' Union dated 30th October 1976, and modified on 4th July 1977, relates.

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Copies of the Agreement 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.