1978 No. 429

TERMS AND CONDITIONS OF EMPLOYMENT

The Guarantee Payments (Exemption) (No. 16) Order 1978

Made - - - -	14*th March* 1978
Coming into Operation	19*th April* 1978

Whereas the Agreement between Henry Wiggin and Company Limited and the Electrical, Electronic and Telecommunications Union-Plumbing Trades Union dated 3rd November 1977 (the "first agreement") and the Agreement between Henry Wiggin and Company Limited and the Amalgamated Union of Engineering Workers dated 14th November 1977 (the "second agreement") 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 each 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 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. 16) Order 1978 and shall come into operation on 19th April 1978.

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" are the agreements referred to in the preamble above.

(**a**) 1975 c. 71.

(**b**) 1889 c. 63.

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.
14th March 1978.

Harold Walker,
Minister of State,
Department of Employment.

SCHEDULE 1

Parties to the Exempted Agreements

A. The First Agreement—

1. *Employers:*
   Henry Wiggin and Company Limited.
2. *Representing employees:*
   the Electrical, Electronic and Telecommunications Union-Plumbing Trades Union.

B. The Second Agreement—

1. *Employers:*
   Henry Wiggin and Company Limited.
2. *Representing employees:*
   the Amalgamated Union of Engineering Workers.

SCHEDULE 2

Material Provisions of the Exempted Agreements

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.

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.

B. Job Security

15.1 (*a*) Each employee shall at the date of this Agreement be credited with thirty days of job security reserve.

(*b*) For the purposes of this Article an employee first employed after the date of this Agrement shall be taken to have been employed at the date of this Agreement.

(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 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.

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 therefore 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.

15.5 Any employee may present to an Industrial Tribunal a complaint that the Company is in breach of Article 8.9, 8.10 or 15. No complaint which

has been presented to an Industrial Tribunal may be raised as a claim under Article 11 and any such complaint already raised as a claim under Article 11 shall be treated as withdrawn.

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 following Agreements relate—

(i) the Agreement between Henry Wiggin and Company Limited and the Electrical, Electronic and Telecommunications Union-Plumbing Trades Union, dated 3rd November 1977; and

(ii) the Agreement between Henry Wiggin and Company Limited and the Amalgamated Union of Engineering Workers, dated 14th November 1977.

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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