# 1969 No. 207

# TERMS AND CONDITIONS OF EMPLOYMENT

## The Redundancy Payments (Exemption) (No. 1) Order 1969

*Made* - - - 20*th February* 1969
*Coming into Operation* 10*th March* 1969

WHEREAS the parties to the agreement dated 22nd November 1968 set out in the Schedule to this Order made application to the Secretary of State pursuant to section 11(1) of the Redundancy Payments Act 1965(a) (hereafter referred to as "the Act") on the 4th December 1968:

AND whereas the agreement is between the following parties:—

(*a*) Centrax Ltd.
(*b*) Centrax Gears Ltd.
(*c*) Centrax-Misco Ltd.
(*d*) Heathfield Engineering Ltd.; and
(*e*) The Amalgamated Union of Engineering and Foundry Workers;
(*f*) The Electrical, Electronic and Telecommunications Union—Plumbing Trades Union;
(*g*) The Transport and General Workers' Union;
(*h*) The Clerical and Administrative Workers' Union;
(*i*) The Draughtsmen's and Allied Technicians' Association.

AND whereas the parties to the agreement are employers and trade unions representing employees:

AND whereas under the said agreement employees of the employers who are party to the agreement have a right in certain circumstances to payments on the termination of their contracts of employment:
AND whereas, in pursuance of section 11(1) and (2) of the Act the Secretary of State, having regard to the provisions of the agreement, is satisfied that section 1 of the Act should not apply to the said employees:
NOW, therefore, the Secretary of State in exercise of her powers under section 11(1) of the Act and of all other powers enabling her in that behalf, hereby makes the following Order:—

*Citation and commencement*

**1.** This Order may be cited as the Redundancy Payments (Exemption) (No. 1) Order 1969 and shall come into operation on 10th March 1969.

*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.

(a) 1965 c. 62. (b) 1889 c. 63.

(2) In this Order, unless the context otherwise requires, the following expressions have the meanings hereby assigned to them respectively, that is to say—

"the Act" means the Redundancy Payments Act 1965 ;

"employee" has the same meaning as in section 25(1) of the Act and cognate expressions shall be construed accordingly ;

"Member of Centrax Group" means any one of the following:—

(*a*) Centrax Ltd.

(*b*) Centrax Gears Ltd.

(*c*) Centrax-Misco Ltd.

(*e*) Heathfield Engineering Ltd.

"The exempted agreement" means the agreement set out in the Schedule hereto.

*Exemption of Centrax Group employees*

**3.** Section 1 of the Act shall not apply to any person in respect of his employment with a member of Centrax Group being an employment to which the exempted agreement applies.

Signed by order of the Secretary of State.
20th February 1969.

*K. Barnes,*
Deputy Under Secretary of State.
Department of Employment and Productivity.

Article 3

## SCHEDULE

### AGREEMENT

This Agreement is made the Twenty-Second day of November one thousand nine hundred and sixty eight between Centrax Limited of the first part AND Centrax Gears Limited of the second part AND Centrax-Misco Limited of the third part AND Heathfield Engineering Limited of the fourth part, all of which Companies Registered Offices are situate at 18 Harcourt House, 19 Cavendish Square in the City of Westminster (the parties of the first, second, third and fourth parts being herein collectively referred to as "the Centrax Group of Companies") AND the Amalgamated Union of Engineering and Foundry Workers whose Head Office is situate at 110 Peckham Road, London, S.E.1. of the fifth part AND Electrical, Electronic and Telecommunications Union—Plumbing Trades Union whose Head Office is situate at Hayes Court, West Common Road, Hayes, Bromley in the County of Kent of the sixth part AND the Transport and General Workers' Union whose Head Office is situate at Transport House, Smith Square, London, S.W.1. of the seventh part AND the Clerical and Administrative Workers' Union whose Head Office is situate at 22 Worple Road, Wimbledon, London, S.W.19 of the eighth part AND the Draughtsmen's and Allied Technicians' Association whose Head Office is situate at Onslow Hall, Little Green, Richmond, Surrey of the ninth part (the parties of the fifth, sixth, seventh, eighth and ninth parts being herein collectively referred to as "the Unions").

WHEREAS it is the intention of the Centrax Group of Companies and the Unions that should redundancy within the Centrax Group of Companies occur at any time the Centrax Group of Companies will use its best endeavours to obviate or to reduce as much as possible the need to dismiss employees for reasons of redundancy by transferring affected employees to suitable alternative work within other Companies of the Centrax Group of Companies.

AND WHEREAS it is the policy of the Centrax Group of Companies that if an employee voluntarily wishes to transfer to another Company within the Centrax Group of Companies and it is to the mutual advantage of the employer and the employee that he do so then the employer will agree to such a transfer.

AND WHEREAS the corporate structure of the Centrax Group of Companies is such that those Companies do not fall within the definition of "Associated Companies" as defined in Section 48 of the Redundancy Payments Act 1965 so that there is legal doubt whether an employee transferred between any Companies of the Centrax Group of Companies maintains continuity of employment for the purposes of the Contracts of Employment Act 1963 and the Redundancy Payments Act 1965.

AND WHEREAS it is the intention of both the Centrax Group of Companies and the Unions that any employee transferred within the Centrax Group of Companies for any reason should for all purposes (particularly including eventual redundancy payments in the case of actual dismissal for redundancy in the future) maintain his continuity of employment and seniority of service whilst employed by any Company in the Centrax Group of Companies.

NOW in order to secure the continuity of employment of Centrax employees transferred within the Centrax Group of Companies, the Centrax Group of Companies and the Unions all mutually agree with each other as follows:—

1. The Centrax Group of Companies and the Unions all hereby agree that an application shall be made to the First Secretary of State being the Minister now responsible for the administration of the Redundancy Payments Act 1965 that the First Secretary of State make an exemption order under Section 11 of the Redundancy Payments Act 1965 in respect of this Agreement.

2. The Centrax Group of Companies and the Unions agree that employees of the Centrax Group of Companies shall have a right to payments on the termination of their Contract of Employment for reasons of redundancy on terms and provisions which are not less favourable than those laid down in the Redundancy Payments Act 1965 or any Statutory re-enactment or amendment thereof and for the purposes of this Agreement although the Centrax Group of Companies are not "Associated Companies" as defined in Section 48 of the Redundancy Payments Act 1965 continuity of employment shall not be broken where an employee is during his employment with any of the Centrax Group of Companies transferred from one Company in that Group to another for any reason and re-engagement by any Company in the Centrax Group of Companies or an offer of employment made by any Company within the Centrax Group of Companies shall be treated as if the re-engagement or offer was made by an Associated Company as defined in Section 48 of the Redundancy Payments Act 1965.

3. The Centrax Group of Companies and the Unions hereby indicate their willingness to submit to such a tribunal as is referred to in Section 9 of the Redundancy Payments Act 1965 any question arising under the Agreement as to the right of an employee to a payment on the termination of his employment, or as to the amount of such a payment as if the payment were a redundancy payment and the question arose under Part I of the Redundancy Payments Act 1965.

4. In order that all employees of the Centrax Group of Companies shall enjoy the advantages of this Agreement it is the intention of the Centrax Group of Companies with which the Unions agree that this Agreement shall form part of the Contract of Employment of each individual employee of the Centrax Group of Companies whether paid on an hourly, weekly, monthly or any other basis and this Agreement will be incorporated into each individual Contract of Employment either specifically or by setting out this Agreement in a Handbook which the individual Contracts of Employment will incorporate by reference.

5. In the event of a change in the controlling interest of one of the Companies of the Centrax Group of Companies as a result of a transfer of shares such Company shall be entitled to notify the Unions in writing within six months of the dates such shares were transferred of its wish to terminate this Agreement. Such notice shall specify the date on which the shareholdings were transferred and shall also specify the date not more than thirty clear days after the date of the notice when this Agreement shall be deemed to be terminated as far as that Company is concerned. This termination shall not affect the continuation of the Agreement between the other Companies of the Centrax Group of Companies and the Unions.

6. Should this Agreement at any time be completely terminated for any reason whatsoever or only terminated in respect of a Company of the Centrax Group of Companies under the provisions of Clause 5 the previous service with any Company of the Centrax Group of Companies up to the date of such termination of employees of the Centrax Group of Companies in the case of complete termination or of employees of the Company in question in the case of termination under Clause 5 shall not be affected.

7. This Agreement shall commence on the date of the coming into operation of the Exemption Order under Section 11 of the Redundancy Payments Act 1965 for which application is to be made to the First Secretary of State as mentioned in Clause 1.

AS WITNESS the hand of William Charles Purvis, Deputy Managing Director, duly authorised to sign on behalf of Centrax Limited and the hand of Wilfred Bailey, Managing Director, duly authorised to sign on behalf of Centrax Gears Limited and the hand of William Charles Purvis, Company Director, duly authorised to sign on behalf of Centrax-Misco Limited, and the hand of Richard Henry Howard Barr, Company Chairman, duly authorised to sign on behalf of Heathfield Engineering Limited, and the hand of Leslie Charles Jones, duly authorised to sign on behalf of the Amalgamated Union of Engineering and Foundry Workers, and the hand of Keith Charles Knight, duly authorised to sign on behalf of Electrical, Electronic and Telecommunications Union—Plumbing Trades Union and the hand of James Pedley, duly authorised to sign on behalf of Transport and General Workers' Union, and the hand of Charles Gerard Boon, duly authorised to sign on behalf of the Clerical and Administrative Workers' Union, and the hand of Frederick Ticehurst, duly authorised to sign on behalf of the Draughtsmen's and Allied Technicians' Association.

Signed by the said
William Charles Purvis
on behalf of Centrax Limited W. C. Purvis

In the presence of:—

*Witness:* G. R. Claybourn

*Address:* High Orchard, Oak Hill Cross Roads, Teignmouth, Devon.

*Occupation:* Legal Adviser

Signed by the said
Wilfred Bailey
on behalf of Centrax Gears Limited W. Bailey

In the presence of:—

*Witness:* G. R. Claybourn

*Address:* High Orchard, Oak Hill Cross Roads, Teignmouth, Devon.

*Occupation:* Legal Adviser

Signed by the said
William Charles Purvis
on behalf of Centrax-Misco Limited W. C. Purvis

In the presence of:—

*Witness:* G. R. Claybourn

*Address:* High Orchard, Oak Hill Cross Roads, Teignmouth, Devon.

*Occupation:* Legal Adviser

Signed by the said
Richard Henry Howard Barr
on behalf of Heathfield Engineering Limited R. H. H. Barr

In the presence of:—

*Witness:* G. R. Claybourn

*Address:* High Orchard, Oak Hill Cross Roads, Teignmouth, Devon.

*Occupation:* Legal Adviser

Signed by the said
Leslie Charles Jones
on behalf of the Amalgamated Union
of Engineering and Foundry Workers L. C. Jones

In the presence of:—

*Witness:* J. Endacott

*Address:* 9a Pinewood Road, Newton Abbot, Devon.

*Occupation:* Industrial Relations Officer

Signed by the said
Keith Charles Knight
on behalf of Electrical, Electronic and
Telecommunications Union—
Plumbing Trades Union K. C. Knight

In the presence of:—

*Witness:* J. Endacott

*Address:* 9a Pinewood Road, Newton Abbot, Devon.

*Occupation:* Industrial Relations Officer

Signed by the said
James Pedley
on behalf of the
Transport & General Workers' Union J. Pedley

In the presence of:—

*Witness:* J. Endacott

*Address:* 9a Pinewood Road, Newton Abbot, Devon.

*Occupation:* Industrial Relations Officer

Signed by the said
Charles Gerard Boon
on behalf of the Clerical
and Administrative Workers' Union Charles G. Boon

In the presence of:—

*Witness:* F. W. Cole

*Address:* 14 Brockhurst Gardens, Bristol BS15 1BU

*Occupation:* T.U. Official

Signed by the said
Frederick Ticehurst
on behalf of the Draughtsmen's
and Allied Technicians' Association F. Ticehurst

In the presence of:—

*Witness:* J. Endacott

*Address:* 9a Pinewood Road,
Newton Abbot, Devon.

*Occupation:* Industrial Relations Officer

## EXPLANATORY NOTE

*(This Note is not part of the Order.)*

This Order excludes the application of section 1 of the Redundancy Payments Act 1965 as respects employees in the employment of the member companies of the Centrax Group to whom the agreement specified in the Schedule applies.