

1977 No. 902

TERMS AND CONDITIONS OF EMPLOYMENT

The Guarantee Payments (Exemption) (No. 5) Order 1977

Made - - - - - 24th May 1977

Coming into Operation 4th July 1977

Whereas the National Conference (March 1974) Agreement of the Footwear Industry 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(a) ("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. 5) Order 1977 and shall come into operation on 4th July 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 agreement" means the National Conference (March 1974) Agreement of the Footwear Industry.

Exemption

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

(a) 1975 c. 71.

(b) 1889 c. 63.

Signed by order of the Secretary of State.

24th May 1977.

Harold Walker,
Minister of State,
Department of Employment.

SCHEDULE 1

PARTIES TO THE COLLECTIVE AGREEMENT

1. *Representing employers:*
the British Footwear Manufacturers Federation.
 2. *Representing employees:*
the National Union of the Footwear, Leather and Allied Trades.
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SCHEDULE 2

MATERIAL PROVISIONS OF THE EXEMPTED AGREEMENT

A. Guaranteed Wages Agreement

1. The Agreement provides that each employee under contract of service with an employer in the boot and shoe industry, who is subject to the provisions of the National Conference (March, 1974) Agreement, shall, for each week when the employee is available for and willing to work, be guaranteed a wage in accordance with the provisions of this Agreement.

It shall be obligatory on the part of the employer to pay the guaranteed wage when due, without claim to be made by the employee.

2. Each employee must be capable of, available for and willing to perform the work associated with his usual occupation, or reasonable alternative work where his usual work is not available.

In case of any difficulty in interpretation of what is reasonable alternative work, it shall be settled, if possible, by consultation between the local officer(s) of the Union and representatives of the firm concerned.

3. The normal working week of 40 hours consisting of the days for which payment is made up shall, during the currency of this Agreement, unless otherwise amended be regarded as the week under the guarantee for dayworkers and pieceworkers, except that the week under the guarantee for part-time employees who by agreement with their employers are not employed for the full normal working week of 40 hours, shall be the subject of agreement between the employer and the employee(a).

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- (a) By a supplementary agreement dated 30th March 1977 it was agreed that in calculating the guarantee to which part-time workers are entitled, the same principles are to apply as apply to the calculation of the guarantee for employees working the normal working week of 40 hours. In all cases, the guarantee represents 75 per cent of the employee's average earnings as assessed under clause 5.

4. Subject to Clauses 7 and 8, the weekly wages of all employees both dayworkers and pieceworkers, shall be guaranteed as follows:

To the Dayworker

75 per cent of the Contract Weekly Wage Rates.

To the Pieceworker

75 per cent of the Basic Weekly Wage, calculated in accordance with Clause 5.

5. The basic weekly wage for pieceworkers shall be assessed subject to the following conditions:

- (a) The basic weekly wage shall be calculated according to the pieceworkers' average earnings for a 40 hour week, exclusive of overtime and all time lost by the employee on account of bad timekeeping, during a period of four full consecutive weeks of normal productive employment.
- (b) Where either the employer or the employee consider the average weekly earnings, assessed in accordance with paragraph (a) above, to be inappropriate or unfair, an alternative period of four full weeks of normal productive employment shall be agreed. Where such alternative period is not available an agreed figure shall be established by negotiation. If the employer and employee fail to agree upon an alternative period or figure the usual procedure of negotiation shall be used to settle the dispute.
- (c) The basic weekly wage of all new piecework employees shall be assessed in accordance with paragraph (a) above within a period of 13 weeks from the date of taking up employment.
- (d) The employer shall inform each pieceworker of the basic weekly wage assessed in accordance with (a) above.

6. At quarterly intervals, in order to take account of a change in an employee's earning capacity arising from any cause, the employer or the employee may give notice to the other of reassessment of the basic average wage. For the purpose of such reassessment there shall be calculated the employee's rate of average earnings for a 40 hour week exclusive of overtime, and all time lost by the employee on account of bad timekeeping, during an agreed period of four full weeks of normal productive employment.

(NOTE: When a change takes place in the percentage additions to piecework rates in March and/or September, the pieceworker's basic weekly wage shall be adjusted by a percentage equal to the difference between the old and the new piecework percentage additions in force, with effect from the beginning of the working week in which the change takes place.)

7. The guarantees prescribed in Clause 4 shall not apply:

- (a) in respect of all time lost by the employee on his own responsibility, through sickness or any other cause, and the week under the guarantee shall be reduced correspondingly.
- (b) in the event of a breakdown of machinery, fire, flood, or stoppage of fuel or power supply, affecting the whole of a department, or more, the week under the guarantee shall be reduced correspondingly in respect of each employee affected by such occurrence.
- (c) at holiday times and stocktaking, at which times the days of holiday or stock-taking exempt from the guarantee shall not exceed:

					<i>Days paid under the Holidays with Pay Agreement</i>
Easter	...	...	...	3 working days	Good Friday, Easter Monday and Easter Tuesday, or Easter Monday, Easter Tuesday and Easter Wednesday.
Spring Bank Holiday (or alternative).			2	„ „	Spring Bank Holiday Monday and Tuesday.
Late Summer Bank Holiday (or alternative).			1	„ „	Late Summer Bank Holiday.
Annual Holiday	...	...	15	„ „	3 working weeks.
Christmas	...	...	3	„ „	Christmas Eve, Christmas Day and Boxing Day when any of these fall on working days of the week.
New Year's Day	...	...	1	„ „	New Year's Day when this falls on a working day of the week.
<p>(NOTE: When Christmas Eve, Christmas Day, Boxing Day or New Year's Day do not fall on working days of the week, they are not reckoned within the 3 days, or 1 day as the case may be, but are still required to be paid for under the Holidays with Pay Agreement.)</p>					
Stocktaking	...	...	2 working days		(NOTE: These days are not paid under the Holidays with Pay Agreement.)

provided that:

- (i) one additional day may be added at the instance of the employer to the above mentioned number of days at any holiday period by agreement between the employer and his employees, and to ascertain the views of the employees a ballot shall be taken of either the whole factory, if it is intended to close the whole factory, or of the individual departments affected. In each case, the majority of the votes cast shall be decisive.
- (ii) for the purposes of stocktaking only, at the direction of the employer, one additional day only may be added to any holiday period, or the two days may be taken other than at a holiday period provided that not more than two such days are added or taken in one year;

and the week under the guarantee shall be reduced by the actual days of holiday and stocktaking.

(NOTE: A stocktaking day is defined as a day on which, for the purpose of taking stock, it is not possible to process work in progress. This would normally involve a physical check of stock, including work which is being processed through a factory, and which further involves the necessity of stopping the whole factory or department on the day in question.)

8. In the event of any employees in a department or a factory taking part in a strike, the guarantee shall cease to apply to all employees employed in the factory immediately upon notification of the strike to the General Secretary of the National Union and to the Union Branch Secretary where the strike takes place, as under Resolution 9 of the Terms of Settlement.

9. The respective parties to this Agreement, namely the British Footwear Manufacturers Federation and the National Union of the Footwear, Leather and Allied Trades, undertake to use their best endeavours to promote good time-keeping and regular attendance on the part of the employees in the interests of regularity of working, efficiency of organisation and full output, and further, they reaffirm the statement of reciprocal obligations in Clause 12 of the National Conference Agreement, namely:

It shall be obligatory:

- (i) On the part of the Employer to pay the full rates of wages for all output.
- (ii) On the part of the Employees to use their trade skill and productive ability to the best advantage and fullest capacity and with no restriction of output following a change of organisation or machinery.

10. This Agreement is an integral part of the National Conference Agreement between the Federation and the Union, and its terms shall be interpreted in accordance with the provisions of Clause 29 of that Agreement.

11. Nothing in this Agreement is intended to override or supersede Clause 6 of the National Conference Agreement.

12. It shall be permissible for the Federation and the National Union to agree jointly to a temporary suspension of this Guaranteed Wages Agreement in exceptional circumstances.

13. This Guaranteed Wages Agreement shall remain in force so long as exemption from the relevant provisions of the Employment Protection Act 1975 shall be allowed by the Government.

*B. Rules of the Board of Conciliation and Arbitration for the
Boot and Shoe Trade*

Rule 14.

That the procedure in cases of dispute between an employer and his workmen should be as nearly as possible the following:

- (a) The workman shall first bring the matter before the employer or foreman.
- (b) Should they not be able to agree, the representatives of the Employers' Association and the representatives of the Workman's Union shall endeavour to settle the matter in dispute.
- (c) If the representatives referred to in sub-section (b) are unable to arrange terms, the Secretary of the Board shall forthwith advise the Committee of Enquiry of the dispute.
- (d) In the event of the Committee of Enquiry being unable to settle the dispute, it shall be referred to the Board, and failing a decision, then to the Umpire or Arbitrators, who shall be asked to give their decision within seven days from the date of hearing.

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 Conference (March 1974) Agreement for the Footwear Industry relates.

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.

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