

WASC 2341

Ministry of Supply  
Industrial Handbooks  
1947 and  
Supplement 1956



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*Min.*  
*Tech. Grade III*



MINISTRY OF SUPPLY

# INDUSTRIAL HANDBOOK

1947.



# INDUSTRIAL HANDBOOK 1947

## AMENDMENT LIST No. 11

### 1. Para. 53. Overtime Pay for Full-time Industrial Employees—General Rule

Lines 2 and 3.

*Delete* " mess and analogous grades "

(Memo. No. G.L.5/W/147).

\*Line 4 after " caretakers " *insert* " and "

\*Lines 4 and 5. *Delete* " and employees of flax factories "

(Corrigenda).

### 2. Para. 58. *Amend* heading to read " **Special Conditions Applicable to Fire Brigade and Patrol Grades and Watchmen** "

Lines 1 and 2. *Add* " and " before " watchmen "

*Delete* " and mess and analogous grades "

(Memo. No. G.L.5/W/147).

### 3. Para. 63. Payment when Required to Work on Paid Holidays

Sub-para. (a) and (b), line 1. *Delete* " exception-ally "

(Memo. No. G.L.5/3296).

### 4. Para. 66. Miscellaneous Special Leave

*Add* new sub-para. :—

" (g) *Domestic Distress Leave*

(i) When a near relative is dangerously ill, special leave with pay at plain time rate

\*Reprint dated 1st April, 1953 excepted.

not exceeding three days may be granted, subject to the production of a medical certificate, to enable an employee to be at hand against the likelihood that the illness may terminate fatally.

- (ii) When nursing is required, special leave with pay at plain time rate up to a maximum of three days may be granted on production of a medical certificate, to enable an employee to attend a near relative who is ill and to make arrangements for the care of the sick person.

*Notes*—In the case of leave sought in connection with dangerous illness, applications should state the relationship between the applicant and the sick person, while the medical certificate should be specific as to the dangerous nature of the illness.

For emergency nursing purposes, applications for leave should state the relationship between the applicant and the sick person and give details of the composition of the household, of the availability of the other members thereof for such nursing, and of the efforts made to obtain other nursing assistance.

The medical certificate should indicate :—

(a) the nature of the illness ;

(b) that nursing attendance is essential ; and

(c) for what period.

Medical certificates furnished in support of applications for dangerous illness and nursing leave will be



returned to the applicant, and no question of defraying any cost will arise.

- (iii) In special cases of exceptional hardship and where it is considered reasonable and necessary on humanitarian grounds, special leave with pay at plain time rates in excess of three days may be granted but not in any case exceeding five days (in five-day week Establishments) or five-and-a-half days (in five-and-a-half-day week Establishments).
- (iv) Pro-rata special leave with pay at plain time rate may be allowed to part-time employees ”.

(Memo. No. G.L.5/3290).

#### 5. Para. 68. Travelling and Subsistence, etc.

\*Lines 6, 7, 8 and 9.

*Delete* “ Rules Governing the Temporary Transfer of Industrial Employees (see Appendix VIII) and Permanent Transfer Terms for Industrial Employees (see Appendix XI) ”.

*Substitute* “ and Transfer Rules for Industrial Employees in the United Kingdom (see Appendix VIII) ”.

(Corrigenda).

#### 6. Appendix V. Ministry of Supply Storage Depot Industrial Whitley Committee

Section II. Action.

\*Para. 2, line 3. *Amend* “ L.5 ” to read “ G.L.5 ”

(Corrigendum).

\*Reprint dated 1st April, 1953 excepted.

#### 7. Appendix XIII. Leave for Members of the Territorial, Auxiliary, Reserve, Other Approved Non-Regular Forces, and Cadet Forces

Para. 3, line 5. *After* “ Territorial Army ”

*Insert* “ , Army Emergency Reserve ”

(Addendum).

#### 8. Index

*Insert* “ Domestic Distress

leave for..... 66(g) ”

*Under* “ Leave ”

*Insert* “ domestic distress..... 66(g) ”.



# INDUSTRIAL HANDBOOK 1947

## AMENDMENT LIST No. 12

### 1. Para. 44. Wages

Line 2.

*Amend* " (Branch G.L.5) " *to read* " (Branch L.1) "  
(Corrigendum).

### 2. Para. 65. Annual Leave

Sub-para. (b), line 4.

*Delete* " calendar " and after " service "

*Delete* " full stop " and

*Insert* " commencing from any day of the month."

Line 7 after " February "

*Delete* " full stop " and

*Insert* ", provided there is reasonable expectation of service until the end of the leave year."

Sub-para. (j)

*Delete* whole sub-para. and *substitute*

" (j) In the event of service terminating before the end of the leave year (except in death cases, in which event no recovery will be effected) recovery of overpayments in respect of annual leave taken in excess of the leave which has accrued at the rate of one-twelfth of the full annual allowance for each complete month of service will be effected up to a maximum of one week's pay. Recovery of overpayments in excess of one week will be waived."

*Add* new sub-para.

(1) Advances of pay will not be made for short periods of leave but employees who take not less than a full week's annual leave (including any paid privilege

or public holidays) may receive an advance of wages as follows :—

(a) employees who have completed six months' service from date of entry. } an advance, at plain time rate, in respect of the wages due to be issued to them on the pay day(s) falling in the leave period.

(b) employees who have not completed six months' service from date of entry. } an advance, at plain time rate, in respect of the wages due to be issued to them on the *first* pay day falling in the leave period, i.e. an advance limited to one week.

(Memo. No. L.1/3307).

### 3. Para. 82. Avoidance of Disputes: Reference to Headquarters of Trade Unions or of Ministry of Supply

Sub-para. (b), line 14

*Amend* " G.L.5 " *to read* " L.1 "

(Corrigendum).

### 4. Para. 93. Leave to undergo prescribed medical treatment

\*Line 14, after " of "

*Insert* " Pensions and "

\*(Line 15 in the original Handbook).

(Addendum).

### 5. Para. 101. Reduction of Establishment

Sub-para. (d), line 3

*Amend* " (G.L.5) " *to read* " (L.1) "

(Corrigendum).



**6. Appendix V. Ministry of Supply Storage Depot Industrial Whitley Committee**

*Section II. Action.*

Para. 2, line 3.

*Amend " (G.L.5) " to read " (L.1) "*

Para. 4, line 7

*Amend " G.L.5 " to read " L.1 "*

(Corrigenda).

**7. Appendix VI. Ministry of Supply Joint Factory Committee Trade Union Relations at the Factory X**

**First Part — Memorandum for a Shop Stewards' Committee representing (the appropriate Trade Unions specified by name)**

Last line

*Amend " Under Secretary (General and Labour) " to read " Under Secretary (Royal Ordnance Factories and Labour) "*

(Corrigendum).

**8. Appendix VIII. Memorandum of Agreement between the Official and Trade Union Sides of the Joint Co-ordinating Committee for Government Industrial Establishments**

**Transfer Rules for Industrial Employees in the United Kingdom**

Part C, para. 18 (a), sub-para. (iii)

*Delete " at the date of Transfer " from the heading of the wages table.*

Para. 18 (b),

*Add at end*

*" These allowances will be reviewed and, where necessary, reassessed at six monthly intervals from the date of the first payment of the allowance."*

(Memo. No. L.1/3312).

**9. Appendix IX. Scheme of Establishment of Government Industrial Employees**

**Nomination of Industrial Employees for Establishment**

Para. 2, line 4

*Amend " His Majesty's "*

*to read " Her Majesty's "*

Sub-Appendix II

*Important Note*

Last line *delete* " and " before " L5/2853 "

*Insert at end " L.5/3027, L.5/3231 and L.1/3313 "*

(Memo. No. L.1/3313).

**10. Appendix X. Scheme of Paid Sick Leave for Government Industrial Employees**

*Injuries*

Para. 4, line 16 after " of "

*Insert " Pensions and "*

*Amount of Pay*

Para. 8 (a), lines 11, 18 and 23 after " of "

*Insert " Pensions and "*

Line 15

*Delete " 36s." before " (for maternity benefit) " and*

*Substitute " 32s. 6d."*

Para. 8 (b), lines 6 and 7

*Delete " attendance allowance " and*

*Substitute " home confinement grants "*

(Memo. No. G.L.5/3300).

**11. Index**

*Insert " Advances of wages..... 65(1) "*

*Under " Leave "*

*Insert " advances of wages..... 65(1) "*

*Under " Pay "*

*Insert " advances of wages..... 65(1) "*



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## AMENDMENT LIST No. 13

### 1. Para. 66. Miscellaneous Special Leave

*Add new sub-para. :—*

*" (h) Leave for pre-National Service Medical Examinations, Interviews or Special Aptitude Tests*

Special leave with pay at plain time rates may be granted up to a maximum of three days, if necessary, *provided* the employee does not accept any compensation for loss of earnings or other payment (apart from any travelling and subsistence expenses) from the Ministry of Labour and National Service or the Service Authorities. If any such compensation or payment is accepted, the leave will be without pay."

(Memo. No. L.1/3318).

### 2. Insert after Para. 68 new Para. (68A) as follows :—

#### " Para. 68A. Railway Travel Warrants—Unused Tickets

A ticket which has been obtained in exchange for a warrant and which for any reason is not used must be returned to the issuing officer (for return to the Administrative Officer or A.G. 43 as appropriate). This procedure must be followed whether the whole or any portion of the ticket is unused in order that a claim may be made on the Railway Clearing House for a refund of the cost of the ticket."

(G.N.25/54).

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### 3. Para. 88. Notification of Sickness

*\*Line 4 to end of sentence*

*Delete " Employees' panel certificates . . . . to the employee." and substitute :—*

*" Employees' National Insurance certificates may be used for this purpose. After noting, the certificates will immediately be forwarded to the employees' local National Insurance Office unless their return is requested."*

*\*(Line 3 in the original Handbook).*

(Corrigendum).

### 4. APPENDIX XIII. LEAVE FOR MEMBERS OF THE TERRITORIAL, AUXILIARY, RESERVE, OTHER APPROVED NON-REGULAR FORCES, AND CADET FORCES

*Renumber paras. " 2, 3, 4, 5, 6 and 7 "*

*to read " 5, 6, 7, 8, 9 and 10 " respectively.*

*After Para. 1 insert new paras. as follows :—*

2. " In addition, industrial employees attending special courses or exercises may also be allowed up to five days' special leave with pay at plain time rates (up to five and a half days for employees working a five and a half day week) in any one leave year, provided that the total combined leave allowance—annual leave and paid special leave for annual camp, courses or exercises—does not exceed thirty days (thirty-three days for employees working a five and a half day week).

3. For attendance at week-end camps outside the normal compulsory training commitments, industrial employees working a five and a half day week may be allowed special leave with pay at plain time rates for up to nine Saturdays a year. Any special leave with pay granted for special courses or exercises under para. 2 above, will count against the nine Saturdays. Similarly, any Saturdays allowed as special leave with pay under this paragraph will be taken into account when calculating the number of days to be granted under para. 2 above, for special courses or exercises to ensure that the number of days special leave for courses or exercises and Saturdays combined does not exceed nine days. (For the purpose of this limitation, Saturday will count as half a day.)

4. Subject to the maximum limits, consideration may also be given to the grant of paid leave on special occasions (e.g. Royal visits) in which members of the Territorial etc., Forces may participate."

### III. Instructors in Cadet Forces

Para. 9, line 3

*Amend* " para. 4 " to *read* " para. 7 ".

### IV. Part-time Employees

Para. 10, line 1

*Amend* " paras. 1 to 6 " to *read* " paras. 1 to 9 ".

(Memo. No. L.1/3324).

### 5. Index

*Insert* " **Railway Travel Warrants**

unused tickets ... 68A "

Under " **Leave** "

*Insert* " for pre-National Service Medical Examinations, Interviews or Special Aptitude Tests ... 66 (h) "

*Insert* " **Pre-National Service Examinations, Interviews or Special Aptitude Tests**

leave for ... 66 (h) "



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## AMENDMENT LIST No. 14

### 1. Para. 18. Outside Activities

*Delete sub-para. (a) and substitute :—*

“(a) Employees may not engage in any private activity or in any occupation or undertaking which would :—

- (i) require their attendance during working hours ;
- (ii) tend to impair their influence as public servants or conflict with the interests of the Department. Employees may not take part in moneylending or bookmaking, nor may they be concerned in any way with dealing in scrap metal or stores disposed of from any Government establishment. If any employee has any doubt, under this rule, about starting any particular work or of continuing any work he has already started, it is his duty to report the circumstances to the head of his establishment for consideration.”

(Memo. No. L.1/3350).

### 2. Para. 45. Substitution Pay

*Delete whole para. except heading and substitute :—*

“It should normally be possible for the work of an absent employee to be covered by distributing his duties among employees of the same or, if supervisory duties are concerned, higher grade. In such circumstances no substitution takes place and no extra payment is due.

Where, however, it is impossible, consistently with reasonable efficiency, to cover the absent employee's duties in this way and it is necessary to upgrade, temporarily, a lower rated employee to substitute in full for the absent employee, the following procedure will be adopted :—

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(a) Where the higher grade is industrial, the lower rated employee will be temporarily upgraded for the whole period of his employment on the duties of the higher grade. It should be made clear to him that the upgrading is temporary and that he will not be entitled to retain the higher rate for any period after he resumes his normal duties on the return of the absent employee.

(b) Where the higher grade is non-industrial (e.g. a Charge Hand substituted for an Assistant Foreman):—

(i) For substitution for less than one complete week at a time, no allowance will be paid.

(ii) Where the period of substitution is one full week or more, an allowance will be paid. The amount of the allowance will be determined by the head of the establishment, provided that the sum of the employee's weekly time work rate plus the allowance is *not less than* the weekly equivalent of the minimum of the appropriate non-industrial range or scale *nor greater than* the weekly equivalent of the mean of the appropriate non-industrial range or scale. The allowance will not be reckonable for overtime.

(iii) Where the period of continuous substitution extends beyond four weeks, the employee may, from the beginning of the fifth week, continue to be paid the allowance as in (ii) above, and may also otherwise receive the conditions of service of the non-industrial grade. Overtime, calculated on the time work rate of the employee's industrial grade will continue to be paid under industrial conditions.

(iv) If the employee is subsequently promoted to the non-industrial grade, all periods of substitution within one year of the date of promotion during which, under (iii) above, the conditions of service of the non-industrial grade have been received, will reckon for purposes of seniority and incremental credit ; but the normal starting pay rules will apply only as from the date of promotion.

- (v) A record of any periods of substitution of an industrial for a non-industrial should be made in the Departmental records of the individual concerned."

(Memo. No. L.1/W/424).

**3. Para. 53. Overtime Pay for Full Time Industrial Employees—General Rule**

Sub-para. (b), line 4,

*Delete "4s." and substitute "two hours at double time."*

*Insert after sub-para. (c) new sub-para.:—*

*"(d) Saturday Work. (In establishments working a five day week).*

For the first two hours—time and a quarter. For subsequent hours—time and a half, subject to the payment of time and a half for all hours worked between 2 p.m. and midnight."

(Memo. No. L.1/3130).

**4. Para. 54. Overtime for Full Time Industrial Employees in Receipt of Wages on an Engineering Trade Basis**

*Insert after sub-para. (h) new sub-para.:—*

- "(i) Where, to meet exceptional circumstances, a day-shift worker having completed his normal dayshift hours is required to continue working through the night and into the normal dayshift hours of the following day, he shall be paid for the hours worked into the dayshift at the rate of time and a half."

(Memo. No. G.L.5/W/145).

**5. Para. 65. Annual Leave**

Sub-para. (j)

*Delete whole sub-para. and substitute :—*

- "(j) (i) If service terminates before the end of the leave year and the employee has had more annual leave than his service up to the date of termination entitles him to, action will be taken, except in the cases referred to in sub-para. (ii) below, to recover the resultant overpayment up to a maximum of one week's pay.

- (ii) Recovery action will be waived :—

- (a) where the termination of service is due to causes outside the employee's control (e.g. redundancy) provided that the employee has completed eight months' service in the leave year ;
- (b) if termination of service is due to the death of the employee; and
- (c) where the annual leave has been taken during a period of annual closure of a Ministry Establishment or (in the case e.g. of Inspection Department employees) of a Contractor's works."

(Memo. No. L.1/3342).

**6. Para. 70. Tool and other Allowances**

*Delete sub-para. (a) and substitute :—*

"(a) An allowance of 2s. a week may be paid to carpenters and joiners and to apprentices to carpentry and joinery, and of 1s. a week to plumber craftsmen and plumber apprentices, where tools are not available and where employees, therefore, necessarily supply and maintain their own hand tools. This is an allowance and not an increase in the rate of wages and does not reckon for overtime payments."

(Memo. No. L.1/W/406).

Sub-para. (c) (i) *Canteen Workers and Mess Grades*

*Delete "and Mess Grades" in sub-para. heading.*

Sub-para. (c)(i)(A) first sentence

*Delete "and mess grades.....meals provided,"*

*Delete "2s." and substitute "2s. 5d."*

*Delete "10s." and substitute "12s."*

Sub-para. (c)(i)(B)

*Delete "2/-" and substitute "2s. 5d."*



Delete "1/6" and substitute "1s. 10d."

Amend "— subject to an overriding maximum of 8/- in any one week" to read "— subject to an overriding maximum payment of 10s. in respect of any one week."

Sub-para. (c)(ii)(A)

Delete "24s. 6d." and substitute "42s."

Delete "3s. 6d." and substitute "6s."

Sub-para. (c)(ii)(B)

Delete "10s." and substitute "14s."

Delete "1s. 8d." and substitute "2s. 4d."

Add after sub-para. (c)(ii)(B) new sub-para.:—

"(C) Part time non-resident male hostel workers are also paid an allowance in lieu in the same circumstances as full time non-resident workers. The allowance is paid in respect of any day on which the particular employee would normally have worked but is absent for the whole of the working day for one of the reasons specified in para. 70(c)(i)(A) above.

The amounts on a daily basis are:—

If 8 hours or more would normally have been worked .. .. .	2s. 4d.
If 6-8 hours would normally have been worked .. .. .	1s. 9d.
If less than 6 hours would normally have been worked .. .. .	1s. 2d.

—subject to an overriding maximum payment of 12s. in respect of any one week.

(D) Part time female hostel workers are not entitled to free meals while on duty.

(iii) *Mess Grades*

Mess grades, whose rate is abated by 10s. a week in respect of meals provided, are paid in lieu an allowance of 2s. for each full day, subject to a maximum of 10s. a week, in any of the circumstances set out in para. 70(c)(i)(A) above."

(Memo. Nos. L.1/W/360  
L.1/W/361  
L.1/W/391).

## 7. Para. 92. Injury Compensation

Delete whole sub-para. (a) (iv) and substitute

"(iv) *Medical and Hospital Treatment and Related Travelling Expenses.* Treatment for industrial injury and for industrial disease, as for any other disability, is available under the National Health Service, and arrangements exist whereby travelling expenses incurred in obtaining approved hospital or specialist services may, in cases of hardship, be refunded. Claims should be addressed to the Hospital Almoner."

(Corrigenda).

## 8. APPENDIX III. CODE OF INDUSTRIAL TRAVELLING RULES PART 1 (a)

### Rates and Conditions of Payment of Night Subsistence Allowances

Paras. 2, 3 and 4(i),

Insert "†" against the amounts "20s.", "15s." and "7s."

Insert footnote at the bottom of the page :—

"† Note.—The following revised rates are applicable with effect from the beginning of the pay week containing 1st January, 1955 :—

Para. 2—1st week .. .. . 23s.

Para. 3—2nd to 4th weeks (incl.) .. 16s.

Para. 4(i)—5th to 52nd weeks (incl.) 8s.

The rates in para. 4(ii) and (iii) remain unchanged."

(Memo. No. L.1/3351).

## 9. APPENDIX VIII. TRANSFER RULES FOR INDUSTRIAL EMPLOYEES IN THE UNITED KINGDOM

### PART C. CONTINUING PAYMENTS AFTER AN EMPLOYEE HAS LEFT THE OLD STATION

At the end of sub-para. 15(b), insert ".\*".

Insert footnote at the bottom of the page :—

“\* Note.—An employee who is in receipt of lodging allowance under para. 15 may be paid an allowance for the retention of his lodgings at the rate of 12s. 6d. a week (1s. 10d. for odd nights) when absent from his new station on annual leave. Payment of the allowance will be subject to the following conditions :—

- (a) that the employee has to keep on his accommodation and
- (b) that he also has to pay rent at the same time at his old station.”

(Memo. No. L.1/3353).

After sub-para. 15(c) *insert* new sub-para. as follows:—

“(d) In no circumstances will lodging allowance be paid to an employee at the same station for longer than five years without specific Treasury authority, which will be given only in very exceptional circumstances.”

(Memo. No. L.1/3352).

## 10. APPENDIX XII. SUPERANNUATION BENEFITS

After para. 10 insert:—

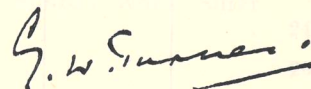
‘*Note.*—Established service reckons from the date of issue of the Civil Service Certificate of Qualification, or the date of assuming duty as an established employee, if later. For superannuation purposes, unestablished service which preceded established service may be reckonable in full from 14th July, 1949, or earlier, but such unestablished service is not reckonable for marriage gratuities.”

(Addendum).



## MINISTRY OF SUPPLY INDUSTRIAL HANDBOOK

This Handbook is issued for the use of managements and workpeople of the Ministry of Supply. It states in a concise form the general rules governing industrial employment in the Ministry. Employees are also subject to such special rules as may be applicable to the grade or nature of their employment. All rules and conditions of employment are liable to amendment from time to time. This Handbook supersedes R.O.F. Rules, Civilian Staff Regulations and Air Publication 826 in so far as they apply to industrial employees of the Ministry. Copies of this Handbook will be issued free to all workpeople at present employed and to all new entrants.



*Permanent Secretary,  
Ministry of Supply.*

*Date : 22nd October, 1947.*

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to 10 inclusive.*

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*Issued to.....*

*Date .....*

The amendments promulgated in the under-mentioned Amendment Lists have been noted in the text of this publication.

Amendment List		Amendments noted by	Date
Number	Date		
Amendment	Lists Nos. 1 reprint.	to 10 are incorporated in this	

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## SECTION I

### ENTRY

#### 1. Applications for Employment

Industrial employees are engaged through the Employment Exchanges of the Ministry of Labour and National Service. Local applicants are employed (other things being equal) in preference to those from a distance.

Applicants are required to give necessary particulars on the appropriate application form.

#### 2. Production of Necessary Documents

On entry applicants must produce Birth Certificate, National Insurance Card, Income Tax Form P.45, and, in the case of disabled persons, Ministry of Labour Certificate of Disablement.

#### 3. Nationality

No person is eligible for entry who is not a natural born British subject and born within the United Kingdom or in one of the self-governing Dominions of parents also born within the United Kingdom or in one of the self-governing Dominions. No departure from this rule will be made without special approval from Headquarters and then only in exceptional cases.

#### 4. Prior Government Service \*

Applicants with previous service in any Government Department are not engaged until the cause of leaving has been verified.

\* NOTE.—If a pension under the Superannuation Acts has been awarded in respect of prior Government service, it will be liable to reduction or suspension during further Government employment. Where a gratuity under the Acts has been received for the previous service the employee may have the right (within 12 months of re-employment) to refund it in order that the earlier service may reckon for any future superannuation payment. Such refund must be in one amount, and cannot be effected by instalments.

Employees of one Government Department or establishment are required to obtain the sanction of the head of the establishment in which they are serving, before leaving to join another Government Department or establishment.

### 5. References

Enquiries as to character, etc., should be made from previous employers. Except with special Headquarter authority no applicant will be engaged in the absence of satisfactory references.

### 6. Medical Examination

Entrants before being allowed to proceed to work must be examined by a medical officer and passed as physically fit for the employment for which they are engaged, and employees subsequently submit themselves for medical examinations as required.

### 7. Juveniles

(a) Young persons aged 15 years and over may be employed. Boys will not be retained after the age of 21 years unless they can be employed on men's jobs.

(b) Employees under 18 years of age may be released one day a week to attend day continuation classes arranged by local Education Authorities, or, where no day classes are available, released early from work in order to have a meal before evening classes. Payment for working time so lost will be made at plain time rate. Fees in respect of such classes and excess travelling expenses will be paid by the establishment. Where employees under 18 years have to provide their own text books, the cost may be borne by the establishment and the books lent to the employee, who must return them on completion of the course. Special conditions apply to apprentices.

(c) Meal vouchers are issued free to juveniles under 16 years of age, and are available for 16 and 17 year olds at reduced charges as authorised from time to time. These vouchers are accepted as payment or part payment for a main meal only, in official canteens, or elsewhere when no canteen is available.

(d) Juvenile employees' hours of work and conditions of employment are subject to the provisions of the Factories Act.

### 8. Apprentices

Apprentices are engaged under special terms and conditions of employment.

### 9. Part-time Workers

Part-time industrial employees may be employed. They are paid on hourly time rates proportional to the rates authorised for full time employees of the grade.

There are special agreements for part-time female office cleaners.

### 10. Women

Female workers over the age of 18 may be employed, subject to the provisions of the Factories Act, on work commonly performed by women in other Government Departments or in public or private industry, or in accordance with customary practice at any particular establishment.

### 11. Relaxation of Trade Practices

(a) In order to supplement skilled manpower, agreements were made with the Trade Unions concerned, during the war, to the effect that where it can be shown that skilled men are not available, an alternative class of worker may be employed to supplement the work of skilled men. Proposed applications are considered by a joint committee locally and confirmed by a central committee at Headquarters. The terms of the agreements follow that given in Appendix II. All men employed on alternative work are registered.

(b) Agreements have been made with the Trade Unions whereby women may be employed on certain work formerly regarded as appropriate to skilled workmen.

(c) Relaxation ceases to operate as soon as skilled labour is available. (See Section XIV, para. 101).



## SECTION II

### REINSTATEMENT

#### 12. Reinstatement in Civil Employment Act, 1944

(a) The Department accepts obligations towards its former employees similar to those imposed by the Reinstatement in Civil Employment Act, 1944, on private employers.

(b) The obligations accepted are to reinstate as far as is reasonable and practicable an employee who has rendered service in armed and other forces scheduled in the Act in his former occupation, or in alternative employment at his former establishment, or in equivalent employment at another establishment of the Department within reasonable distance of his home.

(c) Any proposal to decline reinstatement of an applicant will be referred to the Headquarters of the Ministry of Supply.

(d) Any case where reinstatement has to be declined will be referred to the Ministry of Labour and National Service, who will make every effort to place the applicant in a suitable vacancy in an establishment of another Government Department, and will be reported to the appropriate Trade Union.

#### 13. Apprentices

Employees who are completing their training in an establishment after the interruption of National Service will be re-settled under the provisions of the scheme given in Appendix I.

## SECTION III

### EMPLOYMENT OF DISABLED PERSONS

#### 14. Disabled Persons (Employment) Act, 1944

The Department accepts the obligations laid down in the Disabled Persons (Employment) Act, 1944, for private employers.

#### 15. Standard Quota

The standard quota is calculated by reference to the total staffs, industrial and non-industrial, of the Department. Each establishment is required to maintain at least the standard quota of registered disabled persons.

#### 16. Discharge of Registered Disabled Employees

Registered disabled persons who become redundant may be discharged under normal redundancy procedure provided that the percentage of disabled persons at each establishment does not fall lower than 1 per cent above the standard quota. To reinstate an employee of longer service who has reinstatement rights a registered disabled person may be discharged provided that the percentage does not thereby fall below the standard quota.

## SECTION IV

### MISCELLANEOUS RULES AND CONDITIONS OF SERVICE

#### 17. Secrecy

Employees' attention is drawn to the Official Secrets Acts, 1911-39, copies of which are displayed in all establishments. Employees continue to be bound by the Official Secrets Acts after leaving the Department's employment.

(a) Employees will report immediately to the head of the establishment :—

- (i) any incident wherever arising which appears to indicate a breach of fidelity or of the Official Secrets Acts ;
- (ii) any communication which may be construed as a solicitation to commit or abet any action that may be, or is, an offence against the Official Secrets Acts.

(b) Employees are forbidden to :—

- (i) give any information obtained in the course of their employment to any newspaper or publish any material or take part in any broadcast on any matter relating to their employment without the prior consent of the head of the establishment ;
- (ii) make copies of, or extracts from, official documents (except official announcements affecting rates of wages or conditions of employment) or use such documents for purposes other than the discharge of their official duties.

#### 18. Outside Activities

(a) Employees may not undertake any activity or part in the management of a society, business or industrial concern which would :—

- (i) require their attendance during normal working hours ;
- (ii) tend to impair their influence as public servants or conflict with the interest of the Department. Participation in the following businesses is considered incompatible with employment in the Department : moneylending, conducting or serving in a public house, a pawn shop, marine store dealer, or bookmaker.

(b) Employees may serve on local Councils or hold similar offices on the understanding that membership of such local body does not interfere with the performance of their duties. Reasonable facilities may be granted for this purpose at the discretion of the head of the establishment. (See para. 66 (c) in connection with the grant of leave).

(c) An industrial employee is permitted to stand for Parliament (though he will be required to resign if he is elected) and a Candidate will be granted one month's special leave with pay at the period of the Election. An employee who becomes a Member of Parliament will be entitled to return to his previous employment provided that :—

- (i) he ceases to be a Member after an absence not exceeding five years ;
- (ii) he had not less than ten years' actual service before his election ; and
- (iii) he applies for reinstatement within three months of ceasing to be a Member.

Applications for re-employment where the first two of these conditions are not satisfied will be sympathetically considered on their merits. On re-employment, the period spent as a Member will be regarded for superannuation purposes as bridging the gap between two periods of reckonable service, though this period will not itself be reckonable.



Reinstatement will be dependent on the availability of employment and the medical fitness of the individual at the time.

*Note.* It is desirable that an employee who stands for Parliament should resign before nomination day, in order to ensure compliance with the provisions of the Succession to the Crown Act, 1707, under which the election to Parliament of a person who holds an office or place of profit under the Crown is void.

### 19. Participation of Government Employees in Government Contracts, etc.

No government contract may be let to a concern of which an employee is a member, unless the head of the Department is fully advised of the employee's connection with the concern.

Normally no purchase may be made from and no sales made to an employee. Where, however, surplus government stores are offered for sale to the public, employees are free to purchase such stores, except where by reason of their official position they have been able to obtain special knowledge of the condition of the goods to be sold or they have been associated with the disposal arrangements, or the goods are for re-sale and not for personal requirements.

No employee may negotiate in any matter affecting a contract or purchase or sale where he is interested in his private capacity.

It is the duty of an employee to disclose such interest to the head of the establishment.

### 20. Patents

An employee is not permitted to apply for or obtain a patent for an invention, except in the manner laid down in current regulations, which will be communicated on request to an employee who wishes to make such an application.

### 21. Notices and Meetings

No signs, bills or notices may be displayed in any establishment and no meetings may be held except with the permission of the head of the establishment.

### 22. Addresses

Changes of address of employees or of their next of kin must be notified immediately by employees for record purposes.

## SECTION V

### DISCIPLINE

#### 23. General

Industrial employment is conditional on the employee continuing to render satisfactory service. An employee failing in this respect or committing a breach of discipline may have his employment terminated at once or be liable for such lesser penalty as may be determined. The various disciplinary measures are indicated in the following paragraphs.

#### 24. Reprimand

Formal reprimands may be administered in varying degrees of severity. Such reprimands are entered on the employee's personal record and the employee informed in writing of this action.

#### 25. Suspension

Employees may be suspended on disciplinary grounds for a period not exceeding three consecutive working days without pay. Suspensions are authorised by the head of the establishment only and the employee is informed in writing of the reason for the suspension.

#### 26. Discharge

For a serious act of indiscipline, on the authority of the head of the establishment only, employees may be discharged without notice. In normal circumstances the employee will be first suspended for not more than three days to allow for a thorough investigation of the offence. If after three days' suspension investigation is incomplete, or has shown that, while the offence does not warrant summary discharge, a more severe penalty than three days' suspension is necessary, employees may be given two weeks' notice on disciplinary grounds or pay in lieu of notice.

#### 27. Appeal

An employee not satisfied by the decision taken in his case may appeal orally or in writing to the head of the establishment against any disciplinary action taken. An employee is allowed to present his case in person to the head of the establishment (who will normally be attended by the Labour Manager) and an employee may be accompanied for the purpose by a colleague or Trade Union representative.

If after local appeal he is still not satisfied, he has a right of ultimate appeal to the Permanent Secretary. In such cases the appeal, together with a detailed report of the case, must be submitted by the head of the establishment to Headquarters through the normal channels.

#### 28. Search

Employees are liable to be searched under Clause 6 of the Public Stores Act, 1875, and may be required to submit to be searched as a condition of their employment.

#### 29. Shift Work

Unless permission to do so has been obtained, employees are not allowed to leave work until those who are to take their place for the next shift have arrived.

#### 30. Waste of Time

Employees loitering or idling or leaving their work without permission are liable to discharge.

#### 31. Unauthorised Work

Employees may not carry out in any establishment work, including manufacture or repair of articles for their own use, without duly authorised orders.

#### 32. Intoxicants

At establishments in which intoxicants can be purchased they must be consumed on the canteen premises. The introduction or consumption of intoxicants is



otherwise strictly prohibited. Any employee breaking this rule or found intoxicated will be liable to discharge.

### 33. Smoking

Smoking is prohibited in establishments, except in such places or such times as may be authorised by local order. Employees smoking in other than these authorised circumstances will be liable to discharge. Any employee found with smoking materials in danger buildings (including matches, lighters, etc.) or prohibited areas or in an explosive or filling factory will be dealt with under the rules of the establishment.

### 34. Fire-Arms

Any employee in possession of fire-arms or articles of an explosive nature while within the precincts of an establishment unless they have been issued to him in connection with his duties will be liable to instant dismissal.

### 35. Speed Limits

Motor vehicles must not be driven or pedal cycles ridden to the danger of other users of the roads within the precincts of any establishment. The speed must not exceed the limit authorised in the area.

### 36. Various Offences

Unauthorised collections, trading, gambling, money-lending, betting and forming lotteries on official premises whether during working hours or otherwise are strictly prohibited. Employees offending in these respects or by disorderly conduct, or who are guilty of misconduct or corrupt practice, are liable to suspension or discharge. An employee who is arrested on any charge must immediately take all reasonable steps to inform the head of the establishment. An employee convicted on any charge is liable to discharge at the discretion of the head of the establishment.

### 36A. Bribery, Gifts, and Hospitality

(a) It is an offence under the Prevention of Corruption Acts 1906 and 1916 for a person in the service of the Crown to solicit or receive any gift or other consideration of any kind from a contractor or his agent or from any organisation, firm, or individual in connection with the performance of his duties.

The standard forms of contract contain a clause prohibiting a contractor from offering any such gifts, commission, etc., and draw attention to the provisions of the Prevention of Corruption Acts. Any offer of a bribe or commission or any irregular approach made to an employee of the Ministry by a contractor or his agent should be reported at once to the head of the establishment.

Any offer of a bribe, commission, or any irregular approach made to an employee of the Ministry in connection with the performance of his duties by any organisation, firm, or individual not being a contractor, should be reported at once to the head of the establishment.

Any employee who is guilty of a breach of these rules will be liable to dismissal and may also be prosecuted.

(b) Although casual gifts offered by contractors or others, for example at Christmas time, may not be in any way connected with an employees' performance of his duties, so as to constitute an offence under the Prevention of Corruption Acts, it is important that the conduct of a state servant should not only be honest in fact, but should also be beyond the reach of suspicion of dishonesty. Employees should, therefore, politely but firmly decline to accept any such gifts, and should inform the head of the establishment if the offer of the gift is pressed by the donor. Trivial articles clearly issued for advertisement (such as calendars or diaries) need not be regarded as subject to this rule, but in every case of doubt the employee concerned should consult the head of the establishment.



(c) Employees should exercise the utmost discretion in accepting hospitality from contractors or their representatives, or from organisations, firms, or individuals with whom they have official dealings. Whether hospitality can suitably be accepted depends on its nature and on the circumstances. Precise rules cannot be laid down, but employees having contact with contractors, or other organisations or firms, should be on their guard against accepting hospitality which might later be misconstrued as hampering their strict independence.

Any cases where a contractor presses an offer of hospitality which the employee concerned considers might be open to objection should be reported. Any such pressing offers of hospitality from organisations, firms, or individuals, not being contractors, with whom an employee has official dealings should be reported to the head of the establishment.

### 37. Bankruptcy

An employee who becomes a bankrupt or insolvent must at once report the fact to the head of the establishment.

### 38. Government Property

(a) Employees are liable to prosecution and discharge for misappropriation of government property, however trivial, or the aiding and abetting thereof.

(b) Employees are held responsible for the safe custody of any government property in their charge, and should such property be lost, wasted or damaged through negligence, carelessness or wanton act, the employee concerned will be liable to such disciplinary action, including dismissal in serious cases, as the head of the establishment may direct. The employee concerned may, however, be allowed to refund the value of the property in whole or part in mitigation of the offence.

(c) No tools or property, whether personal or public, may be taken out of the establishment without a property pass.

(d) Before an employee is paid off on discharge, he must return to the management all property of the government, including passes with which he has been issued, together with this handbook.

### 39. Accident Prevention

(a) Employees are expected to do everything possible to prevent accidents happening either to themselves or to others, and to make themselves familiar with all the rules and methods which apply to their work and with the safety devices which are installed for their benefit.

(b) Employees engaged in establishments handling explosive substances are subject to Danger Building Regulations. Breaches of these regulations render employees liable to disciplinary action and in serious cases to prosecution under the Explosives Act, Defence Regulations or other Acts.

(c) Machines are not to be cleaned when in motion, and no near approach is to be made to shafting in motion. Employees are strictly forbidden under pain of discharge to remove or replace bands on main shafting unless specially authorised to do so. Employees neglecting to use any fencing or machinery guard provided for their safety are liable to discharge and prosecution.

(d) Where employees are provided with the protective clothing and appliances necessitated by the nature of their work, failure to make proper use of this protection renders the employee liable to disciplinary action at the discretion of the head of the establishment.



## SECTION VI

### WORKING HOURS

**40. Normal hours of work** for industrial employees in Ministry of Supply establishments, subject to certain exceptions, are 44 in every week. These hours are spread normally over 5 days, but exceptionally over 5½ days.

**41. Records of attendance** are kept in all establishments.

(a) *Clocking.* Employees are required to clock on official clocks at the time of starting and leaving work. Employees detailed to work overtime will clock off at the actual time of leaving.

In contractors' works and small establishments where the Department's personnel may not warrant the provision of clocks, the exact time of starting and leaving must be recorded on time sheets.

(b) *Alterations to Clock Cards.* An employee tampering with a time recorder clock or with any clock card, or clocking another employee's card, or falsifying a time sheet, will be liable to discharge; and, if the action taken was with fraudulent intent, to prosecution for fraud.

(c) *Failure to Clock.* In the event of an employee failing to clock, his superior officer may sanction payment if he is satisfied that the time has been worked, but the offender will be liable to disciplinary action.

(d) If an incorrect stamping or an alteration has been made on an employee's card, or if he finds it has been clocked by someone other than himself, he must at once report it or be held responsible for the irregularity.

### 42. Time-keeping

(a) Employees are under an obligation to attend at their place of work at the appointed time, and bad time-keeping will render an employee liable to suspension or discharge.

(b) Employees are expected to stand by the consequences of their own lateness whatever the cause. Nevertheless until further notice :—

(i) Checks for late arrival may be made to the next five minute period, instead of the next quarter of an hour as provided in earlier books of regulations.

(ii) Industrial employees living more than three miles from an establishment who arrive late for work by reason of a proved breakdown of transport, other than a breakdown due to a transport strike, may at the discretion of the head of the establishment be relieved of checks for lateness in excess of thirty minutes. In the event of abuse this concession is liable to be withdrawn.

(iii) Payment at day rate for normal working hours may be specially authorised by Headquarters when employees are "stood off" or prevented from attending by exceptionally inclement weather. Applications must be made by the head of the establishment to Headquarters on each occasion.

### 43. Meal Breaks

(a) An unpaid meal break of not less than forty-five minutes is allowed under standard conditions of ordinary day shift or night shift.

(b) A paid meal break of half an hour in each shift is allowed to employees working on the "Engineering Trade Three Shift System of Payment" (see para. 60).

(c) Industrial employees of Royal Ordnance Factories Filling and Explosives and certain related Ministry of Supply Factories are allowed on each day shift from Monday to Friday, and on each night shift of corresponding length, a meal break of not more than thirty minutes on each such occasion in the canteen. The meal breaks allowed are paid at common time rate over and above the standard working week of the establishment. Clocking is waived at the beginning and end of such meal breaks. Employees who exceed thirty minutes in the canteen will be liable to disciplinary action. The head of the establishment may arrange for the sale of light refreshments at the beginning and end of shift. These will be consumed in the employees' own time. Under exceptional traffic conditions, however, the head of the establishment may allow a period of grace on the normal clocking times.

(d) Tea Breaks. A ten minute tea break may be allowed during both the morning and the afternoon call, and during the first and second call in the night shift where in operation. Any abuse of this concession may lead to its withdrawal.

## SECTION VII

### WAGES—GENERAL

#### 44. Wages

Rates of wages are authorised by Headquarters (Branch G.L.5) by whom negotiation with the appropriate Trade Unions is conducted.

#### 45. Substitution Pay

In cases where it is impossible to cover the work of an absent employee by distribution of his duties among employees of the same grade, and a lower rated employee carries out the full duties of a higher grade, the following rule applies :—

(a) Where the higher post is appropriate to an industrial grade, the lower rated employee will be temporarily upgraded for the whole period of his employment on the duties of the higher grade. It will be made clear that the upgrading is temporary and there will be no entitlement to retention of the higher rate for any period on reversion to his normal grade when the absent employee returns.

(b) Where the higher post is appropriate to a non-industrial grade (e.g., a Charge Hand substituted for an Assistant Foreman) :—

(i) For substitution for less than one complete week at a time, no allowance will be paid.

(ii) Where the period of substitution is one full week or more, an allowance will be paid. The amount of the allowance will be determined by the head of the establishment, provided that the sum of the employee's weekly time work rate plus the allowance is *not less than* the weekly equivalent of the minimum of the appropriate non-industrial range or scale *nor greater than* the weekly equiva-



lent of the mean of the appropriate non-industrial range or scale. The allowance will not be reckonable for overtime.

(iii) Where the period of continuous substitution extends beyond four weeks, the employee may, from the beginning of the fifth week, receive the conditions of service of the non-industrial grade, except that overtime (calculated on the time work rate of the employee's industrial grade) will continue to be paid under industrial conditions.

(iv) Should substitution be converted into promotion without reversion to the industrial grade, service as substitute beyond the first month will reckon as service in the new grade for purposes of seniority, incremental date, etc., but as from the date of promotion, normal starting pay rules will apply.

(v) On promotion under circumstances other than those covered by sub-para. (iv) above, credit will be given for seniority and increment purposes for any periods of substitution in excess of four weeks within one year prior to the date of promotion. Separate periods of substitution may be aggregated for this purpose.

(vi) A record of any periods of substitution of an industrial for a non-industrial should be made in the Departmental records of the individual concerned.

#### 46. Guaranteed Week

(a) All industrial employees are guaranteed wages equivalent to their plain time rate for the weekly hours to which they are normally conditioned, provided that they are capable of, available for and willing to perform satisfactorily, during working hours, the work associated with their usual occupation, or reasonable alternative work where their usual work is not available.

(b) For the purpose of this guarantee premium pay-

ments for overtime worked on week-days and premium payments for work done on Sundays and holidays are disregarded.

(c) The guarantee does not apply in the following circumstances:—

(i) In the case of an unpaid holiday recognised by agreement, custom or practice, the guarantee is reduced in respect of the pay week in which the holiday takes place in the same proportion as the normal working hours, for the time being, have been reduced in that pay week.

(ii) In the event of a dislocation of work as a result of strike action the guarantee is automatically suspended in respect of workpeople affected in the establishment where the strike is taking place.

#### 47. Day Rate Guarantee

Employees on systems of payment by results are guaranteed on a weekly basis their day rate for all time actually worked.

#### 48. Payment of Wages

(a) Wages of industrial employees are paid in arrear, normally weekly. In the majority of establishments the pay week ends at midnight on Saturday-Sunday.

(b) If an employee is unable to attend at the time of pay he may apply for the proper form to authorise another person to draw his pay or to have his pay forwarded by post. No person connected with the recording of time or make-up or payment of wages or distribution of pay tickets may draw for another employee.

(c) Any error in the amount received must be reported by the employee at the time of pay. No subsequent claim will be entertained. Similarly the loss of any pay card should be reported immediately.



(d) Except in such exceptional circumstances as may be approved, no claim is admitted for pay or other benefits relating to any period more than twelve months before the date of the claim.

#### 49. Payment of Arrears of Wages, etc., to Relatives of Deceased Industrial Employees

Arrears of wages not exceeding £20 may be paid at the discretion of the head of the establishment to adult relatives on production of the death certificate or of a receipted undertaker's bill. A form of declaration as prescribed by Treasury under Section 8 of the Superannuation Act, 1887, is required before amounts exceeding £20 can be paid to the legal representative of the deceased employee.

#### 50. Deductions

(a) From the gross entitlement the employee's contribution for National Insurance and the amount due for income tax is deducted.

(b) Voluntary deductions are permitted with the written authority of the employee in respect of contributions to certain voluntary organisations such as Hospital Savings, Sports Associations, National Savings, etc. The Department will not accept liability for the lapse or loss of benefit from these organisations.

(c) Any rent payment falling due to the Department will be recovered by deduction from pay with the written authority of the employee concerned.

(d) Deductions from wages are allowed, after approval by Headquarters, in respect of contributions to a benevolent fund (subject to the usual contracting procedure) provided that the fund complies with the following principles:—

(i) The fund must be administered by an elected committee.

(ii) The annual audit of the fund's accounts must be made by two responsible persons (one of whom

should be a qualified accountant) appointed by the fund committee.

(iii) Assistance in case of sickness should be regulated according to need and hardship and should generally take the form of *ad hoc* grants.

(iv) No member of a management may, in his official capacity, play any part in the administration of a benevolent fund.

#### 51. Pay on Transfer to Lower Rated Jobs

Employees may only be transferred within the establishment with the written permission of the management. When they are transferred from a job on which they have been regularly employed to one carrying a lower rate of wages, they may be paid for one calendar month following their transfer or for the period they are doing the lower rated job, whichever is the less, their time rate of wages at the date of transfer, wherever the time rate applies. Earnings under systems of payment by results, including Incentive Bonus schemes, will be those appropriate to the job actually performed.

This does not apply in cases of reversion to normal jobs after temporary upgrading, or to transfer resulting from misconduct or other cases of default of the work-people concerned.

Payment at the higher rate will continue for one month after downgrading, irrespective of duration of employment in the higher grade, in all cases where a worker was upgraded to what was expected to be "regular employment."

#### 52. London Wages Area

The establishments for which the appropriate minimum rate of wages are those for the London Wages Area, are those situated in the area within eighteen miles radius of Charing Cross or towns intersected by the periphery of that area, and St. Albans and Slough.



## SECTION VIII

## OVERTIME, SUNDAY WORK AND SHIFT WORK

## 53. Overtime Pay for Full Time Industrial Employees—General Rule

All full time industrial employees (other than those paid on an engineering trade basis, or mess and analogous grades, watchmen, fire brigade and patrol grades, resident caretakers, and employees of hostels and staff clubs, are eligible for overtime payments at the following rates:—

(a) *Day Shift.* For the first two hours in any one day—time and a quarter. For subsequent hours—time and a half.

(b) *Sunday Work.* For all hours worked between midnight Saturday and midnight Sunday whether overtime or falling within the normal number of hours—double time, with a minimum payment of 4s.

(c) *Recall on Saturday Afternoons.* (In establishments working a five and a half day week.) An employee who has ceased work for the day and is called back to work overtime on Saturday afternoon will be paid from the time of restarting at the rate which would have been payable had he worked continuously without a break.

For the purpose of calculating the above payments each day stands by itself. The normal number of hours must be worked before the extra payments commence to accrue, except in cases of approved absence, e.g., leave, sickness, injury, etc.

## 54. Overtime for Full Time Industrial Employees in Receipt of Wages on an Engineering Trade Basis

The following are the overtime rates payable for hours worked in excess of the normal daily hours by employees expressed in Headquarter instructions as paid on an engineering trade basis:—

(a) *Day Shift.* For the first two hours in any one day—time and a third. For subsequent hours—time and a half.

(b) *Paid Holidays.* All extra time—time and a half.

(c) *Sunday Work.* For all hours worked between midnight Saturday and midnight Sunday—double time.

(d) *Recall to Duty.* An employee recalled to work after having completed normal hours of work and gone home for the day will be paid from the time of restarting at the rate which would have been payable had he worked without a break. He will be guaranteed payment equivalent to three hours at the appropriate overtime rate for the period from the time he restarts until the time he finishes work.

(e) An employee who has worked during the day and who is required to go on nightshift the same day will, if he has worked beyond the usual midday meal, receive payment for the first night's work as for dayshift overtime.

(f) An employee on dayshift sent home after midnight on any day, except for misconduct, will receive payment for each hour from the time of leaving the establishment until 6 a.m. as follows:—if sent home between midnight and 2 a.m., one hour's pay; if sent home after 2 a.m., one and a half hours' pay.

(g) *Night Shift.* For normal hours—time and a fifth. For the first two hours overtime—time and a third. For subsequent hours—time and a half.



An employee must work through normal nightshift hours on not less than two consecutive nights to qualify for the additional nightshift payment. Normal nightshift hours of employees engaged in productive sections are arranged to fall between Monday midday and Saturday midday, and authorised hours outside this period will, with the exception of Sunday, be treated as extra hours. This clause does not apply to maintenance men.

For the purpose of calculating the above payments each day stands by itself. The normal number of hours must be worked before the extra payments commence to accrue, except in cases of approved absence, e.g., leave, sickness, injury, etc.

(h) *Saturday Work.* Dayshift workers who are conditioned to a five-day week and who are required to work on a Saturday will be paid at the rate of time and a half for all hours worked on that day.

N.B. At the Royal Ordnance Factories at Woolwich special rates of payment apply for the first two hours overtime worked in any one day and for nightshift working.

### 55. Overtime—Meal Breaks

When overtime is worked, the head of the establishment will fix the period which will be allowed for any meal, and such periods will not normally be paid for.

56. Cancelled by Amendment List No. 3.

57. Cancelled by Amendment List No. 1.

### 58. Special Conditions Applicable to Fire Brigade and Patrol Grades, Watchmen, and Mess and Analogous Grades

Fire brigade and patrol grades, watchmen, and mess and analogous grades, are conditioned to a 44-hour week. All hours worked on Sunday are paid at double time rate.

Hours worked in excess of 44 a week (including Sunday hours on a predetermined rota) are paid at overtime rates calculated on a cumulative weekly basis (see also para. 63 (c)) as follows :—

First 12 hours overtime—Time and a quarter or time and a third, according to the initial overtime rate applicable to non-skilled employees of the establishment.

Thereafter—Time and a half.

### 59. Special Conditions Applicable to Employees of Hostels and Staff Clubs

(a) *Overtime.* All time worked in excess of 48 hours in any one week, under due instruction, is paid at overtime rates calculated on the gross rate (non-resident) as follows :—

First three hours beyond 48 hours net—time and a quarter.  
Thereafter —time and a half.

(b) *Nightwork.* Payment at time and a half calculated on the basic rate (resident or non-resident as the case may be) is made for all time worked, under due instruction, between 11 p.m. and 5 a.m. This provision does not apply to Night Porters. Overtime and night work are not to be paid concurrently.

(c) *Predetermined Rest Day.* Where an employee is required to work on his predetermined rest day all time worked on that rest day is paid at time and a quarter calculated on the gross rate, and the employee is granted in addition a day off in lieu paid at the basic rate.

If an employee is allowed to work on the predetermined rest day at his own request no extra payment is made but a day off in lieu is granted.

### 60. Shift Work

(a) The computation of wages of industrial employees who work three shifts in establishments governed by the agreement on three shift working which obtains in



the engineering trade provides for payment of forty-four hours both basic and bonus, on the standard hours for all three shifts.

Payment for the half hour meal break is made at common time rate.

Hours worked in excess of the standard hours of the shift or on Sundays will be paid at the appropriate overtime or Sunday rates.

(b) Fire brigade and patrol grades, watchmen and mess and analogous grades receive no enhanced payment for shift working.

## SECTION IX

### HOLIDAYS

#### 61. Days Observed as Paid Holidays \*

*The following days in the year are paid holidays for whole time and for part-time industrial employees irrespective of the days of the week on which they are normally employed :—*

(a) In establishments working a five day week :

The afternoon of Maundy Thursday.

Good Friday.

Easter Monday.

† The day appointed for the observance of the Sovereign's Birthday.

Whit Monday.

August Bank Holiday.

Christmas Day.

Boxing Day.

‡ One other day.

The afternoon of the second Friday in July, Woolwich Beaneast (Royal Arsenal, Royal Dockyard and the Inspection Department, Garland Road, Plumstead, only).

(b) In establishments working a five and a half day week :

Good Friday.

Saturday before Easter.

Easter Monday.

† The day appointed for the observance of the Sovereign's Birthday.

\* This regulation does not apply to employees at Hostels and Staff Clubs who are subject to a separate agreement.

† This day is normally the Friday before Whit Sunday under (a) and the Friday afternoon and Saturday morning before Whit Sunday under (b). In Scotland the 1st and 2nd January are paid public holidays instead of Whit Monday and Boxing Day. In certain circumstances other days may be substituted for the days named above.

‡ Subject to the requirements of the service this additional day may be taken in accordance with the wishes of the majority of the employees in each establishment.



Whit Monday.  
August Bank Holiday.  
Christmas Day.  
Boxing Day.  
\*One other day.

## 62. Holiday Pay in Respect of Paid Holidays

(a) Holiday pay in respect of Paid Holidays will be calculated on the basis of plain time (or shift) rate for the standard (or rostered) hours that would have been worked during the day or shift (proportionately in the case of part-time employees); and in respect of a half-holiday will be limited to a half-day's (or half-shift's) pay.

(b) When a shift-worker's rest day coincides with a Paid Holiday, holiday pay (limited in the case of a half-holiday to a half shift's pay) will be calculated on the basis of the daily average of the rostered shift hours in the shift week immediately preceding the rest day.

(c) Where a half-holiday entails loss of a whole shift, Guaranteed Week payment rules will apply.

## 63. Payment when Required to Work on Paid Holidays †

(a) Day or shift workers required exceptionally to work a turn or shift, for which holiday pay is payable, on Good Friday, Easter Monday, Whit-Monday (in Scotland, 1st January), August Bank Holiday, Christmas Day or Boxing Day (in Scotland, 2nd January), or a day duly substituted for one of those days will receive holiday pay for the standard or rostered hours in addition to earnings for the work done calculated on the basis of time and a half for all hours worked, unless they are entitled to more favourable conditions.

(b) Day or shift workers required exceptionally to

\* Subject to the requirements of the service this additional day may be taken in accordance with the wishes of the majority of the employees in each establishment.

† This regulation does not apply to employees at Hostels and Staff Clubs who are subject to a separate agreement.

work a turn or shift, for which holiday pay is payable, on any of the other paid holidays, i.e., Maundy Thursday afternoon, Saturday morning before Easter, Sovereign's Birthday, the one other (9th) day, and Woolwich Beane-feast (where applicable), on a day duly substituted for one of those days, will receive holiday pay for the standard or rostered hours in addition to earnings for the work done calculated on the normal basis.

(c) The number of hours paid as holiday pay will be reckonable towards the basic 44 hour week of employees in grades whose overtime is calculated on a cumulative weekly basis (see para. 58) except when a rest day coincides with the holiday.

(d) When a rotational three-shift worker is required to work on his predetermined rest day, falling on a Paid Holiday and another rest day is taken in lieu, payment for the day worked will be made on the basis of the normal evaluation for the particular shift worked.

If another rest day in lieu is not taken, payment for the day worked will be at the rate of time and a half unless the employee enjoys a more favourable rate, for all time worked on any of the six public holidays referred to in sub-para. (a), and at normal overtime or Sunday rates as appropriate for all time worked on any of the other paid holidays.

## 64. Conditions of Payment

(a) An employee absent without leave during the working day before, or the working day next following, a paid holiday is liable to forfeit payment for the holiday. When two holidays follow one another, absences without leave before and after the two days are treated as separate offences. Forfeiture of pay may be modified or waived at the discretion of the head of the establishment.

(b) Pay is issuable for a holiday occurring during or immediately before or after a period of unpaid leave, provided that the employee has been at work within



twelve days of the holiday. On termination of employment, for reasons other than discharge for misconduct, an employee who works immediately preceding a paid holiday(s) should have his notice extended so as to include the paid holiday period.

(c) Pay is not issuable to employees on unpaid sick leave or to employees under suspension.

(d) Paid holidays occurring in a period of sickness or injury are reckonable as part of paid sick leave, but the amount of paid sick leave to which an employee is entitled in any period of twelve months will be increased by the number of holidays so reckoned. No holiday pay will be issued.

## SECTION X

### LEAVE

#### 65. Annual Leave

(a) Industrial employees (other than employees at Hostels and Staff Clubs who are subject to a separate agreement) may be granted two weeks' (88 hours) annual leave with pay, except that the full annual leave allowance in the cases of the undermentioned grades is as follows :—

Departmental Examiner, Inspectorate of Armaments, Inspectorate of Electrical and Mechanical Equipment.	132 hours after 5 years' service in the grade.
Mechanic Examiner, Inspectorate of Armaments, Inspectorate of Electrical and Mechanical Equipment, Inspectorate of Fighting Vehicles.	
Skilled Examiner, Goff's Oak, Armaments Design Establishment.	
Viewer, Inspectorate of Clothing, Inspectorate of Stores.	106 hours rising to 115 hours after 2 years' service in the grade.
Industrial Messengers employed in the London Postal Area and at Explosives Research and Development Establishment, Waltham and Royal Small Arms Factory, Enfield.	

(b) Annual leave will be reckoned in hours (*pro rata*) in the case of part-time employees) accruing at the rate of one-twelfth of the full annual allowance for each complete calendar month of service. Employees may, however, be allowed to anticipate the leave accruing to the end of the leave year, which is reckoned from the first day of March to the last day of February.



(c) Annual leave may be taken at any time within the leave year, subject to the approval of the Head of the Establishment, except that all employees (including Inspection Department employees at Contractors' works which close for annual leave) must take leave during the period(s) of annual closure where in operation, unless absent on sick leave or required to carry out essential duties. Ex-service employees re-instated after the commencement of the leave year and before any period(s) of annual closure will be paid for the whole of the closure period(s).

(d) (i) Employees with an annual leave allowance of more than one week :—

(a) must take at least one week of the allowance in one stretch, or as much of it as, together with any paid public or privilege holiday, amounts to one week of leave ;

(b) may be permitted at their request and subject to Departmental requirements to take the whole of their allowance in one period, subject, in either case, to the period coinciding with annual closure periods where in operation in Ministry Establishments or (in the case of Inspection Department employees) in Contractors' works.

(ii) Where the allowance is one week or less it may also be taken in one stretch, subject to the same proviso.

(e) The date of annual leave once fixed should not be varied save in exceptional circumstances.

(f) Annual leave may not be granted immediately following a period of sick absence, unless a certificate of fitness for work is produced, nor during a period of sick absence.

(g) Annual leave may not be carried forward into a subsequent leave year, nor may pay be issued in lieu.

(h) Payment will be at plain time rate, including any time-workers' differential, for the standard weekly hours

of the grade, normally 44, except that the payment to examiner grades in receipt of examination bonus will be assessed inclusive of examination bonus and exclusive of any time-workers' differential.

(j) Where employees are discharged or resign before the end of the leave year, recovery will be effected in respect of leave taken in excess of eligibility, in the following circumstances :—

(i) where less than six months' service has been completed in the current leave year ; and/or

(ii) where discharge was due to misconduct or voluntary resignation ; and/or

(iii) where the excess leave was taken after preliminary warning or notice of discharge had been given.

In such cases, *one ninth* of the annual leave allowance should be credited for each complete calendar month of service, and steps should be taken to recover any payment in respect of leave taken in excess of this amount.

(k) The terms of the Agreement whereby industrial employees may be granted paid annual leave are set out in Appendix XIV.

## 66. Miscellaneous Special Leave

### (a) Service as Jurors or Witnesses

(i) An employee serving on a Jury or required by the head of the establishment to attend court as a witness on behalf of the Department may receive pay at day rate minus court allowances.

(ii) An employee subpoenaed as a witness or litigating on his own behalf is not entitled to pay.

(iii) Employees are not permitted to accept invitations to appear as expert witnesses in private law-suits for the purpose of giving evidence on matters of which they have acquired knowledge in the course of, and in connection with, their official duties. If, after replying to such a



request that official regulations do not allow them to give evidence, they are subpoenaed to appear as expert witnesses, the matter should be reported to the head of the establishment.

(b) *Leave for Members of the Territorial, Auxiliary, Reserve, other approved Non-Regular Forces and Cadet Forces.* See Appendix XIII.

(c) *Leave for Councillors and Magistrates*

Special leave with pay up to twelve days in each year may be granted, subject to the requirements of the Service, to members of Town, County, Urban District, Rural District, or Parish Councils to attend Council meetings and to an employee who is a Justice of the Peace for attendance on the Bench in addition to any special leave with pay he may be granted to attend Council meetings. This leave may be taken in hours if desired. Additional leave without pay may also be granted.

(d) *Leave in Cases of Bereavement*

(i) On the death of an employee's wife or husband, or of an immediate blood relative (i.e., father or mother—or person standing *in loco parentis*—son or daughter, brother or sister), special leave with pay at plain time rate may be granted up to a maximum of three days to an employee who normally resides in the same household or has charge of the funeral arrangements. In other cases one day's special leave at plain time rate may be granted with the addition of not more than two days where long distance travelling is involved. Paid leave for absence after the date of the funeral will not be allowed save in very exceptional circumstances and will not, in any case, be given for private business in connection with the settlement of the deceased person's private affairs.

(ii) On the death of an employee's relative other than an immediate blood relative, special leave with pay at plain time rate may be granted

under the conditions in para. (i), above, if the employee resides in the same house as the deceased or has charge of the funeral arrangements.

(iii) In special or exceptional hardship cases (for example, if there are inquest proceedings necessitating abnormal absence), or where it is considered reasonable and necessary on humanitarian grounds, special leave with pay at plain time rate in excess of three days may be granted but not in any case exceeding five days (in five-day week Establishments) or five and a half days (in five and a half day week Establishments).

(e) *Leave for Civil Service Examination*

Special leave with pay at plain time rate may be granted at the discretion of the head of the establishment to industrial employees for the purpose of attending examinations arranged by the Civil Service Commissioners.

(f) *Marriage Leave*

Special leave with pay at plain time rate may be granted as follows:—

(i) Established employees (including any established women employees who after marriage continue in an unestablished capacity):—

(a) at five-day week Establishments—five days.

(b) at five and a half day week Establishments—five and a half days.

(ii) Unestablished employees—three days.

*Note*—Special paid leave for marriage will be granted in the case of women only to those employees whose services it is intended to retain after marriage.

### 67. Absence without Leave

An employee who is unable to attend for duty should at once notify the reason of his absence to his immediate superior or to the head of his establishment.

An employee who absents himself without leave for five consecutive days will be held to have left his employment and will be struck off the books, unless the head of his establishment should decide otherwise.

## SECTION XI ALLOWANCES

### 68. Travelling and Subsistence, etc.

The circumstances under which allowances for travelling expenses and subsistence allowances, etc., are paid to employees when sent away on temporary detached duty or when transferred to another establishment are laid down in the Code of Industrial Travelling Rules (see Appendix III), and Transfer Rules for Industrial Employees in the United Kingdom (see Appendix VIII). Any employee submitting false information when claiming allowances will be liable to instant discharge and may be prosecuted as well.

### 69. Assisted Travel Scheme

Employees are expected to present themselves for duty without official assistance as regards transport but:—

(a) As an emergency measure due to the war, at establishments situated in remote places where there is a shortage of local labour and accommodation, and at establishments moved from their existing location in accordance with a policy of dispersal, the actual cost of daily travel in excess of a stipulated daily or weekly amount may be borne by the establishment provided that the employees live more than a stipulated distance from their place of work, as laid down in the terms of the Assisted Travel Scheme applying to that establishment.

(b) *Mileage Allowance.* For employees using their private vehicles at establishments where an Assisted Travel Scheme is in operation:—

(i) Employees travelling by motor car, motor cycle or motor-assisted bicycle will be paid a mileage



allowance at the rates shown below in respect of travel to and from work at the beginning and end of the shift :—

Per mile		} Less the amount stipulated as the employee's contribution under the terms of the Assisted Travel Scheme of the establishment concerned.
Motor cars	1½d.	
Motor cycles	1d.	
Motor-assisted bicycles	½d.	

The allowance will not be paid to employees conveyed as passengers by fellow workers.

- (ii) Employees using their pedal cycles for daily journeys of more than six miles from their place of work will be paid an allowance of 1s. a week flat.

## 70. Tool and other Allowances

(a) An allowance of 1s. a week may be paid to carpenters and joiners, and apprentices to carpentry, and to plumber craftsmen and plumber apprentices, where tools are not available and where employees, therefore, necessarily supply and maintain their own hand tools. This is an allowance and not an increase in the rate of wages and does not reckon for overtime payment.

(b) Certain fees and allowances are payable in connection with first-aid training as notified to establishments.

### (c) Allowances in lieu of meals and accommodation.

#### (i) Canteen Workers and Mess Grades.

(A) Full time canteen workers who, normally, under due authority, receive free meals while on duty, and mess grades whose rate is abated by 10s. a week in respect of meals provided, are paid in lieu an allowance of 2s. for each full day, subject to a maximum of 10s. a week, in respect of absences caused by annual leave, paid holidays, interruption of work in circumstances involving

the application of the Guaranteed Week Agreement and sick leave qualifying for sick pay at full rate. The allowance is reduced by a half for sick leave qualifying for pay at half rate and is not payable during unpaid leave.

Periods of less than a full day do not qualify for payment.

(B) Part time canteen workers are also paid an allowance in lieu in the same circumstances as full time workers. The allowance is paid in respect of any day on which the particular employee would normally have worked but is absent for the whole of the working day for one of the reasons specified in sub-para. (i) (A) above.

The amounts on a daily basis are :—

If 8 hours or more would normally have been worked 2/-  
 If 6–8 hours would normally have been worked .. 1/6  
 If less than 6 hours would normally have been worked .. .. 1/-  
 —subject to an overriding maximum of 8/- in any one week.

#### (ii) Hostel Workers

(A) Resident hostel workers who are normally provided with food and accommodation are given an allowance in lieu of 24s. 6d. a week or 3s. 6d. a day in any of the circumstances set out in para. 70 (c) (i) (A) above, provided no advantage is taken of hostel food or accommodation during the period involved.

(B) Non-resident full time hostel workers who are normally provided with free meals on duty are given an allowance in lieu of 10s. a week or 1s. 8d. per day in similar circumstances.



## SECTION XII

### TRADE UNION CONSULTATION

#### 71. Ministry of Supply Joint Industrial Council

The Ministry of Supply Joint Industrial Council is constituted to secure by means of regular joint discussions between official representatives of the Ministry of Supply and Headquarter representatives of the Trade Unions having members employed in the industrial establishments of the Ministry, the fullest measure of co-operation in the administration and work, in the national interests, and with a view to the increased well-being of all employed therein.

The Council may consider matters that fall within the scope of this general definition, except such as are specifically reserved as the exclusive functions of a Trade Joint Council.

The composition of the Ministry of Supply Joint Industrial Council is given at Appendix IV.

#### 72. Local Machinery

The Industrial Council is responsible for arrangements for setting up and adjusting local machinery by way of works, shop or other committees for consultation. This local machinery may take the form of a Whitley Committee or of a Shop Stewards' Committee and a Joint Factory Committee. It has been agreed that the Joint Factory Constitution be adopted throughout the Royal Ordnance Factories.

#### 73. Industrial Council Agreements

Copies of memoranda authorising the operation of Agreements made by this Ministry with the Headquarter Trade Unions are supplied for information to the parties to the Agreement. If the Agreement has been made

with the Headquarter Trade Unions at a meeting of the Joint Co-ordinating Committee for Government Industrial Establishments or the Ministry of Supply Joint Industrial Council, copies are addressed to the Joint Secretary, Trade Union Side, Ministry of Supply Joint Industrial Council. If the Agreement has been made with the Headquarter Trade Unions either separately or at a meeting of the Engineering Trades Joint Council or the Miscellaneous Trades Joint Council, copies are sent direct to the Trade Unions concerned. The distribution list on each memorandum shows clearly whether the memorandum has been issued to the Trade Union Side or to particular Trade Unions.

#### 74. Notification of District Officers

When it is found necessary to convene meetings of shop stewards or of local Whitley or Joint Factory Committees to discuss local aspects of industrial agreements made by the Ministry with the Headquarter Trade Unions, the head of the establishment will communicate with district officers of Trade Unions to afford them the opportunity of attending the discussion.

#### 75. Whitley Committees

A typical constitution of an Industrial Whitley Committee is given in Appendix V.

(a) *Chairman of the Committee.* In the absence of the regular Chairman of an Industrial Whitley Committee, the chair will be taken by another member of the Official Side, appointed by the Chairman to deputise for him.

(b) *Minutes.* Each member of the local Committee should receive a copy of the minutes for his confidential information. An agreed summary, approved by the Chairman, will be posted on the official notice boards and on workers' notice boards. Any information broadcast or given on wall sheets must be limited to matters printed in the agreed summary.



## 76. Trade Union Representation

Whitley representation is definitely and exclusively a form of Trade Union representation. The recognition of shop stewards is not inconsistent with the existence of an Industrial Whitley Committee.

## 77. Joint Factory Committee

A typical constitution for a Shop Stewards' Committee and a Joint Factory Committee is given in Appendix VI.

## 78. Shop Stewards

All organised workers may have representatives known as shop stewards to act on their behalf.

The appointment of shop stewards will be determined by the Trade Union concerned covering as far as possible the various shops, departments and sections of the establishment and each Trade Union may have such shop stewards.

Shop stewards will be subject to the control of the Trade Unions and will act in accordance with the rules and regulations of the Trade Unions.

No shop steward will be recognised in advance of the written approval of the Trade Union concerned, expressed through the appropriate district officer of that Trade Union.

## 79. Facilities Afforded to Shop Stewards

Shop stewards will be afforded facilities to deal with questions raised in the shop, department or section in which they are employed. In all other respects they will conform to the same rules and regulations and working conditions of the establishment as other industrial workers.

Shop stewards when conducting official business as provided for in this Handbook and the constitutions of individual joint industrial committees may be paid at plain time rates for the period so spent during normal working hours.

## 80. Facilities for Holding Trade Union Meetings of Workers

Representatives of the customary Trade Unions may be given reasonable facilities for holding meetings in the canteens or other suitable premises, outside working hours, to discuss legitimate and recognised Trade Union affairs.

## 81. Avoidance of Disputes : Local Procedure

The functions of shop stewards in so far as they are concerned with the avoidance of disputes will be exercised in accordance with the following procedure :—

(a) A worker or workers desiring to raise any question in which they are directly concerned will, in the first instance, discuss it with their foreman.

(b) Failing settlement, the question may be taken up with the foreman by the appropriate shop steward and one of the workers directly concerned ; which failing, then with the shop manager and, if necessary, with the manager in company with the appropriate shop steward, the labour department being represented at these and later stages ; after which, failing agreement, to the head of the establishment with the Trade Union Secretary, or the convenor of the Trade Union concerned.

(c) Failing settlement under this procedure of any matter appropriate to the Depot (Industrial Whitley) Committee (see Appendix V) the dispute may be referred to that Committee.

or

Failing settlement, the question may at the request of either party be referred to the Joint Factory Committee (see Appendix VI). At the meetings of said Joint Committee the district officer of the Trade Union or Unions concerned may attend and present the case.

or

Where there is no Joint Factory Committee and where settlement of a dispute on any trade question has



not been reached by this procedure, the question may be referred by either party to a meeting with the head of the establishment at which the district officer may present the case.

## 82. Avoidance of Disputes : Reference to Headquarters of Trade Unions or of Ministry of Supply

The following procedure will be adopted for reference of disputes to the Headquarters of the Trade Unions or of the Ministry of Supply.

(a) In the event of any matter appropriate to the Depot (Industrial Whitley) Committee not being decided locally, it will be open to either side to refer it to the appropriate Side of the Ministry of Supply Joint Industrial Council through the usual channels.

or

(b) Failing settlement at the Joint Factory Committee by the procedure given in 81 (b), a question affecting more than one Trade Union will be referred by the Trade Union Secretary of the Joint Factory Committee direct for consideration to the Joint Secretary, Trade Union Side, of the Headquarter Joint Industrial Council and to the Joint Secretary, Official Side of that Council by the head of the establishment. The Trade Union Secretary will send a copy of each such communication to the district officers of the Trade Unions concerned. A question affecting one Trade Union only will be referred direct for consideration to the Headquarters of the Trade Union concerned, and to the Ministry of Supply, G.L.5, by the Trade Union's district officer, and the head of the establishment respectively.

or

(c) Any dispute which has not been discussed at either a local Depot or a Joint Factory Committee may be referred direct for consideration to the Headquarters of the Trade Union concerned and to the Ministry of Supply by the district officer of the Trade Union and the head of the establishment respectively.

## 83. Joint Production Committee

Joint Production Consultative and Advisory Committees have been established for the regular exchange of views between the management and the workers on matters relating to the improvement of production, to increase productive efficiency, and to make recommendations. A Central Committee was established to give guidance and instructions in the inauguration and functioning of these committees, to co-ordinate the work done by them and to be the central body representing the Ministry of Supply and the Trade Unions in connection with the operation and work done by these committees.

The constitution of the Central Committee and of a model Joint Production Consultative and Advisory Committee has been issued in booklet form and is given in Appendix VII.

## 84. Apprenticeship Committee

A Headquarter Sub-committee of the Ministry of Supply Joint Industrial Council has been established to observe and advise on all matters concerning the recruitment, training, education and vocational guidance of apprentices in all the Ministry's establishments.

## 85. Payment for Attendance at Meetings

Payment to worker members for the time spent in attending meetings of local joint committees is provided for as stated in the various agreements made for the setting up of these local committees.

## 86. Constitutional Responsibility

The existence of Joint Councils, Committees, etc., of representatives of the Department and of Trade Unions, does not relieve the Government (and therefore the Department) of responsibility to Parliament.



## SECTION XIII

### SICKNESS, ACCIDENTS, ETC.

#### 87. Sick Pay

Sick leave with pay may be granted under certain conditions to industrial employees (including part-time employees who work regularly not less than 18 hours per week if otherwise eligible) (see Appendix X).

Subject to the above paragraph, employees may be allowed unpaid certified sick leave without any time limit, provided there is a reasonable prospect of their eventual return to regular duty.

#### 88. Notification of Sickness

If sick an employee must notify the establishment by forwarding a doctor's certificate not later than the fourth day of absence, failing which he may be treated as an absentee. Employees' panel certificates may be used for this purpose, and will be returned to the employee.

Before resuming work an employee must produce a certificate of fitness from his doctor.

An industrial employee may in certain circumstances be required by the management to submit to medical examination or to furnish a medical certificate for retention by the management. The cost of such certificate will be defrayed by the Ministry.

#### 89. Sick absence due to Vaccination and/or Inoculation

Up to one week's special leave with full pay at plain time rate, *less* any National Insurance benefit, may be granted subject to medical certification of unfitness for duty where vaccination and/or inoculation is carried out at the direct instance of the Ministry, e.g., where recommended by a departmental Medical Officer, or is required as a condition of entry or of employment, or before going abroad.

Such special leave will not reckon against the employee's normal paid sick leave entitlement.

Certified absence in excess of 1 week, and cases not satisfying the conditions set out above, will be treated as ordinary sick absence.

#### 90. Infection

Employees who have been in contact with infectious disease must notify the head of the establishment, who will request the medical officer to enquire into the case. Where quarantine is advised by the medical officer, employees will receive full pay during the period of medical certification.

#### 91. Reporting of Accidents

All accidents, however trivial, or the onset of industrial disease (e.g., dermatitis) considered to be due to the nature of employment, should be reported at once to the foreman or other supervisory grade, and should be entered in the Accident Book which is provided for the purpose. Non-compliance with this rule may result in delay or the loss of Injury Benefit. It is in the interest of the employee to report to the surgery or medical officer, if so instructed.

#### 92. Injury Compensation

##### (a) *Cases arising on and after July 5th, 1948.*

(i) *General.* Compensation for injury by accident at work occurring on and after July 5th, 1948 will be dealt with under the National Insurance Industrial Injuries Scheme. Disablement on account of prescribed industrial disease will be similarly dealt with if the disease arises from conditions of employment commencing or continuing after July 5th.

(ii) *Claims and Payments.* Claims will be dealt with, and any necessary payments will be issued by, the local National Insurance Office, to whom application should be made in the same general way as for National Insurance Sickness Benefit.



(iii) *Medical Examination and Related Travelling, etc., Expenses.* When employees are required by the local National Insurance Office to undergo special medical examination, any claims for travelling and other allowances (including compensation for loss of working time) should be addressed to the Insurance Office.

(iv) *Medical and Hospital Treatment and Related Travelling, etc., Expenses.* Treatment for all disabilities (including industrial injury and industrial disease) is available as part of the National Health Service. If the local National Insurance Office require that treatment be undertaken in connection with the issue of Injury, etc., Benefit, that Office may pay any necessary travelling expenses (subject to any employer payment—see also para. 93) and compensation for loss of working time. Travelling expenses may also be paid by the National Health Service authorities in respect of treatment received otherwise than under the direction of the National Insurance Office. Any such claims should be addressed to the local National Insurance Office or to the Hospital Almoner, as the case may be.

(b) *Pre-July 5th, 1948 Cases.*

(i) *General.* Compensation in cases where the injury or disease occurred before July 5th, 1948 and any claims subsequently made for initial or renewed incapacity resulting from accidents prior to that date will continue to be regulated by the Workmen's Compensation Acts or the Government Scheme of Workmen's Compensation or the Injury Warrants, as applicable.

(ii) *Claims and Payments.* Claims in these cases will be dealt with by the Ministry of Supply through the head of the establishment, and any Workmen's Compensation payments will be made by the Establishment or its Pay Office.

(iii) *Medical Examination and Related Travelling, etc., Expenses.* An employee claiming, or in receipt of, Workmen's Compensation is under obligation to submit himself to such medical examination as may be from time to time required by the Ministry of Supply. If he is so required, any necessary travelling and subsistence allowances may be paid on the scale laid down in the Code of Industrial Travelling Rules. In addition, any remunerative working time lost through the examination may be paid for at common time (day rate).

(iv) *Medical and Hospital Treatment and Related Travelling, etc., Expenses.* Treatment is available under the National Health Service as explained above in sub-para. (a) (iv). Where it is necessary for an employee to have time off for occasional or intermittent treatment necessitated by accident at work or industrial disease for which compensation is or would be payable by the Ministry of Supply, payment may be made for each approved visit at common time (day rate) for the period of necessary absence up to a maximum of one day's pay subject to adjustment in respect of any payment issuable by the National Insurance authorities. Subsistence allowance may also be issued at the rates laid down in the Code of Industrial Travelling Rules, and travelling expenses may be paid, if or in so far as they are disallowed by the National Health Service authorities, upon production of the official notification of disallowance.

**93. Leave to undergo prescribed medical treatment**

At the discretion of heads of establishments, up to one day's special leave with pay at plain time rate may be granted to an employee on each occasion he is required to undergo prescribed medical treatment (including dental and ophthalmic treatment) which is shown not to be obtainable except during working hours.



Such leave will not be regarded as sick leave and will not reckon against the employee's paid sick leave entitlement.

Where the employee is required to attend for prescribed treatment at regular intervals involving on each occasion a complete day's absence from work he may be eligible to receive some sickness benefit from the Ministry of National Insurance. Any such benefit will be taken into account when assessing the payment to be made to the employee.

**94 to 96.** Cancelled by Amendment List No. 1.

#### **97. Compensation for Loss or Damage to Personal Effects**

While the Department accepts no liability for employees' lost or damaged personal effects, ex-gratia payments may be made where any necessary article of clothing or other private effects are lost or damaged in the course of and as a direct result of employment.

In general, payment will only be considered where it is established that the loss or damage has occurred in unavoidable circumstances through no fault or negligence on the part of the claimant and that the claimant has made every effort to prevent the loss or damage. No payment will be made in respect of money, jewellery or other articles of luxury, nor will the Department accept any responsibility in respect of personal effects left overnight on Departmental premises.

Ex-gratia payment, where made, will be on the basis of a contribution towards the estimated actual value of the article at the time of loss or damage, and will not be the replacement cost.

## **SECTION XIV**

### **TERMINATION OF SERVICE**

#### **98. Length of Notice of Termination of Service**

(a) In common with all other servants of the Crown, industrial employees may have their employment terminated at any time, nevertheless in practice industrial employees, other than those casually employed, who are discharged for reasons other than indiscipline will be given two weeks' notice, or pay in lieu of notice.

(b) An industrial employee wishing to terminate his employment is required to give one week's notice, but shorter notice may be accepted in exceptional cases.

#### **99. Retirement**

(a) *Retirement for Age.* Industrial employees may be retired for age on or after age 60 years. Subject to continuing efficiency, they may be retained beyond that age.

Established industrial employees will not be retained in an *established* capacity beyond age 65 (see Appendix XII, note 2). Certain established employees may be allowed to retire at or after age 50 (see Appendix XII, para. 5).

A redundant established employee aged 60 years or over who refuses transfer (see para. 101 (g)) will be retired for age.

(b) *Retirement on Medical Grounds.* Industrial employees who are permanently medically unfit will be discharged.

In the case of established industrial employees, recommendation to discharge as permanently medically unfit must be submitted to headquarters for consideration and decision before discharge action is initiated.

(c) *Resignation on Marriage.* Established female employees may resign on marriage (see Appendix XII, Para. 10).

*Note.* Except where employment is terminated under para. (a), (b) or (c) above, voluntary resignation

in the case of established employees cancels all previous service and involves forfeiture of all superannuation rights.

### 100. Reduction of Establishment : Notification of Trade Unions

The head of the establishment will notify any substantial reductions to district officers of Trade Unions and convenors of shop stewards or other representatives of the employees.

### 101. Reduction of Establishment

(a) *Order of Release.* On reduction of establishment a nominal roll will be prepared of employees who by reason of their special skill, experience or abilities, are necessary to the continuance of efficient production, and who will not be discharged. Other employees will be released in the following order :—

- (i) Volunteers in order of seniority, other than those whose names appear on the nominal roll.
- (ii) Employees of 65 years and over will be discharged irrespective of length of service.
- (iii) Other employees according to juniority (i.e., other considerations being equal, the last in will be the first out). Separate juniority lists will be prepared for men and women and the number of discharges from each list will be adjusted to conform with the policy of the Ministry as indicated in Section I, para. 10.

If a surplus of labour is caused by the reinstatement of a returning Serviceman, the surplus will be resolved in accordance with the foregoing order of release.

(b) *Transfers to Parent Factories.* Employees who have been transferred during the war from another industrial establishment of the Ministry of Supply may be considered for re-transfer to the parent factory on

redundancy, provided that there is work available at the parent factory of the class on which they have been engaged.

(c) *Position of Dilutees on Reduction of Establishment.* Dilutees will be relegated to non-skilled employment or discharged before skilled workers are discharged as redundant. Such relegated workers will take ordinary seniority in the list for further consideration for retention or discharge as the case may be.

(d) *Reinstated Ex-servicemen* (see Section II). All cases of proposed discharge during the period of reinstatement should be referred to Headquarters (G.L.5) before any action is taken.

(e) *Registered Disabled Persons* (see Section III). A registered disabled person will be discharged under normal redundancy procedure provided that the percentage of disabled persons in the establishment does not fall below the fixed quota.

(f) *Terms of Discharge on Redundancy.* All employees discharged under this procedure will be shown as discharged on reduction of establishment.

(g) *Established Employees.* Redundancy which cannot be resolved by the discharge of unestablished employees under (a) to (e) above, or by voluntary transfer among established employees, may necessitate compulsory transfer of established employees to another Government establishment, not necessarily in the Ministry of Supply.

### 102. Pensions, Gratuities and other Superannuation Benefits

The awards of pensions, gratuities and other superannuation benefits to established and unestablished industrial employees and their dependants are governed by the Superannuation Acts, 1834–1949. (See Appendix XII.)



### 103. Certificate on Discharge

A certificate of conduct and ability will be given to an employee on discharge. References in any other form or personal testimonials will not be given to employees.

## SECTION XV ESTABLISHMENT

### 104. Eligibility for Establishment

Full time adult employees may under certain conditions be eligible for establishment. (See Appendix IX.)

The awards of pension benefits and other superannuation benefits to employees and their dependents are governed by the Superannuation Act, 1948. (See Appendix IX.)

### 105. Pensioners, Creditors and other Superannuation Elements

(a) Employees who are pensioners with credit under the Superannuation Act, 1948, may, under certain conditions, be eligible for establishment. (See Appendix IX.)

(b) Employees who are creditors of the establishment may, under certain conditions, be eligible for establishment. (See Appendix IX.)

(c) Employees who are other superannuation elements may, under certain conditions, be eligible for establishment. (See Appendix IX.)

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## APPENDIX I

RESETTLEMENT OF APPRENTICES—  
NATIONAL SERVICE

Under current arrangements (operative since 1st January, 1947) apprentices have the option to secure deferment of National Service until they have completed their apprenticeship. In cases where an apprentice elects to undertake a period of National Service during apprenticeship notwithstanding the deferment option, the following terms will apply:—

(1) *Period of Apprenticeship.* Apprenticeship will not be completed until the full unexpired period of the original apprenticeship has been served, *unless*, during his National Service the apprentice has worked at his trade and has received training comparable with that which he would have received if he had remained with his employer. Where an apprentice has worked at his trade and received comparable training to that provided in the establishment, time so spent shall count as part of the apprenticeship on production of proof as to the nature of the work, training received, and time so spent.

(2) *Wages.* The full adult skilled rate will not be payable until the interrupted apprenticeship has been completed. During apprenticeship the rates laid down for apprentices according to age or, in the case of South Wales only, according to year of apprenticeship, will apply.



# MEMORANDUM OF AGREEMENT

Dated 24th November, 1939

BETWEEN

THE MINISTRY OF SUPPLY

AND

THE AMALGAMATED ENGINEERING  
UNION

## TEMPORARY RELAXATION OF EXISTING CUSTOMS AS TO EMPLOYMENT OF SKILLED MEN, MEMBERS OF THE A.E.U., TO PROVIDE FOR WAR CONDITIONS

It is hereby mutually agreed :—

1. In order to supplement skilled manpower in Ministry of Supply establishments, where it can be shown that skilled men are not available and production is prejudiced, it is agreed that an alternative class of worker may be employed on jobs hitherto done by such skilled men under reservations to be mutually agreed.

2. Supplementary to this, semi-skilled labour may be utilised for the purpose of working with skilled men or under their direction, or of performing such duties as may supplement the work of the skilled men.

3. In the case of machining, the Ministry of Supply shall be entitled to employ men of a semi-skilled character on machines previously operated by skilled men under reservations previously referred to.

4. These reservations shall include that a register of standard type shall be kept of changes made under this agreement and an undertaking shall be given by the Ministry of Supply that, as and when skilled labour becomes available, restoration to the pre-agreement practice shall be made.

Any change so registered shall not be taken into account in considering demarcation claims.

5. The procedure for operating this agreement shall be as follows :—

- (a) An application for a change of practice shall be considered by a local joint Committee including representatives of the Ministry of Supply establishment concerned and local representatives of the A.E.U., whose agreements shall be effective, subject to confirmation at a later stage by a Central Committee at the Ministry of Supply consisting of representatives of the Department and of the A.E.U.
- (b) Failing agreement by the local joint Committee the matter shall be referred for consideration by the Central Committee mentioned in (a) above.
- (c) Changes made under this agreement shall be registered by the Ministry of Supply on a standard form and a copy of such registration supplied to the worker or workers affected and to the local representative of the Union and the Executive Council of the A.E.U.

# MEMORANDUM OF AGREEMENT

between

THE OFFICIAL AND TRADE UNION SIDES  
of the

JOINT CO-ORDINATING COMMITTEE FOR  
GOVERNMENT INDUSTRIAL ESTABLISHMENTS

## CODE OF INDUSTRIAL TRAVELLING RULES

IT IS AGREED that the following code shall apply with effect from the beginning of the first full pay period following the 1st March, 1952, to industrial employees of any of the Government Departments covered by the Joint Co-ordinating Committee (with the exception of those industrial employees whose conditions of service in these respects are regulated in accordance with outside trade agreements), when sent away on temporary detached duty within the United Kingdom as a result of which additional expenses are necessarily incurred. When claiming allowances at regulated rates employees are not generally called upon to show that they have incurred extra expense to the amount claimed: nevertheless the basic underlying principle of subsistence allowances is to meet extra expense incurred through absence on duty, and they are not part of an employee's pay.

This code applies only to temporary detached duty. There are separate regulations governing the payment of allowances to employees on transfer.

This agreed code supersedes and cancels all previous agreements and departmental rules. It is subject to revision or supersession on three months' notice given by either of the parties to the agreement.

### PART I. DETACHED DUTY INVOLVING OVERNIGHT ABSENCE

#### (a) Rates and Conditions of Payment of Night Subsistence Allowances

1. Night rates of subsistence allowance are payable to an employee for a period of absence on temporary detached duty necessitating absence at night from home, i.e., from his usual place of residence. A night allowance covers a complete period of 24 hours reckoned from the time of departure from home or usual place of duty, though it will not be reduced

for a total absence of less than 24 hours if it has been necessary to take accommodation away from home. Payments are at the rates shown in paras. 2, 3 and 4 below.

2. The rate of 20s. a night will be paid during the first week of absence.

3. During the second to the fourth week (inclusive) of absence the rate payable will be 15s. a night.

4. During the fifth to the fifty-second week (inclusive) of absence the nightly rates shown in the following table will be payable.

Period	(i) Married man (or other employee with equivalent responsibilities for dependants) while separated from and continuing to maintain elsewhere, dependants with whom he normally resides	(ii) Married man (or other employee with equivalent responsibilities for dependants) who has continuing liabilities or excess liabilities after he has been joined by dependants at the place of detached duty	(iii) All other employees
5th to 52nd weeks (inclusive)	7s.	3s.	3s.

#### (b) Breaks in Tours of Detached Duty

5. A tour of detached duty may be broken by secondary detached duty elsewhere, by return to the home station, or by absence during annual leave or sick leave, involving absence at night from lodgings. Such breaks and subsequent return to the first place of detached duty\* will be treated as in the following two paragraphs.

\* NOTE :—(a) Where the absence is due to annual leave or to sickness, the "first place of detached duty" in this section denotes "the place of detached duty."

(b) Absences due to any other reasons will not be considered as breaks.



6. If the break is occasioned by secondary detached duty elsewhere, the allowances payable in respect of the place of secondary detached duty will be the standard rates shown at paras. 2, 3 and 4.

7. In respect of the first place of detached duty allowances will be payable as follows:—

- (i) Breaks which occur before the completion of one full week at that station.

No allowances will be paid during the break. The return to the first place of detached duty after an absence of more than 3 nights will be treated as the beginning of a new tour of duty. Where, however, the absence has been of 3 nights or less, the period after return will be treated as though it had been continuous with the period before the break.

- (ii) Breaks which occur after the completion of one full week at that station and last not more than 7 nights.

The appropriate rate under paras. 3 or 4 will continue during the break to cover retention of lodgings at the first place of detached duty. On return to the first place of detached duty the employee will be treated as though he had been continuously at that station.

- (iii) Breaks which occur after the completion of one full week at that station and last more than 7 nights but not more than four weeks.

- (a) If it is known that the employee will return to the first place of detached duty within four weeks, payment of allowances under paras. 4 (i) or (iii) will cease but he will make arrangements for the retention of his lodgings and will be paid 12s. 6d. a week (1s. 10d. a night for odd nights beyond any complete week's period) during the break. On return to the first place of detached duty he will be treated as though the period of duty after return had been continuous with the period of duty before the break.

If he is in receipt of an allowance under para. 4 (ii) at the first place of detached duty, that allowance will continue during the break, but on return to the first place of detached duty he will be treated as though he had been continuously at that station.

- (b) If it is not known whether the employee will return to the first place of detached duty within four weeks, allowances under paras. 4 (i) or (iii) will cease. Such an employee will, on return within four weeks to the first place of detached duty, be paid the rates at paras. 2 and 3 during the first four weeks after return, and thereafter he will be treated as though he had been continuously at that station.

If, at his first place of detached duty, the employee was, however, in receipt of an allowance under para. 4 (ii), that allowance will continue during the break until the employee is able to arrange for his dependants either to return home, or to join him at his place of secondary detached duty. On returning within four weeks to the first place of detached duty, such an employee will be treated as though he had been continuously at that station, if there has been no interruption of payment of the allowance under para. 4 (ii). If, however, payment of the allowance has been discontinued the employee, on return to the first place of detached duty, will resume entitlement to allowances under paras. 2 and 3 during the first four weeks after return and will, thereafter, be treated as though he had been continuously at that station.

- (iv) Breaks which occur after the completion of one full week at that station and last more than four weeks.

Allowances under paras. 4 (i) or (iii) will cease, but return to the first place of detached duty will be treated, for such an employee, in every respect as the beginning of a new tour of duty.

If, at the first place of detached duty, the employee was in receipt of an allowance under para. 4 (ii), payment of that allowance will continue until the employee is able to arrange for his dependants either to return home or to join him at his place of secondary detached duty, for a maximum period of three months. On return to the first place of detached duty such an employee will be treated as though he were beginning a new tour of duty, but only if there has been an interruption of payment of the allowance under para. 4 (ii) in respect of that station; if there has been no interruption of payment the employee will be treated as though he had been continuously at that station.



**(c) Payment of Fares**

(Applicable to employees on detached duty receiving allowances under Sections (a) and (b) ).

8. Fares will be paid for an employee's journey from his existing place of duty (or his home) to a place of detached duty involving absence at night from home and back at the end of the tour of detached duty.

9. Fares may be paid to married men or those with equivalent responsibilities for a visit home nine times annually from the date of commencement of detached duty and, to others, for a visit home three times annually from the date of commencement of detached duty.

Payment of fares should normally be allowed not more frequently than once a month to married employees and not more than twice in any period of six months to single employees.

10. Fares may be paid to an employee who has to return home by reason of his sickness, while on detached duty involving absence at night from home, and back, if necessary, on resumption of detached duty.

11. The fares of an employee's wife or other dependants with whom the employee normally resides, may be paid to enable them to rejoin him at a place of detached duty involving absence at night from home for four weeks or more and to return on completion of the tour of detached duty.

An employee who is joined by his wife or other dependants at the place of detached duty will cease to be eligible for the payment of fares under para. 9 above.

12. If an employee who has been joined by his wife and/or other dependants with whom he normally resides, is sent on secondary detached duty elsewhere for a period which is either indeterminate or more than four weeks (under para. 7 (iii) (b) or (iv) fares may be paid to enable them to accompany or follow him or to return home.

13. The fares payable will be the cost of travel by public conveyances, but not by taxis. Rail fares will be those for 3rd class travel ; booking fees and gratuities to porters, etc., will not be admissible.

**(d) Rates and Conditions of Payment for Travelling Time**

14. Travelling time will be paid for those journeys by an employee for which fares are payable under paras. 8 and 10 above.

It will not be paid for those journeys for which fares are payable under para. 9 except for two journeys taken in connection with annual leave.

15. Travelling time will be paid for the actual time necessarily spent on the journeys, within a maximum of eight hours outside the normal working hours on any one day. On Saturdays or Sundays, travelling time up to eight hours outside the hours of an ordinary working day will be admissible.

16. Travelling time payments will be at the common time rate for the grade in which the traveller is normally employed ; Sunday travel, however, will be paid for at the rate of time and a half. Where, however, the travelling is itself the detached duty (e.g., where a lorry driver is engaged on driving duties, a driver's mate is attending a vehicle on the road, or an employee is travelling by train for the purpose of accompanying stores), it will be paid for as working time.

**(e) Travelling during the Night**

17. If an employee necessarily travels during the night on a duty journey payment will be made for travelling time under para. 15. Full rates of night subsistence allowance will be payable unless the employee occupies a sleeper, in which case the allowance will be subject to reduction by one-third. The cost of a third-class sleeper accommodation may be claimed for long-distance overnight travel.

**(f) Visits Home at Week-ends and Holiday Periods**

18. If an employee is required to work at one place of detached duty immediately before and immediately after a week-end, he may remain there over the week-end and the appropriate allowances under paras. 2, 3 or 4 will be payable for the Friday, Saturday and Sunday nights.

19. If he is not required for work during the week-end, and prefers to return home, the Friday, Saturday and Sunday night allowances will nevertheless be paid, but no additional payment will be made in respect of fares or travelling time for the journeys to his home and back, nor for retention of lodgings at the place of detached duty.

20. Week-ends extended by holidays or closed days will be dealt with similarly ; allowances under paras. 2, 3 or 4 being payable for the night of a holiday or closed day.



**(g) Allowances Payable if an Employee remains in his Lodgings when Absent from Work**

21. An employee, on detached duty involving absence at night from home, may be absent from work owing to sickness or annual leave. If he leaves his lodgings he will be dealt with under para. 5. If, however, he remains in his lodgings, he will be dealt with as follows :—

*Sickness*

- (A) If he remains in the accommodation ordinarily occupied there, payment of the appropriate allowance under paras. 2, 3 and 4 will continue provided that :—

- (i) resumption of work can reasonably be expected within three weeks, or
- (ii) a doctor's certificate saying the employee is unfit to travel home is produced.

If the allowance has been continued on the assumption that work will be resumed within a period of three weeks and this period is actually exceeded, Departments may authorise continuance of payment, exceptionally, for a fourth week.

- (B) If it is unlikely that he will be fit to resume work within three weeks, he should return home at the earliest possible moment, if fit to travel (see para. 10).

*Annual Leave*

- (A) For annual leave not exceeding one working week : the appropriate allowances under paras. 2, 3 and 4 will continue.

- (B) For annual leave exceeding seven nights : if an employee who is in receipt of allowances under paras. 2, 3, 4 (i) or 4 (iii) certifies that he remained in his lodgings at the place of detached duty during his annual leave and produces receipts to support his claim, the appropriate allowances under paras. 2, 3, 4 (i) or 4 (iii) may continue throughout the period of leave. If an employee is in receipt of an allowance under para. 4 (ii) that allowance will continue.

**(h) Visits by Wife or Dependants**

22. The wife or dependants of an employee on prolonged detached duty may visit him for periods not exceeding a fortnight without thereby affecting his entitlement to receive

allowances under para. 4 (i). For periods of such visits exceeding a fortnight, allowances under para. 4 (i) will not be payable and employees will be expected to report each such case.

23. Para. 22 above is intended to meet the case of occasional visits. If the visits are frequent, Departments reserve the right to withdraw allowances under para. 4 (i) for the full periods of such visits, or altogether if the wife or dependants can be regarded as having virtually rejoined the employee at his place of detached duty.

**(j) Night Duty**

24. An employee on night duty will be treated like one on day duty. Subsistence Allowance at night rates will not be payable in respect of detached duty at night but will become admissible if he has to take sleeping accommodation away from home during the day. If while on night duty he is on detached duty within a reasonable distance of his home in circumstances which would qualify him for subsistence allowance at day rates he will be dealt with under Section (k).

25. An employee engaged by day or by night on driving or standing-by duties on the road or on accompanying stores by train will be paid day allowances under Section (k) in addition to wages, irrespective of the distance from his home, for any period of less than 24 hours provided that no claim is made for a night allowance in respect of sleeping accommodation taken during that period. For any complete period of 24 hours, night rates will be payable, but day rates will not be paid during the same period.

**PART II. DETACHED DUTY INVOLVING ABSENCE BY DAY**

**(k) Rates and Conditions of payment of Day Subsistence Allowances**

26. An employee is expected to work at his usual place of duty without allowances, and to travel between that place and his home at his own expense and in his own time—but see para. 27.

27. If an employee is required by the nature of his duties to move so frequently that he has no usual place of duty he will be assigned a headquarters normally at the depot or local office to which he reports and from which he receives his



orders, or some other convenient centre in his home area. Such headquarters will, for the purpose of day subsistence allowance regulations, be regarded as his usual place of duty.

28. Within nine miles' radius of an employee's home Departments will normally change an employee's usual place of duty after two months of temporary detached duty.

29. Day rates of subsistence allowance at rates laid down in this Section will be payable for a period of absence on temporary detached duty beyond a radius of three miles from an employee's usual place of duty (as defined above), provided that the place of such detached duty is within nine miles' radius of his home.

30. For secondary detached duty within reasonable daily travelling distance of an employee's place of detached duty, day rates of subsistence will be payable under the conditions laid down in this Section irrespective of any allowances payable under the night subsistence allowance regulations.

31. An employee whose daily travel to a place of detached duty is more than nine miles from his home or lodgings will be treated in accordance with Section (n).

32. Day subsistence allowances are payable, where the nearest gate of the establishment of the place of temporary detached duty is more than three miles radius from the nearest gate of the establishment where the employee usually works, at the rate of 2s. 6d. for absences of five hours or more, but under nine hours, and 6s. for absence of nine hours or more, provided that meals during the period of detached duty are not taken at home.

33. When an employee travels from and returns to his usual place of duty, the reckonable period of absence will be the period away from his usual place of duty.

34. When an employee travels from and returns to his home, the reckonable period of absence will be the period away from home less the normal travelling time required between his home and his usual place of duty.

35. For the day of return from a tour of detached duty involving absence at night from home, an allowance of 2s. 6d. will be paid if the total period of absence on that day is five hours or more and 6s. if the total period of absence is nine hours or more. The period of absence will reckon from

the expiration of one or more complete periods of 24 hours from the commencement of the outward journey from home or usual place of duty at the home station.

#### (l) Payment of Fares

36. No fares are payable between an employee's home and usual place of work at his home station nor between his lodgings at a place of detached duty and his usual place of work at that station (except in so far as an Assisted Travel Scheme may be in operation at the establishment in question).

37. For travelling on duty to a place other than the usual place of work, fares (limited to the cost of the cheapest means by which the duty can be efficiently performed) will be paid as follows :—

(a) When an employee travels from and returns to his usual place of duty, the fares admissible will be those for the journey from and to his usual place of duty.

(b) When an employee travels from and returns to his home, the fares admissible will be those for the journeys from and to his home less the fares normally incurred between home and usual place of duty.

(c) If an employee at a Government Industrial Establishment normally cycles to his usual place of work, and if he is required to travel on duty to a place other than his usual place of work in circumstances to which the provision of the previous sub-paragraph would apply, the cost of the journey from his home to his usual place of work will be assessed at the rate of  $\frac{1}{2}$ d. per mile for the purpose of calculating "the fares normally incurred between home and usual place of duty."

38. Gratuities to porters, etc., and booking fees will not be admissible.

#### (m) Rates and Conditions of Payment for Travelling Time

39. No payment will be made in respect of travelling time between home and usual place of work at the home station, nor between lodgings at a place of detached duty and the usual place of work at that station (except in so far as special arrangements for payment may have been made with due authority).



40. For travelling on duty to a place other than the usual place of duty, travelling time will be paid as follows :—

- (a) When an employee travels from and returns to his usual place of duty, the reckonable time for which travelling time payment will be made will be the time necessarily spent on the journeys from and to his usual place of duty.
- (b) When an employee travels from and returns to his home, the reckonable time for which travelling time payment will be made will be the time necessarily spent on the journeys from and to his home less the time normally spent on the journeys between home and usual place of duty.

41. The rates at which admissible travelling time will be paid are as follows :—

- (a) An employee who is required to travel in the service of his Department and does so as a passenger without any duties to perform while travelling, shall be paid for the time taken on such journeys outside his normal hours of duty on week-days at time and a quarter, and for all time between midnight on Saturday and midnight on Sunday at time and a half.
- (b) An employee who is required to travel on journeys in which he travels with duties to perform while travelling, shall be paid for the time so spent at the appropriate rates for ordinary time, overtime or work on Sunday as the case may be.

(n) **Option to Travel Daily to a Place of Detached Duty for which a Change of Residence would be Reasonable**

42. If an employee is sent away on temporary detached duty for a period of two consecutive days or more to a place which is outside nine miles radius of his home (his lodgings in the case of secondary detached duty involving absence at night from home) and outside three miles radius of his usual place of work, a change of residence will be regarded as reasonable.

43. If the employee takes fresh accommodation at such a place of detached duty, his case will be considered under the regulations governing night rates of subsistence allowance.

44. If the employee travels daily on five or more consecutive working days to such a place of detached duty, day

allowances under Section (k), fares under Section (l), and travelling time under Section (m), will be payable subject to an overriding maximum payment of an amount equal to the amount which would have been admissible had the employee remained at the place of detached duty at night.

45. Daily travel from home will be permissible only where it can be undertaken without reducing the normal working hours at the detached duty station.

46. Detached duty to a place beyond nine miles' radius of his home (or lodgings) for a period of less than five consecutive working days which can reasonably be performed without night absence from home will be dealt with on the same basis as detached duty within nine miles' radius under Section (k), (l) and (m) without the limitation referred to under para. 44.

(o) **Assimilation**

47. Employees who are on detached duty necessitating absence at night from home at the date when this agreement comes into operation will enter the new Scheme at the point which they would have reached had it been in force at the commencement of their present tour of duty.

*Signed on behalf of the Official Side of the Joint Co-ordinating Committee for Government Industrial Establishments :—*

A. J. D. WINNIFRITH,  
Chairman.  
V. BOVENIZER.  
R. G. SHEPPARD,  
Joint Secretary.

*Signed on behalf of the Trade Union Side of the Joint Co-ordinating Committee for Government Industrial Establishments :—*

W. D. GOSS,  
Vice-Chairman.  
HARRY W. CRANE,  
Joint Secretary.  
JOHN P. BISHOP.  
J. E. HERITAGE.  
A. E. SOONES.  
H. J. HANCOCK.  
E. IRWIN.  
G. F. COOK.  
W. HUTCHINSON.

1st March, 1952.



## MINISTRY OF SUPPLY INDUSTRIAL COUNCIL, CONSTITUTION

### Objects

1. **GENERAL OBJECT.** To secure, by means of regular joint discussions between official representatives of the Ministry of Supply and representatives of the Trade Unions having members employed in the Industrial Establishments of the Ministry, the fullest measure of co-operation in the administration and work in the national interests, and with a view to the increased well-being of all employed therein.

It will be open to the Council to consider any matters that fall within the scope of this general definition except such as are specifically reserved as the exclusive functions of a Trade Joint Council. Among its more specific objects will be the following :—

2. Regular consideration of working conditions in the Department's Industrial Establishments.

3. The consideration of measures for regularising production and employment.

4. The consideration of the methods by which the above objects can best be secured, and of local and other machinery for the settlement of differences between different parties in the various establishments, with the object of securing the speedy settlement of difficulties.

5. The collection, as required, of statistics and information on matters relevant to the work of the various establishments.

6. The consideration of the best means of securing the highest efficiency of the Ministry's establishments, including inventions, and any improvements in machinery, methods or organisation by which this can be attained ; to secure that such inventions or improvements shall give to each party a fair distribution of the benefits derived from the increased efficiency ; the utilisation to the fullest extent of the practical knowledge and experience of the workpeople, and the creation of facilities for such knowledge to receive adequate consideration.

7. The maintenance of a high standard of health among the workers in the various establishments, and the consideration of problems relating to welfare, industrial fatigue, factory and workshop equipment, etc., in their relation to health and efficiency.

8. The consideration of the conditions of entry into, and training in the various establishments concerned, in conjunction with the Trade Joint Councils where necessary, and of educational questions in relation thereto.

9. The consideration of matters of a general nature, such as sick absence, holidays, retirement and superannuation.

10. The consideration of arrangements for setting up and adjusting local machinery by way of works, shop or other committees to deal with any or all of the above matters, and the consideration of matters referred to the Council by such committees.

11. Co-operation with other Departmental Joint Councils or with Trade Joint Councils, or with Joint Industrial Councils in private industry, where necessary, to deal with matters of common interest.

## CONSTITUTION

### 1. Membership

The Council shall consist of 30 members appointed as to the Official Side by the Ministry of Supply, except as to one representative appointed by the Ministry of Labour and National Service, and as to the Employees' Side by the Trade Unions having members employed in the various establishments.

Official Side :—		No. of Representatives
Ministry of Supply . . . . .		14
Ministry of Labour and National Service . . . . .		1
<b>Total . . . . .</b>		<b>15</b>
<b>Employees' Side :—</b>		
Engineering . . . . .		6
Building . . . . .		1
Miscellaneous . . . . .		2
General Labour . . . . .		6
<b>Total . . . . .</b>		<b>15</b>



Provided that there need not necessarily be equality in the number of members of the respective sides, and that, so far as the Ministries and the Trade Unions consider necessary, adequate provision is made by the constituent bodies for the appointment of persons directly connected with the various establishments under the Ministry. It shall be open, however, with the permission of the Council, for a national or local representative of any constituent body, other than a member of the Council, to attend a meeting in a consultative capacity.

Provided also that at any time after the expiration of six months from the date of the first meeting of the Council, on the request, of which one calendar month's notice shall be given, of the Ministry of Supply or of any constituent Trade Union on the Employees' Side; a General Meeting of the Council may be convened to consider and approve the redistribution of the nominations amongst the constituent bodies, provided, however, that one side can call only for a revision of its own representatives.

Ordinarily the Treasury will not be represented upon a Departmental Joint Council, but when any item appears upon the Agenda which, in the opinion of the Chairman, involves an important matter for the consideration of the Treasury, he shall make arrangements for that Department to be represented at the meeting of the Council.

Provided also that when giving notice of a motion it shall be open to a member on the Employees' Side to request the Chairman to arrange for the attendance of a Treasury representative.

## 2. Re-Appointment

The representatives first appointed shall serve for one year from the date of the first meeting, and shall be eligible for re-appointment by the Ministry of Supply (or Ministry of Labour and National Service) or Trade Unions as the case may be. Casual vacancies shall be filled as they occur, in the same manner as the original appointment, the member so appointed sitting for the remainder of the current term of the Council.

Provided, however, that where a representative cannot attend a meeting of the Council, an accredited deputy may be sent by the Ministry of Supply (or Ministry of Labour and National Service) or the Trade Union concerned.

## 3. Committees

The Council may delegate special powers to any committee it appoints. It may appoint a General Purposes Committee to deal with urgent matters or with such other questions as may be so disposed of without prior submission to the Council, and may appoint such other Standing, Sectional or other Committees as may be necessary. The Reports of all committees shall be submitted to the Council for confirmation.

The Council shall have power to appoint on committees, other than the Executive Committee, such persons not necessarily being members of the Council as may serve the special purposes of the Council.

## 4. Co-opted Members

The Council may allow committees other than the Executive Committee to co-opt such persons of special knowledge not being members of the Council as may serve the special purposes of the Council.

## 5. Officers

**Chairman.** The Chairman shall be a member of the Council appointed by the Minister.

The Vice-Chairman shall be a member appointed by the Employees' Side of the Council.

In the absence of the Chairman, a Chairman shall be appointed by and from the members present at the meeting.

**Secretaries.** A Secretary shall be appointed from each side of the Council. The necessary clerical assistance required at meetings of the Council shall be provided by the Ministry.

## 6. Meetings of the Council

The ordinary meetings of the Council shall be held as often as necessary and not less frequently than once a quarter. The meeting held in the third quarter of the year shall be the annual meeting. An agenda shall be circulated to all members not less than 7 days prior to each meeting of the Council.

A special meeting of the Council shall be called within 14 days by either Secretary on the receipt of a requisition from the Secretary of the other side. The matters to be discussed at a special meeting shall be stated upon the notice summoning the meeting.

## 7. Voting

Decisions of the Council shall normally be by agreement, but a vote may be taken by a show of hands or otherwise as may be determined. No resolution shall be regarded as carried unless it has been approved by a majority of the members present on each side of the Council.

## 8. Quorum

The quorum shall be a majority of the members of each side of the Council.

## 9. Expenses

The Trade Unions or Groups of Trade Unions shall be responsible for the travelling and other personal expenses of their representatives attending meetings of the Council or its Committees.

## 10. Amendment of Constitution

The "Objects and Constitution" of the Council may be amended at the Annual General Meeting, or at an Extraordinary General Meeting, of the Council. No Amendment shall be made except after notice given, and circulated on the agenda, to the members of the Council at least 14 days prior to the meeting.

# MINISTRY OF SUPPLY STORAGE DEPOT

## INDUSTRIAL WHITLEY COMMITTEE

### I. Agreement

1. It has been agreed with the Headquarter Trade Unions represented on the Ministry of Supply Joint Industrial Council that the Constitution of the Industrial Whitley Committee at Depot X, as set out in Part III of this Memo., should be ratified.

### II. Action

2. This Industrial Whitley Committee should be set up forthwith in accordance with the Constitution and this Department (G.L.5) should be informed through the usual channels, in due course, of the names of the members, Official and Employees' Sides, with grades and, where appropriate, the Trade Unions represented. Copies of this memorandum should be given to the Shop Stewards.

3. A representative of the Regional Labour Management Service will be in attendance at the meetings of the Industrial Whitley Committee.

4. Immediately after each meeting of the local Committee four copies of the minutes should be sent for information to :—

The Joint Secretary,  
Official Side,  
Ministry of Supply Joint Industrial  
Council,  
G.L.5.,  
St. Giles Court,  
1/13 St. Giles High Street,  
London, W.C.2.

### III. Constitution of Committee

#### 5. MINISTRY OF SUPPLY STORAGE DEPOT

##### *Industrial Whitley Committee*

(1) *Objects.* The object of the Committee is to provide a recognised means of consultation between the management and the industrial employees in the Ministry of Supply Storage Depot and :—



- (a) to provide for the employees being given a wider interest in, and greater responsibility for, the conditions under which their work is performed ;
  - (b) to ensure that the regulations contained in collective agreements made on the Ministry of Supply Joint Industrial Council and other appropriate joint bodies are duly carried into effect ;
  - (c) to prevent friction and misunderstanding.
- (2) *Membership*
- (a) *Official Side*—shall consist of X members appointed by the management.
  - (b) *Employees Side*—shall consist of X members representing the Trade Unions. They shall be properly accredited shop stewards and their nomination as Whitley members shall also be approved by the District Officer of the Trade Union concerned.
- (3) *Election of Members.* Only industrial employees who are members of recognised Trade Unions shall be eligible to take part in elections for members of the Employees' Side.
- (4) *Period of Appointment.* The members of the Committee shall be appointed for a period of twelve months and shall be eligible for re-election. Any vacancies occurring during the twelve months shall be filled as indicated in para. 5 (2) above.
- (5) *Quorum.* A quorum shall consist of a majority of members on each side eligible to be present.

*Officers of the Committee—Procedure, etc.*

- (6) *Chairman, etc.* The Chairman of the Committee shall be the Superintendent and the Vice-Chairman shall be appointed by and from the Employees' Side. The Chairman and Vice-Chairman of Sub-Committees shall be appointed by the Official Side and the Employees' Side respectively. Each side of each Committee shall appoint a Secretary. In the absence of a regular Chairman of a Committee, the Chair shall be taken by another member of the Official Side appointed by the Chairman to deputise for him.
- (7) *Co-option.* Either side of a Committee shall have the right to co-opt persons, having a particular knowledge of a

matter under discussion, in a consultative capacity. The addition shall be made only for the period during which the particular question is before the Committee.

(8) *District Officer of Trade Union.* It shall be open for any Trade Union to arrange for the attendance of its District Officer at any meeting of the Committee while business particularly affecting the said Union is under discussion. Any Trade Union taking advantage of this clause shall notify the Secretary of the Official Side.

(9) *Regular Meetings.* Ordinary meetings of the Committee shall be held regularly on specified days, usually not less frequently than once a quarter.

(10) *Special Meetings.* Special meetings of the Committee shall be called at 24 hours' notice, on a request on behalf of one side by its Secretary to the Secretary of the other side. The subject of the meeting shall appear on the notice convening it.

(11) *Meetings to be in Working Hours.* Meetings of the Committee shall ordinarily be held during working hours, by arrangement with the management. Accommodation for holding these meetings will be provided by the management.

(12) *Payment for Attendance.* The employees' representatives shall be paid their earnings lost for time spent at meetings of the Committee.

(13) *Circulation of Agenda.* The agenda shall be submitted by the Secretaries to each member of the Committee at least 4 days before the meeting, except in the case of special meetings. Only business appearing on the agenda shall be transacted at a meeting, except by agreement on both sides.

(14) *Minutes.* The Joint Secretary of the Official Side, in consultation with the Joint Secretary of the Employees' Side shall prepare minutes which shall be presented at the next meeting for confirmation or amendment and signature by the Chairman and Vice-Chairman.

(15) *Decisions by Agreement.* Decisions shall be arrived at ordinarily by agreement between the two sides.



(16) *Procedure for Dealing with Grievances, etc.* When an individual workman desires to call attention to a grievance, or any other matter, he shall do it either through the usual official channels, or he shall report it to his Trade Union representative on the Committee. Such representative shall endeavour, in the first instance, to obtain a settlement, but, failing this, he shall inform the Secretary of the Employees' Side of the Committee, who shall then endeavour to arrange a settlement with the management.

(17) *Reference to Ministry of Supply Joint Industrial Council.* In the event of any matter not being decided at the Committee it shall be open to either side to refer it to the appropriate Side of the Ministry of Supply Joint Industrial Council through the usual channels.

(18) *Facilities for Employees' Side Officials.* The Secretary of the Employees' Side of the Committee shall have full facilities to enter any department or shop in the establishment in the course of his duties as Secretary.

(19) *Separate Meetings of Employees' Side.* Facilities shall be provided for such meetings in the establishment, normally outside working hours. Brief meetings of the Employees' Side of the Committee may be held immediately before a joint meeting of the Committee.

#### *Functions*

(20) The Committee shall consider only matters of a general nature, as indicated in the functions outlined below. Matters which are ordinarily regarded as exclusively trade questions, such as wages, etc., shall not be dealt with.

(21) In the case of some of the functions, it may have been the rule with certain trades to negotiate on such matters apart from other trades. Where this is the practice local arrangements should be made accordingly.

(22) It is a fundamental principle, that the Committee shall have no power to make agreements which may be inconsistent with the power of, or a decision by, the Ministry of Supply Joint Industrial Council or other appropriate Joint bodies.

(23) Functions of a general nature to be dealt with in full Committee :—

- (a) the issue and revision of works rules ;
- (b) the distribution of working hours, breaks, time recording, etc. ;
- (c) the payment of wages (time, form of pay ticket, etc.) explanation of methods of payment ;
- (d) the settlement of grievances other than those of a specific trade character ;
- (e) holiday arrangements ;
- (f) questions of physical welfare (provision of meals, drinking water, lavatories and washing accommodation, cloak rooms, ventilation, heating and sanitation, accidents, safety appliances, first aid, ambulances, etc.) ;
- (g) questions of promotion and reversion ;
- (h) questions of discipline and conduct as between management and workpeople (malingering, bullying, time-keeping, publicity in regard to rules ; supervision of notice boards, etc.) ;
- (i) terms of engagement of workpeople ;
- (j) the training of apprentices and young persons ;
- (k) technical library, lectures on the technical and social aspects of industry ;
- (l) suggestions of improvements in method and organisation of work ; the testing of suggestions ;
- (m) investigation of circumstances tending to reduce efficiency or in any way interfere with the satisfactory working of the establishment ;
- (n) collections (for clubs, charities, etc.) ;
- (o) entertainments and sports.

#### *Amendment of Constitution*

(24) Amendments to the constitution may only be considered at the annual meeting of the Committee or at a meeting specially convened for that purpose. Amendments for consideration must be circulated to the members of the Committee at least four days prior to the meeting. No amendment shall become operative until it has been ratified by the Ministry of Supply Joint Industrial Council.



## MINISTRY OF SUPPLY JOINT FACTORY COMMITTEE

### TRADE UNION RELATIONS AT THE FACTORY X

In order to regulate relations between the respective Trade Unions and between the Management and the Trade Unions, a Memorandum of the First Part establishing a Shop Stewards' Committee and a Memorandum of the Second Part of Procedure for Trade Union Consultation will operate at the Factory X.

### FIRST PART—MEMORANDUM FOR A SHOP STEWARDS' COMMITTEE REPRESENTING (THE APPROPRIATE TRADE UNIONS SPECIFIED BY NAME)

1. A Shop Stewards' Committee (referred to as "The Committee") representing (the appropriate Trade Unions specified by name) will be established.
2. The Committee will be known as the Shop Stewards' Committee, Factory X.
3. The Committee will be composed of X members to be elected annually at a meeting of all the Shop Stewards of the Trade Unions concerned and will comprise X Shop Stewards for the Union X, Y Shop Stewards for the Union Y, Z Shop Stewards for the Union Z, etc. Any vacancy occurring on the Committee will be filled by election by the Shop Stewards of the Trade Union concerned and the successor will hold office for the remainder of the current term of the Committee.
4. The Committee will appoint from its members a Chairman and a Secretary.
5. All Secretarial expenses of the Committee will be met as may be agreed by the respective Trade Unions concerned.
6. The Committee will function as a Committee only and no members thereof may function individually in the name of the Committee.

7. Industrial and trade questions of a general nature affecting the members of the Trade Unions concerned will be discussed by the Committee. Any question which affects the members of one of the Trade Unions only will be dealt with by that Trade Union through its accredited representative.

8. The Committee will nominate from its members, apart from the Chairman and Secretary who will act *ex officio*, not more than five Shop Steward members of the Committee and less if so desired with full powers to negotiate with the Management on a Joint Factory Committee as and when required. The Shop Steward members so nominated can be varied at the discretion of the Committee and will not necessarily be the same for each meeting of the Joint Factory Committee.

9. The Chairman and Secretary of the Committee will be empowered jointly to call special meetings of the Committee as may be required.

10. The Committee will discuss industrial and trade questions related to the Factory X, but will not discuss questions within the province of the Joint Production Consultative and Advisory Committee except on remit by mutual consent of that Committee.

11. Regular meetings of the Committee will be held monthly or as may be required. Such meetings may be held during working hours by arrangement with the Management.

### AGREED BY

\_\_\_\_\_ } Full-time Officers of  
 \_\_\_\_\_ } the Unions concerned.  
 \_\_\_\_\_ }

### DATE

12. In consideration of the foregoing agreement, the Ministry of Supply agrees:—

- (a) That the Shop Steward members of the Committee will be paid at their time rates for periods of attendance at meetings of the Committee up to a maximum of four hours a month.



- (b) That a meeting of all the Shop Stewards among themselves, as representing the employees, may be held within the factory every three months for one hour and Shop Stewards will be paid at their time rates for such period of attendance.
- (c) That accommodation for these meetings will be provided by the Management.

APPROVED for the Headquarters of the Ministry of Supply by :—

*Under Secretary (General and Labour).*

## SECOND PART—MEMORANDUM OF PROCEDURE TO REGULATE TRADE UNION CONSULTATION AT FACTORY X

### I. Representation

13. All organised workers, male and female, may have representatives known as Shop Stewards, to act on their behalf.
14. The appointment of Shop Stewards will be determined by the Trade Unions concerned covering as far as possible the various Shops, Departments and Sections of the Factory and each Trade Union may have such Shop Stewards.
15. The names of the Shop Stewards, the Shop, Department or Section of the Factory in which they are employed, the Trade Union to which they belong, and any changes therein, will be intimated officially by the Trade Union concerned to the Superintendent of the Factory. No Shop Steward shall be recognised in advance of the written approval of the Trade Union concerned, expressed through the appropriate District Officer of that Trade Union.
16. In the event of a Shop Steward ceasing to be employed in the Factory or being transferred to another Shop, Department, or Section of the Factory, or retiring, or ceasing to be a member of his or her Trade Union, or being removed from Office by the Trade Union concerned, his or her successor will be elected by the Trade Union concerned and hold office as Shop Steward for the remainder of the current year.

17. Shop Stewards will be subject to the control of the Trade Unions and will act in accordance with the rules and regulations of the Trade Unions.

18. Shop Stewards will be afforded facilities to deal with questions raised in the Shop or portion of a Shop in which they are employed. Shop Stewards nominated to the Joint Factory Committee hereinafter mentioned will be afforded similar facilities in connection with their duties and in the course of dealing with these questions they may, with the previous consent of the Management (such consent not to be unreasonably withheld), visit any Shop, Department, or Section of the Factory. In all other respects Shop Stewards will conform to the same rules and regulations and working conditions of the Factory as their fellow workers.

### II. Functions and Procedure

19. The functions of Shop Stewards so far as they are concerned with the avoidance of disputes will be exercised in accordance with the following procedure :—

- (a) A worker or workers desiring to raise any question in which they are directly concerned will, in the first instance, discuss it with their foreman.
- (b) Failing settlement, the question may be taken up with the foreman by the appropriate Shop Steward and one of the workers directly concerned ; which failing, then to the Shop Manager with the appropriate Shop Steward, the Labour Department being represented at this and later stages ; which failing, then to the Manager with the Trade Union Secretary (see para. 21 (b)) or the Convenor of the Trade Union concerned ; after which, failing agreement, to the Superintendent with the Trade Union Secretary (see para. 21 (b)) or the Convenor of the Trade Union concerned.
- (c) Failing settlement, the question may at the request of either party be referred to the Joint Factory Committee hereinafter mentioned. At the meetings of said Joint Committee the District Officers of the Trade Union or Unions concerned may attend and present the case.

### III. Payment to Shop Stewards

20. Payment may be made at common time rates to Shop Stewards in the following circumstances :—



- (i) When Shop Stewards are conducting business with foremen or higher grades under para. 19 (b).
- (ii) When Shop Stewards attend any meeting with the Management whether at their own request or at the request of the Management, "a meeting with the Management" being defined for this purpose as any meeting at which the Management is represented by a Shop Manager or higher grade, together with a representative of the Labour Department.
- (iii) When a Shop Steward is engaged on any other business in the factory at the request or with the endorsement of the Management.

#### IV. Joint Factory Committee

21. A Joint Factory Committee will be established consisting of the following representatives of the Management and of the Shop Stewards:—

##### (a) For the Management :

The Superintendent  
The Official Secretary } *ex officio*.

Five (5) other members, or less if so desired, nominated by the Superintendent.

The Senior Labour Manager or Labour Manager, as the case may be, will be the Official Secretary of the Joint Factory Committee.

##### (b) For the Shop Stewards :

The Chairman and Secretary of the Shop Stewards' Committee (*ex officio*).

Five (5) Shop Stewards, or less if so desired, nominated with full powers to negotiate by the Shop Stewards from the total number of such Committee and representative of the Trade Unions concerned.

The Secretary of the Shop Stewards' Committee will be the Trade Union Secretary of the Joint Factory Committee (referred to in this Memo. as the Trade Union Secretary).

A number of Shop Stewards within the above limit to be nominated for any meeting to be mutually agreed between the Superintendent and the Chairman of the Shop Stewards' Committee.

The Superintendent or his nominee will be *ex officio* Chairman of the Joint Factory Committee.

22. The Committee will discuss industrial and trade questions and may discuss the local aspects of Headquarter agreements between the Ministry of Supply and the Trade Unions concerned, in which event the Superintendent will communicate with the District Officers of the appropriate Trade Unions and afford the District Officers an opportunity of attending such discussions, should they so desire. No local agreement shall be reached as the result of such discussions which is inconsistent with any Headquarter agreement, or which may affect general or national interests or other establishments of the Ministry of Supply.

23. Either side of the Committee will have power to co-opt in a consultative capacity. Such co-opted person, or persons, will be present only for the period during which the particular question is under discussion.

24. Meetings of the Committee will be held monthly or as may be required and such meetings will be held during working hours by arrangement with the Management. Accommodation for Committee meetings, and any clerical assistance, will be provided by the Management.

25. Shop Steward members of the Committee will be paid at the rate of their average earnings for periods of attendance at Meetings of the Committee.

26. The Agenda will be prepared by the Joint Secretaries and will be issued by them to each member of the Committee at least four days before the meeting.

27. The Official Secretary of the Committee will prepare minutes of meetings of the Committee; and when concurred in by the Trade Union Secretary, they will be issued to members of the Committee by the Joint Secretaries.

28. There may be posted up on the appropriate notice board for the information of the workpeople a summary of the principal subjects discussed by the Committee and the conclusions reached. The basis of such summary would be the minutes of meetings of the Committee and should be prepared by the Superintendent as Chairman *ex officio* and the two Joint Secretaries.



29. The Committee will have power to appoint Joint Sub-Committees to deal with any particular question. The Joint Secretaries will function in connection with the work of any such Sub-Committee and prepare a report or minutes of the proceedings of such Sub-Committee for submission to the Committee.

30. Failing settlement by the foregoing procedure, a question affecting more than one Trade Union will be referred by the Trade Union Secretary (see para. 21 (b)) direct for consideration to the Joint Secretary, Trade Union Side of the Headquarter Joint Industrial Council and to the Joint Secretary, Official Side of that Council by the Superintendent. The Trade Union Secretary will send a copy of each such communication to the District Officers of the Trade Unions concerned. A question affecting one Trade Union only will be referred direct for consideration to the Headquarters of the Trade Union concerned and to the Ministry of Supply by the Trade Union District Officer and the Superintendent respectively.

#### V. General

31. There will be no withdrawal of labour, stoppage of work, or closure while any of the above negotiations are in operation or pending, and no negotiations will take place during the period of any such withdrawal, stoppage or closure.

Ratified at Headquarters by:—

..... For the Official Side.  
 ..... For the Trade Union Side.  
 Date.....

## APPENDIX VII

### JOINT PRODUCTION, CONSULTATIVE AND ADVISORY COMMITTEES AT ROYAL ORDNANCE FACTORIES

#### MEMORANDUM REGARDING THEIR OBJECT, FUNCTIONS AND PROCEDURE

##### I. Introductory

1. The Central Committee, established on 26th February, 1942, when the Memorandum of Agreement of that date (the Constitution, see Appendix) was made, has decided that a useful purpose would be served if there was prepared and issued to the members (Management and Workers) of these Committees, a memorandum regarding their object, functions and procedure; this memorandum has accordingly been prepared.

2. In issuing this memorandum, the Central Committee realise that these Committees have been in operation for a period of about 18 months and that since their inception they have performed a most useful service in terms of their object and functions and have created a better understanding between Management and Workers, not only in their relationships, but in their dealing with production questions, exchanging views thereon as to an increased efficiency and in order that maximum outputs may be obtained.

3. Under the Constitution (paras. 9 and 10) elections are to be held annually during the first week of March and September, or as near these times as is convenient. This memorandum, therefore, affords guidance, not only to those members who have had experience in the work done by these Committees since their inception, but to any new members who may be elected from time to time in terms of the Constitution.

##### II. Team Spirit

4. Although, throughout the Constitution, the terms "Management" and "Workers" are used, these are merely for convenient identification. In order to secure successful results from these Committees, the whole of the members should work together as members of one team with the single



object of improving production. There should be an open-minded approach, frank discussion of difficulties and a readiness to take as well as to give criticism. In short, as a team there should not be two sides, but only one side with different points of view to reconcile. It is recognised that the work done by these Committees makes further calls upon the time of the Management and Worker members. Be that as it may, in the interests of production such time is well spent.

### III. Object and Functions

5. The Constitution (paras. 2 and 3) lays down clearly the object and functions of these Committees. The outstanding features thereof are for the regular exchange of views between the Management and the Workers on matters relating to the improvement of production, to increase efficiency for this purpose and to make recommendations thereon, in order that maximum outputs may be obtained. The illustrations given in para. 3 of the Constitution of the questions which might be considered and discussed should not be regarded as all-embracing; they are illustrative only. It should be noted, however, that it is only production questions which are to be dealt with by these Committees.

6. In para. 4 of the Constitution will be found subjects which are not within the Constitution and should not be discussed by these Committees. Such questions are wages and like subjects; trade questions covered by agreements with Trade Unions; all matters which are normally dealt with by the approved machinery of negotiation and discussion through Shop Stewards, Staff Associations or Whitley Committees.

### IV. Committees Consultative and Advisory

7. It will be recognised in terms of the Constitution that these Committees are consultative and advisory only. They have no executive powers; they can only recommend. Any executive action arising out of recommendations by the Committees is the responsibility of the Superintendent. If necessary, in connection with the carrying out of any recommendations, the Superintendent may consult the appropriate Directorate of the Headquarters of the Ministry of Supply.

### V. Standing Orders and Voting

8. As these Committees are consultative and advisory only, standing orders with regard to procedure are out of

place and, further, voting on any question which comes before these Committees is inconsistent with their constitution, object and functions.

9. The procedure at meetings of these Committees is the responsibility of the Chairman and all members of the Committees should submit to the ruling of the Chairman in the conduct of the meeting.

### VI. Management and Worker Representatives

10. Apart from and in addition to the Superintendent of the establishment who under the Constitution is *ex officio* Chairman of the Committee (in the event of the Superintendent on any occasion being unable to act as Chairman he nominates his deputy for this purpose) the representatives of the Management and of the Workers shall not exceed 10. If so decided and agreed, the representatives of the Management and of the Workers may be less than 10. Further, apart from the Superintendent as *ex officio* Chairman, the number of Management and Worker representatives on the Committee is to be equal.

### VII. Ratio of Worker-Member Representation

11. As decided by the Central Committee, at Engineering Royal Ordnance Factories, the ratio of Worker-member representation on these Committees is in the proportion of 4-1 or 8-2 for skilled and non-skilled unions respectively. At Filling and Explosives Factories the ratio is maintenance men 2 (1 engineer, 1 electrician), indirect workers 1, inspection 1, over-lookers 1 and process workers 5.

### VIII. Secretariat

12. The Management and Worker representatives on the Committee each appoint a Secretary from their respective members of the Committee. Such Secretaries act as Joint Secretaries to the Committee. It is important that these Secretaries should act jointly in all matters dealt with by the Committees. This covers agendas and all other documents or memoranda in connection with the work done by these Committees. The Constitution provides (para. 16) for the Management Secretary making available to the Worker Secretary items or subjects which the Management members wish to have put on the agenda for discussion and consideration by the Committee, and reciprocally, for the Worker



Secretary to do likewise. By attention to these mutual respective duties adequate agenda of subjects to be discussed and considered by the Committee will be ensured.

### IX. Meetings of the Committee

13. The Constitution (paras. 16 and 17) provides for separate meetings by the Management members and by the Worker members. The purpose of these separate meetings is in order to expedite procedure and, if possible, to ensure a correlated agenda of subjects to be discussed by the Main Committee. In actual practice, it may be found unnecessary on all occasions to have these separate meetings. This will depend largely upon the work done by the Joint Secretaries and the close co-operation which exists between them. The essential point to ensure is that the Management members and the Worker members of the Committee respectively shall be afforded an opportunity of consultation regarding the subjects to be placed on the agenda at the Main Committee meetings.

14. The Constitution provides for the Main Committee to meet fortnightly, or as may be required. The practice in this regard may differ factory by factory. The principal object, however, is to ensure that regular meetings of the Committee take place. This equally applies as regards sectional or group Committee meetings which obtain at Filling and Explosives Factories.

### X. Power to Co-opt

15. It may happen on occasions that a person or persons employed in the establishment have a particular knowledge on a matter which is under discussion by a Committee. If so, the Constitution provides power to co-opt such person or persons in a consultative capacity. They will be present at the meeting of the Committee during the period only when the particular question is before the Committee.

### XI. Sub-Committees

16. Occasions may arise when a Committee will consider that the most expeditious and satisfactory method to deal with a particular question, because of its technical or other nature, is to remit such question to a Joint Sub-Committee of the Main Committee for consideration and report. The Constitution (para. 24) provides authority to do so. The

Joint Secretaries of the Committee should function in connection with the work of any such Joint Sub-Committee and prepare a report or minutes of its proceedings for submission to the Main Committee.

### XII. Minutes

17. The proceedings of Joint Production Committees like all other official business are subject to the Official Secrets Acts, 1911 and 1920. Members of the Joint Production Committees should realise that a special obligation rests upon them to avoid all indiscretion and carelessness, and especially to avoid the indiscreet communication of information obtained at meetings of the Committees. The minutes and any other documents marked "Confidential" or "For Official Use Only" must not be shown to any person other than a fellow-member of the same Committee. Worker-members should rely on the agreed summaries provided for in para. 26. In no circumstances should any documents or other confidential information be supplied to the Press or other outside persons or bodies.

18. The above stipulations apply to the communication of information by word of mouth as well as to that contained in written documents. Members of Joint Production Committees are not, however, prohibited from discussing subjects connected with the Committees with the workpeople at each establishment provided that this is done discreetly, so as not to give away production or other secrets, in good faith, and with the intention of promoting the objects and functions of the Joint Production Committees. If any worker-member is in doubt as to how he should deal with any matter in discussion with fellow-workers, he should be encouraged to consult the Joint Secretary, Official Side. It should be remembered that the purpose of all this is not to stifle fair discussion but to secure obedience to the law protecting official secrets.

19. One last point; factory managements must of necessity be sparing in the amount of information which they give to Production Committees, unless they can be sure that such information will be handled discreetly and faithfully.

### XIII. Report of Actions on Recommendations

20. In order that the members (Management and Workers) of the Committee may be informed from time to time of action



taken on recommendations made by the Committee, ways and means of ensuring this is at the opening of each meeting of the Committee to have a report made on such action ; alternatively, if in any case it has not been possible for action to be taken between meetings of the Committee regarding any recommendation, an explanation might be given.

#### XIV. Central Committee

21. When the Memorandum of Agreement (the Constitution) of 26th February, 1942 was made, there was established a Central Committee. Such Committee, apart from the Chairman, consists of representatives (Trade Union Side) of the principal Trade Union Signatories to the Memorandum of Agreement and representatives of the Headquarters, Ministry of Supply (Official Side). The Trade Unions which are represented on the Central Committee are the Confederation of Shipbuilding and Engineering Unions ; The Amalgamated Engineering Union ; The Electrical Trades Union ; The National Union of General and Municipal Workers ; The Transport and General Workers' Union and The National Union of Foundry Workers.

22. The Central Committee was established to give guidance and instructions in the inauguration and functioning of these Committees, to co-ordinate the work done by them and to be the Central body representing the Ministry of Supply and the Trade Unions in connection with the operation and work done by these Committees.

23. The Central Committee meets monthly. There is submitted to each monthly meeting a report itemising the principal subjects discussed at meetings of these Committees during the previous month.

24. Should any question arise at a meeting of a Joint Production Committee which is not susceptible of a satisfactory solution at the factory concerned or which might affect other factories than the one at which the question was raised, the normal procedure would be for the Joint Secretaries to prepare an agreed statement of the question and to submit the agreed statement through the Superintendent to the Central Production Committee at Headquarters of the Ministry of Supply. The Central Production Committee affords a direct means of dealing with such questions and so

ensures as regards all Committees, efficient and effective central co-ordination. Such matters must therefore not be submitted to Regional Boards.

#### XV. Information to Workpeople

25. In view of the development of these Committees and of the excellent work which they have done since their establishment, it is desirable that ways and means should be provided to inform the workpeople from time to time regarding the work done and the recommendations which they make. At present, as decided by the Central Committee, the names (in alphabetical order) of the members (Management and Workers) of the Committees is posted up in each factory ; likewise the dates of meetings of the Committees and a note of the principal subjects to be discussed at each meeting. Further, as decided by the Central Committee, there is issued monthly to Superintendents a memorandum itemising the principal subjects discussed at meetings of these Committees, in respect of Engineering, Filling and Explosives Factories separately. A copy of the memorandum is made available, through the Superintendent, to the Joint Secretaries (Management and Workers) of the Committees. By this means, information is given monthly to each factory of the principal subjects discussed at these meetings, thus affording information as to their nature.

26. In order that the workpeople may be more fully informed regarding the work done and the recommendations made by each Production Committee from time to time, there should be posted up monthly at each factory a summary of the principal subjects discussed by the Committee the previous month and the recommendations made thereon. The basis of such summary would be the minutes of meetings of the Production Committee and should be prepared by the Superintendent as Chairman *ex officio* and the two Joint Secretaries. By this means, it is hoped that the workpeople will be kept still more fully informed of the excellent work being done by these Committees.

#### XVI. Conclusion

27. When these Committees were established, it was felt that they would provide ways and means whereby the workpeople, through their elected representatives, might contribute in a consultative and advisory capacity towards the improvement of production in order that maximum output could be



obtained. They are intended to deal with production problems only and to afford an opportunity to all grades and sections of the workpeople, through their elected representatives, to improve production and manufacturing operations. Experience, since the establishment of these Committees, has shown that they have fulfilled the object and purpose for which they were established. Not only have they done so, but they have also improved relationships between representatives of the management and of the workers and afforded the workers an opportunity of a greater appreciation of the difficulties, technical and otherwise, of production, apart from making from time to time a valued contribution in these matters. With the establishment and maintenance of a team spirit of working, these Committees can render still further their contribution towards the development of a maximum war effort.

## AGREEMENTS OF THE MINISTRY OF SUPPLY INDUSTRIAL COUNCIL REGARD- ING JOINT PRODUCTION CONSULTATIVE AND ADVISORY COMMITTEES FOR ROYAL ORDNANCE FACTORIES

### CONSTITUTION

#### I. Name

1. The name of the Committee shall be "The Joint Production Consultative and Advisory Committee" (referred to as "The Committee").

#### II. Object

2. The object is to establish in each Royal Ordnance Factory a consultative and advisory Committee for the regular exchange of views between the Management and the Workers on matters relating to production, to increase productive efficiency and to make recommendations.

#### III. Functions

3. The functions of the Committee shall be to consult and advise on matters relating to production and increased efficiency for this purpose, in order that maximum output may be obtained from the Factory. Illustrative of the questions to be considered and discussed are (a) maximum utilisation of existing machinery; (b) upkeep of fixtures, jigs, tools and gauges; (c) improvement in methods of production; (d) efficient use of the maximum number of productive hours; (e) elimination of defective work and waste; (f) efficient use of material supplies and (g) efficient use of safety precautions and devices.

#### IV. Limitation of Functions

4. The Committee shall not discuss matters which are trade questions such as wages, and like subjects, or which are covered by agreements with Trade Unions or are normally dealt with by the approved machinery of negotiation and discussion through Shop Stewards, Staff Associations or Whitley Committees, or Joint Factory Committees.



## V. Management Representatives

5. Apart from and in addition to the Superintendent of the Establishment who shall be *ex officio* Chairman of the Committee, the representatives of the Management shall not exceed 10, and shall be nominated by the Superintendent.

## VI. Workers' Representatives

6. *Number.* Representatives of the workers not exceeding 10 in number shall be elected by ballot conducted by the Trade Union concerned, covering as far as possible the various Shops, Departments, or Sections of the Factory, including local Inspectorates.

### 7. Eligibility

(a) *For Membership of the Committee.* All organised industrial workers, male and female, who have served for a period of not less than 12 months at the Royal Ordnance Factory concerned at the date on which the election by ballot takes place shall be eligible for election.

(b) *To Vote in the Elections.* All workers, male and female, employed at the Royal Ordnance Factory concerned at the date on which the election by ballot takes place shall be eligible to vote in the election.

8. *Elections.* The first election will take place during March, 1942.

9. *Annual Elections.* Subsequent elections will be held annually during the first week of March and September or as near those times as is convenient.

10. *Term of Office.* Workers' representatives shall hold office for one year (except that one-half of the original members may continue in office until September, 1943) subject to the continued approval of the Trade Unions concerned, and shall be eligible for re-election.

11. *Filling Vacancies.* In the event of a Worker-representative on the Committee ceasing to be employed in the establishment or being transferred to another Shop or Department or retiring or ceasing to be a member of his Trade

Union, a successor shall be elected by ballot conducted by the Trade Unions concerned, and hold office for the remainder of the current term of the Committee.

12. *Power to Co-opt.* Either side of the Committee shall have the right to co-opt persons in a consultative capacity, having a particular knowledge of a matter under discussion. Such co-opted persons shall be present for the period only during which the particular question is before the Committee.

## VII. Number on Each Side of the Committee

13. Apart from and in addition to the Superintendent of the Establishment, who shall be *ex officio* Chairman of the Committee, the number on each side of the Committee shall be equal.

## VIII. Officers

14. *Chairman.* The Chairman of the Committee shall be the Superintendent of the Establishment. In the event of the Superintendent on any occasion being unable to act as Chairman, he shall nominate his Deputy for this purpose.

15. *Secretariat.* The Management and the Workers' Sides of the Committee shall each appoint a Secretary from its respective members of the Committee. Such Secretaries shall act as joint Secretaries to the Committee.

## IX. Meetings of Management Side of the Committee

16. In order to expedite procedure the Management Side of the Committee, together with its Secretary, shall meet weekly or as may be required, to discuss and consider the items or subjects which they wish to be put on the agenda for discussion and consideration by the Committee. The Secretary of the Management Side of the Committee shall, within 24 hours thereafter, provide the Secretary of the Workers' Side of the Committee with a list of such items or subjects.

## X. Meetings of the Workers' Side of the Committee

17. The Workers' Side of the Committee, together with its Secretary, shall meet weekly or as may be required to discuss and consider the items or subjects which they wish to be put on the agenda for discussion and consideration by the

Committee. The Secretary of the Workers' Side of the Committee shall, within 24 hours thereafter, provide the Secretary of the Management Side of the Committee with a list of such items or subjects.

### **XI. Meetings of the Committee**

18. Regular meetings of the Committee shall be held fortnightly or as may be required. Meetings of the Committee ordinarily shall be held during working hours by arrangement with the Management.

19. *Accommodation for Meetings.* Accommodation for holding meetings of the Committee will be provided by the Management.

20. *Payment for Attendance.* The members of the Workers' Side of the Committee shall be paid at the rate of their normal earnings for their period of attendance at meetings of the Committee (the Joint Production Consultative and Advisory Committee).

### **XII. Special Meetings**

21. In cases of urgency or emergency, special meetings of the Committee may be held on request by either side of the Committee through the respective Secretaries. Twenty-four hours' notice of such request shall be given and the subject of the meeting shall appear on the notice convening it.

### **XIII. Agenda for Meetings of the Committee**

22. The agenda shall be prepared by the Joint Secretaries and shall be issued by the Secretaries to each Member of the Committee at least 4 days before the Meeting except in the case of special meetings dealt with under Article XII hereof.

### **XIV. Minutes**

23. The Joint Secretaries of the Committee shall prepare and issue to the members of the Committee minutes of its proceedings.

### **XV. Sub-Committees**

24. The Committee shall have power to appoint Joint Sub-Committees to deal with any particular question.

The Joint Secretaries of the Committee shall function in connection with the work of any such Sub-Committee and prepare a report or minutes of the proceedings of such Sub-Committee for submission to the Committee.

### **XVI. Provisional Committees**

25. In the case of any new Royal Ordnance Factory it shall be competent within the framework of this Constitution provisionally to establish at such Factory a Joint Production Consultative and Advisory Committee. Provided that in so doing the qualification in para. 7 hereof regarding service for a period of not less than 12 months at the Factory concerned shall not apply to such provisional Committee.

### **XVII. Duration**

26. This Agreement shall be terminable on 3 months' notice by either side.



## APPENDIX VIII

## MEMORANDUM OF AGREEMENT

BETWEEN

THE OFFICIAL AND TRADE UNION SIDES

OF THE

JOINT CO-ORDINATING COMMITTEE FOR  
GOVERNMENT INDUSTRIAL ESTABLISH-  
MENTSTRANSFER RULES FOR INDUSTRIAL EMPLOYEES  
IN THE UNITED KINGDOM

IT IS AGREED that the following rules shall apply with effect from the beginning of the first full pay period following 1st January, 1953, to Government industrial employees covered by the Joint Co-ordinating Committee for Government Industrial Establishments. Amongst such employees will be included those whose conditions of service are regulated in accordance with outside trade agreements; and these rules shall operate in the place of any provisions in such agreements relating to matters covered by this agreement.

In the Admiralty Yard Craft and War Department Fleet, this agreement applies to those industrial employees only who obtain accommodation on shore.

This agreement supersedes and cancels all relative departmental rules and is subject to revision or supersession on three months' notice given by either of the parties.

## A. DEFINITIONS

## 1. The Nature of a Transfer

- (a) A move will be transfer from the beginning if it :—
- (i) marks, as far as can be foreseen, the final cessation of an employee's work at the former station; or
  - (ii) is a consequence of the move of the whole or part of an establishment which, therefore, ceases to exist at the former station.

(b) An employee on detached duty may be transferred to the place at which he is serving on such duty at any time during the first 52 weeks if :—

- (i) his establishment, or the part of it to which he was attached, moves to the place at which he is serving on detached duty;
- (ii) his establishment, or the part of it to which he was attached, closes down and he can be offered a vacancy at the place at which he is serving on detached duty;
- (iii) he desires to remove his household to unfurnished accommodation at the place at which he has been serving on detached duty, and the department gives prior approval to the move.

(c) At the end of the 52nd week of detached duty at any one place (inclusive of any short breaks for which allowances are payable under the Code of Industrial Travelling Rules) a department will have the discretion to transfer an employee to the place of such detached duty.

## 2. Married Householder

A married householder, for the purpose of these rules is a married male employee who was living with his dependants in unfurnished accommodation at his permanent station at the date of transfer or at the date of detachment if the transfer was immediately preceded by a period of detached duty.

## 3. Single Householder

A single householder, for the purpose of these rules, is a single employee who was living in unfurnished accommodation at his permanent station at the date of transfer or at the date of detachment if the transfer was immediately preceded by a period of detached duty.

## 4. Married Employee

A married employee, for the purpose of these rules, is a married male employee who was living with his dependants at his permanent station at the date of transfer or at the date of detachment if the transfer was immediately preceded by a period of detached duty.



### 5. Single Employee with Responsibilities equivalent to those of a Married Employee

A department will have discretion to decide whether, for the purpose of these rules, a single employee with certain responsibilities may be treated in every respect as a married employee.

### 6. Weekly Rate of Pay

The weekly rate of pay of an employee, whether employed on timework or under any system of payment by results will be his timework rate for the number of hours per week to which he is normally conditioned.

## B. ALLOWANCES PAYABLE UNDER THE RULES SINGLE PAYMENTS

### 7. Preliminary Visit to New Station

When a married employee wishes to visit the new station in order to search for accommodation (and the department considers the request to be reasonable) he may be allowed up to three days paid leave. Subsistence allowances at the rate laid down in paragraph 2 of the Code of Industrial Travelling Rules may be paid in respect of not more than two nights. Travelling expenses at the third class rate by the cheapest route may also be paid.

Should the employee be accompanied by his wife or one other dependant, the extra travelling expenses involved may be paid on the same conditions as those payable to the employee. Subsistence allowances at half the rate laid down in paragraph 2 of the Code of Industrial Travelling Rules may also be paid in respect of the wife or dependant for not more than two nights.

### 8. Legal and Other Expenses on House Sale and Purchase

(a) *At the Old Station.* When a married or single householder sells the house which he occupied at the old station at the date of transfer, he may be allowed a grant of 85 per cent. (not exceeding £60) of agents' or auctioneers' fees and 85 per cent. (not exceeding £40) of legal fees relating to the sale.

These grants will not be paid in cases where an employee defers the sale of his house by reason of letting it other than furnished while he occupies temporary furnished accommodation at the new station.

(b) *At the New Station.* When a married or single householder purchases the permanent unfurnished accommodation first occupied at the new station, he may be allowed a grant of 85 per cent. (not exceeding £125) of necessary expenses relating to the purchase (such as legal fees, stamp duty, one survey fee, mortgage fees, etc.).

In some areas it is the invariable local practice for the purchaser of a house to be required to pay the legal expenses, house agents' or auctioneers' fees (or some part thereof) which are normally borne by the vendor. In such cases the legal expenses will be included in the legal expenses mentioned above (the maximum grant remaining unaltered) and a separate grant of 85 per cent. (not exceeding £60) may be made of agents' or auctioneers' fees.

(c) Except for temporary furnished accommodation taken prior to the purchase of the house, an allowance under paragraph 9 will not be paid in addition to any payments made under this paragraph.

### 9. Tenancy Agreement at the New Station

A grant not exceeding £20 may be made to a married employee towards the cost of a tenancy agreement at the new station. A grant will normally be made in respect of one agreement only, but in exceptional circumstances a further grant in respect of a second agreement may be paid provided that the sum of £20 is not exceeded in respect of the two agreements together.

An allowance under paragraph 8 will not be paid in addition to any payments made under this paragraph except as specially provided for in that paragraph.

### 10. Miscellaneous Expenses

(a) When a married or single householder obtains permanent unfurnished accommodation at the new station, a grant may be made in respect of necessary items of expenditure arising out of the move (e.g., alterations to fittings and fixtures, cleaning of property, etc.).

The grant will be at the following rates:—

Weekly Rate of Pay at the date of Transfer	Grant £ s.
Not exceeding 127s. . . . .	15
Exceeding 127s. but not exceeding 232s. . . . .	22 10
Exceeding 232s. . . . .	30



A grant at the above rates may be paid only where the accommodation comprises three or more main rooms plus the usual domestic offices. Where the new accommodation is less than the foregoing, the grant will be reduced by 50 per cent.

Where the new accommodation comprises a single room, the amount of the grant will be £3 10s.

(b) Where a grant at the full rate is payable under paragraph (a) above, the cost of one test of drains at the selected house may also be paid. The cost of the test of drains at more than one house will not be allowed.

#### 11. School Fees at the Old Station

Where a married employee is unable to obtain a refund in respect of the unexpired portion of any school fees paid at the old station in respect of his children, he may be paid compensation for the loss involved for the remainder of the school term current at the date of the transfer subject to the production of evidence that such sum was irrecoverable and provided that school fees at the new station were paid by him for the period in question.

#### 12. Travelling Expenses and Subsistence Allowances on Transfer

(a) The travelling expenses of an employee and the dependent members of his household at the date of the transfer may be paid at the third class rate for the journey from the old to the new station by the cheapest route.

(b) Subsistence allowances at rates and subject to the conditions laid down in the Code of Industrial Travelling Rules may be paid at the full rate in respect of the employee and at half this rate in respect of those members of his household whose fares are paid at the public expense.

(c) The travelling time of an employee may be paid for the time spent on the journey as defined in paragraph (a) above.

#### 13. Expenses of Removal

The following allowances may be paid to married or single householders :—

(a) *Removal of Furniture.* The cost of the removal of the ordinary effects, within reasonable limits, which comprise the household of the employee at the date of the transfer may be allowed.

Three competitive tenders must be obtained (where the distance involved is over 60 miles, one must be that of the Railway Executive or contractors nominated by them) and the sum paid will not exceed that of the lowest tender.

(b) *Storage Charges.* Storage charges for any or all of the effects mentioned in (a) above may be paid in addition to removal costs where the complete removal cannot be carried out and the department is satisfied as to the justification for such charges.

(c) *Additional Insurance.* The additional cost occasioned by an insurance of the effects mentioned in (a) above during the actual move, and period of storage may be allowed.

(d) *Return Visit to Superintend Removal.* When the department is satisfied that a visit to the old station to superintend removal is necessary, the travelling expenses in respect of the householder for such a visit at the third class rate by the cheapest route may be paid. In addition, subsistence allowances at the rates and subject to the conditions laid down in the Code of Industrial Travelling Rules may be paid where an employee is unable to avail himself of the use of his previous accommodation.

Paid leave up to a maximum of two days may be granted.

#### C. CONTINUING PAYMENTS AFTER AN EMPLOYEE HAS LEFT THE OLD STATION

##### 14. Subsistence Allowance during Initial Period at the New Station

When an employee has been unable to obtain lodgings at the new station and consequently stays in an hotel or similar accommodation, he may be paid subsistence allowance up to 28 nights at the rates laid down in paragraphs 2 and 3 of the Code of Industrial Travelling Rules. Claims must be supported by evidence that hotel or similar type accommodation has been occupied during the period covered by the claim.

##### 15. Lodging Allowances

(a) A married employee may, after the expiry of the first 28 nights at the new station or upon obtaining lodgings (whichever is the earlier), be paid an allowance of 7s. a night until such time as he is joined by his dependants.



The payment of this allowance is dependent upon the employee satisfying his department that it is the intention of himself and his family to be re-united at the new station as soon as possible.

In the case of an employee who is not a householder the payment of the allowance will not continue for more than 12 months.

(b) When an employee in receipt of lodging allowance is required to proceed on detached duty for which allowances are payable under the Code of Industrial Travelling Rules, an allowance for the retention of his lodgings at the rate of 12s. 6d. a week (1s. 10d. for odd nights) may be paid up to a maximum of four weeks on any one occasion.

(c) Where an employee is eligible for the payment of lodging allowance, but prefers to travel daily from his old station, his excess travelling expenses may be paid within the limits of lodging allowance.

Employees benefiting under this paragraph with the exception of sub-paragraph (b), will be required to give an undertaking that they will move their household as soon as circumstances permit.

#### 16. Allowance in Respect of Accommodation obtained at the New Station Prior to Transfer

Where a married employee obtains accommodation at the new station in advance of the date of his transfer, he may be paid an allowance at a rate not exceeding that of lodging allowance in respect of the rent of such accommodation.

A married employee who does not intend that his family should join him immediately on transfer and a single employee may be paid an allowance not exceeding 21s. a week in respect of the rent of any accommodation obtained at the new station prior to transfer.

The payment of these allowances will not continue for more than one month.

#### 17. Continuing Commitments at the Old Station

A married employee who has been joined by his dependants at the new station but who has to continue to pay rent in respect of the accommodation previously occupied at the old station may be paid an allowance at a rate not exceeding that of lodging allowance.

A single employee with a similar liability may be paid an allowance not exceeding 21s. a week.

The payment of these allowances will normally not continue for more than 3 months.

#### 18. Special Rent Allowance

(a) A special rent allowance may be paid to married employees under the following conditions.

Where a married employee on transfer moves from :—

- (i) unfurnished to unfurnished accommodation ;
- (ii) unfurnished to furnished accommodation and satisfies his department that he is trying to obtain unfurnished accommodation as soon as possible ;
- (iii) furnished to furnished accommodation ;

and the rent of the accommodation at the new station exceeds that at the old station he may be paid an allowance equal to either (a) the excess of the new rent over the old, or (b) the difference between the weekly rent at the new station and the appropriate standard rent as follows, whichever is the less.

<i>Weekly Rate of Pay at the date of Transfer</i>	<i>Standard Rent (Weekly)</i>
Not exceeding 107s. . . . .	.. 15s.
Exceeding 107s. but not exceeding 128s. . . . .	.. 17s.
Exceeding 128s. but not exceeding 149s. . . . .	.. 19s.
Exceeding 149s. but not exceeding 170s. . . . .	.. 21s.
Exceeding 170s. but not exceeding 191s. . . . .	.. 23s.
Exceeding 191s. but not exceeding 212s. . . . .	.. 25s.
Exceeding 212s. but not exceeding 233s. . . . .	.. 27s.
Exceeding 233s. but not exceeding 254s. . . . .	.. 29s.

(b) the maximum amount of the allowance and the maximum period during which payment may be made will be as follows :—

- in sub-paragraph (a) (i) above, 21s. weekly subject to withdrawal at six months' notice.
- in sub-paragraph (a) (ii) above, 42s. weekly subject to withdrawal at six months' notice.
- in sub-paragraph (a) (iii) above, 42s. weekly for 6 months only. After that time an allowance equal to half that assessed as in (a) within a maximum of 21s. weekly may be paid for 6 months.



The payment of this allowance will be conditional upon the department being satisfied that the employee is actively seeking cheaper accommodation.

(c) No special rent allowance will be paid to a single householder except where he moves from unfurnished accommodation at his old station to temporary furnished accommodation at his new station while seeking suitable unfurnished accommodation. The allowance payable under these circumstances will be assessed as in sub-paragraph (a) above subject to a maximum of 21s. weekly, but will not be payable for more than 12 months.

(d) The amount of the rent referred to for the purposes of this paragraph will exclude all charges for heating, lighting, and services.

(e) Where an employee owns or owned the accommodation at the new or old station respectively, the theoretical rent of such accommodation for the purposes of this paragraph will be deemed to be at the annual rate of 4 per cent. of the purchase or sale price of the property respectively, plus rates, water rates, comprehensive insurance of the house structure and any tithe, ground rent or similar payment.

#### D. GENERAL

#### 19. Return Visits to the old Station

(a) A married employee may be allowed 9 free return passes annually from the date of transfer (not more than one pass to be taken in any one month) whilst he continues to be separated from his dependants.

(b) A single employee under 21 years of age, who was living with his parents at the old station, may be allowed 3 free return passes annually from the date of transfer (not more than one pass to be taken in any one month) whilst he continues to be separated from them and until he reaches the age of 21 years.

(c) The passes referred to in (a) and (b) above will be at the third class rate by the cheapest route and will be to the place where the dependants or parents are living, provided that the cost of the journey does not exceed that of the cost of the return journey to the old station.

#### 20. Claims

*Claims from employees under these rules should be submitted within six months of the expense being incurred*

Supporting vouchers must be submitted with such claims.

To be eligible for the benefits under these rules an unestablished employee will be required to sign the following undertaking :—

"In connection with my transfer to \_\_\_\_\_ I undertake that I will serve at that Station, if so required by my Department, for a period of at least two years from the date of this transfer.

I understand that this undertaking in no way varies the existing conditions of employment to which I am subject.

I also understand that should anything unforeseen occur serious enough to warrant the Department releasing me from this undertaking I shall have the right of placing the facts before my Department for consideration."

*Signed on behalf of the Official  
Side of the Joint Co-ordinating  
Committee for Government  
Industrial Establishments :*

(Sgd.) A. J. D. WINNIFRITH,  
Chairman

V. BOVENZIER

R. G. SHEPPARD,  
Joint Secretary.

*Signed on behalf of the Trade  
Union Side of the Joint  
Co-ordinating Committee  
for Government Industrial  
Establishments :*

(Sgd.) W. D. GOSS,  
Vice-Chairman

E. IRWIN

G. F. COOK

JOHN P. BISHOP

A. E. SOONES

W. HUTCHINSON

J. E. HERITAGE

H. J. HANCOCK

HARRY W. CRANE,  
Joint Secretary.

16th January, 1953.



## Joint Co-ordinating Committee for Government Industrial Establishments

### SCHEME OF ESTABLISHMENT OF GOVERNMENT INDUSTRIAL EMPLOYEES

At the 35th Meeting of the Committee held on January 16th, 1948, the Scheme of Establishment of Government Industrial Employees was duly ratified.

*Signed on behalf of the Official Side :*      *Signed on behalf of the Trade Union Side :*

J. A. BARLOW (Chairman)

W. D. GOSS

N. MACLEOD

(Vice-Chairman)

W. B. FODEN

G. F. COOK

S. G. HOLLOWAY

R. G. EVANS

D. J. WARDLEY

F. C. FITZPATRICK

THOS. W. NEVARD

HARRY W. CRANE

J. LLOYD

(Joint Secretary)

A. S. LEE

STANLEY LEES (Joint Secretary)

## JOINT CO-ORDINATING COMMITTEE FOR GOVERNMENT INDUSTRIAL ESTABLISHMENTS

### Explanatory Note on the Scheme of Establishment

1. A claim was made in February, 1946, by the Trade Union Side of the J.C.C. that all Government Industrial Employees with not less than three years' service be brought within the provisions of the Superannuation Acts. These provisions, some of which are more than 100 years old and most of which are technical and complicated, are mainly intended to enable pensions and gratuities to be paid to public servants upon their retirement.

2. In the discussions which took place between the two Sides of the Committee it became clear that if the claim were conceded exactly as put forward many more industrial employees would become established and pensionable than Departments could reasonably expect to employ in the future, but that a satisfactory scheme could be worked out to provide pensions upon retirement for a complement of industrial employees in each Department.

3. The Scheme is based on three things :—(a) the Superannuation Acts and Regulations made under them, (b) general principles agreed by the J.C.C., (c) detailed rules to be agreed Departmentally. This reconciles the special requirements of Departments and of particular establishments within a Department with the principle of providing normal Civil Service pensions within the limits of a permanent complement of industrial employees.

4. Only under the Superannuation Acts can pensions and gratuities ordinarily be paid out of public funds; among other things these Acts provide that (with certain unimportant exceptions) no person can receive a pension unless he has been admitted into the Civil Service with a certificate from the Civil Service Commissioners, has served in an established capacity for at least ten years and has not retired voluntarily before reaching the age of 60.

It will therefore be necessary for every employee nominated for establishment under the Scheme to satisfy the conditions upon which the Civil Service Commissioners grant the neces-



sary certificate. A summary of the most important particulars of these requirements is set out in Appendix II of the Scheme.

5. The proposals put forward for agreement by the J.C.C. are founded on the principle of establishing as many employees as can reasonably be regarded as permanent.

FIRST, the Departmental totals are agreed by the J.C.C., the Division of them between establishments and grades being left for agreement on the Departmental Councils.

SECONDLY, the minimum period of service needed to qualify an employee for establishment has been agreed at three years.

THIRDLY, the principle on which establishment is to be given is agreed by the J.C.C. The proposed method of nominating at least nine-tenths strictly by seniority and of leaving not more than one-tenth for selection according to understood rules which are to be agreed Departmentally gives a fair assurance of reasonable prospects for the employees and yet enables Departments to keep their most able workpeople. The Scheme also provides for the exceptional establishment (outside the agreed complement) of employees of long service who might miss establishment. This provision is complementary to a Department's right to select up to one-tenth.

FOURTHLY, establishment involves liability to transfer.

FIFTHLY, no part of wages will be deducted for establishment.

6. The detailed application of the Scheme is thus left to the Departmental Councils which will discuss :—

- the revision of Departmental established complements, the numbers to be established in each grade and establishment,
- the rules upon which selection other than by seniority will take place,
- the length of time to be taken over the initial process of establishing the selected employees.

7. Most of the consequences of establishment arise directly from the Superannuation Acts and the Orders in Council; the most important of these may be summarised thus :—

No employee is eligible for a pension unless he has had at least ten years' reckonable established service.

Normally the Head of the Department can call upon any employee to retire after reaching the age of 60.

Upon retirement an employee normally receives :—

- (a) An annual pension for life of one-eightieth of a year's wages for each completed year of his reckonable service (subject to a maximum of forty-eightieths), and
- (b) A lump sum equal to three times the amount of annual pension.

The wages on which these calculations are made are the average of the pensionable emoluments which the employee has received during the last three years before retirement, *e.g.*, payments by results are excluded.

There are also provisions for the payment of gratuities after less than 10 years' service in cases of premature retirement through ill-health or abolition of employment and after not less than five years' service in the case of death.

8. Some of the consequences of establishment arise out of the principles agreed on the J.C.C. ; these are :—

Liability to transfer.

No part of wages to be deducted for establishment.

9. The Scheme aims only at bringing employees within the provisions of the Superannuation Acts. In particular it does not confer the benefits of paid sick leave, or additional annual leave, upon employees who do not already enjoy them.

10. The Scheme is not an agreement under which the Official Side undertake that payments will be made to employees as a matter of right, but is a statement of the principles upon which benefits of the Superannuation Acts will be extended to employees covered by the Scheme. Any man or woman aggrieved at any decision under the Scheme may make representations for reconsideration by means of the accredited machinery ; but the decision of the Treasury upon all questions is final.



## SCHEME OF ESTABLISHMENT OF GOVERNMENT INDUSTRIAL EMPLOYEES

### Purpose of the Scheme

1. The purpose of this Scheme is to ensure :—
  - (a) that in each Department as many direct industrial employees of satisfactory health, conduct, and ability as can reasonably be expected to be employed there permanently shall qualify for the benefits of the Superannuation Acts ; and
  - (b) that each Department shall have a permanent industrial complement.

### Nomination of Industrial Employees for Establishment

2. Subject to any enactments and regulations now in force concerning the age, health, character, ability, nationality, and method of certification of persons appointed to employment in His Majesty's Civil Establishments, it shall be competent for the Head of any Government Department to nominate persons employed in an industrial capacity for establishment in accordance with this Scheme.

### Numbers of Staff to be Established

3. The numbers of staff in each Department proposed to be established at the outset of this Scheme are shown in Appendix I ; these numbers may be reviewed from time to time in accordance with the purpose of the Scheme. The details of the numbers of established persons to be employed in each Department shall be discussed on the Departmental Joint Industrial Council.

### First Process not Simultaneous

4. The persons to be established at the outset of this Scheme shall be established as soon as reasonably practicable. The rate of establishment for those being established by selection shall be discussed on the Departmental Joint Industrial Councils.

### Three Years' Qualification

5. No employee shall be eligible for establishment unless he is over 21 years of age and has had the equivalent of three years' adult service calculated from the date of first entry into civilian employment in a Government Department.

### Eligible Grades

6. Men in all grades and women engaged in full-time employment in such grades as shall be determined Departmentally shall be eligible for establishment ; particulars of the numbers proposed in each establishment within a Department shall be discussed on the Departmental Joint Industrial Council.

### Establishment by Seniority and Selection

7. In any Government Department the vacancies in the established complement shall normally be filled by offering establishment in order of seniority to eligible employees, but the Head of any Department may nominate to not more than one-tenth of the vacancies throughout the Department persons selected otherwise than by seniority according to rules discussed on the Departmental Joint Industrial Council.

### Exceptional Nominations

8. The Head of any Department may, with the consent of the Treasury, nominate exceptionally for establishment an eligible person of long service if by reason of the ages of other employees it is likely that the person would not gain establishment while still of an age to be eligible. The numbers of any staff exceptionally so established shall not be counted against the numbers of established staff agreed to be employed in any establishment or Department.

### Some Consequences of Establishment

#### Liability to Transfer

9. (a) Any established employee shall be liable to be transferred to work in any Government establishment in the United Kingdom or overseas. If an employee refuses to accept a transfer, his or her reasons for so doing will be considered by the Department, and if they appear to be unreasonable the employee will be so informed and may be discharged or may be offered alternative employment in an unestablished capacity.

#### Reckonability of Service

- (b) Upon retirement in circumstances which entitle



him to an award under the Superannuation Acts and subject to the usual conditions.

- (1) an established employee may reckon in full all his established service, and as to one-half all his full-time unestablished service, and
- (2) an unestablished employee may reckon only his full-time unestablished service for gratuity purposes, notwithstanding any established service which he may have rendered.

#### Age of Establishment

- (c) At the outset of this Scheme employees may be nominated for establishment up to the age of 64 years, but as soon as the numbers first agreed to be established in each establishment within a Department have been established no person employed there shall be established who is over the age of 60.

#### Allocation of Pension

- (d) An employee who retires from service other than for ill-health and who is qualified for a pension may (in accordance with rules made by the Treasury) surrender a part of his pension in exchange for a pension of equivalent value (having regard to the ages of the persons concerned) to his or her husband or wife or to a dependant for life, or upon the joint lives of the employee and the husband or wife.

#### Termination of Employment

- (e) (a) If an employee's established service is brought to an end upon redundancy, the Treasury have powers to grant a special award in compensation up to the amount which he or she might have received on retirement for ill-health.
- (b) No employee who resigns or who is retired on grounds other than those of age or ill-health shall be eligible for any award under this Scheme based on any service rendered before such resignation or retirement.
- (f) None of the benefits set out in this Scheme is conferred as a matter of right; the decision of the Treasury shall be final on any question arising under the Scheme, or about the amount of any benefit, or about the reckoning of any service for the purposes of the Scheme.

#### No Establishment Deduction

- (g) As from the beginning of the current pay-week, no deduction shall be made from an employee's wages for establishment but every employee shall pay such a fee for certification as the Civil Service Commissioners shall from time to time prescribe.

#### Satisfaction of the Civil Service Commissioners

- (h) It shall be necessary for every person nominated under this Scheme to satisfy the conditions upon which the Civil Service Commissioners grant their certificate; a summary of the principal conditions is set out in Appendix II.

#### Relation to National Insurance Scheme

10. (i) An employee whose industrial Government service reckonable for the purpose of this Scheme began before March 1st, 1948 shall receive the full amount of any pension provided by the Superannuation Acts, notwithstanding any retirement pension that he or she may receive under the National Insurance Act 1946.
- (ii) An employee whose reckonable service began on or after that date will be liable to have his pension under the Superannuation Acts adjusted to take account of the retirement pension payable under the National Insurance Act. Such adjustment would be made when the employee reaches the age of eligibility for the National Insurance Pension (65 for a man, 60 for a woman), and the reduction would be at the rate of one-fortieth of 26s. a week (*i.e.*, of the standard rate of National Insurance retirement pension for a single person) for each year of reckonable service.

#### Scope and Interpretation of the Scheme

11. This Scheme confers only those benefits provided in the Superannuation Acts. In particular it does not confer the benefits of paid sick leave, or additional annual leave upon grades which do not already enjoy them. In all respects not expressly provided for, the Scheme shall be applied according to the normal practice of the Treasury in dealing with the superannuation of permanent Civil Servants.



## Date of Introduction

12. The names of the persons first nominated under this Scheme shall be presented to the Civil Service Commissioners not later than January 1st, 1949; any employee in whose favour a certificate of establishment is issued by the Commissioners shall reckon his or her established service under the Scheme from a date to be agreed.

## Appendix I

## NUMBERS FIRST TO BE BROUGHT WITHIN THE SCHEME

Department	Number
Admiralty .. .. .	30,000
War Office .. .. .	16,000
Air Ministry .. .. .	10,000
Ministry of Supply .. .. .	20,000
Ministry of Works .. .. .	5,000
Post Office .. .. .	732
Inland Revenue .. .. .	19
Ministry of Agriculture and Fisheries .. .. .	200
British Museum .. .. .	19
British Museum (Natural History) .. .. .	21
Broadmoor Asylum .. .. .	45
Ministry of Civil Aviation .. .. .	1,700
Ministry of Education .. .. .	93
Foreign Office .. .. .	532
Ministry of Food .. .. .	50
Forestry Commission .. .. .	3,250
Ministry of Fuel and Power .. .. .	26
Imperial War Museum .. .. .	1
Ministry of Labour and National Service .. .. .	195
Royal Mint .. .. .	300
National Savings Committee .. .. .	1
Prison Commission .. .. .	300
Registrar General's Office (England) .. .. .	3
Department of Scientific and Industrial Research .. .. .	750
State Management Districts .. .. .	230
Stationery Office .. .. .	4,150
Tithe Redemption Commission .. .. .	2
Board of Trade .. .. .	3

Department	Number
Ministry of Transport .. .. .	150
Ordnance Survey .. .. .	200
<i>Scotland</i>	
Department of Agriculture .. .. .	270
Education Department .. .. .	11
Prisons Department .. .. .	12
Register and Records .. .. .	4
Registrar General's Office .. .. .	1
Home Department .. .. .	185
	<hr/>
	94,455

## Appendix II

## CONDITIONS UPON WHICH THE CIVIL SERVICE COMMISSIONERS WILL GRANT THEIR CERTIFICATE

1. *Age.* Every candidate shall satisfy the Commissioners that he or she is within the limits of age prescribed by the Scheme.

2. *Health.* Every candidate shall satisfy the Commissioners that he or she is free from any physical defect or disease that would be likely to interfere with the proper discharge of his or her duties.

3. *Character.* Every candidate shall satisfy the Commissioners that his or her character is such as to qualify him or her for established employment. A certificate of good conduct from the Department will normally suffice.

4. *Knowledge and Ability.* Every candidate shall satisfy the Commissioners that his or her knowledge and ability fit him or her to discharge the duties of the grade in which he or she seeks established employment. The Commissioners will normally accept a certificate from the candidate's Department confirming that the candidate has shown that he or she has the necessary knowledge and ability.

5. *Nationality.* Every candidate shall satisfy the Nationality rules in force in the Department in which he or she is serving.



6. *Fee.\** Every candidate shall at such time as the Commissioners may direct pay to them the fee of two shillings and sixpence.

#### Important Note

Instructions and guidance in the detailed application of this Scheme to Ministry of Supply Industrial Employees have been issued in Memoranda Nos. L.5/2299, L.5/2345, L.5/2510, L.5/2511, L.5/2540, L.5/2575, L.5/2663, L.5/2664 and L.5/2853.

*\*Note.* With effect from 16th January, 1953, all candidates will without exception be required to pay a fee of five shillings.

#### APPENDIX X

### Joint Co-ordinating Committee for Government Industrial Establishments

#### SCHEME OF PAID SICK LEAVE FOR GOVERNMENT INDUSTRIAL EMPLOYEES

At the 38th Meeting of the Committee held on July 28th, 1948, the Scheme of Paid Sick Leave for Government Industrial Employees was duly ratified.

*Signed on behalf of the Official Side :*      *Signed on behalf of the Trade Union Side :*

J. I. C. CROMBIE  
(Chairman)

W. D. GOSS  
(Vice-Chairman)

J. LLOYD  
D. J. WARDLEY  
A. C. D. BLANSHARD  
R. G. K. WAY  
W. H. B. MEARS  
N. MACLEOD  
A. S. OSLEY  
STANLEY LEES

G. F. COOK  
R. G. EVANS  
H. E. CUSHNIE  
H. J. HANCOCK  
F. C. FITZPATRICK  
J. E. HERITAGE  
HARRY W. CRANE  
(Joint Secretary)

(Joint Secretary)

## JOINT CO-ORDINATING COMMITTEE FOR GOVERNMENT INDUSTRIAL ESTABLISHMENTS

### Scheme of Paid Sick Leave for Government Industrial Employees

#### Employees affected

1. This scheme covers all full-time Government Industrial Employees, male and female, in Great Britain and Northern Ireland, who are within the purview of the Joint Co-ordinating Committee. Part-time employees who work regularly for not less than 18 hours a week are also included if otherwise eligible. All existing arrangements by which industrial employees may be given paid sick leave are superseded by this scheme.

#### Qualifying service

2. Sick pay is not to be issued to any employee who has not served for at least 26 reckonable weeks in a Government Department. In calculating broken service for this purpose, all periods of service preceding a break of three months or more must be disregarded, but other periods may be aggregated. Service preceding discharge at own request or for misconduct or for inefficiency may not be reckoned.

#### Medical Certificates

3. Sick leave with pay will not be authorised without medical evidence of incapacity certified by a qualified medical practitioner. Medical certificates will be required after three days of sickness and at weekly intervals thereafter: it will be open to Departments on the advice of their Medical Officer to vary the frequency of medical certificates according to the nature of the employee's incapacity. As at present, sick leave will be granted only when it appears to the Department that there is a reasonable prospect of the employee ultimately returning to duty.

#### Injuries

4. Absence due to injury (sustained either on or off duty) and supported by a proper medical certificate will be treated

as sick leave and the period of absence will be reckoned against the amount of paid sick leave to which the employee is entitled, except when the employing Department has claimed and obtained compensation from a third party for the loss of the employee's services. But when this would mean that an employee would receive either no sick pay for a subsequent illness or sick pay at a rate lower than compensation or injury benefit, he will be allowed some sick pay during the absence through illness. It will be limited to the number of days of the injury absence already reckoned against the amount of paid sick leave and will amount to the difference between the injury benefit or compensation which he has already received during injury absence and any sickness benefit received from the Ministry of National Insurance for the sick absence. After this he can, if necessary, receive any balance of sick leave on half pay which may be due to him.

#### Maternity Leave

5. Women employees, who have to cease working on account of confinement, will be regarded as on sick leave for the purpose of this scheme.

#### Waiting Period

6. Sick pay will not be issued for the first three days of sickness or injury unless the incapacity lasts at least five working days (for employees conditioned to a five-day week) or six working days (for employees conditioned to a six-day week).

#### Amount of Paid Sick Leave

7. After the qualifying period of service, eligible employees may in any period of twelve months be granted sick leave with full pay (defined in the next paragraph) for up to 65 working days (if conditioned to a five-day week) or 78 working days (if conditioned to a six-day week) excluding paid holidays occurring in the sick absence. After five years' service reckonable under the Superannuation Acts, employees who have exhausted the amount of sick leave on full pay to which they are entitled may be granted a further period on half pay within the limits of 65 or 78 working days respectively (see also paragraph 9). Juvenile service, however, may be reckoned in full in calculating the five years' service required to qualify for this further period of sick leave.



### Amount of Pay

8. (a) Full pay means the employee's ordinary time rate less any National Insurance benefit received for sickness, maternity allowance, injury benefit awarded under the National Insurance (Industrial Injuries) Act, or compensation payable under the Workmen's Compensation Acts, Government Scheme of Compensation or Treasury Injury Warrant, in respect of the injury for which sick pay is being issued. Because it will not be possible to ascertain immediately for every employee exactly what payments are being made by the Ministry of National Insurance, the employee will be paid initially time pay less 49s. 6d. a week (for sickness) or 68s. 6d. a week (for injuries covered by the National Insurance (Industrial Injuries) Act) or 36s. (for maternity benefit). It will then be the employee's responsibility to claim any adjustment if the amount received from the Ministry of National Insurance is less than the deductions made. (The Ministry do not disclose to employers the amounts paid to workpeople.) The foregoing is subject to the over-riding limitation that the weekly payments made by the Ministry of National Insurance when added to pay issued by the Department will in no case exceed the employee's ordinary time rate.
- (b) No deductions will be made when employees, for some reason, are not entitled to obtain benefit from the Ministry, nor will account be taken of insurance benefit received for the incapacity of the employee's wife or dependant by virtue of their own insurance, death grants, maternity grants, attendance allowance, or disablement benefit.
- (c) Half pay means half the amount payable by the Department when making up full pay, *i.e.*, half the difference between time pay and sick benefit, etc.
- (d) Part-timers will receive sick pay calculated on the ordinary time rate for the hours they regularly work.

### Paid Holidays

9. Paid holidays occurring in a period of sickness or injury are reckonable as part of paid sick leave, but the amount of paid sick leave to which the employee is entitled in any

period of twelve months will be increased by the number of paid holidays so reckoned. Annual paid leave will not reckon against paid sick leave: if an employee falls sick while on annual paid leave, he will be granted sick leave and be permitted to take the balance of annual paid leave later in the leave year.

### Limitations

10. In any period of four years or less, sick leave may not exceed a total of 312 working days (for employees conditioned to a six-day week) or 260 working days (for employees conditioned to a five-day week). Authorised unpaid leave will not be included in these limits. Unpaid sick leave, including injury absence for which no pay is issued, does not reckon as service qualifying for further sick leave. Where previous service has been counted towards the qualifying period mentioned in paragraph 2 it will be counted also in applying the maximum limits of paid sick leave. When sick pay has ceased it will not be restored during the same sick absence.

### Date of Introduction

11. This scheme shall come into operation from the beginning of the pay week containing September 1st, 1948, and is subject to review in two years.

### Important Note

Instructions and guidance in the detailed application of this Scheme to Ministry of Supply industrial employees have been issued in Memoranda Nos. L.5/2374, L.5/2435, L.5/2505, L.5/2512, L.5/2584, L.5/2690 L.5/3116 and L.5/3246.



## SUPERANNUATION BENEFITS

### General

1. The grant of pensions and gratuities to industrial employees (male and female) on termination of service is governed by the Superannuation Acts, 1834-1949. *The following summary is given as a guide only to the main features of the Acts and must not be taken as a full statement of the various statutory provisions and conditions.*

### Established Employees—Pension and Lump Sum

2. On retirement for age (normally 60—see Note 2), ill-health or redundancy, on completion of at least 10 years reckonable service, an annual pension is payable at the rate of 1/80th of annual pay for each complete year of reckonable service up to a maximum of 40/80ths, plus a lump sum of 3/80ths of annual pay for each complete reckonable year, subject to a maximum of 120/80ths. These maximum amounts may in certain circumstances be increased where service continues for one or more complete years beyond the age of 60, whether in an established or an unestablished capacity.

3. On retirement for inefficiency on completion of at least 10 years reckonable service, the Treasury may grant such retiring allowance as they think just and proper but in no case exceeding the amount of pension calculated as in paragraph 2 above.

4. Where retirement is on account of ill-health after more than 10 but less than 20 years reckonable service, pension and lump sum will be paid as if reckonable service had been 20 years, or the number of reckonable years which would have been completed if the employee had served until age 65, if less.

5. An employee at any time after reaching age 50 may retire at his own request, in which case the pension and lump sum calculated as in paragraph 2 above earned at the date of his retirement will not be payable until age 60 unless the Treasury decide otherwise on strong compassionate grounds. If an employee wishes to retire after reaching age 50 and requests immediate pension on compassionate grounds, prior Treasury approval must be obtained.

6. Voluntary resignation before reaching the age of 50 (except in the case of a woman who resigns on marriage), or dismissal for disciplinary reasons at any age, will involve forfeiture of all superannuation rights.

7. The pension of employees whose continuous Government employment (established or unestablished) commenced on or after the 1st March, 1948 will be subject to annual reduction from age 65 (men) or 60 (women) of an amount equal to £1 14s. 0d. for each year of reckonable service, on account of National Insurance retirement pension.

### Established Employees—Widows', Children's and Dependants' Pensions

8. Provision is made for :—

- (a) a contributory pension scheme under which, if the employee dies first (whether in service or after retirement), his widow may receive a pension of one third of the pension which had accrued to her deceased husband at the date of his death (or £26 a year if more), plus an addition for children still undergoing full-time education. No reduction will be made in this pension on account of National Insurance Retirement Pensions whether the deceased commenced Government service before or after 1st March, 1948 ;
- (b) a similar scheme for dependants other than widows and children ; and
- (c) allocation to the wife (or other dependant) of part of the pension awarded to the employee on his retirement, so that if the employee dies first his widow (or dependant) may receive a pension.

Participation in the Widows' and Children's Pension Scheme is compulsory on all male employees who first entered Government service after 14th July, 1949 as soon as they are both established and married, but those who were in service on or before 14th July, 1949 may contract out within six months of being both established and married. Participation in the Dependants' Pension Scheme and allocation of part pension on retirement is optional for all established employees except that no male employee may participate in the Dependants' Pension Scheme while he has a wife living, unless it is to benefit a permanently incapacitated child.



### Established Employees—Gratuities

9. On retirement for age, ill-health or redundancy *with less than 10 years reckonable service*, gratuity is payable at the rate of half of a month's pay for each half year of reckonable service plus, where two or more years service have been completed, 3/80ths of annual pay for each complete reckonable year.

10. When an established female employee, after 6 years total service :—

- (a) resigns her established employment because of her intention to marry (which intention must be notified to the head of her establishment at the time of the resignation), and marries within three months of her resignation, or
- (b) resigns her established employment within one month after marriage,

a marriage gratuity is payable at the rate of one month's pay for each complete year of her established service or, if more favourable, one week's pay for each complete year of the aggregate of her established and unestablished service.

11. On death in service on completion of 10 years reckonable service, a gratuity is payable to the legal personal representatives amounting to one year's pay or, if greater, 3/80ths of annual pay for each year of reckonable service. If the deceased employee was a participant in the Widows' and Children's or Dependants' Pension Scheme this gratuity will be reduced by the amount of any outstanding contributions to the scheme.

12. On death in service on completion of 5 years but less than 10 years reckonable service, a gratuity of one year's pay is payable to the legal personal representatives. As an employee with less than 10 years service is not qualified for a pension, no pension is payable under the Widows' and Children's or the Dependants' Pension Scheme, and any contributions which may have been made to either scheme will be refunded with compound interest to the legal personal representatives.

13. On death in service on completion of less than 5 years reckonable service but not less than 7 years total established and unestablished service, a gratuity of one week's pay (or £1 if greater) for each complete year of service is payable to the legal personal representatives. Contributions to the Widows' and Children's or the Dependants' Pension Scheme will be refunded as in paragraph 12.

*Note 1.* In common with all other servants of the Crown, industrial employees may have their employment terminated at any time (see Para. 99 (a) Industrial Handbook, 1947).

*Note 2.* An established employee may either retire, or be called upon to retire, at age 60. Subject to continued fitness and with the consent of the head of his establishment, he may be allowed to remain in an established capacity until the age of 65, and up to three months beyond if that would enable him to complete one more year of reckonable service. He cannot be allowed to serve further as an established employee, but if re-employed in an unestablished capacity, his pension will be suspended or abated during such unestablished service.

*Note 3.* "Annual pay" and "pay" throughout paragraphs 1 to 13 mean the annual average of pensionable pay received during the last three years of service.

*Note 4.* "Reckonable service" throughout paragraphs 1 to 13 means one half of continuous unestablished service from age 18 but before 14th July, 1949; unestablished service, age 18 or over, from 14th July, 1949 in full; and all established service. It also includes part-time service (of not less than 18 hours a week) which reckons as to one quarter if before 14th July, 1949 and as to one half afterwards.

*Note 5.* Provided a claim has been made and accepted under the appropriate Rules, service in H.M. Forces or in work of national importance during the 1939/45 war may count as unestablished service. Compulsory national service (from 1st July, 1947) is also reckonable provided the employee had previously entered Government Service.

### Unestablished Employees

14. Unestablished employees are eligible only for the grant of gratuity.

15. After a minimum period of 7 years continuous service a gratuity may be paid, on the recommendation of the Head of the Department, to an employee who retires or is discharged from service other than for disciplinary reasons. The gratuity is at the rate of one week's pay (or £1 if greater) for each complete year of service, subject to a maximum of one year's pay.

16. A gratuity calculated on the same basis is payable to the legal personal representatives of an employee who dies (while still in service) after not less than 7 years continuous service.

*Note.* "Continuous service" includes service in H.M. Forces, etc. as in Note 5 above.



## LEAVE FOR MEMBERS OF THE TERRITORIAL, AUXILIARY, RESERVE, OTHER APPROVED NON-REGULAR FORCES, AND CADET FORCES

### I. Territorial, Auxiliary, Reserve and Other Approved Non-Regular Forces

1. Industrial employees with not less than six months' Government service who have been given permission by the Head of the Establishment to become volunteer members of the :—

- (i) Territorial Army ;
- (ii) Senior Division of the Officers' Training Corps ;
- (iii) Royal Auxiliary Air Force ;
- (iv) Royal Air Force Volunteer Reserve ;
- (v) Reserve of Air Force Officers ;
- (vi) Royal Observer Corps ;
- (vii) Corresponding Women's Reserve or Auxiliary Forces ; or
- (viii) Other approved Non-Regular Forces

will, provided they attend annual training in camp or with a unit for the full specified period of training, be granted special leave with pay at plain time rates for the whole of that period, subject to a maximum of two working weeks (88 hours).

2. Special leave with pay at plain time rates will also be granted on the same scale to employees who have been given permission to become volunteer members of the Royal Naval Volunteer Reserve, except that twice the amount of the above allowance may be granted in any year (i.e. a total of four working weeks (176 hours) ) in which 28 days' naval training is performed, provided always that the total special leave with pay for naval training taken in any period of five years does not exceed four times the amount of the normal annual allowance.

3. The above provisions apply only to volunteer members of the Territorial, etc., Forces (including National Service men who before or after the completion of their whole time training volunteer to do their part-time service in the Territorial Army or other volunteer Reserve Forces) but not to National Service men subject to compulsory annual reserve training who, in the ordinary course, are posted to the

Territorial, etc., Forces after completion of their periods of whole time training. Employees in this latter category may be granted special leave without pay for the necessary training period, unless they wish their absence to count, in whole or part, against their normal annual leave allowances.

### II. Cadet Forces

4. Employees who are members of the Cadet Forces of the Royal Navy, Army, or Royal Air Force (e.g. Sea Cadet Corps, Junior Training Corps, Army Cadet Force and Air Training Corps, and the projected Combined Cadet Force) will normally be granted up to one working week's (44 hours) special leave with pay in any year to enable them to attend camp or special instructional courses held under Naval, Military or Air Force auspices.

5. Any pay, as distinct from allowances in lieu of accommodation or rations, received by the individual from the Service authorities during the period of attendance at a Cadet Camp or Course for which special leave with pay is approved, will be deducted from civil pay. Any Service pay received during a period of annual or unpaid leave will be disregarded.

### III. Instructors in Cadet Forces

6. Employees who act as instructors or officers in the Cadet Forces and who attend annual camps or courses will be granted leave as indicated in para. 4 above, but any Service pay and allowances received during periods of special leave with pay will not be deducted from their civil pay.

### IV. Part-time Employees

7. The provisions of paras. 1 to 6, above, will also apply to regular part-time employees. The payment in respect of wages for the period of the annual training for which civil pay is allowed will be based on the hours normally worked.



## APPENDIX XIV

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE OFFICIAL SIDE AND THE TRADE  
UNION SIDE  
OF THE  
JOINT CO-ORDINATING COMMITTEE FOR  
GOVERNMENT INDUSTRIAL  
ESTABLISHMENTS**

**ANNUAL LEAVE**

1. It is agreed that for each full year of service beginning with the 1953 leave year and *pro rata* for any lesser period of service in the year in question :

- (i) The paid annual leave of all Government industrial employees covered by this Committee shall be not less than two weeks in each leave year ;
- (ii) the paid annual leave of employees in the grades set out in Schedule A below shall be the respective amounts shown in the Schedule against those grades ;
- (iii) the paid annual leave of employees in the grades set out in Schedule B below shall be the respective amounts shown in the Schedule against those grades but individual employees at present serving in those grades shall keep their present allowances of paid annual leave on a personal basis ;
- (iv) the paid annual leave of individual employees other than those in the grades set out in the Schedules below who at present enjoy two weeks or more paid annual leave shall not be affected by this Agreement ;
- (v) every employee shall be required to take in one stretch not less than one week of his paid annual leave or as much of such leave as together with any paid public or privilege holiday shall amount to one week of leave ;
- (vi) subject to Departmental requirements, an employee who desires to take two consecutive weeks paid annual leave may be permitted to do so. The general leave arrangements for each leave year shall be discussed as

long ahead as possible through the appropriate Whitley machinery. There should be no variation of any dates fixed for employees' leave save in exceptional circumstances.

2. Nothing in this agreement alters the existing general rule that the granting of any leave is subject to the needs of the Department.

**3. Definitions :**

(a) " Paid annual leave " does not include any paid public or privilege holidays.

(b) " Leave year " shall be interpreted according to the custom of each Department.

(c) " Week " means the standard weekly hours of the grade, i.e., excluding overtime and unpaid meal intervals.

*Signed on behalf of the Official Side      Signed on behalf of the Trade Union Side*

A. J. D. WINNIFRITH  
(Chairman)

J. R. WADE  
F. W. MOTTERSHEAD  
W. B. FODEN  
A. REID  
H. KENDREW  
J. G. STEWART  
R. G. SHEPPARD

(Secretary, Official Side)

18th November, 1952.

W. D. GOSS  
(Vice-Chairman)

H. J. HANCOCK  
E. IRWIN  
A. E. SOONES  
G. F. COOK  
JOHN P. BISHOP  
J. E. HERITAGE  
HARRY W. CRANE

(Secretary, Trade Union Side)

**Schedule A (so far as Ministry of Supply is concerned)—**  
*Grade.      Annual Leave Allowance*

Departmental Examiner Grades,

I. Arm and I.E.M.E.  
Mechanic Examiner, I.D.  
Skilled Examiner, Goffs Oak, A.D.E.  
Viewer, I.C. and I.S.

132 hours after five  
years' service in the  
grade.

**Schedule B. (refers to Royal Mint only).**

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*Supplement*  
*to the*  
*Ministry of Supply*  
*Industrial Handbook*  
*1956*  
*(S.P. 5)*

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SUPPLEMENT  
to the  
INDUSTRIAL  
HANDBOOK 1956 (S.P. 5)

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MINISTRY OF SUPPLY

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## SECTION I

### Resettlement of Apprentices— National Service

Under current arrangements (operative since 1st January, 1947) apprentices have the option to secure deferment of National Service until they have completed their apprenticeship. Where an apprentice elects to undertake a period of National Service during apprenticeship notwithstanding the deferment option, the following terms will apply:

(1) *Period of Apprenticeship.* Apprenticeship will not be completed until the full unexpired period of the original apprenticeship has been served, *unless*, during his National Service the apprentice has worked at his trade and has received training comparable with that which he would have received if he had remained with his employer. Where an apprentice has worked at his trade and received comparable training to that provided in the establishment, time so spent shall count as part of the apprenticeship on production of proof as to the nature of the work, training received, and time so spent.

(2) *Wages.* The full adult skilled rate will not be payable until the interrupted apprenticeship has been completed. During apprenticeship the rates laid down for apprentices according to age or, in the case of South Wales only, according to year of apprenticeship, will apply.



## SECTION II

# MEMORANDUM OF AGREEMENT

Dated 24th November, 1939

between  
**THE MINISTRY OF SUPPLY**

and

**THE AMALGAMATED ENGINEERING UNION**

### **TEMPORARY RELAXATION OF EXISTING CUSTOMS AS TO EMPLOYMENT OF SKILLED MEN, MEMBERS OF THE A.E.U., TO PROVIDE FOR WAR CONDITIONS**

It is hereby mutually agreed:

1. In order to supplement skilled manpower in Ministry of Supply establishments, where it can be shown that skilled men are not available and production is prejudiced, it is agreed that an alternative class of worker may be employed on jobs hitherto done by such skilled men under reservations to be mutually agreed.

2. Supplementary to this, semi-skilled labour may be utilised for the purpose of working with skilled men or under their direction, or of performing such duties as may supplement the work of the skilled men.

3. In the case of machining, the Ministry of Supply shall be entitled to employ men of a semi-skilled character on machines previously operated by skilled men under reservations previously referred to.

4. These reservations shall include that a register of standard type shall be kept of changes made under this agreement and an undertaking shall be given by the Ministry of Supply that, as and when skilled labour becomes available, restoration to the pre-agreement practice shall be made.

Any change so registered shall not be taken into account in considering demarcation claims.

5. The procedure for operating this agreement shall be as follows:

(a) An application for a change of practice shall be considered by a local joint Committee including representatives of the Ministry of Supply establishment concerned and local representatives of the A.E.U., whose agreements shall be effective, subject to confirmation at a later stage by a Central Committee at the Ministry of Supply consisting of representatives of the Department and of the A.E.U.

(b) Failing agreement by the local joint Committee the matter shall be referred for consideration by the Central Committee mentioned in (a) above.

(c) Changes made under this agreement shall be registered by the Ministry of Supply on a standard form and a copy of such registration supplied to the worker or workers affected and to the local representative of the Union and the Executive Council of the A.E.U.

### SECTION III

## Agreement on Redundancy Procedure

1. It has been agreed with the Trade Union representatives of the Ministry of Supply Joint Industrial Council that, in the event of redundancy, the following procedure will apply:

2. **Notification.** When the Head of an Establishment has been authorised to declare a redundancy, he will convene a special meeting of the Joint Factory Committee, Joint Industrial Committee or Industrial Whitley Committee, to which District Officers of Trade Unions will be invited, at which he will notify the extent of and the reasons for the redundancy. The invitation to the District Officers will include information about the nature and extent of the redundancy. The total number of employees to be released will be communicated thereafter to the workpeople themselves by official notices.

3. **Volunteers.** The notices will include an invitation to unestablished employees to volunteer for discharge.

4. **Employees aged 65 and over.** After any volunteers, employees aged 65 and over will be considered for discharge. If the redundancy is insufficient to absorb all employees in this category, the oldest will be discharged first.

5. **Selection.** If the number of volunteers and employees aged 65 and over is insufficient to resolve the redundancy, the Head of the Establishment will select other employees to make up the required number. In doing so, while having regard to the efficiency of the Establishment and, therefore, to the general proficiency and reliability of individual employees, he will adhere as closely as possible to the order determined by length of service. It may also be necessary for him to group separately certain classes of skilled or semi-skilled employees.

Where it is proposed to discharge employees out of seniority order:

(a) the workpeople's representatives and the Trade Union District Officers will be given:

(i) a list in seniority order showing the names of those employees whom it is proposed to discharge including, but specially marking, the names, if any, of those employees whom the management propose to retain out of seniority order:

(ii) a separate list showing the names of those employees, if any, whom it is proposed to retain out of seniority order:

(iii) an oral explanation in each case of the reasons for retention or discharge of employees out of seniority order.

(b) the workpeople's representatives will be given a period of seven days during which they may submit for the consideration of the management any variations from the lists mentioned in (a) (i) and (ii) above. If necessary, the management will convene a meeting at the end of this period at which their decision on any cases submitted will be given orally. District Officers of the Union concerned in such cases will be invited to attend this meeting. In the absence of any suggested variations, notices of discharge will be issued not earlier than 14 days from the issue of the lists referred to at (a) (i) and (ii) above.

In the event of variations being suggested by the workpeople's representatives, notices of discharge will not be issued to the employees concerned until at least 7 days after the management have given their decision.

(c) failing local settlement in particular cases, any further negotiations will be between the Headquarter Trade Unions and the Ministry of Supply.

6. **Men and Women.** At all Establishments where women are employed, separate lists will be prepared for men and women affected by the redundancy and the number of discharges from each list will be determined in accordance with the procedure set out in paragraph 5 above so as to retain the appropriate number of workpeople for continuing requirements on men's work and women's work respectively, no woman being retained on men's



work where suitable male employees are available. For this purpose, the classification of men's work and women's work will be in accordance with the agreed practice at the particular Establishment.

**7. Service reckonable for Redundancy.** Seniority, i.e. length of service will be service reckonable for an award under the Superannuation Acts except that:

(1) service in the Armed Forces, the Merchant Navy or in any of the Women's Services specified in the First Schedule to the Superannuation Act, 1946, is not reckonable for redundancy unless it was preceded by service in an industrial capacity in a Government Department;

(2) non-industrial service shall reckon for seniority for redundancy only:

(a) where the non-industrial service is preceded by service in an industrial capacity in a Government Department; or

(b) where the status of a whole class or grade is changed from non-industrial to industrial; or

(c) where an individual employee performs in a non-industrial grade the same duties as those of an industrial grade and where he is transferred from the former type of grade to the latter;

(3) in the case of juvenile service, seniority for redundancy purposes will be calculated by reference to the original date of entry and not to the date of attaining the age of 16 years.

**8. Compensation Cases and Disabled Persons.** Employees injured in Government employment (whether or not in receipt of Workmen's Compensation or National Insurance Industrial Injury Benefit) and registered disabled persons may be discharged in accordance with the normal procedure so long as the percentage of registered disabled persons at an Establishment does not thereby fall lower than one integer above the standard quota for the time being in force (that is to say not below 4 per cent while the standard remains at the present figure of 3 per cent).

**9. Employees on Sick Leave.** Normal redundancy

action need not be suspended merely because an employee who becomes redundant is on sick leave (paid or unpaid).

**10. Reinstated Employees.** Employees who, after service in H.M. Forces, have been reinstated in civil employment in a Ministry of Supply Establishment in accordance with any statutes for the time being in force, and whose statutory period of reinstatement has not expired, will not be discharged on redundancy without prior reference to these Headquarters through the usual channels.

**11. Dilutees.** Any dilutees remaining in employment will be considered for relegation to semi-skilled or non-skilled employment if they have been upgraded. If they have been recruited as dilutees, they will be discharged before skilled workers in that craft are discharged as redundant. Relegated workers will take their ordinary seniority in the list for further consideration for retention or discharge.

**12. Canteen Workers.** Canteen workers will form a separate group for redundancy purposes.

**13. Established Workers.** Where at a particular Establishment a state of redundancy cannot be resolved by the discharge of unestablished employees, it will be necessary to transfer established employees to another Establishment. Further, the needs of an Establishment for workers of a particular type may be such that in some instances it will be necessary to retain some unestablished employees while requiring the transfer of established employees who, for example, for medical reasons or because they cannot readily be trained in different work, are surplus to the requirements of the Establishment. Such cases will be dealt with under the usual procedure for the transfer of established employees.

**14. Notation of Records.** All workpeople discharged under the procedure prescribed in this agreement will be recorded as having been discharged "on reduction of establishment".

**15. General.** Nothing in this agreement derogates from the right of the Department as an employer to terminate employment, established or unestablished, at any time.



## SECTION IV

# Ministry of Supply Industrial Council, Constitution

### Objects

1. GENERAL OBJECT. To secure, by means of regular joint discussions between official representatives of the Ministry of Supply and representatives of the Trade Unions having members employed in the Industrial Establishments of the Ministry, the fullest measure of co-operation in the administration and work in the national interests, and with a view to the increased well-being of all employed therein.

It will be open to the Council to consider any matters that fall within the scope of this general definition except such as are specifically reserved as the exclusive functions of a Trade Joint Council. Among its more specific objects will be the following:

2. Regular consideration of working conditions in the Department's Industrial Establishments.

3. The consideration of measures for regularising production and employment.

4. The consideration of the methods by which the above objects can best be secured, and of local and other machinery for the settlement of differences between different parties in the various establishments, with the object of securing the speedy settlement of difficulties.

5. The collection, as required, of statistics and information on matters relevant to the work of the various establishments.

6. The consideration of the best means of securing the highest efficiency of the Ministry's establishments, including inventions, and any improvements in machinery, methods or

organisation by which this can be attained; to secure that such inventions or improvements shall give to each party a fair distribution of the benefits derived from the increased efficiency; the utilisation to the fullest extent of the practical knowledge and experience of the workpeople, and the creation of facilities for such knowledge to receive adequate consideration.

7. The maintenance of a high standard of health among the workers in the various establishments, and the consideration of problems relating to welfare, industrial fatigue, factory and workshop equipment, etc., in their relation to health and efficiency.

8. The consideration of the conditions of entry into, and training in the various establishments concerned, in conjunction with the Trade Joint Councils where necessary, and of educational questions in relation thereto.

9. The consideration of matters of a general nature, such as sick absence, holidays, retirement and superannuation.

10. The consideration of arrangements for setting up and adjusting local machinery by way of works, shop or other committees to deal with any or all of the above matters, and the consideration of matters referred to the Council by such committees.

11. Co-operation with other Departmental Joint Councils or with Trade Joint Councils, or with Joint Industrial Councils in private industry, where necessary, to deal with matters of common interest.

## CONSTITUTION

### 1. Membership

The Council shall consist of 30 members appointed as to the Official Side by the Ministry of Supply, except as to one representative appointed by the Ministry of Labour and National Service, and as to the Employees' Side by the Trade Unions having members employed in the various establishments.



Official Side:	No. of Representatives
Ministry of Supply . . . . .	14
Ministry of Labour and National Service . . . . .	1
Total . . . . .	15
<hr/>	
Employees' Side:	
Engineering . . . . .	6
Building . . . . .	1
Miscellaneous . . . . .	2
General Labour . . . . .	6
Total . . . . .	15
<hr/>	

Provided that there need not necessarily be equality in the number of members of the respective sides, and that, so far as the Ministries and the Trade Unions consider necessary, adequate provision is made by the constituent bodies for the appointment of persons directly connected with the various establishments under the Ministry. It shall be open, however, with the permission of the Council, for a national or local representative of any constituent body, other than a member of the Council, to attend a meeting in a consultative capacity.

Provided also that at any time after the expiration of six months from the date of the first meeting of the Council, on the request, of which one calendar month's notice shall be given, of the Ministry of Supply or of any constituent Trade Union on the Employees' Side: a General Meeting of the Council may be convened to consider and approve the redistribution of the nominations amongst the constituent bodies, provided, however, that one side can call only for a revision of its own representatives.

Ordinarily the Treasury will not be represented upon a Departmental Joint Council, but when any item appears upon the Agenda which, in the opinion of the Chairman, involves an important matter for the consideration of the Treasury, he shall make arrangements for that Department to be represented at the meeting of the Council.

Provided also that when giving notice of a motion it shall

be open to a member on the Employees' Side to request the Chairman to arrange for the attendance of a Treasury representative.

## 2. Re-appointment

The representatives first appointed shall serve for one year from the date of the first meeting, and shall be eligible for re-appointment by the Ministry of Supply (or Ministry of Labour and National Service) or Trade Unions as the case may be. Casual vacancies shall be filled as they occur, in the same manner as the original appointment, the member so appointed sitting for the remainder of the current term of the Council.

Provided, however, that where a representative cannot attend a meeting of the Council, an accredited deputy may be sent by the Ministry of Supply (or Ministry of Labour and National Service) or the Trade Union concerned.

## 3. Committees

The Council may delegate special powers to any committee it appoints. It may appoint a General Purposes Committee to deal with urgent matters or with such other questions as may be so disposed of without prior submission to the Council, and may appoint such other Standing, Sectional or other Committees as may be necessary. The Reports of all committees shall be submitted to the Council for confirmation.

The Council shall have power to appoint on committees, other than the Executive Committee, such persons not necessarily being members of the Council as may serve the special purposes of the Council.

## 4. Co-opted Members

The Council may allow committees other than the Executive Committee to co-opt such persons of special knowledge not being members of the Council as may serve the special purposes of the Council.

## 5. Officers

Chairman. The Chairman shall be a member of the Council appointed by the Minister.

The Vice-Chairman shall be a member appointed by the Employees' Side of the Council.

In the absence of the Chairman, a Chairman shall be appointed by and from the members present at the meeting.

Secretaries. A Secretary shall be appointed from each side of the Council. The necessary clerical assistance required at meetings of the Council shall be provided by the Ministry.

#### 6. Meetings of the Council

The ordinary meetings of the Council shall be held as often as necessary and not less frequently than once a quarter. The meeting held in the third quarter of the year shall be the annual meeting. An agenda shall be circulated to all members not less than 7 days prior to each meeting of the Council.

A special meeting of the Council shall be called within 14 days by either Secretary on the receipt of a requisition from the Secretary of the other side. The matters to be discussed at a special meeting shall be stated upon the notice summoning the meeting.

#### 7. Voting

Decisions of the Council shall normally be by agreement, but a vote may be taken by a show of hands or otherwise as may be determined. No resolution shall be regarded as carried unless it has been approved by a majority of the members present on each side of the Council.

#### 8. Quorum

The quorum shall be a majority of the members of each side of the Council.

#### 9. Expenses

The Trade Unions or Groups of Trade Unions shall be responsible for the travelling and other personal expenses of their representatives attending meetings of the Council or its Committees.

#### 10. Amendment of Constitution

The "Objects and Constitution" of the Council may be amended at the Annual General Meeting, or at an Extraordinary General Meeting, of the Council. No Amendment shall be made except after notice given, and circulated on the agenda, to the members of the Council at least 14 days prior to the meeting.

## SECTION V

### MEMORANDUM OF AGREEMENT

between

THE OFFICIAL AND TRADE UNION SIDES

of the

JOINT CO-ORDINATING COMMITTEE FOR  
GOVERNMENT INDUSTRIAL ESTABLISHMENTS

#### CODE OF INDUSTRIAL TRAVELLING RULES

IT IS AGREED that the following code shall apply with effect from the beginning of the first full pay period following the 1st March, 1952, to industrial employees of any of the Government Departments covered by the Joint Co-ordinating Committee (with the exception of those industrial employees whose conditions of service in these respects are regulated in accordance with outside trade agreements), when sent away on temporary detached duty within the United Kingdom as a result of which additional expenses are necessarily incurred. When claiming allowances at regulated rates employees are not generally called upon to show that they have incurred extra expense to the amount claimed; nevertheless the basic underlying principle of subsistence allowances is to meet extra expense incurred through absence on duty, and they are not part of an employee's pay.

This code applies only to temporary detached duty. There are separate regulations governing the payment of allowances to employees on transfer.

This agreed code supersedes and cancels all previous agreements and departmental rules. It is subject to revision or supersession on three months' notice given by either of the parties to the agreement.



# PART I. DETACHED DUTY INVOLVING OVERNIGHT ABSENCE

## (a) Rates and Conditions of Payment of Night Subsistence Allowances

1. Night rates of subsistence allowance are payable to an employee for a period of absence on temporary detached duty necessitating absence at night from home, i.e. from his usual place of residence. A night allowance covers a complete period of 24 hours reckoned from the time of departure from home or usual place of duty, though it will not be reduced for a total absence of less than 24 hours if it has been necessary to take accommodation away from home. Payments are at the rates shown in paras. 2, 3 and 4 below.

2. The rate of 23s. a night will be paid during the first week of absence.

3. During the second to the fourth week (inclusive) of absence the rate payable will be 16s. a night.

4. During the fifth to the fifty-second week (inclusive) of absence the nightly rate shown in the following table will be payable.

Period	(i) Married man (or other employee with equivalent responsibilities for dependants) while separated from and continuing to maintain elsewhere, dependants with whom he normally resides	(ii) Married man (or other employee with equivalent responsibilities for dependants) who has continuing liabilities or excess liabilities after he has been joined by dependants at the place of detached duty	(iii) All other employees
5th to 52nd weeks (inclusive)	8s.	3s. 6d.	3s. 6d.

## (b) Breaks in Tours of Detached Duty

5. A tour of detached duty may be broken by secondary detached duty elsewhere, by return to the home station, or by absence during annual leave or sick leave, involving absence at night from lodgings. Such breaks and subsequent return to the first place of detached duty\* will be treated as in the following two paragraphs.

6. If the break is occasioned by secondary detached duty elsewhere, the allowances payable in respect of the place of secondary detached duty will be the standard rates shown at paras. 2, 3 and 4.

7. In respect of the first place of detached duty allowances will be payable as follows:

(i) Breaks which occur before the completion of one full week at that station.

No allowances will be paid during the break. The return to the first place of detached duty after an absence of more than 3 nights will be treated as the beginning of a new tour of duty. Where, however, the absence has been of 3 nights or less, the period after return will be treated as though it had been continuous with the period before the break.

(ii) Breaks which occur after the completion of one full week at that station and last not more than 7 nights.

The appropriate rate under paras. 3 or 4 will continue during the break to cover retention of lodgings at the first place of detached duty. On return to the first place of detached duty the employee will be treated as though he had been continuously at that station.

(iii) Breaks which occur after the completion of one full week at that station and last more than 7 nights but not more than four weeks.

(a) If it is known that the employee will return to the first place of detached duty within four weeks, payment of allowances under paras. 3 and 4 (i) or (iii) will cease but he will make arrangements for the retention of his lodgings and will be paid 12s. 6d.

\* NOTE:—(a) Where the absence is due to annual leave or to sickness, the "first place of detached duty" in this section denotes "the place of detached duty".

(b) Absences due to any other reasons will not be considered as breaks.

a week (1s. 10d. a night for odd nights beyond any complete week's period) during the break. On return to the first place of detached duty he will be treated as though the period of duty after return had been continuous with the period of duty before the break.

If he is in receipt of an allowance under para. 4 (ii) at the first place of detached duty, that allowance will continue during the break, but on return to the first place of detached duty he will be treated as though he had been continuously at that station.

- (b) If it is not known whether the employee will return to the first place of detached duty within four weeks, allowances under paras. 3 and 4 (i) or (iii) will cease. Such an employee will, on return within four weeks to the first place of detached duty, be paid the rates at paras. 2 and 3 during the first four weeks after return, and thereafter he will be treated as though he had been continuously at that station.

If, at his first place of detached duty, the employee was, however, in receipt of an allowance under para. 4 (ii), that allowance will continue during the break until the employee is able to arrange for his dependants either to return home, or to join him at his place of secondary detached duty. On returning within four weeks to the first place of detached duty, such an employee will be treated as though he had been continuously at that station, if there has been no interruption of payment of the allowance under para. 4 (ii). If, however, payment of the allowance has been discontinued the employee, on return to the first place of detached duty, will resume entitlement to allowances under paras. 2 and 3 during the first four weeks after return and will, thereafter, be treated as though he had been continuously at that station.

- (iv) Breaks which occur after the completion of one full week at that station and last more than four weeks.

Allowances under paras. 3 and 4 (i) or (iii) will cease, but return to the first place of detached duty will be treated, for

such an employee, in every respect as the beginning of a new tour of duty.

If, at the first place of detached duty, the employee was in receipt of an allowance under para. 4 (ii), payment of that allowance will continue until the employee is able to arrange for his dependants either to return home or to join him at his place of secondary detached duty, for a maximum period of three months. On return to the first place of detached duty such an employee will be treated as though he were beginning a new tour of duty, but only if there has been an interruption of payment of the allowance under para. 4 (ii) in respect of that station; if there has been no interruption of payment the employee will be treated as though he had been continuously at that station.

### (c) Payment of Fares

(Applicable to employees on detached duty receiving allowances under Sections (a) and (b)).

8. Fares will be paid for an employee's journey from his existing place of duty (or his home) to a place of detached duty involving absence at night from home and back at the end of the tour of detached duty.

9. Fares may be paid to married men or those with equivalent responsibilities for a visit home nine times annually from the date of commencement of detached duty and, to others, for a visit home three times annually from the date of commencement of detached duty.

Payment of fares should normally be allowed not more frequently than once a month to married employees and not more than twice in any period of six months to single employees.

10. Fares may be paid to an employee who has to return home by reason of his sickness, while on detached duty involving absence at night from home, and back, if necessary, on resumption of detached duty.

11. The fares of an employee's wife or other dependants with whom the employee normally resides, may be paid to enable them to rejoin him at a place of detached duty involving absence at night from home for four weeks or more and to return on completion of the tour of detached duty.



An employee who is joined by his wife or other dependants at the place of detached duty will cease to be eligible for the payment of fares under para. 9 above.

12. If an employee who has been joined by his wife and/or other dependants with whom he normally resides, is sent on secondary detached duty elsewhere for a period which is either indeterminate or more than four weeks (under para. 7 (iii) (b) or (iv) fares may be paid to enable them to accompany or follow him or to return home.

13. The fares payable will be the cost of travel by public conveyances, but not by taxis. Rail fares will be those for \*third class travel; booking fees and gratuities to porters, etc., will not be admissible.

**(d) Rates and Conditions of Payment for Travelling Time**

14. Travelling time will be paid for those journeys by an employee for which fares are payable under paras. 8 and 10 above.

It will not be paid for those journeys for which fares are payable under para. 9 except for two journeys taken in connection with annual leave.

15. Travelling time will be paid for the actual time necessarily spent on the journeys, within a maximum of eight hours outside the normal working hours on any one day. On Saturdays or Sundays, travelling time up to eight hours outside the hours of an ordinary working day will be admissible.

16. Travelling time payments will be at the common time rate for the grade in which the traveller is normally employed; Sunday travel, however, will be paid for at the rate of time and a half. Where, however, the travelling is itself the detached duty (e.g. where a lorry driver is engaged on driving duties, a driver's mate is attending a vehicle on the road, or an employee is travelling by train for the purpose of accompanying stores), it will be paid for as working time.

**(e) Travelling during the Night**

17. If an employee necessarily travels during the night on

\*Second class as from 3rd June, 1956.

a duty journey payment will be made for travelling time under para. 15. Full rates of night subsistence allowance will be payable unless the employee occupies a sleeper, in which case the allowance will be subject to reduction by one-third. The cost of a \*third-class sleeper accommodation may be claimed for long-distance overnight travel.

**(f) Visits Home at Week-ends and Holiday Periods**

18. If an employee is required to work at one place of detached duty immediately before and immediately after a week-end, he may remain there over the week-end and the appropriate allowances under paras. 2, 3 or 4 will be payable for the Friday, Saturday and Sunday nights.

19. If he is not required for work during the week-end, and prefers to return home, the Friday, Saturday and Sunday night allowances will nevertheless be paid, but no additional payment will be made in respect of fares or travelling time for the journeys to his home and back, nor for retention of lodgings at the place of detached duty.

20. Week-ends extended by holidays or closed days will be dealt with similarly; allowances under paras 2, 3 or 4 being payable for the night of a holiday or closed day.

**(g) Allowances Payable if an Employee remains in his Lodgings when Absent from Work**

21. An employee, on detached duty involving absence at night from home, may be absent from work owing to sickness or annual leave. If he leaves his lodgings he will be dealt with under para. 5. If, however, he remains in his lodgings, he will be dealt with as follows:

**Sickness**

(A) If he remains in the accommodation ordinarily occupied there, payment of the appropriate allowance under paras. 2, 3 and 4 will continue provided that:

- (i) resumption of work can reasonably be expected within three weeks, or
- (ii) a doctor's certificate saying the employee is unfit to travel home is produced.

If the allowance has been continued on the assumption that work will be resumed within a period of three weeks and

\*Second class as from 3rd June, 1956.

this period is actually exceeded, Departments may authorise continuance of payment, exceptionally, for a fourth week.

(B) If it is unlikely that he will be fit to resume work within three weeks, he should return home at the earliest possible moment, if fit to travel (see para. 10).

#### *Annual Leave*

(A) For annual leave not exceeding one working week: the appropriate allowances under paras. 2, 3 and 4 will continue.

(B) For annual leave exceeding seven nights: if an employee who is in receipt of allowances under paras. 2, 3, 4 (i) or 4 (iii) certifies that he remained in his lodgings at the place of detached duty during his annual leave and produces receipts to support his claim, the appropriate allowances under paras 2, 3, 4 (i) or 4 (iii) may continue throughout the period of leave. If an employee is in receipt of an allowance under para. 4 (ii) that allowance will continue.

#### *(h) Visits by Wife or Dependants*

22. The wife or dependants of an employee on prolonged detached duty may visit him for periods not exceeding a fortnight without thereby affecting his entitlement to receive allowances under para. 4 (i). For periods of such visits exceeding a fortnight, allowances under para. 4 (i) will not be payable and employees will be expected to report each such case.

23. Para. 22 above is intended to meet the case of occasional visits. If the visits are frequent, Departments reserve the right to withdraw allowances under para. 4 (i) for the full periods of such visits, or altogether if the wife or dependants can be regarded as having virtually rejoined the employee at his place of detached duty.

#### *(j) Night Duty*

24. An employee on night duty will be treated like one on day duty. Subsistence Allowance at night rates will not be payable in respect of detached duty at night but will become admissible if he has to take sleeping accommodation away from home during the day. If while on night duty he is on

detached duty within a reasonable distance of his home in circumstances which would qualify him for subsistence allowance at day rates he will be dealt with under Section (k).

25. An employee engaged by day or by night on driving or standing-by duties on the road or on accompanying stores by train will be paid day allowances under Section (k) in addition to wages, irrespective of the distance from his home, for any period of less than 24 hours provided that no claim is made for a night allowance in respect of sleeping accommodation taken during that period. For any complete period of 24 hours, night rates will be payable, but day rates will not be paid during the same period.

## **PART II. DETACHED DUTY INVOLVING ABSENCE BY DAY**

### **(k) Rates and Conditions of payment of Day Subsistence Allowances**

26. An employee is expected to work at his usual place of duty without allowances, and to travel between that place and his home at his own expense and in his own time—but see para. 27.

27. If an employee is required by the nature of his duties to move so frequently that he has no usual place of duty he will be assigned a headquarters normally at the depot or local office to which he reports and from which he receives his orders, or some other convenient centre in his home area. Such headquarters will, for the purpose of day subsistence allowance regulations, be regarded as his usual place of duty.

28. Within nine miles' radius of an employee's home Departments will normally change an employee's usual place of duty after two months of temporary detached duty.

29. Day rates of subsistence allowance at rates laid down in this Section will be payable for a period of absence on temporary detached duty beyond a radius of three miles from an employee's usual place of duty (as defined above), provided that the place of such detached duty is within nine miles' radius of his home.

\*\*\*



30. For secondary detached duty within reasonable daily travelling distance of an employee's place of detached duty, day rates of subsistence will be payable under the conditions laid down in this Section irrespective of any allowances payable under the night subsistence allowance regulations.

31. An employee whose daily travel to a place of detached duty is more than nine miles from his home or lodgings will be treated in accordance with Section (n).

32. Day subsistence allowances are payable, where the nearest gate of the establishment of the place of temporary detached duty is more than three miles' radius from the nearest gate of the establishment where the employee usually works, at the rate of 2s. 6d. for absences of five hours or more, but under nine hours, and 6s. for absences of nine hours or more, provided that meals during the period of detached duty are not taken at home.

33. When an employee travels from and returns to his usual place of duty, the reckonable period of absence will be the period away from his usual place of duty.

34. When an employee travels from and returns to his home, the reckonable period of absence will be the period away from home less the normal travelling time required between his home and his usual place of duty.

35. For the day of return from a tour of detached duty involving absence at night from home, an allowance of 2s. 6d. will be paid if the total period of absence on that day is five hours or more and 6s. if the total period of absence is nine hours or more. The period of absence will reckon from the expiration of one or more complete periods of 24 hours from the commencement of the outward journey from home or usual place of duty at the home station.

#### **(l) Payment of Fares**

36. No fares are payable between an employee's home and usual place of work at his home station nor between his lodgings at a place of detached duty and his usual place of work at that station (except in so far as an Assisted Travel Scheme may be in operation at the establishment in question).

37. For travelling on duty to a place other than the usual

place of work, fares (limited to the cost of the cheapest means by which the duty can be efficiently performed) will be paid as follows:

(a) When an employee travels from and returns to his usual place of duty, the fares admissible will be those for the journey from and to his usual place of duty.

(b) When an employee travels from and returns to his home, the fares admissible will be those for the journeys from and to his home less the fares normally incurred between home and usual place of duty.

(c) If an employee at a Government Industrial Establishment normally cycles to his usual place of work, and if he is required to travel on duty to a place other than his usual place of work in circumstances to which the provision of the previous sub-paragraph would apply, the cost of the journey from his home to his usual place of work will be assessed at the rate of  $\frac{1}{2}$ d. per mile for the purpose of calculating "the fares normally incurred between home and usual place of duty".

38. Gratuities to porters, etc., and booking fees will not be admissible.

#### **(m) Rates and Conditions of Payment for Travelling Time**

39. No payment will be made in respect of travelling time between home and usual place of work at the home station, nor between lodgings at a place of detached duty and the usual place of work at that station (except in so far as special arrangements for payment may have been made with due authority).

40. For travelling on duty to a place other than the usual place of duty, travelling time will be paid as follows:

(a) When an employee travels from and returns to his usual place of duty, the reckonable time for which travelling time payment will be made will be the time necessarily spent on the journeys from and to his usual place of duty.

(b) When an employee travels from and returns to his home, the reckonable time for which travelling time payment will be made will be the time necessarily spent on the

journeys from and to his home less the time normally spent on the journeys between home and usual place of duty.

41. The rates at which admissible travelling time will be paid are as follows:

(a) An employee who is required to travel in the service of his Department and does so as a passenger without any duties to perform while travelling, shall be paid for the time taken on such journeys outside his normal hours of duty on week-days at time and a quarter, and for all time between midnight on Saturday and midnight on Sunday at time and a half.

(b) An employee who is required to travel on journeys in which he travels with duties to perform while travelling, shall be paid for the time so spent at the appropriate rates for ordinary time, overtime or work on Sunday as the case may be.

**(n) Option to Travel Daily to a Place of Detached Duty for which a Change of Residence would be Reasonable**

42. If an employee is sent away on temporary detached duty for a period of two consecutive days or more to a place which is outside nine miles' radius of his home (his lodgings in the case of secondary detached duty involving absence at night from home) and outside three miles' radius of his usual place of work, a change of residence will be regarded as reasonable.

43. If the employee takes fresh accommodation at such a place of detached duty, his case will be considered under the regulations governing night rates of subsistence allowance.

44. If the employee travels daily on five or more consecutive working days to such a place of detached duty, day allowances under Section (k), fares under Section (l), and travelling time under Section (m), will be payable subject to an overriding maximum payment of an amount equal to the amount which would have been admissible had the employee remained at the place of detached duty at night.

45. Daily travel from home will be permissible only where it can be undertaken without reducing the normal working hours at the detached duty station.

46. Detached duty to a place beyond nine miles' radius of his home (or lodgings) for a period of less than five consecutive working days which can reasonably be performed without night absence from home will be dealt with on the same basis as detached duty within nine miles' radius under Sections (k), (l) and (m) without the limitation referred to under para. 44.

**(o) Assimilation**

47. Employees who are on detached duty necessitating absence at night from home at the date when this agreement comes into operation will enter the new Scheme at the point which they would have reached had it been in force at the commencement of their present tour of duty.

*Signed on behalf of the Official  
Side of the Joint Co-ordinating  
Committee for Government  
Industrial Establishments:*

A. J. D. WINNIFRITH,  
Chairman.

V. BOVENIZER.

R. G. SHEPPARD,  
Joint Secretary.

*Signed on behalf of the Trade  
Union Side of the Joint  
Co-ordinating Committee  
for Government Industrial  
Establishments:*

W. D. GOSS,  
Vice-Chairman.

HARRY W. CRANE,  
Joint Secretary.

JOHN P. BISHOP.

J. E. HERITAGE.

A. E. SOONES.

H. J. HANCOCK.

E. IRWIN.

G. F. COOK.

W. HUTCHINSON.

1st March, 1952.

*Note:* The rates shown in Part I (a) are those current at 30th April, 1956.



## SECTION VI

# MEMORANDUM OF AGREEMENT

between

THE OFFICIAL AND TRADE UNION SIDES

of the

JOINT CO-ORDINATING COMMITTEE FOR  
GOVERNMENT INDUSTRIAL ESTABLISHMENTS

## TRANSFER RULES FOR INDUSTRIAL EMPLOYEES IN THE UNITED KINGDOM

IT IS AGREED that the following rules shall apply with effect from the beginning of the first full pay period following 1st January, 1953, to Government industrial employees covered by the Joint Co-ordinating Committee for Government Industrial Establishments. Amongst such employees will be included those whose conditions of service are regulated in accordance with outside trade agreements; and these rules shall operate in the place of any provisions in such agreements relating to matters covered by this agreement.

In the Admiralty Yard Craft and War Department Fleet, this agreement applies to those industrial employees only who obtain accommodation on shore.

This agreement supersedes and cancels all relative departmental rules and is subject to revision or supersession on three months' notice given by either of the parties.

### A. DEFINITIONS

#### 1. The Nature of a Transfer

- (a) A move will be transfer from the beginning if it:
  - (i) marks, as far as can be foreseen, the final cessation of an employee's work at the former station; or
  - (ii) is a consequence of the move of the whole or part of an establishment which, therefore, ceases to exist at the former station.

(b) An employee on detached duty may be transferred to the place at which he is serving on such duty at any time during the first 52 weeks if:

- (i) his establishment, or the part of it to which he was attached, moves to the place at which he is serving on detached duty;
- (ii) his establishment, or the part of it to which he was attached, closes down and he can be offered a vacancy at the place at which he is serving on detached duty;
- (iii) he desires to remove his household to unfurnished accommodation at the place at which he has been serving on detached duty, and the department gives prior approval to the move.

(c) At the end of the 52nd week of detached duty at any one place (inclusive of any short breaks for which allowances are payable under the Code of Industrial Travelling Rules) a department will have the discretion to transfer an employee to the place of such detached duty.

#### 2. Married Householder

A married householder, for the purpose of these rules, is a married male employee who was living with his dependants in unfurnished accommodation at his permanent station at the date of transfer or at the date of detachment if the transfer was immediately preceded by a period of detached duty.

#### 3. Single Householder

A single householder, for the purpose of these rules, is a single employee who was living in unfurnished accommodation at his permanent station at the date of transfer or at the date of detachment if the transfer was immediately preceded by a period of detached duty.

#### 4. Married Employee

A married employee, for the purpose of these rules, is a

married male employee who was living with his dependants at his permanent station at the date of transfer or at the date of detachment if the transfer was immediately preceded by a period of detached duty.

#### 5. Single Employee with Responsibilities equivalent to those of a Married Employee

A department will have discretion to decide whether, for the purpose of these rules, a single employee with certain responsibilities may be treated in every respect as a married employee.

#### 6. Weekly Rate of Pay

The weekly rate of pay of an employee, whether employed on timework or under any system of payment by results, will be his timework rate for the number of hours per week to which he is normally conditioned.

### B. ALLOWANCES PAYABLE UNDER THE RULES SINGLE PAYMENTS

#### 7. Preliminary Visit to New Station

When a married employee wishes to visit the new station in order to search for accommodation (and the department considers the request to be reasonable) he may be allowed up to three days paid leave. Subsistence allowances at the rate laid down in paragraph 2 of the Code of Industrial Travelling Rules may be paid in respect of not more than two nights. Travelling expenses at the \*third class rate by the cheapest route may also be paid.

Should the employee be accompanied by his wife or one other dependant, the extra travelling expenses involved may be paid on the same conditions as those payable to the employee. Subsistence allowances at half the rate laid down in paragraph 2 of the Code of Industrial Travelling Rules may also be paid in respect of the wife or dependant for not more than two nights.

\*Second class as from 3rd June, 1956.

#### 8. Legal and Other Expenses on House Sale and Purchase

(a) *At the Old Station.* When a married or single householder sells the house which he occupied at the old station at the date of transfer, he may be allowed a grant of 85 per cent. (not exceeding £60) of agents' or auctioneers' fees and 85 per cent. (not exceeding £40) of legal fees relating to the sale.

These grants will not be paid in cases where an employee defers the sale of his house by reason of letting it other than furnished while he occupies temporary furnished accommodation at the new station.

(b) *At the New Station.* When a married or single householder purchases the permanent unfurnished accommodation first occupied at the new station, he may be allowed a grant of 85 per cent. (not exceeding £125) of necessary expenses relating to the purchase (such as legal fees, stamp duty, one survey fee, mortgage fees, etc.).

In some areas it is the invariable local practice for the purchaser of a house to be required to pay the legal expenses. house agents' or auctioneers' fees (or some part thereof) which are normally borne by the vendor. In such cases the legal expenses will be included in the legal expenses mentioned above (the maximum grant remaining unaltered) and a separate grant of 85 per cent. (not exceeding £60) may be made of agents' or auctioneers' fees.

(c) Except for temporary furnished accommodation taken prior to the purchase of the house, an allowance under paragraph 9 will not be paid in addition to any payments made under this paragraph.

#### 9. Tenancy Agreement at the New Station

A grant not exceeding £20 may be made to a married employee towards the cost of a tenancy agreement at the new station. A grant will normally be made in respect of one agreement only, but in exceptional circumstances a further grant in respect of a second agreement may be paid provided that the sum of £20 is not exceeded in respect of the two agreements together.

An allowance under paragraph 8 will not be paid in

\*\*\*\*



addition to any payments made under this paragraph except as specially provided for in that paragraph.

#### 10. Miscellaneous Expenses

(a) When a married or single householder obtains permanent unfurnished accommodation at the new station, a grant may be made in respect of necessary items of expenditure arising out of the move (e.g. alterations to fittings and fixtures, cleaning of property, etc.).

The grant will be at the following rates:

<i>Weekly Rate of Pay at the date of Transfer</i>	<i>Grant</i>
Not exceeding 127s. . . . .	£ s. 15
Exceeding 127s. but not exceeding 232s. . . . .	22 10
Exceeding 232s. . . . .	30

A grant at the above rates may be paid only where the accommodation comprises three or more main rooms plus the usual domestic offices. Where the new accommodation is less than the foregoing, the grant will be reduced by 50 per cent.

Where the new accommodation comprises a single room, the amount of the grant will be £3 10s.

(b) Where a grant at the full rate is payable under paragraph (a) above, the cost of one test of drains at the selected house may also be paid. The cost of the test of drains at more than one house will not be allowed.

#### 11. School Fees at the Old Station

Where a married employee is unable to obtain a refund in respect of the unexpired portion of any school fees paid at the old station in respect of his children, he may be paid compensation for the loss involved for the remainder of the school term current at the date of the transfer subject to the production of evidence that such sum was irrecoverable and provided that school fees at the new station were paid by him for the period in question.

#### 12. Travelling Expenses and Subsistence Allowances on Transfer

(a) The travelling expenses of an employee and the

dependent members of his household at the date of the transfer may be paid at the \*third class rate for the journey from the old to the new station by the cheapest route.

(b) Subsistence allowances at rates and subject to the conditions laid down in the Code of Industrial Travelling Rules may be paid at the full rate in respect of the employee and at half this rate in respect of those members of his household whose fares are paid at the public expense.

(c) The travelling time of an employee may be paid for the time spent on the journey as defined in paragraph (a) above.

#### 13. Expenses of Removal

The following allowances may be paid to married or single householders:

(a) *Removal of Furniture.* The cost of the removal of the ordinary effects, within reasonable limits, which comprise the household of the employee at the date of the transfer may be allowed.

Three competitive tenders must be obtained (where the distance involved is over 60 miles, one must be that of the Railway Executive or contractors nominated by them) and the sum paid will not exceed that of the lowest tender.

(b) *Storage Charges.* Storage charges for any or all of the effects mentioned in (a) above may be paid in addition to removal costs where the complete removal cannot be carried out and the department is satisfied as to the justification for such charges.

(c) *Additional Insurance.* The additional cost occasioned by an insurance of the effects mentioned in (a) above during the actual move, and period of storage may be allowed.

(d) *Return Visit to Superintend Removal.* When the department is satisfied that a visit to the old station to superintend removal is necessary, the travelling expenses in respect of the householder for such a visit at the \*third class rate by the cheapest route may be paid. In addition, subsistence allowances at the rates and subject to the conditions laid down in the Code of Industrial Travelling Rules may be paid where an employee is unable to avail himself of the use of his previous accommodation.

Paid leave up to a maximum of two days may be granted.

\*Second class as from 3rd June, 1956.



## C. CONTINUING PAYMENTS AFTER AN EMPLOYEE HAS LEFT THE OLD STATION

### 14. Subsistence Allowance during Initial Period at the New Station

When an employee has been unable to obtain lodgings at the new station and consequently stays in an hotel or similar accommodation, he may be paid subsistence allowance up to 28 nights at the rates laid down in paragraphs 2 and 3 of the Code of Industrial Travelling Rules. Claims must be supported by evidence that hotel or similar type accommodation has been occupied during the period covered by the claim.

### 15. Lodging Allowances

(a) A married employee may, after the expiry of the first 28 nights at the new station or upon obtaining lodgings (whichever is the earlier), be paid an allowance of 8s. a night until such time as he is joined by his dependants.

The payment of this allowance is dependent upon the employee satisfying his department that it is the intention of himself and his family to be re-united at the new station as soon as possible.

In the case of an employee who is not a householder the payment of the allowance will not continue for more than 12 months.

(b) When an employee in receipt of lodging allowance is required to proceed on detached duty for which allowances are payable under the Code of Industrial Travelling Rules, an allowance for the retention of his lodgings at the rate of 12s. 6d. a week (1s. 10d. for odd nights) may be paid up to a maximum of four weeks on any one occasion.

*Note.*—An employee who is in receipt of lodging allowance under paragraph 15 may be paid an allowance for the retention of his lodgings at the rate of 12s. 6d. a week (1s. 10d. for odd nights) when absent from his new station on annual leave. Payment of the allowance will be subject to the following conditions:

- (i) that the employee has to keep on his accommodation and
- (ii) that he also has to pay rent at the same time at his old station.

(c) Where an employee is eligible for the payment of lodging allowance, but prefers to travel daily from his old station, his excess travelling expenses may be paid within the limits of lodging allowance.

Employees benefiting under this paragraph with the exception of sub-paragraph (b) will be required to give an undertaking that they will move their household as soon as circumstances permit.

(d) In no circumstances will lodging allowance be paid to an employee at the same station for longer than five years without specific Treasury authority, which will be given only in very exceptional circumstances.

### 16. Allowance in Respect of Accommodation obtained at the New Station Prior to Transfer

Where a married employee obtains accommodation at the new station in advance of the date of his transfer, he may be paid an allowance at a rate not exceeding that of lodging allowance in respect of the rent of such accommodation.

A married employee who does not intend that his family should join him immediately on transfer and a single employee may be paid an allowance not exceeding 21s. a week in respect of the rent of any accommodation obtained at the new station prior to transfer.

The payment of these allowances will not continue for more than one month.

### 17. Continuing Commitments at the Old Station

A married employee who has been joined by his dependants at the new station but who has to continue to pay rent in respect of the accommodation previously occupied at the old station may be paid an allowance at a rate not exceeding that of lodging allowance.

A single employee with a similar liability may be paid an allowance not exceeding 21s. a week.

The payment of these allowances will normally not continue for more than three months.

### 18. Special Rent Allowance

(a) A special rent allowance may be paid to married employees under the following conditions.



Where a married employee on transfer moves from :

- (i) unfurnished to unfurnished accommodation;
- (ii) unfurnished to furnished accommodation and satisfies his department that he is trying to obtain unfurnished accommodation as soon as possible;
- (iii) furnished to furnished accommodation;

and the rent of the accommodation at the new station exceeds that at the old station he may be paid an allowance equal to either (a) the excess of the new rent over the old, or (b) the difference between the weekly rent at the new station and the appropriate standard rent as follows, whichever is the less.

<i>Weekly Rate of Pay</i>	<i>Standard Rent (Weekly)</i>
Not exceeding 107s. . . . .	15s.
Exceeding 107s. but not exceeding 128s. . .	17s.
Exceeding 128s. but not exceeding 149s. . .	19s.
Exceeding 149s. but not exceeding 170s. . .	21s.
Exceeding 170s. but not exceeding 191s. . .	23s.
Exceeding 191s. but not exceeding 212s. . .	25s.
Exceeding 212s. but not exceeding 233s. . .	27s.
Exceeding 233s. but not exceeding 254s. . .	29s.

(b) The maximum amount of the allowance and the maximum period during which payment may be made will be as follows:

in sub-paragraph (a) (i) above, 21s. weekly subject to withdrawal at six months' notice;

in sub-paragraph (a) (ii) above, 42s. weekly subject to withdrawal at six months' notice;

in sub-paragraph (a) (iii) above, 42s. weekly for six months only. After that time an allowance equal to half that assessed as in (a) within a maximum of 21s. weekly may be paid for six months.

The payment of this allowance will be conditional upon the department being satisfied that the employee is actively seeking cheaper accommodation.

These allowances will be reviewed and, where necessary, reassessed at six monthly intervals from the date of the first payment of the allowance.

(c) No special rent allowance will be paid to a single householder except where he moves from unfurnished accommodation at his old station to temporary furnished accommodation at his new station while seeking suitable unfurnished accommodation. The allowance payable under these circumstances will be assessed as in sub-paragraph (a) above subject to a maximum of 21s. weekly, but will not be payable for more than 12 months.

(d) The amount of the rent referred to for the purposes of this paragraph will exclude all charges for heating, lighting, and services.

(e) Where an employee owns or owned the accommodation at the new or old station respectively, the theoretical rent of such accommodation for the purposes of this paragraph will be deemed to be at the annual rate of 4 per cent. of the purchase or sale price of the property respectively, plus rates, water rates, comprehensive insurance of the house structure and any tithe, ground rent or similar payment.

#### D. GENERAL

##### 19. Return Visits to the Old Station

(a) A married employee may be allowed nine free return passes annually from the date of transfer (not more than one pass to be taken in any one month) whilst he continues to be separated from his dependants.

(b) A single employee under 21 years of age, who was living with his parents at the old station, may be allowed three free return passes annually from the date of transfer (not more than one pass to be taken in any one month) whilst he continues to be separated from them and until he reaches the age of 21 years.

(c) The passes referred to in (a) and (b) above will be at the \*third class rate by the cheapest route and will be to the place where the dependants or parents are living, provided that the cost of the journey does not exceed that of the cost of the return journey to the old station.

\*Second class as from 3rd June, 1956.

## 20. Claims

*Claims from employees under these rules should be submitted within six months of the expense being incurred.*

Supporting vouchers must be submitted with such claims.

To be eligible for the benefits under these rules an unestablished employee will be required to sign the following undertaking:

"In connection with my transfer to I undertake that I will serve at that Station, if so required by my Department, for a period of at least two years from the date of this transfer.

I understand that this undertaking in no way varies the existing conditions of employment to which I am subject.

I also understand that should anything unforeseen occur serious enough to warrant the Department releasing me from this undertaking I shall have the right of placing the facts before my Department for consideration."

*Signed on behalf of the Official Side of the Joint Co-ordinating Committee for Government Industrial Establishments:*

(Sgd.) A. J. D. WINNIFRITH,  
*Chairman.*

V. BOVENIZER

R. G. SHEPPARD,  
*Joint Secretary.*

16th January, 1953.

*Note.*—The agreement so reproduced above incorporated all amendments issued up to 30th April, 1956.

*Signed on behalf of the Trade Union Side of the Joint Co-ordinating Committee for Government Industrial Establishments:*

(Sgd.) W. D. GOSS,  
*Vice-Chairman.*

E. IRWIN

G. F. COOK

JOHN P. BISHOP

A. E. SOONES

W. HUTCHINSON

J. E. HERITAGE

H. J. HANCOCK

HARRY W. CRANE,  
*Joint Secretary.*

## SECTION VII

### Joint Co-ordinating Committee for Government Industrial Establishments

#### SCHEME OF ESTABLISHMENT OF GOVERNMENT INDUSTRIAL EMPLOYEES

*At the 35th Meeting of the Committee held on January 16th, 1948, the Scheme of Establishment of Government Industrial Employees was duly ratified.*

*Signed on behalf of the Official Side:*

J. A. BARLOW (*Chairman*)

N. MACLEOD

W. B. FODEN

S. G. HOLLOWAY

D. J. WARDLEY

THOS. W. NEVARD

J. LLOYD

A. S. LEE

STANLEY LEES (*Joint Secretary*)

*Signed on behalf of the Trade Union Side:*

W. D. GOSS

(*Vice-Chairman*)

G. F. COOK

R. G. EVANS

F. C. FITZPATRICK

HARRY W. CRANE

(*Joint Secretary*)

#### JOINT CO-ORDINATING COMMITTEE FOR GOVERNMENT INDUSTRIAL ESTABLISHMENTS

##### Explanatory Note on the Scheme of Establishment

1. A claim was made in February, 1946, by the Trade Union Side of the J.C.C. that all Government Industrial Employees with not less than three years' service be brought within the provisions of the Superannuation Acts. These provisions, some of which are more than 100 years old and



most of which are technical and complicated, are mainly intended to enable pensions and gratuities to be paid to public servants upon their retirement.

2. In the discussions which took place between the two Sides of the Committee it became clear that if the claim were conceded exactly as put forward many more industrial employees would become established and pensionable than Departments could reasonably expect to employ in the future, but that a satisfactory scheme could be worked out to provide pensions upon retirement for a complement of industrial employees in each Department.

3. The Scheme is based on three things: (a) the Superannuation Acts and Regulations made under them, (b) general principles agreed by the J.C.C., (c) detailed rules to be agreed Departmentally. This reconciles the special requirements of Departments and of particular establishments within a Department with the principle of providing normal Civil Service pensions within the limits of a permanent complement of industrial employees.

4. Only under the Superannuation Acts can pensions and gratuities ordinarily be paid out of public funds; among other things these Acts provide that (with certain unimportant exceptions) no person can receive a pension unless he has been admitted into the Civil Service with a certificate from the Civil Service Commissioners, has served in an established capacity for at least 10 years and has not retired voluntarily before reaching the age of 60.

It will therefore be necessary for every employee nominated for establishment under the Scheme to satisfy the conditions upon which the Civil Service Commissioners grant the necessary certificate. A summary of the most important particulars of these requirements is set out in Appendix II of the Scheme.

5. The proposals put forward for agreement by the J.C.C. are founded on the principle of establishing as many employees as can reasonably be regarded as permanent.

FIRST, the Departmental totals are agreed by the J.C.C., the Division of them between establishments and grades being left for agreement on the Departmental Councils.

SECONDLY, the minimum period of service needed to qualify an employee for establishment has been agreed at three years.

THIRDLY, the principle on which establishment is to be given is agreed by the J.C.C. The proposed method of nominating at least nine-tenths strictly by seniority and of leaving not more than one-tenth for selection according to understood rules which are to be agreed Departmentally gives a fair assurance of reasonable prospects for the employees and yet enables Departments to keep their most able workpeople. The Scheme also provides for the exceptional establishment (outside the agreed complement) of employees of long service who might miss establishment. This provision is complementary to a Department's right to select up to one-tenth.

FOURTHLY, establishment involves liability to transfer.

FIFTHLY, no part of wages will be deducted for establishment.

6. The detailed application of the Scheme is thus left to the Departmental Councils which will discuss:

the revision of Departmental established complements, the numbers to be established in each grade and establishment,

the rules upon which selection other than by seniority will take place,

the length of time to be taken over the initial process of establishing the selected employees.

7. Most of the consequences of establishment arise directly from the Superannuation Acts and the Orders in Council; the most important of these may be summarised thus:

No employee is eligible for a pension unless he has had at least 10 years' reckonable established service.

Normally the Head of the Department can call upon any employee to retire after reaching the age of 60.

Upon retirement an employee normally receives:

(a) An annual pension for life of one-eightieth of a year's wages for each completed year of his reckonable service (subject to a maximum of forty-eightieths), and

(b) A lump sum equal to three times the amount of annual pension.

The wages on which these calculations are made are the average of the pensionable emoluments which the employee has received during the last three years before retirement, e.g., payments by results are excluded.

There are also provisions for the payment of gratuities after less than 10 years' service in cases of premature retirement through ill-health or abolition of employment and after not less than five years' service in the case of death.

8. Some of the consequences of establishment arise out of the principles agreed on the J.C.C.; these are:

Liability to transfer.

No part of wages to be deducted for establishment.

9. The Scheme aims only at bringing employees within the provisions of the Superannuation Acts. In particular it does not confer the benefits of paid sick leave, or additional annual leave, upon employees who do not already enjoy them.

10. The Scheme is not an agreement under which the Official Side undertake that payments will be made to employees as a matter of right, but is a statement of the principles upon which benefits of the Superannuation Acts will be extended to employees covered by the Scheme. Any man or woman aggrieved at any decision under the Scheme may make representations for reconsideration by means of the accredited machinery; but the decision of the Treasury upon all questions is final.

## SCHEME OF ESTABLISHMENT OF GOVERNMENT INDUSTRIAL EMPLOYEES

### Purpose of the Scheme

1. The purpose of this Scheme is to ensure:

(a) that in each Department as many direct industrial employees of satisfactory health, conduct, and ability as can reasonably be expected to be employed there permanently shall qualify for the benefits of the Superannuation Acts; and

(b) that each Department shall have a permanent industrial complement.

### Nomination of Industrial Employees for Establishment

2. Subject to any enactments and regulations now in force concerning the age, health, character, ability, nationality, and method of certification of persons appointed to employment in Her Majesty's Civil Establishments, it shall be competent for the Head of any Government Department to nominate persons employed in an industrial capacity for establishment in accordance with this Scheme.

### Numbers of Staff to be Established

3. The numbers of staff in each Department proposed to be established at the outset of this Scheme are shown in Appendix I; these numbers may be reviewed from time to time in accordance with the purpose of the Scheme. The details of the numbers of established persons to be employed in each Department shall be discussed on the Departmental Joint Industrial Council.

### First Process not Simultaneous

4. The persons to be established at the outset of this Scheme shall be established as soon as reasonably practicable. The rate of establishment for those being established by selection shall be discussed on the Departmental Joint Industrial Councils.

### Three Years' Qualification

5. No employee shall be eligible for establishment unless he is over 21 years of age and has had the equivalent of three years' adult service calculated from the date of first entry into civilian employment in a Government Department.

### Eligible Grades

6. Men in all grades and women engaged in full-time employment in such grades as shall be determined Departmentally shall be eligible for establishment; particulars of the numbers proposed in each establishment within a Department shall be discussed on the Departmental Joint Industrial Council.



### **Establishment by Seniority and Selection**

7. In any Government Department the vacancies in the established complement shall normally be filled by offering establishment in order of seniority to eligible employees, but the Head of any Department may nominate to not more than one-tenth of the vacancies throughout the Department persons selected otherwise than by seniority according to rules discussed on the Departmental Joint Industrial Council.

### **Exceptional Nominations**

8. The Head of any Department may, with the consent of the Treasury, nominate exceptionally for establishment an eligible person of long service if by reason of the ages of other employees it is likely that the person would not gain establishment while still of an age to be eligible. The numbers of any staff exceptionally so established shall not be counted against the numbers of established staff agreed to be employed in any establishment or Department.

### **Some Consequences of Establishment**

#### **Liability to Transfer**

9. (a) Any established employee shall be liable to be transferred to work in any Government establishment in the United Kingdom or overseas. If an employee refuses to accept a transfer, his or her reasons for so doing will be considered by the Department, and if they appear to be unreasonable the employee will be so informed and may be discharged or may be offered alternative employment in an unestablished capacity.

#### **Reckonability of Service**

(b) Upon retirement in circumstances which entitle him to an award under the Superannuation Acts and subject to the usual conditions,

- (1) an established employee may reckon in full all his established service, and as to one-half all his full-time unestablished service, and
- (2) an unestablished employee may reckon only his full-time unestablished service for gratuity purposes, notwithstanding any established service which he may have rendered.

### **Age of Establishment**

(c) At the outset of this Scheme employees may be nominated for establishment up to the age of 64 years, but as soon as the numbers first agreed to be established in each establishment within a Department have been established no person employed there shall be established who is over the age of 60.

### **Allocation of Pension**

(d) An employee who retires from service other than for ill-health and who is qualified for a pension may (in accordance with rules made by the Treasury) surrender a part of his pension in exchange for a pension of equivalent value (having regard to the ages of the persons concerned) to his or her husband or wife or to a dependant for life, or upon the joint lives of the employee and the husband or wife.

### **Termination of Employment**

(e) (a) If an employee's established service is brought to an end upon redundancy, the Treasury have powers to grant a special award in compensation up to the amount which he or she might have received on retirement for ill-health.

(b) No employee who resigns or who is retired on grounds other than those of age or ill-health shall be eligible for any award under this Scheme based on any service rendered before such resignation or retirement.

(f) None of the benefits set out in this Scheme is conferred as a matter of right; the decision of the Treasury shall be final on any question arising under the Scheme, or about the amount of any benefit, or about the reckoning of any service for the purposes of the Scheme.

### **No Establishment Deduction**

(g) As from the beginning of the current pay-week, no deduction shall be made from an employee's wages for establishment but every employee shall pay such a fee for certification as the Civil Service Commissioners shall from time to time prescribe.

## Satisfaction of the Civil Service Commissioners

(h) It shall be necessary for every person nominated under this Scheme to satisfy the conditions upon which the Civil Service Commissioners grant their certificate; a summary of the principal conditions is set out in Appendix II.

## Relation to National Insurance Scheme

10. (i) An employee whose industrial Government service reckonable for the purpose of this Scheme began before 1st March, 1948, shall receive the full amount of any pension provided by the Superannuation Acts, notwithstanding any retirement pension that he or she may receive under the National Insurance Act 1946.

(ii) An employee whose reckonable service began on or after that date will be liable to have his pension under the Superannuation Acts adjusted to take account of the retirement pension payable under the National Insurance Act. Such adjustment would be made when the employee reaches the age of eligibility for the National Insurance Pension (65 for a man, 60 for a woman), and the reduction would be at the rate of one-fortieth of 26s. a week (i.e., of the standard rate of National Insurance retirement pension for a single person) for each year of reckonable service.

## Scope and Interpretation of the Scheme

11. This Scheme confers only those benefits provided in the Superannuation Acts. In particular it does not confer the benefits of paid sick leave, or additional annual leave upon grades which do not already enjoy them. In all respects not expressly provided for, the Scheme shall be applied according to the normal practice of the Treasury in dealing with the superannuation of permanent Civil Servants.

## Date of Introduction

12. The names of the persons first nominated under this Scheme shall be presented to the Civil Service Commissioners not later than 1st January, 1949; any employee in whose favour a certificate of establishment is issued by the Commissioners shall reckon his or her established service under the Scheme from a date to be agreed.

## Appendix I

### NUMBERS FIRST TO BE BROUGHT WITHIN

Department	THE SCHEME	Number
Admiralty .. .. .	.. .. .	30,000
War Office .. .. .	.. .. .	16,000
Air Ministry .. .. .	.. .. .	10,000
Ministry of Supply .. .. .	.. .. .	20,000
Ministry of Works .. .. .	.. .. .	5,000
Post Office .. .. .	.. .. .	732
Inland Revenue .. .. .	.. .. .	19
Ministry of Agriculture and Fisheries .. .. .	.. .. .	200
British Museum .. .. .	.. .. .	19
British Museum (Natural History) .. .. .	.. .. .	21
Broadmoor Asylum .. .. .	.. .. .	45
Ministry of Civil Aviation .. .. .	.. .. .	1,700
Ministry of Education .. .. .	.. .. .	93
Foreign Office .. .. .	.. .. .	532
Ministry of Food .. .. .	.. .. .	50
Forestry Commission .. .. .	.. .. .	3,250
Ministry of Fuel and Power .. .. .	.. .. .	26
Imperial War Museum .. .. .	.. .. .	1
Ministry of Labour and National Service .. .. .	.. .. .	195
Royal Mint .. .. .	.. .. .	300
National Savings Committee .. .. .	.. .. .	1
Prison Commission .. .. .	.. .. .	300
Registrar General's Office (England) .. .. .	.. .. .	3
Department of Scientific and Industrial Research .. .. .	.. .. .	750
State Management Districts .. .. .	.. .. .	230
Stationery Office .. .. .	.. .. .	4,150
Tithe Redemption Commission .. .. .	.. .. .	2
Board of Trade .. .. .	.. .. .	3
Ministry of Transport .. .. .	.. .. .	150
Ordnance Survey .. .. .	.. .. .	200
<i>Scotland</i>		
Department of Agriculture .. .. .	.. .. .	270
Education Department .. .. .	.. .. .	11
Prisons Department .. .. .	.. .. .	12
Register and Records .. .. .	.. .. .	4
Registrar General's Office .. .. .	.. .. .	1
Home Department .. .. .	.. .. .	185
		<hr/> 94,455



# CONDITIONS UPON WHICH THE CIVIL SERVICE COMMISSIONERS WILL GRANT THEIR CERTIFICATE

1. *Age.* Every candidate shall satisfy the Commissioners that he or she is within the limits of age prescribed by the Scheme.

2. *Health.* Every candidate shall satisfy the Commissioners that he or she is free from any physical defect or disease that would be likely to interfere with the proper discharge of his or her duties.

3. *Character.* Every candidate shall satisfy the Commissioners that his or her character is such as to qualify him or her for established employment. A certificate of good conduct from the Department will normally suffice.

4. *Knowledge and Ability.* Every candidate shall satisfy the Commissioners that his or her knowledge and ability fit him or her to discharge the duties of the grade in which he or she seeks established employment. The Commissioners will normally accept a certificate from the candidate's Department confirming that the candidate has shown that he or she has the necessary knowledge and ability.

5. *Nationality.* Every candidate shall satisfy the Nationality rules in force in the Department in which he or she is serving.

6. *Fee.* Every candidate shall at such time as the Commissioners may direct pay to them the fee of 5s.

## Important Note

Instructions and guidance in the detailed application of this Scheme to Ministry of Supply Industrial Employees have been issued in Memoranda in the L5 and L1 series.

# Superannuation Benefits

## General

1. The grant of pensions and gratuities to industrial employees (male and female) on termination of service is governed by the Superannuation Acts, 1834-1950. The following summary is given as a guide only to the main features of the Acts and must not be taken as a full statement of the various statutory provisions and conditions. There is no legal right to any superannuation award and the Treasury's decision on any claim is final.

## Established Employees—Pension and Additional Allowance (Lump Sum)

2. On retirement for age (see Note 1) or ill-health on completion of at least 10 years reckonable service, an annual pension is payable at the rate of one-eightieth of annual pay (see Note 2) plus an additional allowance (lump sum) at the rate of three-eightieths of annual pay for each complete year of reckonable service, up to a maximum of 40 years at age 60 or 45 years at or after age 65. (The reckonable service after age 60 may include up to 5 complete years of unestablished service following retirement from established service.) If the retiring employee is a participant in the Widows' and Children's or Dependants' Pension Scheme, the additional allowance (lump sum) is reduced by the amount of any outstanding contributions to the scheme.

3. If an employee is compulsorily retired because of inefficiency, the Treasury may, if he has completed at least 10 years reckonable service and if the circumstances justify it, grant him a pension and additional allowance (lump sum) not exceeding the amounts calculated in paragraph 2 above.

4. Where the Treasury Medical Adviser issues a certificate to the effect that an employee should be retired on account of ill-health after more than 10 but less than 20

years reckonable service, pension and additional allowance (lump sum) will be paid as if reckonable service had been 20 years, or the number of reckonable years which would have been completed if the employee had served until age 65, if less.

5. An employee at any time after reaching age 50 may retire at his own request, in which case and if he has completed at least 10 years reckonable service the pension and additional allowance (lump sum) calculated as in paragraph 2 above as at the date of his retirement will not be payable until age 60, unless on application by an employee for exceptional treatment on compassionate grounds the Treasury decide that immediate payment is justified.

6. Voluntary resignation before reaching the age of 50 (except in the circumstances described in Note 6 or in the case of a woman who resigns on marriage), or dismissal for disciplinary reasons at any age, will involve forfeiture of all superannuation benefits.

7. The pension of employees whose continuous Government employment (established or unestablished) commenced on or after the 1st March, 1948, will as a general rule be subject to annual reduction from age 65 (men) or 60 (women) on account of the National Insurance retirement pension (at present by an amount equal to £1 14s. 0d. for each year of reckonable service up to a maximum of £67 15s. 0d. a year).

#### **Established Employees—Pensions to Widows, Children and Dependants**

8. Provision is made under the following schemes:

(a) *Widows' and Children's Pension Scheme*: a contributory pension scheme under which, if the employee dies first (whether in service or after retirement), his widow may receive a pension of one-third of the pension which had accrued to her deceased husband at the date of his death (or £26 a year if more), plus an addition for children under 16 or still undergoing full time education or training (of at least two years duration) for a trade or profession. No reduction will be made in this pension on account of

National Insurance Retirement Pensions whether the deceased commenced Government service before or after 1st March, 1948. Participation in the Widows' and Children's Pension scheme is compulsory for all male employees who first entered Government service after 14th July, 1949, as soon as they are both established and married. Employees who were in Government service on 14th July, 1949, may contract out of the scheme within six months of becoming both established and married (unless they have already elected, as unmarried men, to take part in the scheme in anticipation of marriage).

(b) *Dependants' Pension Scheme*: a similar scheme for certain dependent relatives not covered by the Widows' and Children's Pension scheme. Participation is optional for all established employees, except that no male employee may take part in the scheme whilst he has a wife living unless it is to benefit a permanently incapacitated child.

(c) *Allocation of Pension*: an established employee who qualifies for a pension on retirement, provided he does not retire on grounds of ill-health or with pension "frozen" until the age of 60 (see paragraph 5 above) may surrender not more than one-third of his pension to provide for his wife (or husband in the case of a married woman) or some other dependant. Allocation of pension is subject to proof of good health.

#### **Established Employees—Gratuities**

9. On retirement for age or ill-health with at least one but less than 10 years reckonable service, a gratuity is payable at the rate of half of a month's pay for each half year of reckonable service plus, where two or more years' service have been completed, three-eighths of annual pay for each complete reckonable year.

10. When an established female employee, after 6 years total service:

(a) resigns her established employment because of her intention to marry (which intention must be notified to the head of her establishment at the time of the



resignation), and marries within three months of her resignation, or

- (b) resigns her established employment within one month after marriage,

a marriage gratuity is payable at the rate of one month's pay for each complete year of her established service or, if more favourable, one week's pay for each complete year of the aggregate of her established and unestablished service. The gratuity must be claimed within one month after marriage. (Where the gratuity is based on established service only, it cannot take into account unestablished service, even though this may reckon in full for superannuation purposes—see also Note 7).

11. On death in service on completion of 10 years reckonable service, a gratuity is payable to the legal personal representatives amounting to one year's pay or, if greater, three-eighths of annual pay for each year of reckonable service, subject to a maximum of 40 years at age 60 or 45 years at or after age 65. If the deceased employee was a participant in the Widows' and Children's or Dependants' Pension Scheme this gratuity will be reduced by the amount of any outstanding contributions to the scheme.

12. On death in service on completion of 5 years but less than 10 years reckonable service, a gratuity of one year's pay is payable to the legal personal representatives. As an employee with less than 10 years' service is not qualified for a pension, no pension is payable under the Widows' and Children's or Dependants' Pension Scheme.

13. On death in service on completion of less than 5 years reckonable service but not less than 7 years total established and unestablished service, a gratuity of one week's pay (or £1 if greater) for each complete year of service is payable to the legal personal representatives.

#### Notes to paragraphs 2-13

*Note 1.* An established employee may either retire, or be called upon to retire, at age 60. Subject to continued fitness and with the consent of the Head of his Establishment, he

may be allowed to remain in an established capacity until the age of 65, and up to three months beyond if that would enable him to complete one more year of reckonable service. He cannot be allowed to serve further as an established employee, but if re-employed in an unestablished capacity his pension will be suspended or abated during such unestablished service.

*Note 2.* "Annual pay" and "pay" throughout paragraphs 2 to 13 mean the annual average of pensionable pay received during the last three years of reckonable service.

*Note 3.* In assessing "reckonable service" throughout paragraphs 2 to 13 continuous unestablished service from age 18 but before 14th July, 1949, counts as one-half its actual length, and continuous unestablished service, age 18 and over, from 14th July, 1949, and all established service count in full. Part time unestablished service of not less than 18 hours per week counts half as much as the equivalent whole time unestablished service.

*Note 4.* Provided a claim has been made and accepted under the appropriate Rules, service in H.M. Forces or in work of national importance during the 1939-45 war may count as unestablished service. Compulsory national service (from 1st July, 1947) is also reckonable provided the employee was in Government service when called to the Forces.

*Note 5.* On retirement or death in service with less than 10 years reckonable service (see paragraphs 9, 12 and 13), contributions to the Widows' and Children's or Dependants' Pension Scheme will be refunded with compound interest.

*Note 6.* There are rules under which established employees who leave the Department for certain other pensionable employment or join the Department from such employment, may count the total pensionable service. The details are explained more fully in Sections I and XI of the Industrial Handbook.

*Note 7.* Established service reckons from the date of issue of the Civil Service Certificate of Qualification, or the date of assuming duty as an established employee, if later.

## Unestablished Employees

14. Unestablished employees are eligible only for the grant of gratuity.

15. After a minimum period of 7 years reckonable service a gratuity may be paid, on the recommendation of the Head of the Department, to an employee who resigns or is discharged from service other than for disciplinary reasons. The gratuity is at the rate of one week's pay (or £1 if greater) for each complete year of reckonable service, subject to a maximum of one year's pay.

16. A gratuity calculated on the same basis is payable to the legal personal representatives of an employee who dies (while still in service) after not less than 7 years reckonable service.

17. In assessing reckonable service for unestablished gratuity purposes, all unestablished service counts in full; it includes service in H.M. Forces, etc., as in Note 4 above.

## SECTION IX

### Leave

#### 1. Annual Leave

(a) Industrial employees (other than employees at Hostels and Staff Clubs who are subject to a separate agreement) may be granted two weeks (88 hours) annual leave with pay, except that the full annual leave allowance in the case of the undermentioned grades is as follows:

Departmental and Mechanic Examiners Viewers, Inspectorate of Cloth- ing, Inspectorate of Stores.	132 hours after five years' service in the grade.
Industrial Messengers employed in the London Postal Area and at Explosives Research and Development Establishment, Waltham, and Royal Small Arms Factory, Enfield.	106 hours rising to 115 hours after two years' service in the grade.

(b) Annual leave will be reckoned in hours (*pro rata* in the case of part-time employees) accruing at the rate of one-twelfth of the full annual allowance for each complete month of service commencing from any day of the month. Employees may, however, be allowed to anticipate the leave accruing to the end of the leave year, which is reckoned from the first day of March to the last day of February, provided there is reasonable expectation of service until the end of the leave year.

(c) Annual leave may be taken at any time within the leave year, subject to the approval of the Head of the Establishment, except that all employees (including Inspection Department employees at Contractors' works which close for annual leave) must take leave during the period(s)



of annual closure where in operation, unless absent on sick leave or required to carry out essential duties. Ex-service employees reinstated after the commencement of the leave year and before any period(s) of annual closure will be paid for the whole of the closure period(s).

(d) (i) Employees with an annual leave allowance of more than one week:

(a) must take at least one week of the allowance in one stretch, or as much of it as, together with any paid public or privilege holiday, amounts to one week of leave;

(b) may be permitted at their request and subject to Departmental requirements to take the whole of their allowance in one period, subject, in either case, to the period coinciding with annual closure periods where in operation in Ministry Establishments or (in the case of Inspection Department employees) in Contractors' works.

(ii) Where the allowance is one week or less it may also be taken in one stretch, subject to the same proviso.

(e) The date of annual leave once fixed should not be varied save in exceptional circumstances.

(f) Annual leave may not be granted immediately following a period of sick absence, unless a certificate of fitness for work is produced, nor during a period of sick absence.

(g) (i) Accumulation of annual leave from year to year will be permitted only in special circumstances and leave not taken within the current leave year will normally lapse.

(ii) Where the needs of the Service unexpectedly prevent an employee from taking his full leave in one year, he may be allowed, subject to the needs of the Service, to take a reasonable amount of outstanding leave as soon as possible in the following leave year up to a maximum of six days during the first two months.

(iii) Carry-over of leave should not normally be allowed in other cases, but exceptional treatment may be permitted in special circumstances with the prior approval of Headquarters.

(iv) Where carry-over of outstanding leave is a contributory or the main cause of an employee being unable to take the full leave allowance due in the second year, a further carry-over of leave should not be allowed.

(v) Pay may not be issued in lieu of annual leave not taken.

(h) Payment for annual leave will be at plain time-work rate, including any time-workers' differential, for the standard weekly hours of the grade, normally 44, except that the payment to examiner grades in receipt of examination bonus will be assessed inclusive of examination bonus and exclusive of any time-workers' differential.

(j) Where service terminates before the end of the leave year, recovery of over-payments in respect of annual leave taken in excess of the leave which has accrued to the date of termination (see paragraph 1 (b) above) will be effected up to a maximum of one week's pay. Recovery of over-payments in excess of one week will be waived.

No recovery will be made:

(i) where the termination of service is due to causes outside the employee's control (e.g. redundancy) provided that the employee has completed eight months' service in the leave year;

(ii) where an employee dies during his service;

(iii) where the annual leave has been taken during a period of annual closure of a Ministry Establishment or (in the case, for example, of Inspection Departments employees) of a Contractor's works.

(k) The terms of the Agreement whereby industrial employees may be granted paid annual leave are set out in Appendix I.

(l) Advances of pay will not be made for short periods of leave, but employees who take not less than a full week's

annual leave (including any paid privilege or public holidays) may receive an advance of wages as follows:

- |  |  |
|--|--|
| (a) employees who have completed six months' service from date of entry,     | { an advance, at plain time-work rate, in respect of the wages due to be issued to them on the pay day(s) falling in the leave period;   |
| (b) employees who have not completed six months' service from date of entry, | { an advance, at plain time-work rate, in respect of the wages due to be issued to them on the first pay day falling in the leave period, i.e. an advance limited to one week. |

## 2. Miscellaneous Special Leave

(a) *Marriage Leave.* Special leave with pay at plain time-work rate may be granted as follows:

- (i) Established employees (including any established women employees who after marriage continue in an unestablished capacity):
- (a) at five-day week Establishments—five days;
  - (b) at five and a half day week Establishments—five and a half days.

(ii) Unestablished employees—three days.

*Note.*—Special paid leave for marriage will be granted in the case of women only to those employees whose services it is intended to retain after marriage.

### (b) *Domestic Distress Leave*

- (i) When a near relative is dangerously ill, special leave with pay at plain time-work rate not exceeding three days may be granted, subject to the production of a medical certificate, to enable an employee to be at hand against the likelihood that the illness may terminate fatally.

- (ii) When nursing is required, special leave with pay at plain time-work rate up to a maximum of three days may be granted on production of a medical certificate, to enable an employee to attend a near relative who is ill and to make arrangements for the care of the sick person.

*Notes.*—In the case of leave sought in connection with dangerous illness, applications should state the relationship between the applicant and the sick person, while the medical certificate should be specific as to the dangerous nature of the illness.

For emergency nursing purposes, applications for leave should state the relationship between the applicant and the sick person and give details of the composition of the household, of the availability of the other members thereof for such nursing, and of the efforts made to obtain other nursing assistance.

The medical certificate should indicate:

- (a) the nature of the illness;
- (b) that nursing attendance is essential; and
- (c) for what period.

Medical certificates furnished in support of applications for dangerous illness and nursing leave will be returned to the applicant, and no question of defraying any cost will arise.

- (iii) In special cases of exceptional hardship and where it is considered reasonable and necessary on humanitarian grounds, special leave with pay at plain time-work rate in excess of three days may be granted but not in any case exceeding five days (in five-day week Establishments) or five and a half days (in five and a half day week Establishments).

- (iv) *Pro rata* special leave with pay at plain time-work rate may be allowed to part-time employees.



(c) *Leave for Bereavement*

- (i) On the death of an employee's wife or husband, or of an immediate blood relative (i.e. father or mother—or person standing in *loco parentis*—son or daughter, brother or sister), special leave with pay at plain time-work rate may be granted up to a maximum of three days to an employee who normally resides in the same household or has charge of the funeral arrangements. In other cases one day's special leave at plain time-work rate may be granted with the addition of not more than two days where long distance travelling is involved. Paid leave for absence after the date of the funeral will not be allowed save in very exceptional circumstances and will not, in any case, be given for private business in connection with the settlement of the deceased person's private affairs.
- (ii) On the death of an employee's relative other than an immediate blood relative, special leave with pay at plain time-work rate may be granted under the conditions in paragraph (i) above, if the employee resides in the same house as the deceased or has charge of the funeral arrangements.
- (iii) In special or exceptional hardship cases (for example, if there are inquest proceedings necessitating abnormal absence), or where it is considered reasonable and necessary on humanitarian grounds, special leave with pay at plain time-work rate in excess of three days may be granted but not in any case exceeding five days (in five-day week Establishments) or five and a half days (in five and a half-day week Establishments).

(d) *Service as Jurors or Witnesses*.—See the Industrial Handbook, Section IX, paragraph 66.

(e) *Leave for Members of the Territorial, Auxiliary, Reserve, other Approved Non-Regular Forces, and Cadet Forces.*

I. TERRITORIAL, AUXILIARY, RESERVE AND OTHER APPROVED NON REGULAR FORCES.

- (i) Industrial employees with not less than six months Government service who have been given permission by the Head of the Establishment to become volunteer members of the:
  - (a) Territorial Army
  - (b) Senior Division of the Officers' Training Corps
  - (c) Royal Auxiliary Air Force
  - (d) Royal Air Force Volunteer Reserve
  - (e) Reserve of Air Force Officers
  - (f) Royal Observer Corps
  - (g) Corresponding Women's Reserve or Auxiliary Forces; or
  - (h) Other approved Non-Regular Forceswill, provided they attend annual training in camp or with a unit for the full specified period of training, be granted special leave with pay at plain time-work rate for the whole of that period, subject to a maximum of two working weeks (88 hours).
- (ii) In addition, industrial employees attending special courses or exercises may also be allowed up to five days' special leave with pay at plain time-work rate (up to five and a half days for employees working a five and a half-day week) in any one leave year, provided that the total combined leave allowance—annual leave and paid special leave for annual camp, course or exercises—does not exceed 30 days (33 days for employees working a five and a half-day week).
- (iii) For attendance at week-end camps outside the normal compulsory training commitments, industrial employees working a five and a half-day week may be allowed special leave with pay at plain time-work rate for up to nine Saturdays a year. Any special leave with pay granted for special courses or exercises

under paragraph (ii) above will count against the nine Saturdays. Similarly, any Saturdays allowed as special leave with pay under this paragraph will be taken into account when calculating the number of days to be granted under paragraph (ii) above for special courses or exercises to ensure that the number of days special leave for courses or exercises and Saturdays combined does not exceed nine days. (For the purpose of this limitation, Saturday will count as half a day.)

- (iv) Subject to the maximum limits, consideration may also be given to the grant of paid leave on special occasions (e.g. Royal visits) in which members of the Territorial, etc., Forces may participate.
- (v) Special leave with pay at plain time-work rate will also be granted on the same scale to employees who have been given permission to become volunteer members of the Royal Naval Volunteer Reserve, except that twice the amount of the above allowance may be granted in any year (i.e. a total of four working weeks (176 hours)) in which 28 days' naval training is performed, provided always that the total special leave with pay for naval training taken in any period of five years does not exceed four times the amount of the normal annual allowance.
- (vi) The above provisions apply only to volunteer members of the Territorial, etc., Forces (including National Service men who, before or after the completion of their whole-time training, volunteer to do their part-time service in the Territorial Army, Army Emergency Reserve or other volunteer Reserve Forces) but not to National Service men subject to compulsory annual reserve training who, in the ordinary course, are posted to the Territorial, etc., Forces after completion of their periods of whole-time training. Employees in this latter category may be granted special leave without pay for the necessary training period, unless they wish their absence to count, in whole or part, against their normal annual leave allowances.

## II. CADET FORCES.

- (vii) Employees who are members of the Cadet Forces of the Royal Navy, Army, or Royal Air Force (e.g. Sea Cadet Corps, Junior Training Corps, Army Cadet Force and Air Training Corps, and the projected Combined Cadet Force) will normally be granted up to one working week's (44 hours) special leave with pay in any year to enable them to attend camp or special instructional courses held under Naval, Military or Air Force auspices.
- (viii) Any pay, as distinct from allowances in lieu of accommodation or rations, received by the individual from the Service authorities during the period of attendance at a Cadet Camp or Course for which special leave with pay is approved, will be deducted from civil pay. Any Service pay received during a period of annual or unpaid leave will be disregarded.

## III. INSTRUCTORS IN CADET FORCES.

- (ix) Employees who act as instructors or officers in the Cadet Forces and who attend annual camps or courses will be granted leave as indicated in paragraph (vii) above, but any Service pay and allowances received during periods of special leave with pay will not be deducted from their civil pay.

## IV. PART-TIME EMPLOYEES.

- (x) The provisions of paragraphs (i) to (ix) above will also apply to regular part-time employees. The payment in respect of wages for the period of the annual training for which civil pay is allowed will be based on the hours normally worked.
- (f) *Leave for Councillors and Magistrates.* Special leave with pay up to 12 days in each year may be granted, subject to the requirements of the Service, to members of Town, County, Urban District, Rural District, or Parish Councils to attend Council meetings, and to an employee who is a Justice of the Peace for attendance on the Bench in addition to any special leave with pay he may be granted to attend



Council meetings. This leave may be taken in hours if desired. Additional leave without pay may also be granted.

(g) *Leave for Civil Service Examination.* Special leave with pay at plain time-work rate may be granted at the discretion of the Head of the Establishment to industrial employees for the purpose of attending examinations arranged by the Civil Service Commissioners.

(h) *Leave for pre-National Service Medical Examinations, Interviews or Special Aptitude Tests.* Special leave with pay at plain time-work rate may be granted up to a maximum of three days, if necessary, *provided* the employee does not accept any compensation for loss of earnings or other payment (apart from any travelling and subsistence expenses) from the Ministry of Labour and National Service or the Service Authorities. If any such compensation or payment is accepted, the leave will be without pay.

(j) *Leave for Parliamentary Candidature*

(i) An industrial employee is permitted to stand for Parliament (though he will be required to resign if elected). A candidate will be granted up to one month's special leave with pay at the period of the election but this will not extend beyond the date on which resignation takes effect.

(ii) It is desirable, however, that an employee who stands for Parliament should resign before nomination day in order to ensure compliance with the provisions of the Succession to the Crown Act, 1707, under which the election to Parliament of a person who holds an office or place of profit under the Crown is void. Employees who resign in these circumstances and who are not elected to Parliament will, on application within a week of declaration day, be reinstated in their previous capacity as from the date of application and will in no way suffer for this break in service (except that the break itself will not count for superannuation purposes and wages will not be paid during the break).

(iii) An employee who becomes a Member of Parliament will be entitled to return to his previous employment provided that:

(a) he ceases to be a Member of Parliament after an absence not exceeding five years;

(b) he has not less than 10 years' actual service before his election; and

(c) he applies for reinstatement within three months of ceasing to be a Member.

(iv) On re-employment the period spent as a Member will be regarded for superannuation purposes as bridging the gap between two periods of reckonable service, though this period will not itself be reckonable.

(v) Reinstatement will be dependent on the availability of employment and the medical fitness of the individual at the time.

(k) *Leave to act as Agents to Parliamentary Candidates.* An industrial employee may be granted up to six weeks' unpaid special leave in order to act as an election agent to a candidate or a bona fide prospective candidate in a Parliamentary election.

## SECTION IX—APPENDIX I

### Memorandum of Agreement between THE OFFICIAL SIDE AND THE TRADE UNION SIDE of the JOINT CO-ORDINATING COMMITTEE FOR GOVERNMENT INDUSTRIAL ESTABLISHMENTS ANNUAL LEAVE

1. It is agreed that for each full year of service beginning with the 1953 leave year and *pro rata* for any lesser period of service in the year in question:

(i) The paid annual leave of all Government industrial employees covered by this Committee shall be not less than two weeks in each leave year;

(ii) the paid annual leave of employees in the grades set out in Schedule A below shall be the respective amounts shown in the Schedule against those grades;

(iii) the paid annual leave of employees in the grades set out in Schedule B below shall be the respective amounts shown in the Schedule against those grades but individual employees at present serving in those grades shall keep their present allowances of paid annual leave on a personal basis;

(iv) the paid annual leave of individual employees other than those in the grades set out in the Schedules below who at present enjoy two weeks or more paid annual leave shall not be affected by this Agreement;

(v) every employee shall be required to take in one stretch not less than one week of his paid annual leave or as much of such leave as together with any paid public or privilege holiday shall amount to one week of leave;

(vi) subject to Departmental requirements, an employee who desires to take two consecutive weeks paid annual leave may be permitted to do so. The general leave arrangements

for each leave year shall be discussed as long ahead as possible through the appropriate Whitley machinery. There should be no variation of any dates fixed for employees' leave save in exceptional circumstances.

2. Nothing in this agreement alters the existing general rule that the granting of any leave is subject to the needs of the Department.

#### 3. Definitions:

(a) "Paid annual leave" does not include any paid public or privilege holidays.

(b) "Leave year" shall be interpreted according to the custom of each Department.

(c) "Week" means the standard weekly hours of the grade, i.e. excluding overtime and unpaid meal intervals.

*Signed on behalf of the Official Side*      *Signed on behalf of the Trade Union Side*

A. J. D. WINNIFRITH  
(Chairman)

W. D. GOSS  
(Vice-Chairman)

J. R. WADE  
F. W. MOTTERSHEAD  
W. B. FODEN

H. J. HANCOCK  
E. IRWIN  
A. E. SOONES

A. REID  
H. KENDREW

G. F. COOK  
JOHN P. BISHOP

J. G. STEWART  
R. G. SHEPPARD

J. E. HERITAGE  
HARRY W. CRANE

(Secretary, Official Side) (Secretary, Trade Union Side)  
18th November, 1952.

#### Schedule A\* (so far as Ministry of Supply is concerned)— Grade      Annual Leave Allowance

Departmental Examiner Grades, I.Arm and I.E.M.E.	} 132 hours after five years' service in the grade.
Mechanic Examiner, I.D.	
Skilled Examiner, Goffs Oak, A.D.E.	
Viewer, I.C. and I.S.	

#### Schedule B (refers to Royal Mint only).

\* NOTE: This schedule has been superseded (so far as the Ministry of Supply is concerned) by the grades and allowances set out in Section IX, para. 1(a).



## SECTION X

### Overtime, Sunday Work, Shift Work, Work on Paid Holidays

#### 1. Overtime Pay for Full Time Industrial Employees paid on the basis of Government Engineering Rates or rates related to the Clothing Trade

Employees whose rates of wages are expressed in Head-quarter instructions as related to the above basis are eligible for overtime payment at the following rates:

(a) *Day Shift.* For the first two hours of overtime in any one day—time and a third. For subsequent hours—time and a half.

(b) *Saturday Work.* Workers on day-shift who are conditioned to a five-day week and who are required to work on a Saturday will be paid at the rate of time and a half for all hours worked on that day.

(c) *Sunday Work.* For all hours worked between midnight Saturday and midnight Sunday whether overtime or falling within the normal weekly number of hours—double time.

(d) Except where the attendance is part of the employee's ordinary duties under the conditions of his employment, or is for the performance of a duty which is regularly recurring or is overtime worked in continuation of a normal shift, a minimum payment of two hours at the appropriate Saturday or Sunday rate will be made for any forewarned attendance covered by sub-paragraphs (b) and (c) above.

(e) *Recall to Duty.* An employee recalled to work after having completed normal hours of work and gone home for the day will be paid from the time of restarting at the rate which would have been payable had he worked without a break. If the recall is without prior warning he will be

guaranteed payment equivalent to three hours at the appropriate overtime rate for the period from the time he restarts until the time he finishes work, payment for any unworked time to meet the guarantee being at the rate applicable at the time of finishing work. Any payment due under sub-paragraph (f) below in respect of the same duty will be taken into consideration in the computation of the sum due under the guarantee.

(f) An employee on day-shift sent home after midnight on any day, except for misconduct, will receive payment for each hour from the time of leaving the establishment until 6 a.m. as follows: if sent home between midnight and 2 a.m., one hour's pay at the daywork rate; if sent home after 2 a.m. one and a half hour's pay at the daywork rate.

(g) An employee who has worked during the day and who is required to go on night-shift the same day will, if he has worked beyond the usual midday meal, receive payment for the first night's work as for day-shift overtime.

(h) *Night Shift.* For normal hours—time and a third. For overtime hours—time and a half.

An employee must work through normal night-shift hours on not less than two consecutive nights to qualify for the additional night-shift payment. Normal night-shift hours of employees are arranged to fall between Monday midday and Saturday midday, and authorised hours outside this period will be treated as extra hours and paid for at the appropriate day-shift overtime or Saturday or Sunday rates.

(i) Except as provided for in (g) and (h) above, each day stands by itself for the calculation of overtime payments. The normal number of hours must be worked before the extra payments begin to accrue except in cases of approved absence, e.g. leave, sickness, injury, etc.

(j) Where, to meet exceptional circumstances, a day-shift worker having completed his normal day-shift working hours is required to continue working through the night and into the normal day-shift hours of the following day, he will



be paid for the hours worked into the day-shift at the rate of time and a half.

**2. Overtime Pay for Full-Time Industrial Employees other than those paid on the Basis of Rates stated in Paragraph 1, or Watchmen, Fire Brigade and Patrol Grades, Resident Caretakers and Employees of Hostels and Staff Clubs**

Full-time industrial employees are eligible for overtime payments at the following rates:

(a) *Day Shift.* For the first two hours of overtime in any one weekday—time and a quarter; for subsequent hours—time and a half.

(b) *Saturday Work* (in establishments working a five-day week). For the first two hours—time and a quarter; for subsequent hours—time and a half, subject to the payment of time and a half for all hours worked between 2 p.m. and midnight.

(c) *Sunday Work.* For all hours worked between midnight Saturday and midnight Sunday whether overtime or falling within the normal weekly number of hours—double time.

(d) Except where the attendance is part of the employee's ordinary duties under the conditions of his employment, or is for the performance of a duty which is regularly recurring, or is overtime worked in continuation of a normal shift, a minimum payment of two hours at the appropriate Saturday or Sunday rate will be made for any forewarned attendance covered by sub-paragraphs (b) and (c) above.

(e) *Recall to Duty.* An employee recalled to work after having completed normal hours of work and gone home for the day will be paid from the time of restarting at the rate which would have been payable had he worked without a break. If the recall is without warning, he will be guaranteed

payment equivalent to two hours at the appropriate overtime rate for the period from the time he restarts until the time he finishes work, payment for any unworked time to meet the guarantee being at the rate applicable at the time of finishing work.

(f) For the purpose of calculating the above payments, each day stands by itself. The normal number of hours must be worked on each weekday before the extra payments begin to accrue, except in cases of approved absence, e.g. leave, sickness, injury, etc.

**3. Overtime—Meal Breaks**

When overtime is worked, the Head of the Establishment will fix the period which will be allowed for any meal, and such periods will not normally be paid for.

**4. Special Conditions applicable to Female Telephone Switchboard Operators and to Canteen Workers**

Female Telephone Switchboard Operators and Canteen Workers in Outstation Establishments are conditioned to a 44-hour net week of five days, or five and a half days in establishments working a five and a half-day week and will be paid for overtime, Saturday (or Saturday afternoon) and Sunday working at the rates as defined in paragraphs 1 and 2 applicable to the non-skilled employees of the establishment.

**5. Special Conditions applicable to Mess and Analogous Grades**

Mess and Analogous grades are conditioned to a 44-hour net week. Hours worked on Monday to Saturday in excess of daily rostered hours forming part of the 44-hour week will be paid at the rates as defined in paragraphs 1(a) or 2(a) applicable to the non-skilled employees of the establishment. Sunday hours on a predetermined rota count towards the 44-hour week and, all Sunday hours, whether within or outside the 44-hour week will be paid for at double time.

**6. Special Conditions applicable to Fire Brigade and Patrol Grades and Watchmen**

Fire brigade and patrol grades and watchmen are conditioned to a 44-hour net week. Hours worked in excess of



44 a week will be paid at overtime rates calculated on a cumulative weekly basis as follows:

First 12 hours overtime—Time and a quarter or time and a third, according to the initial overtime rate applicable to non-skilled employees of the establishment.

Thereafter—time and a half.

Sunday hours on predetermined rota count towards the 44-hour week and, all Sunday hours, whether within or outside the 44-hour week will be paid for at double time.

## **7. Special Conditions applicable to Employees of Hostels and Staff Clubs**

(a) *Hours.* Employees of Hostels and Staff Clubs are conditioned to a 48-hour net week.

(b) *Overtime.* Time worked in excess of 48 hours in any one week, if duly authorised, will be paid at the following overtime rates calculated on the gross rate (except when worked on a predetermined rest day):

First three hours beyond 48 hours net—time and a quarter.

Thereafter—time and a half.

(c) *Night Work.* Payment at time and a half calculated on the appropriate basic rate (resident or non-resident as the case may be) will be made for all time worked, if duly authorised, between 11 p.m. and 5 a.m. This provision does not apply to Night Porters. Overtime and night work rates will not be paid concurrently.

(d) *Predetermined Rest Day.* Where an employee is required to work on his predetermined rest day all time worked on that rest day will be paid at time and a quarter calculated on the gross rate, and the employee will be granted in addition a day off in lieu paid at the basic rate.

If an employee is allowed to work on the predetermined rest day at his own request, no extra payment will be made but a day off in lieu will be granted.

## **8. Shift Work**

(a) In establishments where the Engineering trade three-shift system applies, employees (with the exception of those grades referred to in paragraph (c)) who work

rotational three shifts or double day shifts have their wages computed on the basis of payment of 44 hours both basic and bonus on the standard hours for all three shifts. Examination Bonus is not enhanced and is paid only for hours worked (including paid absences).

The standard shift week consists of five shifts of  $7\frac{1}{2}$  hours equal to  $37\frac{1}{2}$  working hours falling between Monday and Friday or Monday/Tuesday and Friday/Saturday. Payment for hours worked in excess of the standard hours will be made at the appropriate overtime or Saturday or Sunday rates.

Payment for the half hour meal break where taken is made at the plain time-work rate.

(b) In establishments where the Engineering trade three-shift system does not apply, employees (with the exception of the grades shown in paragraph (c)) who work rotational three shifts or double day shifts are paid an allowance of 10s. or 8s. respectively per week of 44 hours net.

(c) Fire brigade and patrol grades and watchmen receive no enhanced payment for shift work.

(d) Work on a predetermined rest day, when another rest day in lieu is taken, will be paid for on the basis of the normal evaluation for the shift worked. If another rest day in lieu is not taken, payment will be made at the appropriate overtime or Saturday or Sunday rates and, subject to the exceptions detailed in paragraphs 1(d) and 2(d), the minimum payment will be two hours at the appropriate rate.

## **9. Payment when Required to Work on Paid Holidays\***

(a) Day or shift workers required to work a turn or shift, for which holiday pay is payable, on Good Friday, Easter Monday, Whit-Monday (in Scotland, 1st January), August Bank Holiday, Christmas Day or Boxing Day (in Scotland, 2nd January), or a day duly substituted for one of those days, will receive holiday pay for the standard or rostered hours in addition to earnings for the work done calculated on the basis of time and a half for all hours

worked, unless they are entitled to more favourable conditions.

(b) Day or shift workers required to work a turn or shift, for which holiday pay is payable, on any of the other paid holidays, i.e. Maundy Thursday afternoon, Saturday morning before Easter, Sovereign's Birthday, the one other (9th) day, and Woolwich Beanfeast (where applicable), on a day duly substituted for one of those days, will receive holiday pay for the standard or rostered hours in addition to earnings for the work done calculated on the normal basis.

(c) The number of hours paid as holiday pay will be reckonable towards the basic 44-hour week of employees in grades whose overtime is calculated on a cumulative weekly basis (see paragraph 6) except when a rest day coincides with the holiday.

(d) When a rotational three-shift worker is required to work on his predetermined rest day, falling on a Paid Holiday and another rest day is taken in lieu, payment for the day worked will be made on the basis of the normal evaluation for the particular shift worked.

If another rest day in lieu is not taken, payment for the day worked will be at the rate of time and a half, unless the employee enjoys a more favourable rate, for all time worked on any of the six public holidays referred to in sub-paragraph (a), and at normal overtime or Sunday rates as appropriate for all time worked on any of the other paid holidays.

(e) Employees required to work on a paid holiday will be guaranteed a minimum payment of two hours at the rate of time or time and a half, as appropriate.

\* This regulation does not apply to employees at Hostels and Staff Clubs who are subject to a separate agreement.

## SECTION XI

### Pay on Transfer to Lower Rated Jobs

Employees transferred from a job on which they have been regularly employed to one carrying a lower rate of wages may be paid for one calendar month following their transfer or for the period they are doing the lower rated job, whichever is the less, their time-work rate of wages at the date of transfer, wherever the time-work rate applies. Earnings under systems of payment by results, including Incentive Bonus schemes, will be those appropriate to the job actually performed.

This does not apply in cases of reversion to normal jobs after temporary upgrading, or to transfer resulting from misconduct or other cases of default of the work-people concerned.

Payment at the higher rate will continue for one month after downgrading, irrespective of duration of employment in the higher grade, in all cases where a worker was upgraded to what was expected to be "regular employment".

### Substitution Pay

It should normally be possible for the work of an absent employee to be covered by distributing his duties among employees of the same or, if supervisory duties are concerned, higher grade. In such circumstances no substitution takes place and no extra payment is due.

Where, however, it is impossible, consistently with reasonable efficiency, to cover the absent employee's duties in this way and it is necessary to upgrade, temporarily, a lower rated employee to substitute in full for the absent employee, the following procedure will be adopted:

(a) Where the higher grade is industrial, the lower-rated employee will be temporarily upgraded for the whole period of his employment on the duties of the higher grade. It should be made clear to him that the upgrading is tempor-



ary and that he will not be entitled to retain the higher rate for any period after he resumes his normal duties on the return of the absent employee.

(b) Where the higher grade is non-industrial (e.g. a Charge Hand substituted for an Assistant Foreman):

- (i) For substitution for less than one complete week at a time, no allowance will be paid.
- (ii) Where the period of substitution is one full week or more, an allowance will be paid. The amount of the allowance will be determined by the Head of the Establishment, provided that the sum of the employee's weekly time-work rate plus the allowance is *not less than* the weekly equivalent of the minimum of the appropriate non-industrial range or scale, *nor greater than* the weekly equivalent of the mean of the appropriate non-industrial range or scale. The allowance will not be reckonable for overtime.
- (iii) Where the period of continuous substitution extends beyond four weeks, the employee may, from the beginning of the fifth week, continue to be paid the allowance as in (ii) above, and may also otherwise receive the conditions of service of the non-industrial grade. Overtime, calculated on the time-work rate of the employee's industrial grade, will continue to be paid under industrial conditions.
- (iv) If the employee is subsequently promoted to the non-industrial grade, all periods of substitution within one year of the date of promotion during which, under (iii) above, the conditions of service of the non-industrial grade have been received, will reckon for purposes of seniority and incremental credit; but the normal starting pay rules will apply only as from the date of promotion.
- (v) A record of any periods of substitution of an industrial for a non-industrial should be made in the Departmental records of the individual concerned.