

AGREEMENT OF APPRENTICESHIP

This Agreement made the TWENTY FIFTH day of FEBRUARY One thousand nine hundred and EIGHTY between DAVID RILEY (hereinafter called "the Apprentice") a minor of SIXTEEN years of age on the THIRD day of AUGUST One thousand nine hundred and SEVENTY NINE of WILLIAM JOHN RILEY and ANNE RILEY (hereinafter called "the Guardian") DAVID RILEY and PERADIN LIMITED (hereinafter called "the Employer") of DAVID RILEY

WITNESSETH that with the consent of the Guardian testified by the latter's execution of this Agreement the Apprentice has agreed to serve the Employer, and the Employer has agreed to accept and pay for such service upon the conditions hereinafter contained.

1. The Apprentice and the Guardian severally agree with the Employer as follows:—

(1) The Apprentice will as from the THIRTEENTH day of AUGUST One thousand nine hundred and SEVENTY NINE serve the employer for a total period of FOUR years of service, each year to consist of fifty-two working weeks calculated in accordance with the provisions of this Agreement, which total period is hereinafter called "the period of service".

(2) The Apprentice will during the period of service—

- (a) observe and be subject to the conditions of employment contained in the schedule annexed hereto;
- (b) obey the lawful orders of the Employer or his representatives;
- (c) promote to the best of his ability the interests of the Employer.

(3) The Apprentice will not during the period of service—

- (a) reveal the secrets of the Employer's business;
- (b) do or suffer to be done any damage or other injury to the property of the Employer or his customers;
- (c) absent himself, except in the event of sickness, from the service of the Employer without his permission or consent;
- (d) take part in any labour dispute which may arise between the Employer and any of his employees or in which the Employer and any of his employees may be involved, nor during the continuance thereof refuse to do any work which the employer may lawfully require him to perform, where such action would be in breach of the provisions of the relevant collective agreements currently in force and made between and on behalf of the Engineering Employers' Federation and the Trade Unions concerned.

2. In consideration of the said obligations undertaken by the Apprentice and the Guardian, the Employer agrees with the Apprentice and the Guardian that, subject to the provisions of this Agreement, he will for and during the period of service—

(1) receive the Apprentice into his service and, subject to the fulfilment by the Apprentice of the said obligations, allow the Apprentice to continue therein until the expiration of the period of service;

(2) observe the conditions of employment and pay to the Apprentice in respect of his service wages at the rates referred to in the schedule annexed hereto;

(3) permit the Apprentice to enjoy the advantage of acquiring under the control of the Employer to such an extent as is practicable, having regard to the conditions of work and of organisation from time to time existing in the Works or in the particular department thereof in which the Apprentice may be working, a practical knowledge of the trade ofso far as from time to time that trade is being carried on in the Works or in such department and the capacity and proficiency of the Apprentice admits.

3. It is further expressly agreed by and between the Apprentice and the Guardian and the Employer as follows:—

(1) If the Apprentice shall wilfully disobey the lawful orders of the Employer or his representatives or shall persistently neglect or refuse to comply with the provisions of this Agreement or shall grossly misconduct himself or shall habitually absent himself from work without the Employer's permission or consent, except in the event of sickness certified by a duly qualified medical practitioner, the Employer may without notice discharge the Apprentice from his service, in which event this Agreement will forthwith be at an end.

(2) If by reason of being unable to obtain materials or in consequence of any accident or trade dispute or trade depression or of any cause beyond his control, the Employer finds it necessary from time to time to close down the Works or any particular department thereof in which the Apprentice may at the time being be working, or to reduce the volume or alter the character of the work done in such Works or such particular department thereof so that the Apprentice cannot continue to be usefully employed or enjoy the facilities for acquiring a practical knowledge of the said trade, the Apprentice will not be entitled to claim to work, or enjoy such facilities, during such time as the Works or such particular department is closed down, nor to claim during such period of reduction of volume or alteration of character of work, to work or to enjoy such facilities save on such basis of short time as the Employer may think it best to adopt; and during such period of closing down or short time the provisions of this Agreement with the exception of Clause 1 (3) (a) will cease to apply either to the Apprentice and the Guardian or to the Employer in respect of any working time which the Apprentice by reason of such closing down or short time is not working. Provided that if in any one year of service the Apprentice be prevented under the operation of this clause from working for a total period exceeding four weeks or be required to work on short time during more than twelve weeks, the Apprentice and the Guardian may by notice in writing signed by both of them and addressed to the Employer determine this Agreement.

~~— [(3) That the Apprentice shall not be entitled to a redundancy payment under the Redundancy Payments Act, 1965, notwithstanding that the Apprentice may not be re-engaged by the Employer on the expiration of the full period of apprenticeship under this Agreement.] —~~

[(4) That the question of the employment of the Apprentice by the Employer, after completion of the full period of apprenticeship under this Agreement, shall be a matter for discussion between the parties at that time, without prior commitment on either side. The Apprentice shall not therefore be entitled to claim any right relating to unfair dismissal under the Trade Union and Labour Relations Acts, 1974 and 1976 and the Employment Protection Act, 1975, in the event that the term of this Agreement expires without it being renewed, either as a contract of apprenticeship or as a contract of employment.]

(5) Words importing *the masculine* gender shall include females.

Delete Clause 3 (3) and or (4) if the Apprentice is to retain his full rights under the Redundancy Payments Act, 1965 and/or the Trade Union and Labour Relations Acts, 1974 and 1976 and the Employment Protection Act, 1975

D.R.
A.R.
[Signature]

Signed by the Apprentice and the Guardian, and by or on behalf of the Employer as follows:—

In Scotland two witnesses are required to each of the three signatures



Witnessed by

[Signature of G. Proome]

D. Riley The Apprentice.

Anne Riley The Guardian.

THE COMMON SEAL OF PERADIN LIMITED WAS HERETO AFFIXED IN THE PRESENCE OF

[Signature] The Employer.

DIRECTOR

[Signature] per pro BTR SECRETARIES LIMITED, SECRETARY

256 Oxford Road, Calne, Wiltshire

SCHEDULE REFERRED TO IN THE FOREGOING AGREEMENT

HOURS OF WORK

Working Week

1. (1) The ordinary working week to be worked by the Apprentice will consist of such total number of working hours worked in such shifts or ordinary working days as from time to time constitute the ordinary working week in the Works in which the Apprentice may be working.

(2) When the Apprentice is working under Clause 3 (2) of the foregoing agreement on any basis of short time a shortened working week consisting of a less number of working hours than the full number in the ordinary working week and/or a shortened working day consisting of a less number of working hours than the full number in the ordinary working day, such shortened week and such shortened day will respectively be deemed to be the ordinary working week and/or the ordinary working day so long as short time continues.

Computation of period of service

2. (1) When in accordance with Clause 3 (2) of the foregoing agreement the Apprentice has worked a shortened working week he will nevertheless be deemed to have worked a full ordinary working week, for the purpose of computation of his year of service.

(2) All days which the Apprentice is entitled to keep as holidays will nevertheless be counted as days on which he has worked, for the purpose of computation of his year of service.

(3) All working hours during which the Apprentice is absent from work by reason of sickness certified as provided in Clause 6 (a) of this schedule (not exceeding the total of the working hours contained in four full ordinary working weeks), and all working hours during which he is absent from work with the permission or consent of the Employer, will nevertheless be counted as hours in which he has worked, for the purpose of computation of his year of service.

Overtime

3. (1) The Apprentice will, as and when requested so to do, work in excess of the hours contained in—

(a) the ordinary working day or the ordinary working week as the case may be, or

(b) the shortened working day or shortened working week when short time is being worked under Clause 3 (2) of the foregoing agreement

such additional hours as the Employer, from time to time, subject to the Factories Act, 1961, the Health and Safety at Work, etc. Act, 1974, and any amendment or replacement thereof, may lawfully require the Apprentice to work.

(2) When such additional hours are worked they will be counted as overtime in the manner and to the extent provided by the practice for the time being prevailing in the Works or in any department thereof in which the Apprentice may be working.

Night-work

4. The Apprentice will, as and when requested so to do, work at night to such extent as the Employer, subject to the Factories Act, 1961, the Health and Safety at Work, etc. Act, 1974, and any amendment or replacement thereof, may lawfully require him to work.

Holidays and Sundays

5. The Apprentice will be entitled to keep as a holiday all such days as are customarily kept as holidays in the Works provided that the Employer may in case of necessity, of which he will be the judge, and subject to the Factories Act, 1961, the Health and Safety at Work, etc. Act, 1974, and any amendment or replacement thereof, require the Apprentice to work on any such holiday or on any Sunday.

Lost Time

6. The aggregate of all working hours or portions of working hours which the Apprentice fails to work in any ordinary or shortened working week as the case may be in any year of service shall be worked by him before that year of service is deemed to have been completed. Provided that the Apprentice will not be bound so to work in respect of—

(a) any time during which he has been absent from work by reason of sickness (not exceeding the total of the working hours contained in four full ordinary working weeks) if he produces to the Employer a certificate from a duly qualified medical practitioner that as the result thereof he has been unable to work;

(b) any time he has been absent from work with the permission or consent of the Employer or as provided by this Agreement.

WAGES

Rates of Wages

7. (1) The Apprentice will be paid in respect of each ordinary or shortened working week for each hour he works in such ordinary or shortened working week respectively the rate for his age in conformity with the terms of agreements made from time to time between the Engineering Employers' Federation and the Trade Unions concerned regarding the wages of Apprentices save that for any portion of his period of apprenticeship beyond his 20th birthday the Apprentice shall be paid in accordance with the special formula for the time being in force as agreed between the Engineering Employers' Federation and the Confederation of Shipbuilding and Engineering Unions.

[(1) (a) He will also be paid at the said rates, less an amount equivalent to the National Insurance benefit to which the apprentice is entitled, for such working hours as he is unable to work in any ordinary or shortened working week on account of sickness up to a maximum in any one year of service of the total of the hours contained in eight full ordinary working weeks, provided his inability to work is in each case certified by a duly qualified medical practitioner.]

(2) The Apprentice will as and when required to do so by the Employer, work and accept remuneration based on piecework or any other system of payment by results on which the Employer may desire him to work, but in such case he will be paid as a minimum his time rate of wages.

Delete par. 7 (1) (a) if wages are not payable during sickness, or if they are payable but NI Benefit is not deductible

- Overtime and Night-work** 8. The Apprentice will be paid for overtime and night-work on the respective bases on which overtime and night-work are, for the time being, paid at the Works or in any department thereof in which he may be working.
- Holidays** 9. The Apprentice will be paid for all hours he works on days customarily kept as holidays (including Public Holidays) in the Works or in any department thereof in which he may be working, such addition (if any) to the foregoing rates as is usual at the time being at the Works.

GENERAL

- Classes** 10. The Apprentice will regularly and punctually attend such technical classes and lectures as the Employer shall prescribe (whether during or after the Apprentice's working hours) and apply himself diligently and conscientiously to his studies.
- Works Rules** 11. The Apprentice will be subject to and shall comply with the conditions of employment and the rules which from time to time are in existence in the Works so far as they are not inconsistent with the express provisions of this Agreement and are applicable to the Apprentice.
- Working Conditions** 12. The Apprentice will work in or away from any Works of the Employer on new work, repair work or on any other work which the Employer may require, and with any class or classes of workmen which the Employer may select; and when the Apprentice is engaged on work away from such Works he will receive such allowances as are customarily paid (under the circumstances of the case) by the Employer.
- Certificate** 13. When the Apprentice has served the Employer to the satisfaction of the latter for the full period of service a certificate to that effect will be given to the Apprentice by the Employer.

Certificate of Due Service

We hereby Certify that the above-mentioned Apprentice served his Apprenticeship in accordance with the foregoing Agreement, viz.: from the 13th day of August 1979

Signed by or on behalf of the Employer

..... The Employer.

Date 5.9.83