

## SCHEDULE 3

### MATERIAL PROVISIONS OF THE EXEMPTED AGREEMENTS

#### A

### THE NATIONAL AGREEMENTS FOR PROCESS AND GENERAL WORKERS PROTECTION AGAINST LAY-OFF AND SHORT-TIME WORKING

#### **Purpose**

1. It is a policy of the Industry to maintain to the best of its ability stable employment for all its employees and in circumstances where it is not possible to avoid short-time working due to shortage of orders, to provide a measure of protection against a sudden substantial drop in earnings.

#### **Scope**

2. This Agreement applies to all employees covered by the National Agreement who have been continuously employed by the Mill for not less than four weeks.

#### **Notice of Lay-off**

3. If circumstances arise where it is not possible to avoid short-time working, employees will be given at least one week's warning where they are likely to be "stood off" for more than one shift in any pay week. Warning under this Clause shall be by notice on the Mill Notice Board. It shall specify the time for which it is to remain in force. It may be given in respect of the whole Mill or in respect of a department or departments of the Mill.

#### **Benefits**

- (a) (a) Subject to the conditions set out in this Agreement employees shall be paid at 100 per cent. of their mill basic rate for each shift or day of lay-off.
- (b) To arrive at the payment due for any shift or day (or part shift or part day) of lay-off the above percentage is applied to the plain-time hourly rate of wage of the employee concerned and multiplied by the number of contractual hours he would normally have worked on the shift (or part shift) in question in accordance with his shift rota.
- (c) In the case of the employees on an upstanding wage an hourly rate will, for the purpose of this Agreement, be calculated by dividing the weekly upstanding wage by the number of paid hours on which it is based.
- (d) Payments made under this Agreement will be subject to the normal deductions.

#### **Conditions**

5. The benefits provided under Clauses 3 and 4 above are subject to the following conditions:—
  - (a) That the employees are capable of, available for, and willing to perform satisfactorily, either their usual work or alternative work required by Management where their usual work is not available. Such alternative work may be required to be performed in any department or in connection with any process within the establishment.
  - (b) In the event of a dislocation of production or distribution as a result of industrial action, official or unofficial, in the company or associated company, the guarantee shall be

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automatically suspended in respect of workpeople affected. This will include workpeople laid off although they may not be participating in the industrial action causing the dislocation of production.

- (c) In the event of dislocation of production or distribution occasioned through industrial action by workers outside the company or associated company and affecting supplies of raw material, fuel or power, despatch/deliveries of goods from or to the establishment, or caused through circumstances outside the control of the Company, every effort would be made to maintain continuity of production and the guarantee. In this regard the Unions will use every endeavour to ensure that their members will co-operate with the Management in any re-arrangement of working hours, etc. in order to secure the maximum production possible in the circumstances prevailing. If, however, continuing production was impractical then the guarantee would operate.
- (d) In those situations where it becomes necessary to lay off only certain sections of a mill, the benefits under this Agreement will apply on condition that normal working continues in those sections unaffected by the lay-off.
- (e) Any make-up under Clauses 3 and 4 required through short-time working shall be limited for full time workers to a maximum total sum of 40 times the individual employee's hourly basic rate within each three month period as follows:—

1st February	—30th April
1st May	—31st July
1st August	—31st October
1st November	—31st January

The £6 supplement payable under the National Agreement dated 11th December 1975 and the 5 per cent. addition payable under the National Agreement dated 14th December 1976 are additional to the maximum total sum mentioned above.

In relation to part time workers any make up under this Agreement shall be limited to a maximum total sum calculated *pro rata* contractual hours of the part time worker to 40, e.g. if contracted to work 30 hours the limit will be 30 times the rate per three month period.

- (f) Holidays, rest days and days of absence through sickness do not rank for benefit under this Agreement.
- (g) Where an employee has been suspended without pay for disciplinary reasons or has been absent without leave, the shifts or days in question do not rank for benefit under this Agreement.

**General**

6. Any employee who considers he has not received a payment to which he is entitled under this Agreement should in the first instance raise the matter under the normal mill grievance procedure. However, if it is not satisfactorily resolved he may seek a mill conference under normal procedure.

An employee continues to have the right to present a complaint direct to an industrial tribunal.