

### SCHEDULE 3

#### MATERIAL PROVISIONS OF THE EXEMPTED AGREEMENTS

#### B

#### THE NATIONAL AGREEMENTS COVERING SKILLED CRAFTSMEN WHO ARE FOUR-SHIFT WORKERS AND THOSE OTHER THAN FOUR-SHIFT WORKERS<sup>(1)</sup>

#### PROTECTION AGAINST LAY-OFF AND SHORT-TIME WORKING

##### *Conditions*

- 40.** The benefits provided under Clauses 35 and 36 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 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 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 35 and 36 required through short-time working shall be limited to a maximum total sum of 40 times the individual employee's hourly basic rate within each three month period as follows:

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

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(1)

The material provisions of these agreements are identical.

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The £6 supplement payable under the National Agreement dated 16th January 1976 and the 5 per cent. addition payable under this Agreement are additional to the maximum total sum mentioned above.

- (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.