

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⁽¹⁾

PROTECTION AGAINST LAY-OFF AND SHORT-TIME WORKING

Purpose

33. 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

34. These provisions apply to all permanent full-time workers covered by National Agreement who have been continuously employed by a mill for not less than four weeks.

Notice of Lay-off

35. 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

36. 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.

37. 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.

38. 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.

39. Payments made under this Agreement will be subject to the normal deductions.

Conditions

40. The benefits provided under Clauses 35 and 36 above are subject to the following conditions:

(1)

The material provisions of these agreements are identical.

*Status: This is the original version (as it was originally made). This item of legislation is currently only available in its original format. The electronic version of this UK Statutory Instrument has been contributed by Westlaw and is taken from the printed publication. **Read more***

- (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:

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 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.

General

41. Any employee who considers he has not received a payment to which he is entitled under this Agreement should raise the matter under the normal provisions for avoiding disputes. The employee may, however, in any case present a complaint to an industrial tribunal that his employer has failed to pay the whole or any part of any guaranteed remuneration to which the employee is entitled under this Agreement.