
STATUTORY INSTRUMENTS

1977 No. 2032**TERMS AND CONDITIONS OF EMPLOYMENT****The Guarantee Payments (Exemption) (No. 14)
Order 1977***Made - - - - 6th December 1977**Coming into Operation 11th January 1978*

Whereas the Agreement as to Short-time Working or Lay-off between Tudor Food Products (a division of Toms Foods Ltd.) and the General and Municipal Workers' Union is a collective agreement which makes provision whereby employees to whom the said agreement relates have a right to guaranteed remuneration:

And whereas the parties to the said collective agreement (whose descriptions are set out in Schedule 1 to this Order) all made application to the Secretary of State under section 28(1) of the Employment Protection Act 1975(a) ("the Act"):

And whereas the Secretary of State, having regard to the provisions of the agreement (which so far as are material are set out in Schedule 2 to this Order), is satisfied that section 22 of the Act should not apply to those employees:

And whereas the said agreement complies with section 28(4) of the Act:

Now, therefore, the Secretary of State in exercise of the powers conferred on him as the appropriate Minister under section 28(1) of the Act and of all other powers enabling him in that behalf, hereby makes the following Order:—

Citation and commencement

1. This Order may be cited as the Guarantee Payments (Exemption) (No. 14) Order 1977 and shall come into operation on 11th January 1978.

Interpretation

2.—(1) The Interpretation Act 1889(b) shall apply to the interpretation of this Order as it applies to the interpretation of an Act of Parliament.

(2) The "exempted agreement" means the Agreement as to Short-time Working or Lay-off between Tudor Food Products and the General and Municipal Workers' Union.

(a) 1975 c. 71.

(b) 1889 c. 63.

Exemption

3. Section 22 of the Act shall not apply to any person who is an employee to whom the exempted agreement relates.

Signed by order of the Secretary of State.

6th December 1977.

Harold Walker,
Minister of State,
Department of Employment.

SCHEDULE 1

PARTIES TO THE COLLECTIVE AGREEMENT

1. *Representing Employers:*
Tudor Food Products, a division of Toms Foods Ltd., a subsidiary of General Mills Inc. (U.S.A.).
 2. *Representing Employees:*
the General and Municipal Workers' Union.
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SCHEDULE 2

MATERIAL PROVISIONS OF THE COLLECTIVE AGREEMENT

Agreement as to Short-time Working or Lay-off

(1) In this Agreement short time working is defined as a working week in which less than five days are worked and a lay-off is defined as a period of five or more consecutive normal working days on which no work is available for employees.

(2) The Company will seek to avoid redundancy, lay off or short time working in any period during which it becomes necessary to reduce production capacity by first allowing normal wastage to reduce numbers of employees.

(3) Should normal wastage be insufficient to reduce numbers of employees to the required levels, the Company will shorten the working week or lay off employees. The Company will provide the Stewards with such information as to numbers of employees required and steps taken or about to be taken to achieve these numbers as is reasonable in the circumstances. The Company will give to the Stewards one weeks notice of its intention to operate short time working or lay-off.

- (4) (a) The Company will expect the remaining employees to work flexibly so as to maintain a balanced work force.

whether (i) by accepting a lower grade of work
and/or (ii) by accepting a change of shift
or (iii) by accepting either (i) or (ii) above on a rota basis.

(b) The Company will first endeavour to achieve the necessary balance by requesting employees to volunteer for changes before making any selection of employees as in paragraph (6).

(5) In every case where an employee is required to make a change as in paragraph (4) such that the basic rate of pay and/or shift allowance where appropriate for that employee is reduced then the previous higher basic rate of pay will be maintained for a period of not more than six consecutive weeks commencing with the first day of the change.

(6) Selection of employees for these changes, other than voluntary changes, will be on the basis that the employee having the shortest period of continuous service in the higher grade will be the first to be required to change to the lower grade.

(7) Payment for any day lost through short time working or lay off will be made to those employees who would normally have worked that day up to a maximum of five working days cumulative in any calendar quarter commencing 1st January, 1st April, 1st July or 1st October providing that: —

- (i) The employee had a minimum period of service with the Company of four weeks immediately prior to the commencement of the short time working or lay off.
- (ii) The employee had not refused to accept reasonable alternative employment on the day for which payment is claimed.
- (iii) The day for which payment is claimed has not been lost as a result of industrial action at any establishment of either the Company or the Group.

(8) Payment for any day lost as set out in paragraph (7) will be the amount which would have been due to the employee for eight hours basic rate including shift allowance where appropriate had that day been worked.

(9) Any employee coming within the terms of this Agreement who considers that he or she has been unfairly treated by reason of a decision taken under this Agreement has a right of appeal in accordance with the Company's Grievance Procedure. In addition the employee has in every case the right to present a case to an industrial tribunal that the Company has failed to make a payment, or part of a payment, to which the employee is entitled under this Agreement.

(10) Nothing in this Agreement shall prevent the Company from arranging the Closure of the Factory as part of the Annual Holiday entitlement in accordance with existing Holiday Regulations.

(11) Either the Company or the Union may make proposals to vary the terms of this Agreement should such proposal be relevant as a result of changes in legislation, Codes of Practice or National Agreements.

(12) Three months notice of termination of this Agreement may be given by either party.

EXPLANATORY NOTE

(This Note is not part of the Order.)

This Order excludes from the operation of section 22 of the Employment Protection Act 1975 employees to whom the Agreement as to Short-time Working or Lay-off between Tudor Food Products and the General and Municipal Workers' Union relates.

Copies of the Agreement are available for inspection between 10 a.m. and noon and between 2 p.m. and 5 p.m. on any weekday (except Saturdays) at the offices of the Department of Employment, 8 St James's Square, London SW1Y 4JB.

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