



Department of Trade and Industry

# **PARTNERSHIP AT WORK – A NEW NATIONAL AGREEMENT**



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# THE NEW BPIF/AMICUS GPM SECTOR NATIONAL AGREEMENT AND CODE OF PRACTICE

## Introduction – the BPIF/Amicus GPM Sector Partnership at Work Initiative

- 1** In November 2003 the BPIF and Amicus GPM Sector (formerly GPMU) began work on a joint Partnership at Work initiative. This followed DTI funding approval for a major project to 'improve the printing industry's productivity and working environment through a new partnership between employers and unions at national level'.
- 2** The project was led by a BPIF/Amicus GPM Sector Joint Review Body, which comprised senior executives from BPIF member companies and senior Amicus GPM Sector officials. The Joint Review Body was chaired by Frank Burchill, Emeritus Professor of Industrial Relations and Director of the Centre for the Study of the Avoidance and Resolution of Employment Disputes at Keele University.
- 3** The BPIF and Amicus GPM Sector have a long history of collective bargaining at local and national level. National Agreements have, over the years, not only addressed issues relating to pay and benefits, but have also put in place provisions covering areas that are crucial to sustaining the competitive position of the industry and to improving the working conditions of employees. These include increasing efficiency and productivity in the workplace, training, health and safety, and equal opportunities. National Agreements have contributed significantly to the industry's record of low levels of days lost through industrial action stretching back many years. The parties have also collaborated in a successful bid to the DTI for funding to establish an Industry Forum (Vision in Print) dedicated to improving the competitiveness of UK print. The parties are also partners in the Print Education and Training Forum and worked with organisations in other sectors to integrate this body into the new Sector Skills Council for the process and manufacturing industries (Proskills).
- 4** Notwithstanding these joint successes however, both parties also recognised that there were increasing signs that the national bargaining framework was in need of a major overhaul if it is to address adequately the challenges the industry faces in coming years. In particular it needed to address issues relating to skills development and the work-life balance of people working in the industry, as well as enabling companies to respond to increasing competition arising from the development of new media and the sourcing of print overseas. The new bargaining framework also needed to provide scope for negotiations between the parties in relation to the implementation of new employment legislation.
- 5** These issues constitute a major threat to the survival of employers and the jobs of employees. The need for them to be addressed as a matter of urgency was highlighted in Print 21, the DTI-funded study of the industry's competitiveness published by the BPIF in 2001 (Recommended Actions 1 and 8). BPIF and Amicus GPM Sector were both represented on the steering group for that study, and it was this joint acceptance of the need for a fundamental review of the existing Agreements that led directly to the instigation of the Partnership at Work project.

## Developing the new National Agreement and Code of Practice

- 6** One of the Joint Review Body's first tasks was to commission research among both BPIF member companies and Amicus GPM Sector members working under the National Agreement to ascertain their needs and concerns and expectations of a national agreement, and to establish attitudes to possible changes. The aim was to bring objectivity and fresh ideas to the Review Body's discussions and to generate greater involvement, understanding and buy-in from those who will ultimately have to implement the outcome of their deliberations. The Joint Review Body received substantial support from ACAS in undertaking this research and wishes to formally acknowledge the invaluable support they provided to the project.
- 7** It was agreed that the research would be conducted in two strands:
  - a** A full survey of all BPIF, SPEF and Amicus GPM Sector members – in order to enable all affected by the outcome of the Review to make an input
  - b** A series of focus groups held with employers and with employees, at which attendees would be invited to share their thinking on the changes they believed needed to be made to existing agreements and practices and how these could best be taken forward.
- 8** Following a tendering process, research company Vision 21 was appointed to undertake the survey. After initial piloting the survey questionnaire was distributed to all BPIF and SPEF member companies, and to all Amicus GPM Sector members working under the BPIF/Amicus GPM Sector (or SPEF/Amicus GPM Sector) National Agreement. Completed questionnaires were received from 437 employers (20.9%) and 2500 employees (7.4%).
- 9** The survey was supported by a total of 23 focus groups (13 for employers and 10 for employees) facilitated by senior ACAS officials and held in locations throughout the UK, at which attendees were invited to share their thinking on the changes they believed need to be made to existing agreements and practices and how these could best be taken forward. The first of the focus groups was held on 26 May and the last on 6 August. 95 employer representatives attended the employer groups and 97 Amicus GPM Sector representatives attended the employee groups. The ACAS regional officers who facilitated these events recorded the feedback from each focus group in a standard format.
- 10** In September 2004 the Joint Review Body received a presentation from research company Vision 21 on the results of the Joint BPIF/Amicus GPM Sector survey of employees and employers, as well as a presentation from ACAS on the findings of the focus group meetings they facilitated. Copies of both the survey report and the report summarising the findings of the focus groups are available on request.

- 11** Having examined the results of this joint research, the next task was to decide how the National Agreement should be reshaped in the light of the findings. Following lengthy and detailed talks, a basis of agreement was reached on the terms of a New Partnership Document – comprising a National Agreement and an associated Code of Practice. This document has been approved by the Governing Councils of both the BPIF and Amicus GPM Sector and is now subject to a ballot of GPM Sector members covered by the BPIF/Amicus GPMS National Agreement.

### **A new National Agreement and Code of Practice**

- 12** The Joint Review Body is proposing substantial revisions to the current National Agreement between BPIF and Amicus GPM Sector. In all, it is proposed to revise fifteen sets of provisions contained in the current Agreement, and to add seven new ones. Eleven sets of provisions remain unchanged, and four are proposed for deletion.
- 13** Appended to the National Agreement would be a BPIF/ Amicus GPM Sector Code of Practice, which seeks to set out best practice in employment conditions rather than minimum entitlements. The introduction of the Code reflects the view of both parties that companies and chapels must work together to achieve the highest possible standards of employment relations, and the purpose of the Code is to supplement the National Agreement by setting out the standards that the parties consider all BPIF member companies should be seeking to achieve in these areas. The Code will be kept under review by a new joint BPIF/Amicus GPM Sector Partnership Committee and will be augmented in the light of future developments affecting the industry. The BPIF and Amicus GPM Sector are committed to assisting their members to achieve the standards set out in the Code of Practice.

### **Objectives of the new Agreement and Code of Practice**

- 14** The new Agreement and Code of Practice seeks to address twelve key objectives that the Joint Review Body's research has shown are significant to both employers and employees. These are:
- Increasing dialogue and co-operation between employers, employees and employee representatives
  - Building an effective partnership between the BPIF and Amicus GPM Sector that recognises and seeks to address their mutual and separate interests
  - Improving productivity and profitability
  - Reducing excessive overtime working
  - Ensuring fairness of treatment in the workplace
  - Protecting the health and welfare of employees
  - Assisting employees to adapt to changes affecting their employment
  - Enabling employee representatives to represent their members effectively and to acquire the skills they need to work in partnership with employers
  - Providing a means for resolving disputes and differences
  - Ensuring implementation of workplace legislation and /or good employment practice
  - Enabling effective recruitment and development of people
  - Simplifying and modernising the National Agreement

### **The changes agreed**

- 15** The proposed changes to the National Agreement and the content of the proposed new Code of Practice are listed below:

#### *Provisions that have been revised*

- Dignity at Work
- Full cost recovery
- Flexibility of labour
- Recording of times
- Cancer screening
- Balancing of time
- Machine classifications
- Time off for trade union duties and activities
- Part-time/Temporary/Agency Workers
- Call money
- Redundancies and Business Transfers
- Preparation for retirement
- Pensions
- Sick pay
- Holiday pay calculation

*Provisions that are new to the National Agreement*

- Flexible working patterns
- Learning and skills
- Working time
- Privacy at work
- Voluntary recognition procedure
- Partnership
- Partnership Committee

*Provisions that remain unchanged in the new National Agreement*

- Honouring of Agreements
- Efficiency and productivity
- Manning levels
- Changes in Working Practices
- Integrated pressrooms
- Disputes procedures
- Bereavement leave
- Notice
- Period of Agreement
- Wage Rates
- Hours and holidays

*Provisions removed from the National Agreement*

- Demarcation
- Access to CCTV evidence
- Single European Market
- Joint Review Body

*Provisions included in the new Code of Practice*

- Privacy at work
- Model Information and Consultation Agreement
- Induction checklist for temporary workers
- Childcare guidelines
- Health and safety
- Preparation for retirement
- Redundancies and Business transfers

## The detail

- 16** The full text of the proposed new and revised clauses is contained in the appendix to this paper. For each of the proposed new and amended provisions, the relevant objectives these are seeking to address have been highlighted. **New wording is highlighted in blue.**

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# APPENDIX – FULL TEXT OF PROPOSED NEW AND REVISED CLAUSES AND GUIDANCE

## A NEW CLAUSES

### Partnership

#### Summary

- Sets out a definition of partnership that has been agreed between the two parties
- Lists areas of common interest to both employers and employees
- Lists set of principles that need to be adopted to secure effective partnership in the workplace

#### Objective(s) addressed

- Increasing dialogue and co-operation between employers, employees and employee representatives
- Building an effective partnership between the BPIF and Amicus GPM Sector that recognises and seeks to address their mutual and separate interests

### *Benefits*

- Commits both parties to working in partnership with each other in addressing their common and separate interests
- Sets out principles essential to building trust and respect between employers and employees
- Identifies areas of common interest to both employers and employees
- Commits BPIF and Amicus GPM Sector to supporting their members in delivering partnership working at house level

### *Agreed wording*

- a** The BPIF and Amicus GPM Sector define partnership in the workplace as a relationship based on an understanding by both employers and employees of a company that:
- (i) they have common interests and need to work together to address these
  - (ii) they have legitimate separate interests that each party seeks to persuade the other to satisfy so far as they are able to do so.
- b** The BPIF and Amicus GPM Sector agree that in pursuit of their common and separate interests the respective parties should maintain the highest professional standards, and the highest levels of trust and respect, in their relationships with each other
- c** The BPIF and Amicus GPM Sector agree that the following represent areas of common interest, which are of the utmost importance to both employers and employees:
- (i) achieving significant improvements in company profitability both now and in the future
  - (ii) providing companies with the flexibility they need to respond to fluctuations in customer demand
  - (iii) providing employees with a safe, secure and satisfying working environment
  - (iv) ensuring that employees' contributions to the company are properly recognised
  - (v) providing employees with information on, and consulting them about, decisions that impact upon them.
  - (vi) providing employees with the training and retraining necessary for them to perform their jobs efficiently and safely and to cope with changes to their duties and responsibilities
  - (vii) ensuring that managers and employees adopt a culture of joint responsibility
- d** A partnership's success depends on maintaining an on-going dialogue that seeks to meet the interests of both employer and employees. It is also dependent on the recognition by the parties that such cooperation should take place at all levels of the organisation and particularly at the level of strategic decision-making. The joint Partnership Committee consisting of BPIF and Amicus GPM Sector representatives is a good example of strategic level dialogue established for this purpose.
- e** The following partnership principles need to be adopted to secure effective partnership:
- (i) both management and employee representatives must have a common understanding of the performance of the business and the areas where change is needed
  - (ii) the building of trust and respect between all individuals is important. Effective and regular communication and open sharing of information as a two-way process based on well-established arrangements and processes are essential
  - (iii) employee representatives must ensure that they effectively represent their colleagues and that they seek out ideas and opinions which they can make available to management in the consultation process
  - (iv) the importance of partnership, and its benefits for companies and for employees alike, must be espoused widely within the company, the chapel, consultation forums, and ultimately at all levels of these representative bodies, to ensure the continued survival and renewal of the partnership process
- f** The BPIF and Amicus GPM Sector are committed to supporting and assisting their members in addressing and delivering partnership working at house level.

## **Partnership Committee**

### *Summary*

- Sets out terms of reference of a Joint BPIF/Amicus GPM Sector Committee that will keep the National Agreement and Code of Practice under review in the light of changes in legislation and best practice.

### *Objective(s) addressed*

- Building an effective partnership between the BPIF and Amicus GPM Sector that recognises and seeks to address their mutual and separate interests

### *Benefits*

- Enables the new National Agreement and Code of Practice to be sustained after the work of the BPIF/Amicus GPM Sector Partnership at Work Joint Review Body has been completed
- Ensures that the provisions of the National Agreement keeps pace with changes in legislation and best practice
- Committee guided and advised by an Independent Chairperson

### *Agreed wording*

- a** Both parties are committed to seeking to address the key employment related issues facing the industry in the medium and long term on a joint basis. Such issues may include existing and proposed employment legislation, the scope, content and format of the National Agreement, and any other issues deemed to be appropriate by either party.
- b** The parties agree to establish a Partnership Committee, one of the key functions of which will be to keep the provisions of the National Agreement and of the associated Code of Best Practice under continuous review in the light of any changes in legislation and of emerging best practice. The Committee will discuss the implications of any proposed and agreed changes in UK employment legislation, and where appropriate will seek to influence Government proposals jointly at an early stage.

- c** The Committee will also review the impact of proposed and agreed European Directives and where appropriate will seek to influence, at all levels, the policies of the European Commission and the development of European legislation and other measures likely to affect the printing industry and those employed in it.
- d** The Committee will endeavour to promote agreed guidance on a joint basis to BPIF and Amicus GPM Sector members. This could include making recommendations on the content of sectoral national agreements, where there is scope within the legislation concerned for these to be negotiated as an alternative to the legislation being applied directly to companies in the industry, provided that the parties consider that a sectoral national agreement would provide the best method of ensuring that the needs of the industry are met.
- e** The Partnership Committee shall comprise representatives of the BPIF and Amicus GPM Sector, and will meet on a quarterly basis under the auspices of a mutually agreed Independent Chairperson. The Independent Chairperson will guide, advise and where appropriate, make recommendations to the parties

## Flexible Working Patterns

### Summary

- Sets out provisions relating to hours of work, arrangements of working hours, shift work and overtime

### Objective(s) addressed

- Improving productivity and profitability
- Reducing excessive overtime working

### Benefits

- Provides for the introduction of double, treble, four and five shift working, and permanent weekend working
- Provides for banked hours arrangements where agreed
- Provides for time off in lieu of overtime premia where agreed
- Provides flexibility to move between different shift work patterns

### Agreed wording

#### Arrangement of working hours

- a** In order to increase output within standard working times, it is accepted that the arrangement of working hours will be determined in each house to suit the needs of production and distribution, and that attendance hours may vary from department to department according to production requirements.
- b** Such arrangements may involve staggered day or shift work or any type of shift system (e.g. double-day shift, night shift, treble shift, [four-shift working over six days, five shifts over seven days, or permanent weekend working](#)). On day work the standard working hours will be scheduled between 7.30 am and 6.00 pm (unless otherwise mutually agreed), without attracting overtime premia until the standard working hours are exceeded. Except in the case of night shifts which already span 4 days, [and four-, five- and permanent weekend shifts](#), standard working hours will normally be spread over 5 days (Monday to Friday).
- c** The parties to this Agreement acknowledge the right of management to make final decisions in relation to the arrangement of hours under (a) and (b) above, [following full consultation and discussion with the chapel](#).

## Shift working

- a** The working of double-day shifts, night shifts, treble shifts, [four-shift working over six days, five shifts over seven days, permanent weekend working and banked hours arrangements, where necessary](#), shall be encouraged and accepted to meet the production requirements of the industry. It shall not be a condition that a whole department must work shift.
- b** The calculation of shift extras is based on the agreed minimum rate, including agreed machine extras, if any, but merit money payments shall be added flat.
- c** Hours worked beyond the standard number shall be paid at the appropriate overtime rate above the shift hourly rate.
- d** In normal circumstances not less than one week's notice shall be given of the starting of a shift and two weeks' notice of its termination, but both notices may be given at the same time where a shift is to run for one week only. However, where an individual employee has worked shifts continuously for two years or more, eight weeks' notice of termination of shift pay shall be given where an individual is continuing in employment. Where discontinuation of shift working involves redundancies the normal period of notice of termination of employment at the shift rate shall apply, as specified under Clause 28 (Notice) of part I of this Agreement. [These notice periods for commencement and termination of shift working shall also apply where employees are required to change from their current shift pattern to another pattern that has previously been established in the company](#).  
In case of emergency due to sickness, breakdown or sudden pressure of production the requirements for notice shall be waived but as long a period of notice as practicable shall be given
- e** The parties to this Agreement accept that it is essential to make the best use of resources in order to maximise returns on investment. Where required, local [agreements](#) should be made to introduce shift working. In such cases management and chapels will support the introduction of treble shift working or the implementation of alternative means of achieving 24-hour production [including four-shift working over six days, five shifts over seven days, and permanent weekend working](#).

- f** It is accepted that transfer to treble shift working or to four-shift, five-shift and permanent weekend working may cause problems for individual employees. Employees may have particular problems relating to working such shifts. Where these difficulties apply it is accepted that special attention will need to be given to resolving these problems. Account will therefore be taken by employers of individual circumstances, with a view to alleviating genuine hardship or difficulties which may arise as a result of transfer to treble shifts or four-shift, five-shift and permanent weekend working. Where any disagreements arise in relation to the circumstances of individual employees the matter will be referred to the industry's disputes and differences procedure.
- g** Where required, arrangements may be implemented to establish working patterns ranging from a working week of three days, to seven-day coverage of plant and machinery. It is accepted that seven-day coverage may involve rotating, four-and five-shift systems, or permanent weekend shift working. It is also accepted that where fluctuations in seasonal and customer demands restrict the effective use of plant and equipment, alternative patterns of working may be negotiated and established by mutual agreement to enable standard working hours to vary at different times of the working year in order to meet such variations in demand.

### Night shift

Members working on a night shift shall receive a rate of 25% above the basic day rate.

### Double-day shifts

Members working a double-day shift shall receive a rate of 20% above the basic day rate.

### Treble shifts

- a** Members working treble shifts shall receive a rate of 33.3% above the basic day rate for each of the three shifts (or by agreement a lower percentage for each of the two day shifts and a correspondingly higher percentage for the night shift, totalling 100% premium over the three shifts).
- b** Treble shift working for the purpose of this Agreement shall be the operation of plant or equipment or the performance of work on a basis of three shifts (normally rotating), covering between them continuous use of equipment during the whole working week.
- c** Meal-breaks and continuous running: There shall be a paid meal-break of 30 minutes during and as part of each of the three shifts. These meal-breaks will be staggered (within the middle four hours of the shift) in such a way that machines will be kept running as far as practicable during breaks without adding to the overall labour force in the department. Any difficulty which may arise as a result of a temporary reduction of normal machine crews at such times will be discussed by management and chapel so as to maintain production and avoid an increase in unit costs.
- d** Take-over between shifts: There will normally be a running takeover between shifts without overlap but if at any time a firm requires an overlap between the members in charge of the machine(s), the person whose shift is extended shall receive the appropriate overtime payment for the period of extension calculated on the shift rate with a minimum of a quarter of an hour per day.

### Four-shift and five-shift systems, and permanent weekend working

Holidays: Holidays will be as set out in Part 3 of the National Agreement (currently 5 weeks and 1 day plus 8 bank holidays) but recalculated to allow for the alternative shift pattern.

Where 12-hour shifts are the established pattern the total holiday entitlement (inclusive of bank holiday) shall be 23 shifts of 12 hours. Holidays may only be taken as a single shift or as multiples thereof.

In all cases holiday arrangements shall be made in accordance with Clause 1 (i) of Part 3 of this Agreement (see above).

### Four-shift (six day working)

- a** Calculation of hourly rate: The hourly rate shall be agreed at house level and shall be inclusive of all payments agreed at national or house level (excluding shift payments).
- b** Premium: the shift premium shall be 40%.
- c** Hours of work: the total hours worked in any week shall be 36.

### Five-shift (seven day working)

- a** Calculation of hourly rate: The hourly rate shall be agreed at house level and shall be inclusive of all payments agreed at national or house level (excluding shift payments). The hourly rate shall be based on a 36 hour week.
- b** Premium: the shift premium shall be 50%.

## Notice requirements relating to four-shift and five-shift working and permanent weekend shifts

The requirements for notice of commencement and termination of four-shift, five-shift, or permanent weekend working shall be those specified in Clause 2(b) above. Account will be taken by the employer of individual circumstances, with a view to alleviating any genuine hardship or difficulties, where employees: (a) commence four-shift, five-shift or permanent weekend working for the first time; or (b) resume four-shift, five-shift or permanent weekend working after any period of two years or more during which they have reverted to treble, double or day shift working. Where appropriate, the introduction of permanent weekend shifts in combination with treble shift working may be adopted as an alternative to five-shift working in order to facilitate seven-day production.

### Permanent weekend shifts

- a** Calculation of standard weekly wage: The standard weekly wage shall be equivalent to that of the weekday shift pattern applicable in the company concerned
- b** Hours of work: the average hours of work in any week shall typically be 30. The hours worked in any given week may vary between 24 and 36 hours.

### Cessation of four-shift working, five-shift working, or permanent weekend working

In the event that termination of four-shift (six day) or five-shift (seven day) or permanent weekend working results in the re-introduction of working patterns involving treble shifts, double day shifts or day shifts over five days, the enhanced terms of employment in relation to shift premia and working hours set out above shall cease, and the terms and conditions set out elsewhere in this agreement in relation to the shift pattern concerned shall apply.

### Banked hours

- a** Agreements may be reached at house level that provide for employees to vary their attendance hours at different times of the year by the use of a banked hours arrangement.
- b** Under these arrangements, the working week may be varied between 24 and 48 hours over a twelve-month period in order that the number of hours worked can be flexed between busy and slack production periods.
- c** Hours not worked during slack periods shall be banked and drawn down during busy periods.
- d** The current standard weekly wage shall continue to be paid on a constant basis in any week during which hours are banked or drawn down from the bank: i.e. it is not reduced in any week in which hours are banked (and therefore less than the normal standard working hours are worked), and it is not increased in any week during which hours are drawn down from the bank (and the normal standard working hours are therefore exceeded).
- e** The total number of hours to be banked during the twelve-month period shall be negotiated at house level.
- f** Any banked hours that are unused at the end of the period are lost with no ability to roll over banked hours from one period to the next.
- g** Employees shall accept a commitment to clear their banked hours during the twelve-month period.
- h** Hours banked shall be premiable at ratio of not less than 1.5 to 1 so as to ensure that the payback of any banked hours will be less than the total number of hours banked.

### Time off in lieu

In the absence of a banked hours arrangement, companies shall be able to offer employees time off as an alternative to premia payments for overtime working. Under these arrangements any period of overtime worked is offset by an equivalent period of time off equal to the amount of overtime.

### Working time

#### Summary

- Implements nationally the provisions of the Working Time Regulations and provides that average weekly working hours (including overtime) shall not exceed 48 hours over an agreed reference period

#### Objective(s) addressed

- Reducing excessive overtime working
- Ensuring implementation of workplace legislation and/or good employment practice

#### Benefits

- Ensure compliance with Working Time Regulations
- Provides for the adoption of a 52 week reference period where production circumstances of the company render this practicable
- Contains level of overtime working to safe and manageable levels

### *Agreed wording*

- a** The parties agree that the average working week, including overtime, for employees covered by this agreement shall not exceed 48 hours.
- b** The reference period to be used in relation to calculating a 48-hour average working week should be 17 weeks. However, longer reference periods of up to 52 weeks can be adopted at house level where the production circumstances of the company render this practicable.
- c** The definition of working time shall include any time paid by the employer the duties for which the employee has been engaged, as well as any paid meal breaks, and any paid time for relevant training or trade union duties.
- d** Employees working night shifts, whether on a permanent basis or as part of a rotating shift pattern, shall be entitled to a free health assessment prior to taking up such duties and at periodic intervals thereafter (normally once in twelve-month period).

## **Learning and Skills**

### *Summary*

- Commits companies to plan their future skill requirements and actions necessary to address these in consultation with chapels
- Provides for industry trainee intakes to be reviewed at national level on an annual basis, with agreed recommendations made following reviews
- Commits employees to support and co-operate with company training activities
- Commits companies to allocate an amount equal to 0.5% of their payroll costs to training within their companies
- Confirms that disagreements in relation to learning and skills issues may be referred to the national disputes and differences procedure
- Confirms that Government will act to introduce statutory measures in relation to compulsory employer contributions if these provisions do not generate sufficient investment in training and development

### *Objectives addressed*

- Enabling effective recruitment and development of people

### *Benefits*

- Provides a positive alternative to the introduction of a compulsory training levy
- Secures employee involvement in the development of company training plans, and employee support for their implementation
- Commits companies to invest in training at realistic levels, with the resulting budget allocation spent within the company in addressing the company's own priority skill areas

### *Agreed wording*

- a** The efficiency and productivity of the printing industry depends on employees obtaining and maintaining high levels of skill, and the parties to this agreement recognise the need for training and development of individuals in order to achieve this.
- b** Any skills development and training should always be geared to the needs of both the company and the industry, and will include off the job training where facilities allow. Any learning or training will, where possible, lead towards a recognised qualification.
- c** Companies will plan their future skills requirements together with Chapels on all areas that affect them directly. Both parties recognise the positive role that Union Learning Representatives can play in this process. Training plans will take account of the need to train and develop existing adult workers as well as the need to recruit new entrants into the industry. The National Partnership Committee will review available information on industry intake on an annual basis, and will make agreed recommendations on levels and type of training to be undertaken by the industry. To this end research will be commissioned to provide information on industry intake on an annual basis if it is not already available through other skills bodies e.g. Proskills/PETF. New entrant trainees can be recruited from all age groups, and in all cases should be given the opportunity to acquire a qualification through a structured programme of training, such as a modern apprenticeship or an adult upskilling programme.
- d** Amicus GPM Sector members will give full support and cooperation to company learning and skills activities training, including off-the job training at external venues, in-house training programmes on the company's premises. This will include co-operation in the form of their own participation in skills development and also through assisting in the development of other employees. Chapels will be encouraged to have Union Learning Representatives.
- e** Having regard to the need for continuing investment in the training and development of employees at all levels, it is agreed that companies shall allocate an amount equal to a minimum of 0.5% of their payroll costs (exclusive of employer pension and national insurance contributions) to training and development activities.
- f** Companies will produce a training plan and budget allocation in consultation with Amicus GPM Sector Chapels and other employee representatives. This will be reviewed and updated at six-monthly intervals.
- g** Guidance on the formulation of training plan, together with a model plan and training needs analysis is contained in the Code of Practice.
- h** Training plans made at company level will be notified to BPIF regional offices and Amicus GPM Sector Union Learning Fund's Regional Skills Co-ordinators.
- i** Any disagreements in regard to company training plans may be referred to the national disputes and differences procedure, at the request of either party.
- j** This agreement will be reviewed in two year's time, and companies should be aware that the Government has informed the BPIF and Amicus GPM Sector that they will act to introduce statutory measures in the printing industry to require employer contributions in the event that the above provisions do not generate the level of investment in training and development necessary to meet the skills needs of employers and employees.

## Privacy at Work

### Summary

- Sets out rights of employees in relation to data held about them, whether paper-based or held electronically
- Supported by guidance in the BPIF/Amicus GPM Code of Practice (see section on Privacy at Work)

### Objective(s) addressed

- Ensuring fairness of treatment in the workplace

### Benefits of clause and associated guidance in Code of Practice

- Summarises legal rights of employees in relation to access to details of data held about them
- Incorporates requirements of the Human Rights Act 1998 and Data Protection Act 1998 into National Agreement
- Defines circumstances in which monitoring and surveillance of employees is permitted
- Defines circumstances in which employers are permitted to hold and process personal data
- Sets out rights of employees in relation to personal data held about them
- Lists further guidance in this area available from the Information Commissioner

### Agreed wording

- a** Article 8 of the Human Rights Act 1998 gives the right to privacy and respect for family life. The Data Protection Act of 1998 gives workers rights of access to details of data held about them, and to be advised of the purpose for which such data is being held and its relevance to their working life.
- b** Data includes paper-based systems and information held electronically regardless of the location of such information. The Information Commissioner has published Codes of Practice covering recruitment and selection, employment records, monitoring at work and medical information.
- c** Amicus GPM Sector and the BPIF agree to observe the spirit and intention of the law. The Information Commissioner has issued codes of practice on Privacy at Work detailing the implications of the existing legislation.

## Voluntary Recognition Procedure

### Summary

- Provides a means whereby a company that does not recognise Amicus GPM Sector, but which faces a request to do so, can discuss the matter informally on a voluntary basis should they wish to do so.
- Defines legal entitlements to time off for union representatives in relation to training and duties and for union members in relation to union activities.

### Objective(s) addressed

- Providing a means for resolving disputes and differences

### Benefits

- Procedure is entirely voluntary, and can only be used if both parties agree to do so
- Provides scope for dialogue with the union in advance of any legal challenge being made to the Central Arbitration Committee under the Employment Relations Act (and may provide a means of preventing the latter)
- BPIF can act as broker between the parties if the employer does not wish to meet with the union
- Acceptance that commitment to meet to discuss recognition will not be taken to imply recognition
- No hostile action can be taken if the procedure is used, until it has been exhausted

### Agreed wording

- a** The purpose of this agreement is to provide a means by which a BPIF member company which does not recognise Amicus GPM Sector and which has been presented with a request for recognition by the Amicus GPM Sector, may discuss the matter with the union on a purely voluntary basis outside the provisions of the Employment Relations Act.
- b** In the circumstances where Amicus GPM Sector wishes to meet with a BPIF member company, the union Head Office will notify the BPIF Head Office in the first instance. The BPIF will contact the company and, where the company wishes to meet Amicus GPM Sector Officers, they will arrange for the meeting to take place. It is accepted that some companies that do not recognise Amicus GPM Sector may not wish to meet the union. However, the BPIF will use its good offices to seek to facilitate a meeting or a dialogue between the Amicus GPM Sector and the company. Where there is a refusal to meet the Amicus GPM Sector will be free to pursue the request of recognition.
- c** Where a meeting with a company is to take place regarding recognition, this should be done within 10 days of the date of request for recognition being lodged by Amicus GPM Sector. No hostile action will take place on either side. This would not prevent normal organising activity taking place at the company.
- d** It is acknowledged by the union that a meeting with Amicus GPM Sector under this agreement does not confer recognition of the Amicus GPM Sector in the company concerned or commit the company to negotiate a recognition agreement. Where the company is willing to negotiate a recognition agreement, the BPIF will assist the company if requested to do so.
- e** It is acknowledged that if, following such a meeting, the company is unwilling to recognise Amicus GPM Sector the union will be entitled to take such further steps as it wishes including if appropriate a reference to the Central Arbitration Committee as provided for under the provisions of the Employment Relations Act.

- f** This agreement stands alone from the disputes and differences procedure and the holding of a meeting under this agreement does not provide a route into the disputes and differences procedure.
- g** Where any employees express a wish to join a trade union the BPIF agree that they should be informed that it is accepted that the customary union for the printing graphical and media industry is Amicus GPM Sector.
- h** If any company is considering granting recognition the BPIF agree that they should also be informed that it is accepted that the customary union for the printing graphical and media industry is Amicus GPM Sector.

## **B REVISED CLAUSES**

### **Dignity at work**

#### *Summary*

- Minor changes to existing clauses that set out rights of employees in relation to equal opportunities and treatment, reflecting developments in legislation
- Sets out series of definitions relating to different forms of harassment
- Defines the obligations of employers in reaction to providing an environment free of harassment
- Details the procedures to be followed in the event that an allegation of harassment is made by an employee

#### *Objective(s) addressed*

- Ensuring fairness of treatment in the workplace

#### *Benefits*

- Protects employees from bullying, harassment and victimisation
- Protects employers from loss in productivity that occurs where employees are suffering from bullying, harassment or victimisation
- Ensures any allegations of bullying, harassment or victimisation can be dealt with promptly, efficiently, fairly and sympathetically
- Provides protection for right of alleged harassers until and unless any case against them has been proven
- Protects employers from court actions from employees as a result of proven harassment, and the resulting costs and adverse publicity

#### *Agreed wording*

The parties to this Agreement recognise the right of every employee to be treated with respect and dignity. The parties are committed to providing a working environment that offers equal treatment and equal opportunities for all, and takes account of the relevant Codes of Practice. These clauses have been drawn with the objective of preventing all forms of harassment at the workplace and are applicable to all companies and employees at every level.

#### *Definitions*

- a** Sexual harassment is unwanted conduct of a sexual nature or other conduct based on sex affecting the dignity of women and men at work. It is distinguished from mutual, acceptable, friendly or social behaviour which may occur during contacts between people at work. Sexual harassment is a form of sex discrimination. It is unlawful, improper and inappropriate behaviour which is contrary to the Sex Discrimination Act. Sexual harassment refers to behaviour which is unsolicited, repeated and personally offensive to the recipient.
- b** Racial harassment is a form of racial discrimination and includes a wide range of abusive and/or threatening behaviour. It can be defined as any hostile act or expression on racial grounds by a person of one racial or ethnic origin against another, or incitement to commit such an act. Such behaviour may be contrary to the Race Relations Act.
- c** Bullying is persistent, offensive, abusive, intimidating, malicious or insulting behaviour, abuse of power or unfair penal sanctions which makes the recipient feel upset, threatened, humiliated or vulnerable, which undermines their self-confidence and which may cause them to suffer stress. Employers have a general duty to protect employees' health and safety at work and failure to address a problem of bullying may contravene this legislation.
- d** Lesbians, gay men, bisexuals and transgender/transsexuals may suffer harassment on the grounds of their sexuality. It includes hostile acts and expressions of a homophobic nature or because someone lives as the opposite sex to the one they were registered as at birth. The Sex Discrimination Act 1975 (Section 2A) outlaws discrimination against transgender people.
- e** Disability harassment includes any hostile act or expression against a disabled person on grounds relating to their disability. Harassment on grounds of disability may contravene the provisions of the Disability Discrimination Act.
- f** Religious harassment is a form of religious discrimination. Under the Employment Equality (Religion and Belief) Regulations 2003, it is unlawful to treat anyone less favourably than others on the grounds of their religion or belief. Religious harassment may take the form of any hostile act or expression on religious grounds intended to upset or abuse people on the grounds of their religion, or incitement to commit such an act.
- g** Sectarian harassment is unwanted conduct, based on religious belief or political opinion, which is unreasonable, unwelcome and offensive. It is contrary to the Fair Employment Acts which are legally enforceable in Northern Ireland.
- h** In this Agreement, all of the above will be referred to under the general term "harassment".

### General principles

- a** Unacceptable behaviour will not be condoned or tolerated in any workplace and will be dealt with under disciplinary procedures. Given the intimidatory nature of harassment any individual may make a complaint through an appropriate channel, which could include their manager, a colleague or their union representative.
- b** Employers have an obligation to provide an environment free of harassment. All employees have a responsibility to help ensure that there is no harassment in the workplace. Management and supervision have a particular duty to ensure that harassment does not occur in the work areas for which they are responsible. Any threat, or insinuation made that an employee's complaint of harassment will influence an employment decision affecting that person will be treated as a serious disciplinary offence.
- c** Companies should ensure that managers and supervisors are familiar with their responsibilities under these clauses and provide harassment and bullying awareness training.
- d** In discharging their responsibility to conduct risk assessments under the Management of Health and Safety Regulations 1999, companies should endeavour to determine whether any particular groups of employees are likely to be the target of harassment or bullying and take action to avoid any risks identified.

### Procedure

- a** Employees who consider they are suffering from harassment should attempt to make clear to the alleged harasser that such behaviour is unacceptable. If preferred this may be in writing. Assistance may be sought from a union representative or manager.
- b** The option of resolving the complaint informally should be offered once it has been registered.
- c** The grievance procedure may be used to deal with complaints of harassment, however, complainants should follow the steps set out in paragraphs (a) and (b) above, in the first instance.
- d** It would be helpful for employees who consider they are suffering from harassment to be able to seek advice, support and counselling in total confidence without any obligation to take a complaint further. The purpose of counselling should be to assist the complainant irrespective of any formal disciplinary or grievance proceedings. Where a complaint of harassment is not resolved through the informal process, or it continues in any form, a complaint under the existing procedure for dealing with grievances should be made.
- e** Where the grievance procedure is used, an opportunity should be afforded to the employee concerned to bring along a friend employed at the workplace, if desired, together with normal representation.
- f** In circumstances where the complaint is made against the employee's immediate supervisor, or any other member of management the matter shall be referred to a more senior manager in accordance with normal procedures.
- g** In the event that a complaint of harassment is made against a Chapel representative, the Branch Secretary will be informed immediately by the company and will be involved in all stages of this procedure.
- h** Investigations of complaints should be handled with sensitivity and with due respect for the rights of both the complainant and the alleged harasser. Investigatory panels will consist of appropriate members of management e.g. every effort will be made to include women on panels investigating sexual harassment. Investigations and any subsequent disciplinary action need to be carried out quickly, confidentially and carefully.
- i** It will not necessarily be a defence that the incidents or actions complained of constitute words or behaviour which might be claimed to be commonplace or intended as a joke.
- j** If the investigation reveals that the complaint is valid, prompt action will be taken to stop the harassment immediately and prevent its recurrence. This action should not be to the detriment of the person suffering harassment.
- k** Action will be taken to ensure that the reintegration into the workplace of a complainant is handled with care and sensitivity. In particular employees will be made aware that they are to treat the complainant as any other worker and not shun, exclude or otherwise victimise the complainant. Employers will undertake to monitor the situation and provide such assistance as is necessary to effect successful reintegration.
- l** Proven harassment is a disciplinary offence, as is any action taken against the complainant by way of victimisation or retaliation, and will be subject to appropriate sanctions against the harasser that could lead to their dismissal. It will also be considered a disciplinary offence to victimise or retaliate against any person assisting in an investigation of any complaint of harassment. Where a complaint is not upheld it will not necessarily result in disciplinary action against the complainant unless there is evidence that they have deliberately sought to cause a detriment to the alleged offender.
- m** These clauses will be brought to the attention of all employees.
- n** The Parties agree that the operation of these clauses will be reviewed from time to time.

### Full Cost Recovery

#### Summary

- Sets out requirement to recover additional costs arising from national settlements in full by efficiency and productivity improvements at company level
- Enables cost recovery at the time of implementation of the national settlement but encourages companies and chapels to engage in an on-going dialogue to facilitate continuing improvements in profitability and productivity throughout the course of the year as an alternative to this
- Confirms that there is no intention to affect normal practice for the implementation of the wage award on its due date

#### Objective(s) addressed

- Improving productivity and profitability

### *Benefits*

- Both parties committed to full cost recovery
- On-going dialogue encouraged in preference to negotiations on cost recovery at a single point in the year, given that the latter can be confrontational and can hinder the implementation of changes at other times.

### *Agreed wording*

- a** The parties agree, that where practicable, additional costs arising from the national settlement will be recovered in full by efficiency and productivity improvements at company level. Such improvements can be wide ranging in scope.
- b** Improvements will be agreed between managements and chapels and implemented. Where agreement on efficiency and productivity improvements cannot be reached, the matter will be referred to the industry's disputes and differences procedure.
- c** It is not intended that this clause will affect normal practice for the implementation of the wage award on the due date of 24 April or on domestic settlement dates where these differ from 24 April in accordance with existing written house agreements to this effect.
- d** As an alternative to negotiating improvements in efficiency and productivity at a single point of the year (i.e. at the time at which increases provided under the National Agreement become due), companies and chapels are recommended to engage in an on-going dialogue throughout the course of any year that can facilitate continuing improvements in profitability, efficiency and productivity.
- e** This is on the understanding that where these efficiency and productivity improvements can offset the costs of any increases in benefits made during the year, then the provisions of the cost recovery clause in the National Agreement need not apply.

## **Flexibility of Labour**

### *Summary*

- Confirms that flexibility of labour is subject to employees being trained to the skill levels needed for them to work flexibly and safely across occupations

### *Objective(s) addressed*

- Improving productivity and profitability

### *Benefits*

- Employees receive the training they need to work flexibly across occupations and that they work safely in so doing

### *Agreed wording*

- a** The parties to this agreement place great importance on the training of Amicus GPM Sector members to enable them to acquire new skills and work flexibly.
- b** Subject to suitable training and the necessary health and safety requirements, full flexibility of working between all occupations and the elimination of demarcation lines is accepted.
- c** So as to maximise the flexibility of labour provisions, flexibility of labour will be subject to individuals having training to the required skills levels. Additionally, flexibility of labour will be subject to meeting the necessary health and safety requirements.

To this end management and chapels will agree arrangements to achieve these objectives including full flexibility and where appropriate establish arrangements for the necessary training and retraining of Amicus GPM Sector members.

In accordance with the above, Amicus GPM Sector members may consequently be called upon to carry out any of the duties within and between Craft and Classes I to III, and transfer between machines, equipment and departments.

- d** The parties recognise that it is the duty of Amicus GPM Sector members to co-operate with, and where required assist in the training and retraining of other Amicus GPM Sector members.
- e** It is accepted that changing production requirements of companies will require, from time-to-time, the re-deployment of Amicus GPM Sector members to other departments on a short or long-term basis. Every co-operation shall be given by Amicus GPM Sector members where this is necessary, and appropriate training shall be given as and when required.
- f** Machine crews will co-operate as a team in undertaking and sharing the various tasks involved in the operation of machines in order to reduce downtime and keep machines running in the most efficient manner. To this end machine minders or craft workers may be called upon to undertake any of the duties involved in operating machines, and wherever practicable the machine minder or craft worker shall be relieved of subsidiary duties can be properly carried out by an assistant under the direction and authority of the machine minder or craft worker.
- g** Machine crews will take all practical steps to achieve optimum running speeds, minimal downtime and full utilisation of their machines.
- h** When a member of the crew is temporarily called away, the machine will be kept running by the other member(s) of the crew. Wherever practicable single manned machines which are already running and subsequently left temporarily unmanned shall also be kept running by a crew member of any multi-manned machine for this period.
- i** When less than a full crew reports for duty, or there is unavoidable absence, machines will wherever practicable be run by the remaining members of the crew for the remainder of the shift during which the absence commences. Local arrangements will be made to this effect.
- j** It is not the intention of these clauses that printing machines or other machines and equipment normally operated by Craft or Class I workers will be run by assistants alone.
- k** These clauses shall not disturb satisfactory arrangements, which may already have been made locally, for keeping machines running where less than a full crew is available.

## Recording of Times

### Summary

- Confirms that employees are required to co-operate in using all form of recording devices and in providing the company with information for costing and other administrative purposes

### Objective(s) addressed

- Improving productivity and profitability

### Benefits

- Employees assist their company to gather information necessary for the efficient and cost-effective management of the business

### Agreed wording

It is accepted that each employee shall [provide the company with information for costing and other administrative purposes relating to individual production jobs on which he or she is engaged. The information may be required in written form or as data input electronically](#), and where requested indicating for each job both time taken and output, times being stated in such fractions of an hour as are required for the firm's accounting methods.

Employees are [required to co-operate in using mechanical and electronic recording devices. Further information on the use of such equipment is contained in the BPIF/ Amicus GPM Sector Code of Practice \(see section on Privacy at Work\)](#).

## Cancer Screening

### Summary

- Provides right to time off with pay for employees to undergo tests and cancer screening

### Objective(s) addressed

- Protecting the health and welfare of employees

### Benefits

- Increases likelihood of employees attending for cancer screening and prospect of early detection of any incidence of cancer
- Potentially life-saving employee benefit provided at minimal cost to company

### Agreed wording

- a** The parties to this Agreement recognise the value of early detection in reducing the special dangers to women from cervical and breast cancer, and to men from prostate and testicular cancer, and in particular are committed to encouraging all women in the industry to undergo cervical smear tests and breast cancer screening at the recommended frequency.
- b** It is recommended that on-site screening facilities be provided where justified by the number of employees. Where this is not possible, however, individuals will need to make their own arrangements for cancer screening, and provided mutually acceptable arrangements are made, and evidence of attendance given, employees shall receive reasonable time-off with pay for this purpose.
- c** [The above provisions shall also apply in respect of any other local or national screening programme introduced by the Government and to any initial referral \(whether for male or female employees\) for tests made by a GP to a specialist.](#)

## Sick Pay Scheme

### Summary

- Improves sick pay entitlements previously contained in the national agreement
- Provides right to sick pay for employees with at least one year's service with company, specifies entitlements, exclusions, notification and return to work procedures, provisions for withdrawal in the event of misuse or abuse of the scheme, arrangements for cover for absence, and monitoring arrangements
- Does not reduce more favourable sick pay entitlements where these are already provided for at house level

### Objective(s) addressed

- Protecting the health and welfare of employees

### Benefits

- Employees with more than one year's service receive sick pay, with benefits improved further for longer service employees
- Provisions for exclusions and for dealing with misuse of scheme ensure sick pay geared to genuine absence
- Strict monitoring arrangements apply, using Bradford Points system, which triggers a review of benefits provided if the absence points threshold is exceeded and provides that points are accumulated more rapidly in the event of recurring short-term absences
- Provides many employees with a good basic sick pay scheme for the first time

## *Agreed wording*

This agreement sets out the minimum standards applicable to the provision and regulation of sick pay entitlements in BPIF member companies.

## *Introduction*

This sick pay scheme is agreed with the intention of helping employees in cases of absences from work due to sickness or injury.

## *Eligibility criteria*

- a** Part-time and full-time employees with at least one year of service with the company.
- b** No contribution is required from employees as the scheme is entirely funded by the company.

## *Exclusions*

- a** Where the company believes, in consultation with the Amicus GPM Sector, that the employee is abusing the scheme or is not genuinely ill.
- b** Where sickness absence is not supported by appropriate evidence, i.e. medical certificate or agreed substitute, in accordance with the scheme's rules.
- c** Where the absence is attributable to an employee's own misconduct.
- d** Where the absence is due to a sporting injury.
- e** Where the illness or injury arises as a result of the employees performing work for gain or reward, for other than the employer.
- f** Where the illness or injury may result in a claim for damages or compensation on the employer or a third party, sick pay may take the form of a 'loan' recoverable if the employee's claim is successful.
- g** Any period of sickness occurring during annual or statutory holiday periods, where holiday pay has already been applied.
- h** Where the employee knowingly conceals any health problem (excluding HIV) on joining the company, which afterwards renders him/her, unfit to work.
- i** Where the employee refuses to accept suitable alternative employment, which, in the opinion of the company doctor, would not delay his/her recovery.
- j** Where, in the opinion of the company doctor, the employee behaves in a manner likely to delay his/her recovery.

## *Notification and return to work procedure*

- a** The employee must notify the company in line with company procedures as early as possible on the first day of absence, indicating why he/she is not at work and, where possible, when he/she is likely to be able to return, in order that alternative working arrangements can be made.
- b** Amicus GPM Sector members must telephone the company management on each subsequent day of absence until a doctor's certificate has been received by the company, and once in every week of absence occurring after the illness has been certified unless a doctor's certificate covering the longer period of absence has been submitted to the company.
- c** If the absence is for up to and including five working days, a company self-certificate should be completed in the presence of the supervisor or manager and then counter-signed by the supervisor or manager on the employee's return to work.
- d** If the absence continues beyond five working days, a doctor's certificate must be obtained by the employee and forwarded to the company without delay.
- e** Employees will be interviewed on their first day back from absence in order to clarify the reasons for the absence and, if necessary, to identify any concerns which the company or the employee may have regarding the employee's fitness to resume normal duties.

## *Conditions of payment*

The level of sickness benefit paid under the scheme is inclusive of any statutory sick pay received by the employee concerned.

## *Misuse or abuse of the scheme*

If any employee misuses or abuses the scheme, in any way, his/her entitlement to subsequent payments may be withdrawn. This will not preclude other action being taken under the company's disciplinary procedure if appropriate.

## *Cover for absence*

Because a degree of sickness is inevitable, arrangements will need to be made to cover absence in order to minimise lost production and any overtime costs that may arise as a result of the absence. Where less than a full crew reports for duty, or where there is unavoidable absence, local arrangements will be made for machines to be run by the other members of the crew for a minimum of the remainder of the shift during which the absence commences. Cover for longer periods will be made available subject to discussion between the company and chapel representatives.

## *Monitoring*

It is agreed that:

- a** There may be established in the company concerned a joint management/union committee for the purpose of monitoring individual levels of sickness absence on a monthly basis, and that:
- b** The chapel concerned will actively assist the company with any actions necessary to eliminate any abuse of the scheme
- c** Amicus GPM Sector members will attend return to work interviews following each and every period of absence, whether certificated or not

- d** Absence levels will be measured using the Bradford Points system\*, which highlights repeated short-term absence by giving extra weight to the number of absences. It does so by squaring the number of separate incidences of sickness absences in any given period and multiplying this by the total number of days of sickness absence occurring during that period. The resulting index is the total number of Bradford Points accumulated during the period concerned. An example of this calculation, showing different numbers of incidences of sickness absence, is shown as a footnote to this section. (N.B. The term 'day', as used above, refers to an individual 7.5-hour shift worked by an employee with a standard working week of five days. Where the number of standard hours in each shift (i.e. excluding any overtime worked) worked exceeds 7.5, the total hours in any period of sickness absence shall be divided by 7.5 in order to calculate the number of 'days' absence to be used in the Points calculation\*\*). The average Bradford points accumulated (taken over a 52 week period) shall be discussed with employees at return to work interviews and action may be taken against an individual under the company's disciplinary procedure should the agreed trigger point for this be exceeded in the 52 week period. The trigger will normally be 50 points, although the particular circumstances leading to a high score shall be carefully examined in each case before action is taken against any individual.

#### Entitlements

- a** Payment under the scheme is based on service qualification and on the individual's full standard weekly wage or salary inclusive of statutory sick pay. The maximum benefit in any 12-month period shall be:
- (i) Less than one year's service: No eligibility.
  - (ii) Between one or two year's service: 75% of the full standard weekly wage (i.e. including shift but excluding overtime payments) wage for a period of seven weeks, followed by 50% of the full wage for a further period of seven weeks. Maximum period of entitlement – 14 weeks.
  - (iii) Two years service or more: 90% of the full standard weekly wage for a period of seven weeks, followed by 50% of the full wage for a further period of seven weeks. Maximum period of entitlement of 14 weeks.
- b** In the event of an employee incurring a level of sickness absence that breached the Bradford Points thresholds set out above, their level of entitlement shall be reviewed and consideration given to continuing entitlement of benefit until such time as they have re-completed the service qualification requirements set out above without further breach of the Points threshold.

#### Example:

A review of an individual sickness absence that determines that benefit should be reduced for an employee with two year's service or more may result in their entitlement being reduced to the level set out in (ii) above. The employee would then need to maintain a level of absence that did not again breach the Points threshold for a period of one year before re-qualifying for the full level of entitlement set out in (ii) above, and a period of two years before re-qualifying for the level of entitlement set out in (iii) above.

- c** In the event of a decision to reduce an individual's level of benefit it should be made only after all other options to improve attendance have been considered.
- d** Waiting days: 5 unpaid waiting days (reducing to 4 unpaid waiting days for any employee who has had no previous periods of sickness absence for a period of twelve months prior to their current absence)

## Redundancies and Business Transfers

#### Summary

- Agreement to deal with redundancies and business transfers through consultation and negotiation in accordance with the procedure set out in the BPIF/Amicus GPM Sector Code of Practice (see section headed Redundancies and BusinessTransfers)

#### Objective(s) addressed

- Assisting employees to adapt to changes affecting their employment

#### Benefits of clause and associated guidance in Code of Practice

- Information to be provided to the union in the event of proposed redundancies or business transfers and arrangements for consultation agreed and detailed

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**Note 1:** \*This system, developed by Bradford University, highlights repeated short-term absence by giving extra weight to the number of absences. It uses an index based on the formula:

Index (I) = S<sup>2</sup> D where:

S = the number of absences; and  
D = total days absent in any given period

For example:

Worker with two periods of absence totalling 10 days:

I = 2 x 2 x 10 = 40

Worker with four periods of absence totalling 10 days:

I = 4 x 4 x 10 = 160

**Note 2:** \*\* This shall not affect existing Bradford Points arrangements already established at house level under which a shift for which an employee is absent is calculated as a day irrespective of the number of hours due to be worked in the shift concerned

### *Agreed wording*

- a** Both parties recognise and accept that the existing arrangements for dealing with proposed redundancies and business transfers (TUPE) have provided a sensible method of handling such matters, have contributed to good industrial relations and provided a clear procedure that is understood and accepted within the industry.
- b** Therefore, the parties reaffirm their commitment to deal with proposed redundancies and business transfers within the current BPIF/Amicus GPM Sector Disputes Procedure through consultation and negotiation.
- c** Redundancies and all business transfers involving Amicus GPM Sector members are covered by the BPIF/Amicus GPM Sector Code of Practice annexed to this Agreement (see Redundancies and Business Transfers).

## **Preparation for Retirement**

### *Summary*

- Encourages companies to assist employees to prepare for retirement by providing appropriate counselling and a phased reduction in working time in the three months prior to retirement
- Supported by guidance in the BPIF/Amicus GPM Sector Code of Practice (see section on Preparation for retirement)

### *Objective(s) addressed*

- Assisting employees to adapt to changes affecting their employment

### *Benefits of clause and associated guidance in Code of Practice*

- Supports employees in preparing for retirement
- Assists employers with succession planning
- Allows phased transfer of skills between older and younger employees

### *Agreed wording*

The BPIF and Amicus GPM Sector recognise the importance of assisting employees to prepare for retirement. Companies are encouraged to assist employees in adjusting for retirement by the provision of appropriate counselling and training to those approaching retirement age, [and by the introduction of a phased reduction of working time in the three months prior to retirement, or other agreeable period.](#)

[Guidance on helping employees prepare for retirement can be found in the BPIF/Amicus GPM Sector Code of Practice \(see Preparing for retirement\)](#)

## **Pensions**

### *Summary*

- Advocates the provision of good pension schemes and states expectation that employers will make a contribution to company pension schemes in circumstances where employees do so
- Draws particular attention to the Printing Industries Pension Scheme (PIPS)

### *Objective(s) addressed*

- Protecting the health and welfare of employees

### *Benefits*

- Highlights the importance of pensions provision
- Recognises that employees are less likely to make a contribution without the incentive of a contribution from employers
- Seeks to incentivise employees to provide for their retirement
- Encourages employers and employees to contribute to the provision of a benefit that assists in retaining employees and rewards longer service

### *Agreed wording*

- a** The parties have established a pension scheme for the industry to which companies and employees are able to subscribe on a voluntary basis. The scheme, known as the Printing Industry Pension Scheme, is not intended to affect pension arrangements already established within the industry.
- b** The BPIF and Amicus GPM Sector advocate the provision of good pension schemes whether they are occupational, Group Personal Pension (GPP) or Stakeholder (SHP). Companies should be aware that employees are less likely to join a pension scheme without the incentive of an employer contribution. Therefore, employers will be expected to make a contribution for each employee who elects to join the pension scheme(s) available.
- c** The Printing Industry Pension Scheme (PIPS) was established as a voluntary industry-wide pension scheme in 1986 with the aim of making a pension scheme available to employees across the industry where access to an occupational pension scheme was not available. PIPS can provide both a GPP and a SHP. An employer within the industry can choose to set up PIPS with the support and assistance of the independent financial advisers dedicated to PIPS. The Amicus GPM Sector and BPIF recognise the positive move embraced by PIPS with the voluntary provision of Combined Pension Forecasts (CPF) to all members, since they were introduced by the Government in 2003. The CPF enables individuals to receive illustrations of their future retirement income from both private and State pensions that help them plan for the future.

- d** PIPS offers group life assurance and permanent health insurance schemes (at an additional cost), both of which are recognised as valuable employee benefits.

## Holiday Pay Calculation

### Summary

- Sets out an alternative method that can be used for calculating holiday pay where this is agreed between companies and chapels. Under this alternative method, holiday pay may be calculated using P60 earnings as a base, rather than average earnings in the 13 weeks prior to the holiday period

### Objective(s) addressed

- Ensuring fairness of treatment in the workplace

### Benefits

- Where companies have significant fluctuations in overtime levels at different times of the year, companies and chapels can agree to adopt an alternative formula which gives consistent level of holiday pay irrespective of when holiday is taken and which is simpler to administer.

### Agreed wording

- d** Annual holiday is paid on the basis of average weekly earnings. This is calculated by dividing by thirteen the total earnings received in the period of thirteen weeks prior to the holiday (excluding any sum paid under company profit sharing schemes and ex-gratia payments).
- e** As an alternative to clause (d) above, where agreed by the company and chapel, the following clause may apply:

### Holiday pay calculated using P60 earnings

Annual holiday is paid on the basis of average weekly earnings. This is calculated by dividing by 52.125 the total earnings received in the preceding full tax year as shown on the P60 statement of taxable earnings for that year (excluding any sum paid under company profit sharing schemes and ex-gratia payments) uplifted by the percentage increase applied to that year's nationally-agreed minimum grade rates.

- f** In any week used in the calculations in clauses (d) or (e) above, where, because of sickness or other agreed absence, earnings received are less than the employee's normal wage rate for the standard working week, the normal wage rate for that standard working week will be used for calculation purposes. Alternative arrangements may apply in companies with work measurement incentive schemes. (For details see Archived Document).
- g** If the amount ascertained in accordance with clause 1 (d) above is less than the employee's current normal wage rate for the standard working week, because of a change in wage rate, then the current normal wage rate for the standard working week will be used for holiday pay calculation.

## Balancing of Time

### Summary

- Provides for balancing of time in the event of lateness, except in any instance where lateness occurs through no fault of the individual

### Objective(s) addressed

- Improving productivity and profitability

### Benefits

- Requires that that any time lost through lateness that is due to the fault of an individual can be made up later that day at plain time rates of pay

### Agreed wording

- a** Where there is lateness by an individual (other than that resulting through no fault of the individual), the following clause may be used.
- b** Any employee losing time on their own account as the result of lateness by an individual (other than that resulting through no fault of the individual) shall, if required to work overtime on the same day, first make up the time lost before charging overtime rates. On days where no overtime is worked only ordinary rates shall be deducted for lost time. No overtime shall be charged less than half an hour, nor less than half an hour for part of any succeeding hours.

## Call Money

### Summary

- Provides for local agreements to be made between chapels and companies that eliminate or buy out 'call money' paid in circumstances other than genuine call outs

### Objective(s) addressed

- Simplifying and modernising the National Agreement

### Benefits

- Accepts that negotiations between chapels and companies may take place on elimination or buy-out of call money, limiting these to payments for genuine call-outs

### Agreed wording

- a** Where a member is required to work overtime, (a) which is not continuous from the usual hour of ceasing work (meal times excepted for occupations formerly covered by the BPIF/SOGAT national agreement), or (b) which starts not less than two hours before the usual time of starting work, the member shall receive in addition to the overtime payment call money equal to the amount received for the first hour of overtime worked.
- b** When overtime is worked on Saturday morning, call money shall be payable unless notice of working on Saturday morning is given before the employee leaves on Friday evening. Members called in to work on Sunday are entitled to call money, irrespective of the time of starting work.
- c** It is recognised by both parties (Amicus/GPM Sector and the BPIF) that the payment of call money, in line with previous agreements, within the industry is no longer universally applied across the industry.
- d** Therefore, it is agreed that chapels and managements may reach local agreements to eliminate or buy out call money, with the exception of payment for genuine "call outs" (i.e. where an employee is called\* to return to work after leaving their place of work, or where they are called\* to start work early on the basis that they start not less than two hours before their usual time of starting work).

\*The term "called" is defined as "contacted at home or at any location other than their workplace, after having finished their shift and left their place of work, for the purpose of being asked to return to work or to start their next shift early"

## Trade Union Duties, Activities and Facilities

### Summary

- Defines legal entitlements to time off for union representatives in relation to training and duties and for union members in relation to union activities.
- Stipulates facilities to be provided to trade union representatives in order that they can carry out their duties effectively
- Refers to relevant sections of the ACAS Code of Practice 3 Time off for trade union duties and activities, from which these entitlements derive.

### Objective(s) addressed

- Enabling employee representatives to represent their members effectively and to acquire the skills they need to work in partnership with employers

### Benefits

- Clarifies legal entitlements to time off in the context of the printing industry and circumstances in which such time must be given with pay.
- Promotes good employment relations by ensuring union representatives are adequately trained to act in a representative capacity in relation to their members and have appropriate facilities, time and opportunity to meet with them in order that they can be aware of their views and concerns and articulate these in discussions with the company
- Enables employers to build partnerships with specific individuals which can work with them in securing the support of employees as whole for changes and improvements necessary to maintain or improve the performance of the company

### Introduction

- a** The BPIF and Amicus GPM Sector agree to promote good relationships at all levels of the industry. To this end they commit to encourage and maintain effective partnerships across the industry and in each workplace.
- b** The BPIF agrees that the customary trade union for the Printing and the Graphical Media Industry is the Amicus GPM Sector and advises member companies that this is the appropriate union for employees to join.

### Access to new employees

It is accepted that the functions of the local chapel official include meeting new employees during their first week of employment. It is agreed that reasonable paid time off will be given where this is appropriate. Where agreed by the company, the FOC/MOC will be given the names and location of new employees and this will not be unreasonably refused.

### *Time off for trade union duties and activities*

- a** It is agreed by both parties that for trade unions to operate effectively and democratically they need the active participation of members, and it is in employers' interests that such participation is assured.

### *Trade union duties*

- b** Chapel officials are entitled to reasonable paid time off during working hours to carry out trade union duties as defined in paragraphs 7 – 12 of the ACAS Code of Practice on Time off for trade duties and activities.

### *Trade union activities*

- c** The parties also accept that where a member is acting as a representative of the union, recognised activities can be, for example, taking part in: branch, area or regional meetings of the union where the business of the union is under discussion; meetings of official policy making bodies such as the executive committee or annual conference.
- d** To this end it is agreed that Amicus GPM Sector members shall be entitled to reasonable time off for attendance at branch committee meetings, Amicus Executive Council meetings and Amicus GPM National Sector Committee meetings and conferences and sub-committees.
- e** Both parties recognise the importance of established arrangements currently applying within the industry and the ACAS Code of Practice on Time off for trade union duties and activities. (Available at [www.acas.org.uk](http://www.acas.org.uk)).
- f** Both parties also agree that where existing arrangements for "paid-time" release exist between a company and the Amicus GPM Sector they should not be disturbed.

### *Time off for trade union training*

- a** The parties to this agreement recognise the importance of reasonable time off for Amicus GPM Sector chapel officials to carry out their duties and the necessity of training for local chapel officials in order that they represent Amicus GPM Sector members in the workplace, effectively.
- b** Both parties agree that it is important that Amicus GPM Sector representatives (FOC/MOCs, committee representatives, health and safety representatives and union learning representatives) receive appropriate training provided either by Amicus or the TUC in order for them to carry out their duties and represent their members in an effective manner. Time-off will be paid time off.

### *Union learning representatives*

- a** Both parties recognise the positive role that Union Learning Representatives can play in encouraging employees to participate in the skills development within a company.
- b** Amicus GPM Sector will encourage all chapels to work towards electing union learning representatives to ensure employees participate in lifelong learning.
- c** It is recognised that employees will be entitled to reasonable time off to access the services of union learning representatives.

### *Facilities*

- a** BPIF member companies should make available to Amicus GPM Sector officials the facilities necessary for them to perform their duties effectively and communicate effectively with their members, colleague lay officials and full-time officers.
- b** Where resources permit, the facilities could include access to a notice board, telephone, email and the internet. Use of email and internet will be subject to the company's normal rules for using such facilities.

### *Resolution of differences arising*

Any disputes or differences arising from these clauses shall be dealt with under the National Disputes and Differences Procedure.

## **Machine Classification**

### *Summary*

- Defines how machine extra classifications and rates are to be applied and the arrangements for uprating these in line with increases in national minimum grade rates, as well as setting out procedure for inspection and classification of new or amended equipment.

### *Objective(s) addressed*

- Simplifying and modernising the National Agreement

### *Benefits*

- Condenses text reproduced in the National Agreement from nearly 6000 words down to 700
- Existing machine classification agreement remains in place, with rates uprated annually in line with percentage changes in national grade rates.
- Machine classification formulae, classifications and bands no longer published, but held as a reference document at the offices of both the BPIF and Amicus GPM Sector, who will calculate the extra rates payable on request from their members using a common software programme
- Provides scope for companies and chapels to agree alternative arrangements to machine classification for the determination of rates of pay
- Procedure in place for determining rates of payment for new and amended equipment and resolving any differences that may arise in relations to this

## APPLICATION OF CLASSIFICATIONS AND EXTRA RATES

- a** All machine and photocomposition extras (including those covering lithographers, platemakers and banded payments for print finishing and assistants) paid to employees shall thereafter be increased on each occasion by the same percentage that the national minimum grade rates are increased. For future calculation of extras and the method of defining extra payments details will be held at the offices of BPIF and Amicus GPM Sector. Any company or chapel seeking information on extras payments or the formula used in determining them should apply in the first instance to their BPIF/Amicus GPM Sector local officer.  
Although not published, the machine classification provisions will be maintained and available.
- b** These clauses shall not apply to machine extras payable in respect of machine composition, readers (excluding photocomposition) and small offset operation, as there is no provision within the national agreement for these payments to be uplifted.
- c** The formulae used to undertake the calculation of machine extras will not be published but recorded in a separate document and will be held in the offices of both the BPIF and Amicus GPM Sector on computer software for easier calculation. Where BPIF and Amicus GPM Sector members agree that a new machine or operation should be rated they shall refer to the offices of the BPIF and Amicus GPM Sector, who will advise them of the appropriate rate payable.
- d** Should there be disagreement over whether a machine or operation is classified or falls within the scope of the machine classification agreement, the problem shall be referred to the Disputes and Differences Procedure. In the meantime the machine shall be operated pending final resolution. Any payment subsequently agreed shall be retrospective to the date the equipment was first used on productive work.
- e** For full details of the arrangements for calculating increases to machine classification and photocomposition extra payments payable under the National Agreement contact your local BPIF or Amicus GPM Sector office.

## MACHINE INSPECTION AND CLASSIFICATION

- a** Where new or amended machinery and equipment is introduced companies and chapels shall agree arrangements for its operation at house level. Unless agreed otherwise, rates of payment will be determined in accordance with the machine classifications, subject to advice from BPIF and Amicus GPM Sector. Where the parties are unable to agree on such arrangements, whether in relation to rates of payment or manning levels, either the company or the chapel may request that an inspection of the machine or equipment be undertaken by a panel appointed by the BPIF and Amicus GPM Sector. The purpose of the joint inspection shall be to guide the parties to a resolution of the difference between them by making an agreed recommendation.
- b** A joint inspection shall take place not later than four weeks after the request for a joint inspection has been received, or at a later date if the Joint Inspecting Panel considers this necessary.
- c** The machine shall be run pending inspection and the minder in charge shall receive his or her normal wage rate. If an extra payment is subsequently agreed which is higher, it shall be applied retrospectively.
- d** If the panel is unable to agree, the matter shall be referred within fourteen days to a Joint Assessment Panel. This will consist of two individuals with specialist knowledge, one appointed by the BPIF, the other by the Amicus GPM Sector. In the course of its investigation the Joint Assessment Panel shall observe the trade and house practices relevant to the division of duties between the categories of workers involved, so that its report will not interfere with such practices.
- e** The Panel shall study the machine in operation and submit to the Amicus GPM Sector and BPIF a joint report, which shall recommend the manning (and, where appropriate, the rate of payment).
- f** It is agreed that there shall be no redundancies as a direct result of the implementation of this procedure and that any surplus of staff that might arise shall be dealt with by redeployment or normal wastage.
- g** If the Joint Panel is unable to agree on its findings, the differences will be referred to the Disputes and Differences Procedure. Where the parties agree to seek independent guidance the Independent Chairperson will be qualified to handle a specialised problem of this kind.

## Part-time, Temporary and Agency Workers Agreement

### Summary

- Defines terms and conditions under which part-time, temporary and agency workers are to be engaged
- Supported by an induction checklist for temporary workers contained in the BPIF/Amicus GPM Sector Code of Practice

### Objective(s) addressed

- Ensuring implementation of workplace legislation and /or good employment practice
- Enabling effective recruitment and development of people

### Benefits of clause and induction checklist contained in associated Code of Practice

- Recognises the contribution part-time and temporary employees make to the industry
- Provides for temporary workers to be used to cover peaks in production and short-term production difficulties
- Provides that part-time, temporary and agency employees should receive pay and conditions that are pro-rata to /commensurate with full-time workers
- Provides for induction that ensures that temporary workers are able to work safely and correctly, preventing adverse publicity and ill-feeling from employees, production errors, and reducing any risk of accidents involving agency workers or other employees with whom they are working
- Provides for checks to be made to ensure that agency workers have the legal right to reside in the UK
- Provides that only reputable agencies should be used for the employment of agency workers

## Agreed wording

It is recognised that there may be occasions when the production requirements of individual companies cannot be met through the employment of full-time staff.

The parties recognise the contribution that part-time and temporary employees make to the industry and accept that consultation with chapel officials will take place on their recruitment and use.

It is agreed that temporary, agency and casual workers\* shall only be used to cover peaks in production and short-term production difficulties, for example fulfilment work in periodical printing, seasonal requirements and short-term cover for absent employees or vacant positions.

The local Amicus GPM Sector branch and other agencies will be advised whenever temporary, agency, casual or part-time workers are engaged and of any vacancies which occur.

Individual companies will seek to maximise security of employment. No existing employee shall be made redundant as a direct result of the implementation of this agreement.

Any dispute of difference in the interpretation of this agreement between companies and Amicus GPM Sector officials will be subject to the provisions of the disputes procedure. The status quo will prevail and no hostile action will be taken by either party until the disputes procedure has been exhausted.

## A PART-TIME EMPLOYEES

The terms and conditions of part-time workers are governed by the Part-Time Workers (Prevention of Less Favourable Treatment) Regulations 2000. The following clauses cover certain general clarifying provisions for part-time workers. Individual circumstances may vary between companies as to custom and practice regarding enhanced payments and other benefits and guidance should be sought from the BPIF and Amicus GPM Sector.

Part-time employees shall receive:

- a** Pay and conditions that are commensurate with full-time employees for the Class in the company in which they are employed, pro rata to the hours they work. The minimum earnings guarantee will apply to part-time employees, pro rata to the hours worked (See National Agreement, Part 2, Section C).
- b** Annual holidays and holiday pay accrued in accordance with the Holidays Agreement, pro rata to the hours worked.
- c** Part-time employees shall have equal opportunity to work overtime, in circumstances where full-time workers have access to overtime working.
- d** There shall be payment for overtime at the premium rates specified in the National Agreement, provided that a full standard working week has been completed.\*
- e** Where other enhanced payments are payable to full time employees for work carried out at times outside of their normal contracted hours, such payments will also be made to part-time employees on the same basis as they are made to full time employees. Any periods of working which carry enhanced payments on the grounds of unsocial hours for full-time workers will carry the same enhancements for part-time workers provided that the part-time employee has not been employed on the basis that their normal contracted hours will include such periods.

NB\* A full standard week is that implemented for comparable full-time workers at company level. (Where no such separate arrangements exist, the full standard week is as defined in the National Agreement – Part 4, Clause 2 (a)). See also Interpretation 1(i),(j) and (k) of the Hours and Holidays Agreement contained in the archived document entitled Archived Clauses.

## B TEMPORARY EMPLOYEES\*\*

The following provisions shall apply to employees directly employed in companies on a temporary basis. Guidance on other terms and conditions of employment is available from the offices of the BPIF and Amicus GPM Sector.

- a** Pay and conditions shall be commensurate with permanent employees
- b** Annual holidays and holiday pay will be accrued in accordance with the Holidays Agreement.
- c** Temporary employees working part-time shall receive pro rata entitlements to shift premia.
- d** In the event of a temporary employee being employed for more than six consecutive months, the situation will be reviewed with chapel officials, and regular employment of the individual will be considered.
- e** Employees aged 18 or over joining a company with no previous relevant experience in the industry shall receive the probationer's rate of 12 weeks at 75% of the Class III rate applicable in the company.
- f** Temporary employees shall be entitled to receive the double dayshift premium specified in the National Agreement provided they have completed two consecutive weeks of double dayshifts, each of which must comprise no less than a full standard working week. Temporary employees working part-time shall receive pro rata entitlements to shift premia.
- g** Treble shift premium shall be paid where the employee has completed 3 consecutive weeks of treble shift working as defined in the National Agreement, each of which must comprise of no less than a full standard working week. Temporary employees working part-time shall receive pro rata entitlements to shift premia.
- h** Nightshift premium shall be paid where the employee has completed a full standard working week of nightshifts. Temporary employees working part-time shall receive pro rata entitlements to shift premia.

- i** Where the conditions in (f), (g) and (h) have been met, the appropriate shift premium payments shall be made retrospectively to the date on which the period of shift working commenced.
- j** All temporary and casual workers shall receive proper and adequate health and safety on the job training before commencing their assignment, in order that they can carry out their duties safely and correctly.
- k** Companies should make use of the Induction checklist for temporary workers set out in the BPIF/Amicus GPM Sector Code of Best Practice.
- l** All temporary and casual workers must be able to understand instructions and assistance from work colleagues, supervisors and managers.
- m** Companies should use only reputable employment agencies and sources for the supply of temporary and casual workers.
- n** Companies must ensure that temporary, casual and agency workers have a legal right to reside and work in the UK.

## **C AGENCY WORKERS\*\***

The following clauses cover certain general provisions for agency workers. Individual circumstances may vary between companies as to custom and practice regarding enhanced payments and other benefits and guidance should be sought from the BPIF and Amicus GPM Sector.

- a** In the event of a temporary employee being employed for more than three consecutive months, the situation will be reviewed with chapel officials, and regular employment of the individual will be considered.
- b** All temporary, casual and agency workers shall receive proper and adequate health and safety on the job training before commencing their assignment, in order that they can carry out their duties safely and correctly.
- c** Companies should make use of the Induction checklist for temporary workers set out in the BPIF/Amicus GPM Sector Code of Practice.
- d** All agency workers must be able to understand instructions and assistance from work colleagues, supervisors and managers.
- e** Companies should use only reputable employment agencies and sources for the supply of temporary and casual workers, and should seek to ensure that the rates of pay received by agency workers are equivalent to those paid to employed staff in comparable occupations
- f** Companies must ensure that temporary, casual and agency workers have a legal right to reside and work in the UK.

\*\*A temporary worker is an individual who is directly employed by a company for a limited period of time. A casual worker is an individual who is directly employed by the company on more than one occasion for limited periods of time, and who will usually be listed in a register or 'bank' of workers available for temporary employment as and when the company requires their services. An agency worker is an individual who is not an employee of the company, but is supplied by an employment agency and employed by that agency for the duration of the assignment they undertake with the company<sup>1</sup>.

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## **C CLAUSES THAT REMAIN UNCHANGED IN THE NEW NATIONAL AGREEMENT**

Efficiency and productivity  
Manning levels  
Working Practices  
Integrated pressrooms  
Disputes procedures  
Bereavement leave  
Notice  
Period of Agreement  
Wage Rates

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## **D PROVISIONS TO BE REMOVED FROM THE NATIONAL AGREEMENT**

Demarcation  
Access to CCTV evidence  
Single European Market  
Joint Review Body

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<sup>1</sup>Please note these definitions are provided solely to assist in interpreting this agreement. They do not reflect the legal or statutory definitions of the categories above. If in doubt seek advice from your local BPIF office.

## E GUIDANCE TO BE INCLUDED IN THE NEW JOINT CODE OF PRACTICE

### Privacy at Work

Amicus GPM Sector /BPIF agree to observe the spirit and intention of the law protecting the right of employees to privacy and dignity at work.

The law is principally contained in, but is not limited to, the Human Rights Act 1998, the Data Protection Act 1998 and the Information Commissioner's Codes of Practice relating to data protection, surveillance and monitoring in the workplace. Those Codes of Practice can be obtained at [www.informationcommissioner.gov.uk](http://www.informationcommissioner.gov.uk)

Amicus GPM Sector /BPIF agree to follow the principles set out below relating to data processing, monitoring and surveillance in the workplace. This policy is intended to set out the key principles in this area, and is not intended to be a substitute for the legal obligations of the parties under law. Further information and guidance should be obtained from the Information Commissioner's Codes of Practice.

The objectives of this policy is to define the manner in which personal data relating to employees is permitted to be processed, and the circumstances where the monitoring and surveillance of employees will be permitted in order to:

- 1 protect the safety and security of the employer;
- 2 protect the privacy of employees;
- 3 promote openness, trust and confidence between the parties in regard to employment practices.
- 4 Ensure appropriate use of internet, telephone and email facilities in order to protect employees from harassment and discrimination and to, protect the employer from claims arising as a result of any abuse of such facilities.

Amicus GPM Sector representatives shall be consulted, with a view to seeking agreement, on:

- 1 the introduction of, use of, or modification to, any automated or manual systems that process or store employees personal data; and
- 2 the introduction, use of, or modification of, any form of monitoring or surveillance of employees in the workplace.

Amicus GPM Sector representatives shall have the right to audit the employer's procedures and methods of data processing, surveillance or monitoring in the workplace, including the methods of storing and deleting any data or information obtained by the employer.

Where any personal data or information processed by the employer, or obtained through monitoring or surveillance, may give rise to criminal or disciplinary proceedings against the employee, the information or data shall be made available, on request, to the employee and their Amicus GPM Sector representative in connection with such proceedings.

### Data Protection

Personal data includes all information held about an identified or identifiable individual. It includes, but is not limited to, information held in manual paper files, or in electronic form, or photographs and video, or sound and audio material.

Personal data shall not be processed by the employer unless the conditions under the Data Protection Act 1998 are met;

Personal data shall only be processed in a manner which is compatible for the original purpose for which it was collected:

- 1 Employees shall be regularly notified of any personal data held about them, and will have the right to obtain a copy of their personal data and records, which may be subject to a nominal administration charge. This will be provided as soon as possible, but no later than 40 days from the date of request, as provided by the Data Protection Act;
- 2 Employees shall have the right to have corrected or destroyed any incorrect, incomplete or out-of-date personal data;
- 3 No personal data shall be collected in connection with trade union membership or activities, except with the express agreement of Amicus GPM Sector;
- 4 No personal data shall be communicated to a third party without the express consent of the employee, except where it is necessary:
  - (i) to prevent serious and imminent threat to life or health; or
  - (ii) is required by law or regulatory authority; or
  - (iii) is necessary for the conduct of the employment relationship; or
  - (iv) is required for the enforcement of criminal law.

### Monitoring and Surveillance

Monitoring and surveillance means the use of any device or person to record the location, movement, behaviour and/or to obtain other information about identifiable individuals. It covers, but is not limited to, the use of computers, telephones, video and CCTV, audio and sound devices, systems for establishing identity and location, drugs and alcohol testing, medical information and screening, the monitoring of sickness and absence, in-vehicle monitoring, the use of employee questionnaires, searching an employee's person or belongings, and the use of undercover customers/clients and private investigators.

- 1 No form of monitoring or surveillance shall be introduced without prior consultation with Amicus GPM Sector. This includes any proposed change to, or extension of, existing forms of monitoring or surveillance;
- 2 Continuous overt monitoring or surveillance shall not be permitted unless required for health and safety, training, or the protection of the employer's assets or property;
- 3 Monitoring or surveillance shall not be permitted unless the employer has carried out a prior impact assessment, and has satisfied the Amicus GPM Sector that it is the least intrusive method of achieving their objective;
- 4 No monitoring or surveillance shall be permitted unless the employee(s) are given prior warning that monitoring or surveillance is taking place, and the purpose, nature and extent of that monitoring or surveillance is made clear to them;

- 5 The information obtained by the employer through monitoring or surveillance shall only be used for the purpose it was obtained for, and shall not be used for collateral purposes;
- 6 Where the monitoring or surveillance has achieved the specified objective, it shall cease;
- 7 Any information or data obtained by monitoring or surveillance shall be treated in the strictest of confidence, and shall be deleted/destroyed once it no longer serves any useful purpose;
- 8 Covert monitoring shall not be permitted except in the limited circumstances provided for in the relevant Information Commissioner's Codes of practice, which are listed below.

### *Codes of Practice relevant to privacy at work*

The Employment Practices Data Protection Code Part 1 - Recruitment and Selection  
 The Employment Practices Data Protection Code Part 1 - Recruitment and Selection Notes  
 The Employment Practices Data Protection Code Part 2 - Employment Records  
 The Employment Practices Data Protection Code Part 3 - Monitoring at work

### *Supplementary Guidance*

The Employment Practices Code Part 3 – Small Business Code  
 Draft Employment Practices Code Part 4 – Information about Workers' Health  
 Draft Supplementary Guidance to Part 4  
 Draft Guidance for Small Businesses on Part 4 (Final versions available shortly)  
 Code of Practice on Telecommunications Directory Information and Fair Processing

## **BPIF/AMICUS-GPM SECTOR MODEL AGREEMENT TO ESTABLISH AN INFORMATION AND CONSULTATION FORUM**

### **Introduction**

The Model Information and Consultation Agreement has been drafted by the BPIF and the Amicus GPM Sector for use in the industry. It is intended to be used in BPIF member companies with Amicus/GPM Sector members in order to meet the requirements of the Information and Consultation Regulations. It is an integral part of the Joint Partnership at Work Initiative, which the parties are undertaking in order to pursue issues of common interest and reach agreement on matters affecting the industry. It is intended that it will eventually form part of the new BPIF-Amicus GPM Sector Joint Code of Practice, currently being developed.

This Model Agreement is intended to cover single-site companies and multi-site companies that are a single legal entity. However the Agreement also allows for the establishment of group Information and Consultation Forums. Where such group Forums are established, additional clauses will be added. As minimum provisions, these clauses will refer to two meetings per year, representation from all sites in the company, and the establishment of an employees' select committee.

### **1 Aims and Objectives**

- 1.1 This Information and Consultation Forum is established under the EU Directive 2002/14/EC, and UK Regulations \_\_\_\_\_. It seeks to create a mechanism to inform and consult employee representatives on issues that affect, or will in the future affect, the employees of the \_\_\_\_\_ company. This agreement requires the company and the employees to work in the 'spirit of co-operation' taking into account the interests of both the employer and the employees.
- 1.2 The aim of the Forum is to form an integral part of the company's approach to informing and consulting its employees. To this end 'information' and 'consultation' are defined in the following manners.
- 1.3 **Information** means the transmission of data by the management of \_\_\_\_\_ to employees representatives, in order to enable them to acquaint themselves with the subject matter and to examine it.
- 1.4 **Information** shall be given at such time, in such fashion, and with such content as are appropriate to enable employees' representatives to conduct an adequate study and, where necessary, prepare for consultation.
- 1.5 **Consultation** means ensuring that employees have every opportunity to put forward their views to management before decisions are taken and that full account is taken of employees' views, through the exchange of views and establishment of a dialogue between the employees' representatives and the management of \_\_\_\_\_.
- 1.6 It is recognised that appropriate information is provided so that consultation takes place prior to any decisions by the management being determined.
- 1.7 **Consultation** shall take place:
  - a while ensuring that the timing, method and content thereof are appropriate;
  - b at the relevant level of management and representation, depending on the subject under discussion;

- c on the basis of information supplied by the employer and any opinion which the employees' representatives express to the employer;
- d in such a way as to enable employees' representatives to meet the management of \_\_\_\_\_ and obtain a response, and the reasons for that response, to any opinion they might formulate;
- e in respect of any decisions that are likely to lead to substantial changes in work organisation or in contractual relations, with a view to reaching agreement on decisions within the scope of the management of \_\_\_\_\_ that are outside of those matters normally subject to negotiations and collective bargaining arrangements.

**1.8** The primary duty of Information and Consultation Forum members is to contribute in good faith and in a constructive manner to the aims of the Forum. They should bring to the discussion their personal experience and expertise from the various parts and levels of the company.

**1.9** Employee representatives are given an unequivocal assurance that their relationship and employment with the Company shall not in any way be prejudiced by any views expressed in the pursuit of their duties on the Forum. They will enjoy the legal protection provided for in Article 7 of Directive 2002/14/EC, and in Regulation 30 - 34 of the UK Legislation.

**2.0** This constitution in no way takes away the obligation of the employer to inform and consult the Amicus/GPM Sector Officials in matters such as redundancies, business transfers and other matters covered by legislation. Neither will it substitute or alter current collective bargaining arrangements. Collective agreements will continue to be negotiated between the employer and the Amicus/GMP Sector and will not be encroached on by the Forum.

### 3 Role of the Forum

**3.1** The Information and Consultation Forum will constitute a framework for dialogue between the management of \_\_\_\_\_ and employees representatives. In this way it will enable the management of \_\_\_\_\_ to inform and consult with employee representatives of the workforce.

**3.2** Such matters for information and consultation will include:

- Health and safety at work
- Current and future employment levels, policies and procedures
- Any anticipatory measures envisaged, in particular any threats to employment
- Relocation of premises/sites
- Recent, current and probable developments with regards to economic and financial matters – including company performance and business issues.
- The proposed introduction of new policies
- Employee education and training
- Physical conditions of work
- Provisions for Equal Treatment
- Pensions

**3.3** Such matters will not include:

- Remuneration of employees
- Matters relating to individuals
- Any issues relating to terms and conditions of employment that may be covered or determined by the collective agreement.

### 4 Composition

**4.1** The Forum will consist of \_\_\_\_\_ management (one of whom must be a registered director) and \_\_\_\_\_ employee representatives.

**4.2** The \_\_\_\_\_ employee representatives will come from the following areas:

Constituency	No. of Reps
e.g. Finishing	
e.g. Litho	
e.g. Nightshift	
e.g. Pre-press, indigo and laser	
e.g. Sales, commercial and admin.	
e.g. Despatch, maintenance, warehouse, technical, forepersons	
e.g. Amicus GPM Sector Chapel Officers	

## **5 Selection of Employee Representatives**

- 5.1** Where Amicus/GPM Sector has representation, each of the above constituencies will select their own representatives, either by nomination or ballot.
- 5.2** Where there is no recognised union in a department the employees will select a representative in a ballot.
- 5.3** Vacant seats will be advertised on company notice boards and nomination forms should be obtained from and returned to the Forum Secretary. Applicants will require two employee 'seconders'.
- 5.4** In the event of an election, numbered ballot papers will be issued to the relevant employees and a box will be provided for completed papers. The company Human Resources Manager will count the votes in the presence of the Forum Secretary and the Amicus/GMPS sector chapel representative.
- 5.5** Representatives will serve for a period of two years, but will be eligible for re-election following such a term. Representatives must have a minimum of six months service with the Company prior to election.

## **6 Deputies**

- 6.1** Each constituency should also select a deputy to cover for its chosen representative when the person cannot be present at a meeting. If more than one candidate wishes to act as a deputy then a ballot will be arranged along the same lines as those detailed above.

## **7 Officers**

- 7.1** Forum Chair: The Managing Director of \_\_\_\_\_ or the Employee Side Coordinator will be the Chair of the Forum for the full meetings. He/she may nominate a Vice-Chairman to deputise in his/her absence.
- 7.2** Forum Secretary: The Managing Director and Employee Side Coordinator will agree on a person to act as Forum Secretary. The Forum Secretary will have the responsibility for all administration work connected with the meetings i.e. the booking of rooms, the production of the agenda, the taking and the production of the minutes.
- 7.3** Employee Representatives Co-ordinator: Employee representatives will elect one of their number to act as Chair of their meetings and to agree, on their behalf, Forum minutes prior to circulation.

## **8 Agenda**

- 8.1** All items for the agenda should aim to be in the hands of the Forum Secretary 7 working days before the date of the meeting. The final agenda will normally be distributed 5 days before the meeting.
- 8.2** The Forum will use a fixed agenda but any issues not on the agenda will be dealt with, subject to time constraints, under 'Any Other Business'.

## **9 Meetings**

- 9.1** The full Forum will meet as and when necessary to be informed and consulted on emerging issues, but will also meet at least once a quarter for regular information and consultation sessions.
- 9.2** When deemed necessary, extraordinary meetings can be called by the Forum Chair or by the Employees Representatives Co-ordinator.
- 9.3** When a Forum meeting is arranged and agreed, time will be allocated before, during and after for the employee representatives to meet in order to comply with the jurisdiction, obligation and content of this agreement.
- 9.4** Employee representatives will have the option to hold a pre-meeting before the normal Forum meeting to discuss items raised by employees.
- 9.5** Employee representatives will have the option to hold a post-meeting directly after the normal Forum meeting in order to discuss issues raised at the full Forum meeting.
- 9.6** Full-time Sector officials will be able to participate in the meetings of the Forum as experts at the request of employee representatives on the Forum.
- 9.7** After Forum meetings employee representatives will communicate the outcomes of the meetings to the people in their departments and they will be allowed time to do this.
- 9.8** Management will normally provide facilities to take minutes of the meetings. The minutes will be prepared, agreed and distributed as soon as practicable following the meetings.

## **10 Confidentiality**

- 10.1** Members of the Forum and any experts advising may, from time to time, be requested to keep certain pieces of information confidential. Such a request by the employer must be accompanied by specific and identifiable explanations as to why such information must remain confidential.

- 10.2** An employer may impose restrictions in respect of confidentiality on any information or document provided to representatives or employees. Such restrictions may apply where they are justified as being in the legitimate interest of the company. Anyone provided with such information or document in confidence may apply to the Central Arbitration Committee (CAC) to request it to determine whether the restriction is reasonable. No application to the CAC should be made without an attempt to reach an agreement with the employer.
- 10.3** Failure to observe a confidentiality requirement imposed by the employer (or subsequently by the CAC) could lead to serious disciplinary action – including dismissal. The employer may also seek compensation in the civil courts for any losses arising from such failure.
- 10.4** The employer shall not be required to disclose any document or information where the nature of that information or document is such that its disclosure would seriously harm, or would be prejudicial to, the company's business. Anyone refused such information or document may apply to the CAC to request it to determine whether the refusal is reasonable. No application to the CAC should be made without an attempt to reach an agreement with the employer.

## **11 Facilities**

- 11.1** As specified in Regulations 27-29, reasonable time will be made available by the company for employee representatives to carry out the activities outlined within this agreement. This includes time to attend official meetings, and listening to and briefing departments and individual employees.
- 11.2** There will be no loss of pay and any additional time worked as a result of Forum business will be paid.
- 11.3** Any necessary facilities for Forum members to carry out their duties, including photocopying, typing, access to telephones, computers, and email and internet access, will be provided by the employer and organised through the Forum secretary.

## **12 Training**

- 12.1** The company will allow Forum members reasonable periods of training during their term of office, in order to enable them to efficiently carry out their duties in the Forum. Where practical, training facilities offered by the Amicus GPM Sector will be considered and may be used.
- 12.2** The costs of the training will be borne by the company and training will take place during normal working time. There will be no loss of earnings incurred due to training.

## **13 Constitution**

- 13.1** Clauses in this agreement can only be altered, deleted or added to after the change has been discussed and agreed by the parties to the agreement.
- 13.2** Either side can give 6 months notice of termination of this agreement.
- 13.3** If any legislative changes are introduced which impact on this agreement these will be discussed at a Forum meeting, and if necessary will consult/negotiate with the appropriate Amicus/GPM Sector Official. The changes will then be implemented into an amended agreement. This agreement is at all times covered by the UK Information and Consultation of Employees Regulations 22 and 23.
- 13.4** This agreement will become effective from .....2005 when the existing Forum members will be asked to adopt and sign their acceptance of the agreement. The agreement will be reviewed every 4 years by the Forum and parties to it.

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## **CHILDCARE GUIDELINES**

### **Introduction**

As part of the 1989 national settlement, it was agreed that a joint BPIF/NGA/SOGAT working party would be established to consider childcare facilities. The terms of reference of the working party were:

- to examine existing information on childcare and to collect data from research and any other relevant organisations and BPIF member companies
- to investigate existing local facilities and the most feasible ways of providing assistance.

The working party agreed that the BPIF should produce guidelines for those member companies who are considering providing childcare assistance to their employees. These guidelines were updated as part of the Partnership at Work initiative.

These guidelines do not place any obligation upon you to provide assistance with childcare. They are intended for general guidance and any member companies who wish to introduce such provisions should first contact their local BPIF Regional Office for advice on how to proceed.

However, the BPIF and Amicus GPM Sector jointly recognise the need for childcare facilities to be provided on a wider basis, and are therefore jointly committed to encouraging member companies to consider facilities for childcare by virtue of any or all of the schemes set out in these guidance notes. The parties agree that the procedures for tackling any or all of the options described in these guidelines will be subject to discussion with union representatives at company level.

## 1 Why provide childcare facilities?

Why should employers be interested in providing childcare facilities? During the 1990s there was a sharp reduction in the numbers of school leavers available for employment. We know there are skills and labour shortages, employers may be disadvantaged in the market for trained and skilled workers. This shortfall in the labour force means that employers will have to look to all groups within the population to fill vacancies. Women continue to account for an ever-larger percentage of the labour force. Women with dependent children, therefore, form a large pool of potential recruits. The indications are that many more women would return to work if they could find suitable childcare. Indeed many have already done so, following government initiatives which have helped increase the options and financial support available. Furthermore, it is becoming increasingly important to retain existing employees following maternity absence, and recruitment is becoming more difficult.

There remains however a paucity of both public and private childcare facilities for children of all ages. Increasingly, employers are assisting with the provision of childcare facilities because of their need to retain staff and to attract new recruits.

## 2 Options available to employers

The type of assistance provided will depend on individual company circumstances; for example, the need to retain existing staff may take priority over recruitment or vice versa. It will also depend on the needs of existing and potential employees and the availability of local childcare facilities.

Employers should note particularly, however, that the laws on sex discrimination mean that, where employers provide assistance with childcare, any criteria established for allocating childcare facilities must **not** discriminate directly or indirectly on grounds of sex or marital status. Therefore, whatever childcare assistance is offered would have to be made available, on an equal basis, to men as well as to women. Account should be taken of this fact when assessing what assistance can be offered. Employees now have new rights to request flexible working, and employers are better able to respond positively to such requests if good childcare facilities are available.

There are several ways in which employers can assist with childcare, and these guidelines concentrate primarily on three areas:

- the provision of information on local childcare facilities
- workplace nursery facilities
- pre- and after-school and holiday care facilities.

Given that the majority of companies in general printing employ a relatively small number of people, the establishment of a workplace nursery may not be possible in all companies. The alternatives which can be considered include sharing nursery facilities with other employers or buying in places at public or private nurseries. Nursery provision, however, only caters for the under-fives. Some employers may wish to consider offering facilities for school-age children in the form of pre- and after-school and holiday care. Another possible option for employers is to provide financial help to employees in the form of an allowance to meet their childcare costs. This may include a childcare voucher scheme.

### *Taxation*

There may be many opportunities for tax savings if an employer wishes to assist in providing childcare facilities for employees. These range from salary sacrifice schemes to capital costs of setting up nurseries and many other aspects of childcare provision. As tax regimes change periodically it is best to seek advice from your tax office on these matters.

In addition providing information to employees on claiming tax credits could also be beneficial. The childcare element of tax credits can often provide a substantial amount of financial assistance to employees needing childcare facilities and help companies retain staff. Information on tax credits is available from the tax credit helpline on: 0845 300 3900 or online at [www.taxcredits.inlandrevenue.gov.uk](http://www.taxcredits.inlandrevenue.gov.uk)

However changes will take place from April 2005 to extend the tax and National Insurance breaks currently available on workplace nurseries, to all forms of registered and approved childcare. Employers will be able to contract direct with a nursery, childminder or out-of-school club on behalf of their staff and a maximum of £50 per week for childcare costs will be tax and National Insurance exempt. (However, if schemes meet the criteria for workplace nurseries, they will continue to receive the same tax and NI exemptions as before.) The current requirement for employers to have some responsibility of financing and managing the childcare provision will also be lifted, making it easier for employers to offer this kind of childcare benefit. Where employers do offer this type of benefit, they will be required to make it available to all staff. The £50 per week tax and National Insurance exemptions will also be extended to childcare vouchers, which are currently only exempt from National Insurance payments.

## 3 Providing information

### *Lack of childcare information*

One of the problems for parents seeking childcare is a lack of information on available facilities. There is no centralised information point and it is often chance that determines the parents' eventual childcare arrangements. This problem is not confined to full-time care for children under five. It extends to the care of school-age children and, in many respects, care for children of five years and over is more difficult to find. The extent of provision (day and pre- and after-school etc) differs between regions, local authorities and urban and rural areas.

### *What you can do to help*

Local authorities are legally obliged to maintain a register of childminders and to make available a list of registered day nurseries in their areas. There are also a variety of privately-run or voluntary childcare arrangements which employees may be able to use, and several independent organisations specialise in providing information in this area (see Appendix to these guidelines). By providing details of local provisions you can greatly assist your employees in finding and choosing the most suitable care for their own and their children's needs.

### *What information to provide*

In order to establish what **local childminding** and **day nursery** provisions exist, employees should first contact the local Childcare Information Service; providing them with the correct phone number would be of great assistance. Alternatively you could provide them with the web site address of Childcare Links so they can look into it in their own time or even let them use a workplace pc to access the information. The web site is: [www.childcarelink.gov.uk](http://www.childcarelink.gov.uk); or call 0800 096 0296. They will be able to inform you of local childcare provision.

Another source of invaluable information is the Daycare Trust who provide a wealth of information on sources of childcare. Their web site address is [www.daycaretrust.org.uk](http://www.daycaretrust.org.uk) or call 0207 840 3350.

To find out about organised care for **school-age children** you should contact either one of the services mentioned above or the relevant local authority department which will be one of the following:

- social services department
- leisure and amenities department
- education authority youth office

Some schools also offer childcare provision out of school hours, usually under the local management of the school, although your local education authority should be able to advise you (or your employees) of the schemes operating in any given area. You may require details on pre-and after-school schemes, playcentres, holiday play schemes, nursery schools etc.

Your BPIF Regional Office may also be able to assist you in gathering information concerning facilities available locally.

Information can be provided for employees on the most suitable public and private nursery facilities in the area (availability, waiting lists, hours, etc) and the various care schemes for the over-fives. You may wish to visit the facilities to judge the standard of provision for yourself. You can also make available all the information you have established on registered childminders.

All employees (male and female) should know that you have this information, not just those taking maternity leave.

## **4 Encouragement and support**

Women taking maternity leave often lose touch with work very quickly, and they are frequently unsure whether or not to return. If they do decide to return there is no guarantee that they will want to return to the same employer. Valuable skills may therefore be lost. It is important to offer encouragement to return before maternity absence begins. Concerns about finding suitable childcare arrangements will start when the woman is in employment. Childcare information should therefore be provided well before the employee leaves to have the baby. In addition any discussions about the woman returning to work on reduced hours should happen well in advance of her date of return in order to facilitate a smooth transition back into work and avoid contravention of the Right to Request Flexible Working Regulations.

If you keep in touch with women during the maternity absence, you may also increase the likelihood that they will return to your employment. You can do this in a variety of ways – for example, by sending company literature/bulletins etc, to women on maternity leave. Larger companies may wish to consider running retraining, or refresher courses, or 'return-to-work' seminars. On return, consideration should also be given to appropriate circumstances for reasonable time off with pay to care for the child during sickness.

A more flexible approach to hours of work may also need to be considered for short-term and special need – for example, post-maternity leave, school holidays, term-time hours.

Often requests for flexible working can be accommodated from a mixture of part-time hours, changes or flexibility in start/finish times to accommodate identified childcare needs, in conjunction with existing working patterns to assist women returning from maternity leave who are unable to work full-time, and for those employees with children who find that normal factory hours do not suit their needs. Increasingly men who have joint custody of their children following a family split are in need of flexibility to accommodate their childcare needs, so this is not just an issue for women returning from maternity leave.

There are a number of alternative schemes to consider offering to employees needing childcare support, ranging from part-time work to flexible working hours and flexi-time. Any such scheme should be complementary to childcare facilities, rather than a substitute, and should not be used to replace full-time, permanent employment.

Assistance in developing flexible working practices can be obtained from Working Families (see Appendix)

## 5 Workplace nurseries

Nursery provision, at or near the place of work, not only assists employees with their childcare responsibilities, but also can be an extremely effective way of retaining staff and aiding recruitment (as well as contributing to equal opportunities). However, workplace nurseries may not be suitable in every case – for example, where a company is based in a large city and employees travel long distances or have difficult journeys. In this case local care facilities and personal arrangements may be more appropriate.

A workplace nursery is costly to set up, whether it is purpose-built or housed in a converted building, and therefore many companies are unable to do this on their own. As an alternative, you may wish to consider sharing a nursery with other employers, or buying in places at existing public/private/employer nurseries. In many cases this would be the cheaper option. It is also worth approaching your local authority to establish if they are willing to fund part of the project. You should contact your local BPIF Regional Office for a list of companies who have indicated an interest in shared nursery facilities.

If you are considering providing a nursery, singly or with other employers, you must first establish the likely demand. Alternatively you may be able to buy a number of places in an existing nursery.

If you decide to get involved in establishing your own workplace nursery it is best to contact an organisation such as the Daycare Trust to get advice on how to go about the task (see Appendix below).

## 6 Childcare vouchers

While workplace nurseries can provide one solution to the problem of childcare, many parents prefer childcare provision to be nearer where they live or to make their own arrangements to suit their particular needs. For this reason childcare vouchers have become popular with both employers and employees. Now you can even get tax breaks on their provision too. In addition they are exempt from National Insurance Contributions (NIC) for both employees and employers.

Employers normally contract the provision of the scheme to a childcare voucher company. Vouchers may be offered as a benefit or as part of a salary sacrifice scheme. Vouchers are distributed to employees who use them to 'pay' their childcare provider who then redeems the vouchers from the childcare voucher provider in order to get payment.

Where salary sacrifice schemes are suggested it is important to get proper advice for employees as it could have implications for salary related benefits such as pensions.

Vouchers may be used to pay for nursery provision, childminders, pre-school playgroups, nursery schools, out of school clubs, nannies, relatives providing care e.g. grandparents, uncles, aunts etc.) As long as the provider has a bank account they can receive vouchers as payment at no cost to themselves. They simply register with the childcare voucher provider.

This system has the benefit of causing minimal administration requirements for the employer.

## 7 Care out of school hours

Some employers may wish to consider running a pre- and after-school scheme, particularly if most employees live locally and their children attend nearby schools. Ideally, pre- and after-school schemes need to be based at or near the children's schools; a centralised scheme close to the workplace would require a collection service from all the schools involved.

If you do decide that the location justifies the setting-up of a scheme contact the Daycare Trust to get advice on how to go about it.

### *Appendix: resource list of childcare contacts*

#### **Daycare Trust**

21 St George's Road  
London SE1 6ES  
0207 840 3350  
(for information on all aspects of childcare provision)

#### **Working Families**

1-3 Berry Street  
London EC1V 0AA  
(for information on flexible working options)

#### **Equal Opportunities Commission**

Arndale House  
Arndale Centre  
Manchester M4 3EQ

## Maternity Alliance

3rd Floor West  
2-6 Northburgh Street  
London EC1V 0AY  
(for all queries on issues affecting children up to 1 year old)

### Useful websites

[www.inlandrevenue.gov.uk](http://www.inlandrevenue.gov.uk)  
[www.daycaretrust.org.uk](http://www.daycaretrust.org.uk)  
[www.workingfamilies.org.uk](http://www.workingfamilies.org.uk)  
[www.eoc.org.uk](http://www.eoc.org.uk)  
[www.childcarelink.gov.uk](http://www.childcarelink.gov.uk)  
[www.tiger.gov.uk](http://www.tiger.gov.uk)  
[www.maternityalliance.org.uk](http://www.maternityalliance.org.uk)

## Preparation for Retirement

The BPIF and Amicus GPM Sector recognise the importance of assisting employees to prepare for retirement. Retirement policy can be based on business needs and give employees as much choice as possible which includes providing pre-retirement support and integration of flexible retirement schemes, particularly as this can assist companies with the transitions of skills between older and younger employees in succession planning.

### Pre-retirement support

Financial guidance and access to pre-retirement information can assist employees with the transfer from a life of work to a happy and fulfilling retirement. There are many resources available which an employer can make accessible to employees without concern that they are providing financial advice. Access to pre-retirement information is easy to facilitate e.g. providing access to the internet where there is a wealth of generic information, making literature available in the workplace, and providing pre-retirement courses.

### Flexible retirement/phased retirement

It is acknowledged that such policies can help businesses to prepare for the loss of skills which may occur as a result of an ageing workforce and when a large number of employees reach retirement age at the same time. Furthermore, it allows employees to alter the balance of their work and personal lives and prepare for full retirement. Flexible retirement can be achieved by giving employees a choice of date for full retirement, using gradual retirement by incorporating part-time/reduced working hours and job-sharing where practical.

### Best practice for pre-retirement planning

Employers who have a commitment to best practice for preparing for retirement should:

- Provide the opportunity for pre-retirement education in its various forms as early as practicable before retirement occurs, including flexible retirement.
- As part of any flexible retirement initiative periodic reviews of the employer's and employee's needs and views would be both sensible and practical.
- Appropriate pre-retirement education where available should be provided regardless of the reason for retirement e.g. on grounds of ill health.
- Pre-retirement education should consider the changes that are likely to take place, and how these can be managed in a positive way. The mediums used to provide information should have regard for employees' prior experience of financial matters and their personal needs.
- Where professional financial advisers are used to deliver financial education the information should be unbiased and not an opportunity to "sell".
- Pension forecasts should be provided to each employee.
- If early retirement is due to redundancy, support and assistance for retraining should be offered or made available.

For more information see the Pre-retirement Association website at [www.pra.uk.com](http://www.pra.uk.com)

## Redundancies and Business Transfers

### Redundancy

- 1 The employer shall inform the union, in writing, of any contemplated redundancy or redundancies at the earliest opportunity, and shall provide the following information:
  - a the reasons for the proposed redundancy/redundancies;
  - b the number and description of employees it is proposed to dismiss on the grounds of redundancy;
  - c the total number of employees of any such description employed by the employer at the establishment in question;
  - d the proposed method of selecting the employee(s) who may be dismissed;
  - e the availability and terms of any alternative employment at any of the employer's establishments;
  - f the proposed method of carrying out the dismissal(s) with due regard to any agreed procedure; and

- g the proposed method of calculating the amount of any redundancy payment.
- 2 The employer shall provide this information to the union and allow sufficient time for the Union to consider the information and prepare a response or counter proposal prior to consultation starting.
- 3 The employer shall then consult with the union, with a view to reaching agreement on the matters in (1) above, in addition to:
- a ways of avoiding dismissal/reducing the number of employees to be dismissed; and
- b mitigating the consequences of dismissal(s);
- 4 Consultation will also cover the position of employees whom it is not contemplated will be dismissed, but who will be affected by the measures taken in connection with any dismissals.
- 5 The employer shall not issue any notice of redundancy to an employee prior to informing and consulting with the Union in accordance with the above paragraphs. Once informed, the union shall respond promptly.
- 6 Nothing in the above shall affect either parties obligations under any statutory provisions relating to redundancies.

### *Business Transfers*

- 1 The employer shall inform the union, in writing, of any contemplated business transfer (whether by way of a transfer within the meaning of the Transfer of Undertakings (Protection of Employment) Regulations, or by way of a sale of shares) at the earliest opportunity, and shall provide the following information:
- a the fact that a business transfer is contemplated;
- b when it is envisaged that the business transfer will take place;
- c the reasons for the contemplated business transfer;
- d the legal, economic and social implications of the transfer for the affected employees;
- e whether the employer envisages taking any measures in relation to those employees (or if no measures are envisaged, of that fact); and
- f the measures which the purchaser envisages will be taken in relation to those employees (or if no measures are envisaged, of that fact).
- 2 The employer shall provide this information to the union and allow reasonable time for the union to consider the information and prepare a response or counter proposal.
- 3 The employer shall consult with the union, with a view to reaching agreement on the matters in (1) above, in addition to considering any counter proposals put forward by the union.
- 4 Nothing in the above shall affect either parties obligations under any statutory provisions relating to business transfers.

## **HEALTH AND SAFETY**

### **1 Introduction**

The printing and newspaper publishing industries employ approximately 340,000 workers in over 15,000 companies. Around 75% of all injuries in printing and newspaper publishing are caused by manual handling, slips and trips and machinery. Work on preventing these injuries will go a long way towards reducing risks to employees.

Each year, around 1200 work-related accidents occurring in the UK printing industry are reported to the Health and Safety Executive (HSE). Approximately 200 of these accidents will be classified as major injuries such as fractures or amputations.

The most common areas for accidents, injuries or ill health issues reported to the HSE are:

- Musculoskeletal disorders (MSD)
- Noise
- Occupational health
- Risk assessment
- Slips, trips and falls
- Vehicle management
- Working at height

The HSE are focusing on these areas during their visits to printers and associated industry sites. On their visits the HSE would expect to see control measures in place as outlined in the areas below. In assessing companies, inspectors will assess the controls identified against a 1-4 scale.

- 1 – Full compliance in areas that matter
- 2 – Broad compliance in areas that matter
- 3 – Some compliance in areas that matter
- 4 – Limited or no compliance in areas that matter

Individual companies and their safety representatives can use these broad criteria to assess what they need to do to improve their health and safety arrangements.

The HSE is committed to involving the workforce, and particularly union appointed safety representatives, in health and safety. The BPIF and Amicus GPM Sector support joint involvement of managers and safety representatives in tackling health and safety issues in the workplace.

## 2 Musculoskeletal Disorders

Manual handling causes about 36% of all injuries reported to HSE by the printing and newspaper publishing industries. Most of these injuries result in an absence from work of over three days and the average absence is around 19 days.

By following a few simple steps, many of these injuries can be avoided:

- Avoid hazardous manual handling tasks if possible.
- If the task cannot be avoided, make an assessment of the risks and reduce them so far as is reasonably practicable.

The HSE would expect these control measures to be in place:

### A *Avoidance/control*

Significant MSD risks very well controlled. Little lifting or low unit weights; few repetitive activities; and appropriate task design, work equipment selection and layout; mechanical aids/mechanisation.

### B *Instruction & training*

Clear instructions/training appropriate to task for significant risks; employee awareness concerning risk factors and early symptom reporting, safe systems of handling, use of controls/workstation adjustment, risk assessors trained and provision of periodic refresher training.

### C *Management commitment/Worker involvement*

Managers and workers actively involved in addressing significant MSD risks e.g. set aims; assess risk; avoid/control; monitor progress; review; change where needed.

### *Further information*

HSE's leaflet *Getting to grips with manual handling* contains guidance on what to consider when making a risk assessment.

HSE's leaflet *Manual handling assessment charts* is a new, easy-to-use, risk assessment tool for manual handling.

HSE has also published two leaflets for newspaper publishers on manual handling: *Handling the news: Advice for employers on manual handling of bundles* and *Handling the news: Advice for newsagents and employees on safe handling of bundles*.

## 3 Noise

Noise at work can cause temporary or permanent hearing loss. In the printing and related industries it is likely that hearing loss is gradual due to prolonged exposure to noise, e.g. buckle folders, cutting and creasing machines and printing presses. It may only be when damage caused by noise over the years combines with normal hearing loss due to ageing that people realise how deaf they have become.

The louder the noise and the longer the exposure, the greater the risk of permanent hearing loss.

Because of the damage to hearing still being experienced at current action levels, the European Physical Agents (Noise) Directive (2003/10/EC) includes a number of major changes, which will require changes to current UK legislation.

### *Consultation on New Noise at Work Regulations*

The Health and Safety Commission (HSC) has published a draft of the new Control of Noise at Work Regulations, which would implement the UK Noise Directive in UK law and place stricter legal duties on employers.

It estimates that the updated regulations will extend protection from harmful noise at work to an additional one million workers.

The regulations are due to come into force in February 2006 and seek to reduce the noise levels at which employers have to take actions to protect their workers' hearing.

Employers would also be required to either eliminate or reduce the risks created by noise where it is reasonably practicable to do so.

### *Employers' Duties - Lower Exposure Action Value (EAV)*

Those companies undertaking any work, which may expose their employees to a noise at, or above, the lower EAV.

The HSE would expect these control measures to be in place:

### A *Noise management system*

Effective organisation and arrangements including adequate noise assessment, noise action plan, provision of information, instruction, training, supervision and a health surveillance regime. Evidence of a positive purchasing policy and strong management commitment. Arrangements for reviewing the system.

### **B** *Control of noise at source*

Reasonably practicable measures for controlling noise (other than by provision of EP) are in use and properly maintained.

### **C** *Ear Protection (EP) Programme*

Ear protection zones (EPZs) demarcated and fully observed by all personnel. EP is provided and is suitable for the individual and the task. A maintenance /replacement schedule exists including regular checks by a trained person. Evidence of full and proper use.

## **4 Occupational Asthma**

In industry generally, over 1000 people each year develop occupational asthma as a result of breathing in substances known as *respiratory sensitisers*. Some of these cases result from work in the printing industries. These are all people who suffered no respiratory ill health until they were affected by certain chemicals at work. The result is that sufferers from this potentially life-threatening disease have in some cases been unable to continue their job and some have become permanently incapacitated. Occupational asthma is, by and large, preventable. Respiratory sensitisers including isocyanates, epoxy systems and resins, are used in the printing industry and both employers and employees need to be aware of the risks.

### *What are respiratory sensitisers?*

These are substances, such as isocyanates, which when inhaled can induce changes in the body's immune system. This may mean that the next time a person is exposed to the same substance, their body reacts very dramatically, even if they have only been exposed to a very small amount of the substance. If this happens, the person is said to have become sensitised. Recent scientific research also suggests that respiratory sensitisation to some sensitisers may be triggered by skin contact. Although the evidence is inconclusive, printers should avoid skin contact where possible.

The HSE would expect these control measures to be in place:

### **A** *Asthmagen management system*

Effective organisation and arrangements including adequate Control of Substances Hazardous to Health (COSHH) assessment, provision of information, instruction, training and supervision. Evidence of management commitment and arrangements for review.

### **B** *Control strategy*

Substitution considered and effected where possible. Adequate engineering controls provided, used, maintained, examined and tested at suitable intervals. Suitable personal protective equipment (PPE) provided, worn and stored correctly, suitably cleaned and well maintained. Appropriate instruction and training in proper use of engineering controls and PPE.

### **C** *Health surveillance*

Suitable health surveillance is provided by a competent person, everyone requiring it has been included, it is repeated as necessary and health records are kept. Cases of occupational asthma are reported under the Reporting of Injuries, Diseases, Dangerous Occurrences Regulations (RIDDOR).

## **5 Slips and trips**

Slips and trips are the second most common type of accident, representing around 22% of all injuries reported by the printing and newspaper publishing industries.

HSE's leaflet Preventing slips and trips at work shows how to go about reducing the risks of these accidents in your premises.

The HSE would expect these control measures to be in place:

### **A** *Floor contamination*

Work activities and environment controlled, process plant controlled and maintained to minimise floor contamination such as water, oil, powders, food. Spillages promptly and effectively cleaned-up. (Consider areas other than those where contamination is inevitable, e.g. some dye houses, swimming pools.)

### **B** *Suitable floors and footwear*

Floors and required footwear give appropriate slip-resistance for conditions. Use of drainage, anti-slip surfaces, mats and grids as necessary (e.g. areas prone to contamination.)

### **C** *Prevention of trips*

Floor even, free from holes; gangways well-marked, access routes kept free from trip hazards, e.g. trailing cables, tools; stairs well-constructed and fitted with handrails.

## 6 Vehicle Management

### *Statistics*

In the UK as a whole, across all industries, around 70 people a year are killed in workplace transport (WT) accidents and there are more than 1,500 major injuries. WT is the second biggest cause of fatal accidents.

### *How most accidents happen*

The main cause of accidents is being struck by a moving vehicle. Other significant causes include vehicles overturning, people falling off a vehicle or vehicle load and loads falling off vehicles.

### *Practical methods of controlling the risks*

Vehicles and pedestrians should be separated by measures including separate doors for vehicles and pedestrians, separate pedestrian routes and suitable guard rails/barriers at building entrances/exits and pedestrian crossing points. Employers should consider introducing a one-way system to reduce the risk of collisions and eliminating or minimising the need for reversing. Methods of improving safety during reversing include marking reversing areas and using a trained banksman where appropriate. The need for signs, mirrors at bends, speed limits and roadway markings should also be considered.

The extent and frequency of preventative vehicle maintenance should not be less than the vehicle manufacturer's instructions. Special attention needs to be paid to the braking system, tyres, steering, mirrors and windscreen washers/wipers. Employers should consider daily vehicle checks by drivers and the need for driver protection against vehicle overturn, adverse weather conditions and exposure to chemical/physical hazards.

Drivers should be appropriately selected and trained. They need to be mature and capable of performing their duties responsibly and carefully.

The HSE would expect these control measures to be in place:

#### **A Safe Site**

Well-defined traffic routes free from obstruction, firm and even surfaces. Every effort made to separate pedestrians from vehicles. Pedestrian crossing points. Effective one-way system for HGVs.

#### **B Safe Vehicle**

Effective maintenance of steering, brakes and lights. Roll-over protection systems (ROPs) and seat belts fitted when appropriate. Reversing aids fitted when appropriate.

#### **C Safe Driver**

Forklift truck drivers trained and competent in accordance with Approved Code of Practice (AcoP), similar for other types of vehicle. Active supervision of driver behaviour.

## 7 Working at Height

### *Statistics*

In the UK as a whole, across all industries, around 80 people a year are killed and more than 5,500 are seriously injured in Britain due to falls from height (FFH). FFH are the most common cause of workplace fatalities and the second most common cause of major injuries.

### *How most accidents happen*

The main cause of all injuries is falling from ladders. Other significant causes include people falling from scaffolding, work areas/platforms, vehicles, roof edges, stairs and fragile roofs.

### *Practical methods of controlling risks*

Ladders should always be secured if possible. If not, they should be footed. They should be used primarily for access or for light, short duration work. The person using the ladder should always have three points of contact and never lean sideways. The stiles should not be damaged, buckled or warped, the rungs should not be cracked or missing and any safety feet should be in place. Ladders should be stored and handled with care to prevent damage and deterioration. They should be used at an angle of 1 in 4, or 70 degrees. It is generally safer to use a tower scaffold or mobile elevating work platforms (MEWPs).

The height of a tower scaffold should not be more than three times the minimum base dimension. They should be erected and used in accordance with the supplier's instructions. Guard rails and toe boards must be fitted and the tower scaffold should rest on firm level ground. It is never safe to climb up the outside of the tower. Access to the working platform should be via an internal ladder and trap door.

MEWPs should have guard rails, toe boards and inflated tyres. They should be used on firm, level ground by fully trained operators. Any outriggers should be extended before raising the platform and the MEWP should not be used close to overhead cables or other dangerous machinery.

For any roof work, safe access onto and off the roof (by for example a general access or tower scaffold) should be provided along with a safe means of moving across the roof, such as suitable roof ladders. When access ladders and roof ladders are used for small repairs, the access ladders should be securely tied to prevent it slipping when stepping between it and the roof ladder. All flat roof edges from which people may fall should be protected. Even when the main roof structure is strong, parts of the roof, such as roof lights may be fragile and appropriate precautions (crawling boards, identification of fragile materials by suitable warning signs, etc.) should be taken.

Health and safety aspects of contractors doing work at height should be discussed. The employer should endeavour to assess the contractor's competence for working at height and consider asking for safety method statements.

The HSE would expect these control measures to be in place:

**A**        *Identification of activities and precautions involving falls from height*

Work above 2m, including maintenance, cleaning and repair, has been identified and workers instructed in precautions; access points to fragile roofs are marked.

**B**        *Selection, use and maintenance of equipment*

Appropriate access equipment is provided, is well maintained and regularly inspected and used.

**C**        *Systems for the procurement and control of contractors*

Managers know how to screen potential contractors (in line with the principles of Construction, Design and Management ((CDM)) and actively monitor their work.

## **8 Health and safety of women of childbearing age and new and expectant mothers**

In any workplace where there are women of child bearing age the employer should carry out risk assessments as required by the Management of Health and Safety Regulations (1999) to find out if anything in the company could cause harm to new or expectant mothers and their unborn children or children being breastfed

Any hazards identified should be removed or the woman protected from exposure to these risks

In the case of new and expectant mothers, if the risk cannot be removed then a change in working hours, conditions, or even alternative work, must be offered. If this is still not sufficient to remove the risk then the woman must be suspended on full pay for as long as is necessary to protect her health and safety and that of her child.

Further advice for women and their employers can be found in the booklet *A guide for new and expectant mothers who work* published by the Health and Safety Executive, also available as a downloadable document at [www.hse.gov.uk/mothers](http://www.hse.gov.uk/mothers)

## **9 Other areas of concern**

### *Machinery accidents*

Machinery causes around 16% of all accidents reported to HSE by printers and newspaper publishers and is the third most common type of accident. Most accidents occur during setting up or cleaning down of printing presses or print-finishing machinery.

*The Printer's guide to health and safety* is a one-stop-shop of information for printers and provides guidance on safeguarding printing machines.

### *Skin Problems*

Print workers are regularly exposed to a range of hazardous chemicals. An HSE study in 2000/01 (Livesey et al) covering just under 1200 print workers found that 41% reported that they had suffered a skin complaint at some time, with 10% reporting a current skin problem (dermatitis). Of those reporting a current skin problem 58% were diagnosed with a skin complaint that was thought to be work-related.

Damage to the skin reduces its ability to act as a barrier for the body. As an employer, there are a number of things that you can do to stop this.

HSE's leaflet *Skin problems in the printing industry* provides information about preventing and avoiding dermatitis by selecting suitable gloves and gives advice on the use of 'after-work' creams.

HSE has also produced a publication called *Control of chemicals in printing: COSHH essentials for printers*. Individual copies of the sheets are available from HSE's website [www.hse.gov.uk/printing](http://www.hse.gov.uk/printing)

### *Risk Assessment*

The Management of Health and Safety at Work Regulations 1999 require the assessment of all risks to employees or to others arising from the company's activities and the recording of significant findings if five or more people are employed. In addition, the Manual Handling Operations Regulations 1992 and the Health and Safety (Display Screen Equipment) Regulations 1992 and subsequent revisions require risk assessments to be carried out.

Providing the assessments concerning chemical safety and noise have already been carried out and recorded, there is no need to repeat them. If, however, they have not been done, or if conditions have changed, then it would be appropriate to include them in the general risk assessment procedure.

The HSE would expect these control measures to be in place:

Management enthusiastic and competent, have identified the main risks and for each one knows the relevant health and safety standards. The necessary measures have been put in place and checks are made to see they are used properly; evidence of effective self-regulation.

## 10 BPIF Health and Safety Healthcheck reports

These reports aim to tell the recipients how they compare with current UK health and safety legislation and how they compare with good practice within the industry. The Healthcheck provides a good basic platform for future improvements and can help the recipient assess how well they are performing. The report covers all the HSE focus areas, providing useful, and practical solutions in controlling the risks in printers of all sizes.

This text comes from a pack that has been put together and is being presented by members of the Printing Industry Advisory Committee (PIAC).

PIAC is a committee set up by the Health and Safety Commission (HSC) to lead on health and safety matters affecting the printing industry. It is made up of representatives of printing employers, trades unions and the Health and Safety Executive (HSE) working together to reduce injuries and ill health caused by work in the printing and newspaper publishing industries.

More information about PIAC can be found on: [www.hse.gov.uk/aboutus/hsc/iacs/piac](http://www.hse.gov.uk/aboutus/hsc/iacs/piac) Also visit HSE's printing website: [www.hse.gov.uk/printing](http://www.hse.gov.uk/printing)

## 11 The Printer's Guide

HSE published *The printer's guide to health and safety (2nd edition)* in 2002 in consultation with the Printing Industry Advisory Committee (PIAC).

Every year people are seriously injured working in the printing industry. Many others suffer ill health, which prevents them from doing their normal work. Almost all of these cases could and should be prevented.

Whatever your role in printing, this book can help you comply with the law and reduce the risks of injuries and ill health. The second edition includes safety guidelines on a wide range of processes and up-to-date advice resulting from research into the causes of printing accidents. It also covers changes in legislation and has a comprehensive index.

The book outlines the most serious and frequent hazards in the industry and offers advice on how to deal with them. The second edition provides signposts to other sources of information – all in all, a first-class tool to help you improve health and safety performance.

## 12 Small businesses

HSE has recognised that small printing businesses may need additional help in understanding health and safety as it applies to their workplace. To help these businesses get started, HSE has produced a free leaflet, *An introduction to health and safety* that covers a wide range of topics including transport, noise, display screen equipment, health and safety policy statements and how to report work-related accidents.

## 13 Further information for printers

*Health and safety in small businesses* INDG259(rev1)

*Getting to grips with manual handling: A short guide* INDG143(rev2) (single copy free or priced packs of 15 ISBN 0 7176 2828 0)

*Manual handling assessment charts* INDG383 (single copy free or priced packs of 10 ISBN 0 7176 2741 1)

*Preventing slips and trips at work* INDG225(rev1) (single copy free or priced packs of 15 ISBN 0 7176 2760 8)

*Skin problems in the printing industry* IACL101(rev1) (single copy free or priced packs of 15 ISBN 0 7176 2322 X)

*For newspaper publishers*

All of the above plus:

*Handling the news: Advice for employers on manual handling of bundles* IACL105

*Handling the news: Advice for newsagents and employees on safe handling of bundles* IACL106

*Working with VDUs* INDG36(rev2) (single copy free or priced packs of 10 ISBN 0 7176 2222 3)

*Health and Safety Publications for Printers*

Free

*Safe systems of work for cleaning sheet-fed offset lithographic printing presses.* Printing Information Sheet PIS1 HSE Books 2000

*Safe systems of work for cleaning web-fed offset lithographic printing presses.* Printing Information Sheet PIS2 HSE Books 2000

*Safe systems of work for cleaning flexographic, rotary letterpress and gravure printing presses.* Printing Information Sheet PIS3 HSE Books 2000

*Safety at power-operated paper cutting guillotines: Your responsibilities.* Leaflet INDG282 HSE Books 1998 (single copy free)

*Skin problems in the printing industry.* Leaflet IACL101(rev1) HSE Books 2002 (single copy free or priced packs of 15 ISBN 0 7176 2322 X)  
*Handling the news: Advice for employers on manual handling of bundles.* Leaflet IACL105 HSE Books 1999 (single copy free)  
*Handling the news: Advice for newsagents and employees on safe handling of bundles.* Leaflet IACL106 HSE Books 1999 (single copy free)

**Priced**

*The printer's guide to health and safety (Second edition).* HSE Books 2002 ISBN 0 7176 2267 3 £12.50  
*Control of chemicals in printing: COSHH essentials for printers.* HSE Books 2000 ISBN 0 7176 1835 8. Special offer price of £8.00 while stocks last (also available free on HSE's website at: [www.hse.gov.uk/printing](http://www.hse.gov.uk/printing))  
*The guide to safe use of power-operated paper-cutting guillotines (Second edition).* HSE Books 1999 ISBN 0 7176 1707 6 £7.50  
*Printing industry: Health and safety training package.* An open learning package. HSE Books 1998 ISBN 0 7176 1481 6 £50.00  
*Safe use of isocyanates in printing and laminating.* HSE Books 1997 ISBN 0 7176 1312 7 £10.50  
*Safe use of printing chemicals: COSHH and substitution.* Video. HSE Books 1998 ISBN 0 7176 1858 7 £40.00 + VAT  
*What the papers weigh! Safe handling of bundles.* Video. HSE Books 1999 ISBN 0 7176 1948 6 £20.00 + VAT

All of these publications are available from:

HSE Books, PO Box 1999, Sudbury, Suffolk CO10 2WA  
Tel: 01787 881165 Fax: 01787 313995 [www.hsebooks.co.uk](http://www.hsebooks.co.uk)  
HSE priced products are also available through good booksellers  
HSE website: [www.hse.gov.uk](http://www.hse.gov.uk)

## Induction Checklist for New Temporary Workers

This checklist should be completed for all temporary workers joining a company, whether employed directly by the company or employed by an agency. A copy should be given to the temporary worker. It is the responsibility of the management and the temporary worker to ensure that all relevant items are properly covered as soon as possible following the employee's date of commencement.

	Carried out by	Date	Comments
<b>Introduction to company</b> Received by Personnel documentation and checks completed – P45* NI number* Swipe/security card Who's who Work permit checked			
<b>Terms and conditions of employment</b> Contract issued* Hours, breaks Method of payment* Holidays Clocking on/reporting for duty Period of employment confirmed			
<b>Training</b> Extent of skills /experience assessed Necessary job training carried out			
<b>Works rules</b> Smoking restrictions General behaviour/dress code Phone calls Break facilities Cloakroom/toilets/lockers			
<b>Health and safety</b> Risk assessment Preventative and protection measures Protective clothing – supply, laundry, replacement Awareness of hazards specific to work Safety rules Emergency procedures Location of exits Dangerous substances or processes Reporting of accidents or hazardous incidents First aid Personal hygiene Introduction to safety representative Ability to comprehend spoken and written instructions			
<b>The job</b> Introduction to manager/supervisor Requirements of the job Standards expected Co-workers Facilities for seeking guidance in understanding and undertaking job requirements			

\*Not applicable in respect of agency worker

