

# **BPIF/Amicus GPM Sector Partnership Agreement and Code of Practice**

**Developed by the BPIF/Amicus  
GPM Sector Partnership at Work  
Joint Review Body**

**dti**

**acas**

**amicus**  
*the union*

**BPIF**

**"This initiative is a first for UK industry and is a significant step towards enhancing the future profitability of print. It takes a quantum leap in building a progressive working relationship between companies and their employees and union representatives. It has been commended by the Government, and offers our industry the potential to achieve a substantial competitive advantage relative to other European printing industries."**  
**Ken Iddon, Immediate Past-president, BPIF**

**"The National Agreement was in need of being modernised for the 21st century. I believe we have achieved an agreement that will benefit our members working in the printing industry and will provide stability for years to come. It will help develop and support good industrial relations and best practice at company level. Employers and our Chapels will need to prepare for the new agreement – which reflects the modern technology-based industry we work in."**  
**Tony Burke, Amicus Assistant General Secretary**

**"The Government is delighted with the progress that has been made so far on the BPIF/Amicus Partnership at Work initiative, and hope that it will continue to prove effective in helping the printing industry in building good employment relations. We now look to members of the BPIF and Amicus GPM Sector to pick up the baton and work together in partnership to create the high performance workplaces needed to enhance the industry's competitive position and the employment opportunities of those working in it."**  
**Gerry Sutcliffe, Minister of State for Employment Relations, DTI**

**"It's refreshing (and in experience very unusual) to be chairing an exercise of this kind that has not been precipitated by an industrial dispute but rather by a genuine concern from both sides of the industry to address big challenges – such as skills, capacity utilisation, employee participation and creating a fair and safe working environment. BPIF and Amicus are to be congratulated on the forward thinking and their hard work in pulling together a landmark agreement that I believe will serve the industry well in the years ahead."**  
**Frank Burchill, Independent Chairman of the Partnership at Work Joint Review Body**

**"ACAS has been delighted to assist with this ground-breaking initiative, which heralds a new area in positive employment relations for the print sector based on collaboration as opposed to confrontation. We are particularly pleased that the Joint Review Body decided to consult extensively with employers and employees throughout the industry before commencing talks, ensuring that the new partnership agreement is based on the views and expectations of people at ground level. ACAS were pleased to be able to help with the planning of the postal survey of companies and employees and by facilitating some 23 focus groups attended by nearly 200 employers and employee representatives in total."**  
**Steve Hodder, Director ACAS London Region**

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### **Archived clauses**

Certain clauses, agreements and interpretations which were previously contained in one or more of the separate National Agreements held between the BPIF and the Amicus GPM Sector prior to 24 April 2005 are no longer published in this Agreement but have been archived and are contained in separate reference documents held at the Head Offices of the BPIF and Amicus GPM Sector. These archived clauses retain the same status and application as those contained in this Agreement.

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## **Introduction**

### **A new National Agreement**

- 1 The National Agreement between BPIF and Amicus GPM Sector (formerly GPMU) has been substantially revised with effect from 16 November 2005. In all, fifteen sets of provisions contained in the previous Agreement have been revised, and seven new ones added. Eleven sets of provisions remain unchanged, and four have been deleted. Details of the changes to the Agreement are set out below.

### **Introduction of a joint Code of Practice**

- 2 Appended to the Agreement is 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 the new joint BPIF/Amicus GPM Sector Partnership Committee (see below) and will be augmented in the light of future developments affecting the industry. The BPIF and Amicus GPM Sector are committed to supporting and assisting their members to achieve the standards set out in the Code of Practice.

### **The BPIF/Amicus GPM Sector Partnership at Work Initiative**

- 3 The New National Agreement and the associated Code of Practice are the result of over fifteen months work by both parties under a joint BPIF/Amicus GPM Sector Partnership at Work project. This began in November 2003, following DTI approval of funding for a major initiative to improve the printing industry's productivity and working environment through a new partnership between employers and unions at national level.
- 4 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.
- 5 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 were also partners in the Print Education and Training Forum and have worked with organisations in other sectors to integrate this body into a new Sector Skills Council for the process and manufacturing industries (Proskills).
- 6 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.

7 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**

- 8 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 Joint 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 Review Body received substantial support from ACAS in undertaking this research and wishes to formally acknowledge the invaluable support they provided to the project.
- 9 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.
- 10 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%).
- 11 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 2004. 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.
- 12 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 to BPIF or Amicus GPM Sector.
- 13 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 endorsed by a ballot of GPM Sector members covered by the BPIF/Amicus GPMS National Agreement.

## **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

For each of the clauses set out in this Agreement, the relevant objectives these are seeking to address have been highlighted.

## **The changes agreed**

15 These 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

## Part 1 - General

### Date of operation

Agreement between the British Printing Industries Federation (BPIF) and Amicus GPM Sector covering wages and conditions in England, Wales and Northern Ireland. This Agreement comes into operation in each firm as from 16 November 2005 or on the individual company's domestic settlement date where this differs from 16 November 2005 in accordance with an existing written house agreement to this effect.

### Honouring of Agreements

#### Summary

- Sets out the commitment made by both parties to honour all provisions of the National Agreement

#### 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

- Offers assurance that although the National Agreement is not legally binding, both parties are committed to honouring its provisions
- Either party can ask the other to intervene in the event that officials or members of the other party refuse to, or fail to, honour any of the provisions of the Agreement

- 1 This Agreement, although not legally enforceable, has been entered into freely by the parties, and is intended to be binding in honour. The parties therefore accept that their respective members and officials will honour all provisions of this Agreement, and undertake to ensure that this requirement is observed at national, branch, chapel and company level.

### 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

- 2 (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

- 3 (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.

## Dignity at work

### Summary

- Sets 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

- 4 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 up with the objective of preventing all forms of harassment at the workplace and are applicable to all companies and employees at every level.

### Equal opportunities

- 5 (a) The parties to this Agreement are committed to the development of positive policies to promote equal opportunities in employment regardless of workers' age, sex, sexual orientation, disability, marital status, creed, colour, race or ethnic origins. This principle will apply in respect of all conditions of work.
- (b) The parties to this agreement wish to draw to the attention of all BPIF member companies and Amicus GPM Sector chapels a commitment to non-discrimination on grounds of sexual orientation.
- (c) Same sex partners already have rights under the Employment Relations Act.
- (d) BPIF member companies are encouraged to see that occupational pension schemes and parental leave rights provide for same sex partners.
- (e) Where companies offer paternity leave they are also encouraged to extend it to same sex partners.
- (f) This does not affect an employee's statutory maternity rights.

- (g) Attention is drawn to legislation on equal pay as contained in the Equal Pay Act 1970 and the Equal Pay (Amendment) Regulations 1983 which provides the right for women to claim equal pay with men when employed on work of the same or broadly similar nature, and for employees to claim equal pay for work of equal value with members of the opposite sex employed by the same (or associate) employer under common terms and conditions of employment.
- (h) Attention is also drawn to the provisions of the Disability Discrimination Act 1995 under which it is unlawful to treat a disabled employee (or disabled job applicant) less favourably than any others without justification for a reason which relates to that person's disability.
- (i) The parties agree to draw opportunities for training and promotion to the attention of all eligible employees, and to inform all employees of this Agreement on equal opportunity.
- (j) Where any employee considers that he or she is suffering from unequal treatment on the grounds of sex, marital status, creed, colour, race or ethnic origins, and this cannot be resolved at local level, the matter will be subject of the provisions of the disputes procedures.

## **Definitions**

- 6 (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**

- 7 (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**

- 8 (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.

## 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

- 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

- 9 (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, which are available at [www.informationcommissioner.gov.uk](http://www.informationcommissioner.gov.uk). Further guidance is also contained in the BPIF/Amicus GPM Sector Code of Practice (see *Privacy at work*)

## 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

### Objective(s) 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

- 10 (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 and 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 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 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.

## Efficiency and productivity

### Summary

- Sets out the commitment made by both parties to reduce costs, improve performance and assist in maintaining employment.

### Objective(s) addressed

- Improving productivity and profitability

### Benefits

- Full and effective deployment of people, plant and equipment
- New technology to be used to its full potential
- Management and chapel representatives to co-operate fully in relation to necessary changes

- 11 (a) The parties to this Agreement are willingly committed to implementing action and change which will enable individual firms to reduce unit costs, improve their performance and competitiveness in domestic and international markets, and assist in maintaining employment.

To this end it is agreed that:

- (i) the industry's workforce, plant and equipment will be deployed fully and effectively, in order to increase efficiency, provide a quick and flexible response to customers' requirements, and improve profitability.
- (ii) increases in efficiency and the reduction of unit costs will be achieved through genuine efforts being made at individual company level including the introduction and use of new technology to its full potential.

(iii) management and chapel representatives will co-operate fully in identifying, discussing and implementing any changes necessary to achieve increased output and lower unit costs through the most effective use of people, materials and machines.

Co-operation between managements and chapels will be encouraged and supported at regional, sectional and national levels of the BPIF and branch, regional and national levels of the Amicus GPM Sector.

(b) The parties agree that the national provisions on efficiency and productivity will be applied locally.

## 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 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

12 (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.

# Manning

## Summary

- States that manning arrangements are not specified in the Agreement, but must vary according to machine, product and technological developments

## Objective(s) addressed

- Improving productivity and profitability

## Benefits

- Need to establish efficient manning levels agreed, particularly where new or amended equipment introduced that can be run with less people
- Manning levels can be determined on a departmental basis to allow flexible deployment of people
- Disagreements over manning levels to be referred to the disputes and differences procedure

- 13 (a) This Agreement does not specify manning arrangements for any machine or equipment. Such arrangements must necessarily vary according to machine, product, and technological developments and take account of the ability of an individual company to compete in domestic or international markets. The parties affirm the need to jointly establish efficient manning levels which take account of these factors, particularly when companies invest in new equipment (or introduce modifications to existing equipment) which is capable of being run with a lower complement of people.
- (b) Whenever appropriate, such arrangements should provide scope for manning levels to be determined on a departmental basis, so that Amicus GPM Sector members can be deployed flexibly between machines and equipment in order to reduce downtime and meet variations in production and customer requirements. It is accepted that the purpose of departmental manning arrangements is to make the most efficient use of machines and equipment, and to cover holidays, sickness and other absences.
- (c) If difficulties arise over manning which cannot be resolved at local level, the matter will be subject to the provisions of the disputes procedure. In the case of new or amended machinery or equipment attention is drawn to the machine inspection and classification agreement, which will apply where there is failure to agree upon manning arrangements locally.

## Flexibility of Labour

### Summary

- Provides full flexibility of working between all occupations subject to suitable training and necessary health and safety requirements

### Objective(s) addressed

- Improving productivity and profitability

### Benefits

- Employees to be suitably trained in order to work flexibly and safely between occupations
- Optimum deployment of skilled people to match changes in production requirements
- Demarcation lines eliminated
- Amicus GPM Sector members assist in training their colleagues
- Machine crews share all tasks and work as a team
- Machine crews take all practical steps to achieve full machine utilisation, with reduced crewing in the event of crew members being called away or being absent.

- 14 (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 which 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.

## **Changes in working practices**

15 No person shall be made redundant as a direct result of the implementation of clauses 11, 12, 13 and 14 above.

## **Integrated press rooms**

### **Summary**

- Provides for the negotiation of agreements that provide for a totally skilled and flexible press room workforce

### **Objective(s) addressed**

- Improving productivity and profitability

### **Benefits**

- Machine assistants and other employees with suitable experience able to be trained to skilled occupations
- All press room employees are fully flexible and can undertake any task

16 Agreements may be negotiated locally which provide for a totally skilled and flexible workforce across press rooms.

The BPIF and the Amicus GPM Sector confirm that the following enabling clauses should apply to the introduction of integrated press rooms.

- (a) In the first instance an integrated press room should seek to maximise job opportunities, and no existing employee will be made redundant as a direct result of the implementation of these clauses.
- (b) Retrainees will normally be drawn from current machine assistants. Other employees with suitable experience may also qualify.
- (c) The standards to be attained are those which are necessary to enable employees to achieve the appropriate National Vocational Qualifications. Progress of trainees will be monitored jointly by management and chapel representatives.
- (d) An integrated press room agreement will not be used to detrimentally affect the future recruitment of unemployed printers or young people.
- (e) If at any time during the period of retraining there is no possibility of a person achieving the required standards, the company shall endeavour to find that person alternative employment.
- (f) In the event of redundancies being necessary after an integrated press room has been established negotiations will take place with chapel officials. In the event of disagreement the disputes procedure will apply.
- (g) These clauses shall not disturb existing agreements on integrated press rooms which provide more flexible working arrangements than those contained in this agreement.

## Redundancies and business transfers (TUPE)

### 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 business transfers*)

### 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

- 17 (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*).

## **Access to new employees, facilities, time off for training and time off for trade union activities**

### **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**

- 18 (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**

- 19 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***

- 20 (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***

- 21 (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***

- 22 (a) Both parties recognise the positive role that union learning representatives can play in encouraging employees to participate in 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 a union learning representative.

## **Facilities**

- 23 (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**

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

## **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

- 25 (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.

## Health and safety

### Summary

- Draws attention to requirements of Health and Safety at Work Act
- Supported by guidance in the BPIF/Amicus GPM Sector Code of Practice (see section on *Health and Safety*)

### Objective(s) addressed

- Protecting the health and welfare of employees

### Benefits

- Sets out responsibilities of employers to provide and maintain a healthy and safe working environment, to undertake risk assessments, and to provide necessary training and supervision to ensure the health and safety of employees
- Provides guidance to employers on best practice in health and safety management

- 26 (a) The parties agree that the provision of a healthy and safe working environment is a vital aspect of the industry's activities.
- (b) Attention is drawn to the Health and Safety at Work 1974 Act and the Management of Health and Safety at Work Regulations 1999, which place a responsibility on employers to provide and maintain healthy and safe working conditions and to undertake assessments of the risk to which employees may be exposed, and on employees to take reasonable care for the health and safety of themselves and of other persons

who may be affected by their acts and omissions at work. The Act requires employers to provide such information, instruction, training and supervision as is necessary to ensure, so far as is reasonably practicable, the health and safety of all employees including temporary and agency workers.

- (c) The BPIF and Amicus GPM Sector have produced joint guidelines on good health and safety management. These are set out in the BPIF/Amicus GPM Sector Code of Practice (see section headed *Health and Safety*). The BPIF also recommends that all its members obtain copies of all relevant Health and Safety Executive Printing Industry Advisory Committee (PIAC) publications together with BPIF and HSE guidance, and endeavour to implement the guidance contained within those publications, in consultation with Chapel representatives. Particular attention is drawn to *The Printers' Guide to Health and Safety* (PIAC publication) second edition published in 2002.

## 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

- 27 (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

28 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.

#### **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.

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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) =  $S^2D$  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:

$$I = 2 \times 2 \times 10 = 40$$

Worker with four periods of absence totalling 10 days:

$$I = 4 \times 4 \times 10 = 160$$

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

- (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)

## Preparing 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

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

29 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 Industry 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

- 30 (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.

## Bereavement leave

### Summary

- Provides an entitlement to paid bereavement leave and defines the criteria for eligibility for this

### Objective(s) addressed

- Ensuring fairness of treatment in the workplace

### Benefits

- Avoids any risk of argument over amount of time off to be given at times when employees are upset and under stress
- Demonstrates compassionate approach on part of company and provides employees with opportunity for privacy at a time of grief and personal loss

- 31 It is recognised that an employee may need leave of absence due to the death of a spouse (including common law relationships established as next of kin), child, brother, sister, parent, legal guardian or mother/father in-law. In these circumstances, an employee will be allowed up to three working days (or shifts) paid bereavement leave, subject to notifying his/her employer as soon as practicable to receive permission which will not be unreasonably withheld.

## 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 puposes

### 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

- 32 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).

## Notice

### Summary

- Defines entitlements to notice in the event of termination of employment

### Objective(s) addressed

- Assisting employees to adapt to changes affecting their employment

### Benefits

- Clarifies notice to be given by employer and by employee

33 During the first four weeks of employment, not less than one day's notice of termination shall be given by the employer or by the employee. Notice must be given at or before the time for finishing work on one day to take effect at the time for finishing work on the next, irrespective of the length of the working day. Unless this requirement is met on the penultimate day of the fourth week of employment, two week's notice of termination shall be given.

Where the period of employment exceeds four weeks\*:

(a) the notice required to be given by an employee to terminate it shall be two weeks'.

*\* It is accepted that where agreements in the London Area have established additional contractual rights in respect of individuals already employed in the industry these rights shall not be disturbed by this Agreement.*

(b) the notice required to be given by an employer to terminate it shall be:

- two week's notice in the case of an employee whose continuous period of employment is less than two years
- in the case of an employee whose continuous period of employment is two years or more, one week's notice for each year of service up to a maximum of twelve week's notice.

(c) no worker shall accept suspension during any part of a working day, departmental breakdowns excepted.

## Machine classifications

### 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***

- 34 (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***

- 35 (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.

## Disputes and differences

### Summary

- Sets out procedure for handling disputes and differences that cannot be resolved at company level, which can be activated by either the company or the chapel.

### Objective(s) addressed

- Providing a means for resolving disputes and differences.

### Benefits

- 'Status quo' position applying before issue put into procedure to continue until procedure exhausted
- No hostile action to be taken by either party until procedure exhausted
- Two levels of external involvement available – branch/regional and national – if differences not resolved at company level
- Time limits set out for each stage
- Brings in advice from experienced BPIF and Amicus GPM Sector officials to assist in resolving problems
- Independent guidance available if both parties agree to seek this

36 The parties reaffirm their commitment to deal with disputes and differences through the agreed procedures.

### General principles

- 37 (a) The spirit and intention of this Agreement is to establish a relationship of mutual trust and confidence between the BPIF, member companies, the Amicus GPM Sector and employees and to ensure that disputes are kept to a minimum.
- (b) In any case of dispute or difference of opinion between management and Amicus GPM Sector members or between regional or national bodies, whether arising as to the meaning, operation or construction of agreements or in relation thereto, or for any other reason, the matter shall be settled in accordance with the procedures set out in paragraph 38 below.
- (c) When disputes or differences arise, they shall be settled in an orderly manner and shall be dealt with as quickly as possible, and the parties undertake to use their best endeavours to reach agreement at the earliest possible stage in the procedure.
- (d) In the event of any dispute or difference arising which cannot immediately be resolved then whatever agreement or, in the absence of such an agreement, practice which existed prior to the difference shall continue to operate pending a settlement or until the agreed procedure has been exhausted.
- (e) No hostile action shall be taken by any party while the dispute or difference is being investigated or until the procedures set out in paragraphs 38 (a) to (d) have been exhausted.
- (f) Where a difference exists as to the classification or manning of new or amended machinery which is not covered by the BPIF/ Amicus GPM Sector national agreement, the parties may arrange a joint inspection in accordance with the procedure set out in paragraph 35 above.

- (g) Where a dispute or difference has not been resolved at any level of the procedure within the time limits provided, either party will have the right to progress the matter to the next procedural level, (for conditions applying to independent guidance see paragraph 38(e)).
- (h) The parties have considered the particular difficulties which arise in relation to intra-union disputes which adversely affect the operating of a company caught up in that dispute. The general principle that disputes should be settled in an orderly manner and as quickly as possible applies equally to intra-union disputes.

### ***Disputes and differences procedure***

#### **House level**

- 38 (a) A difficulty involving an individual employee will normally be raised by him/her with the overseer (or other representative of management) or vice versa, directly or through the FOC/MOC as appropriate.
- (b) Any dispute or difference which has not been settled under paragraph (a) within five working days, or which concerns a group of employees or an important principle will be dealt with by the overseer (or other representative of management) with the chapel officer concerned.

#### **Branch/Regional level**

- (c) Any dispute or difference which has not been settled under paragraph (b) within a further five working days shall be discussed between a senior representative(s) of management and the BPIF Regional official on the one hand and the chapel officer(s) and union Branch official (who may involve Regional officials) on the other, with a view to settling the problem.

#### **National level**

- (d) Should the problem not be resolved within 21 days through the operation of the procedures provided under paragraph (c) above, either party shall have the right to immediately refer the problem to the national offices of the BPIF and the Amicus GPM Sector (and where appropriate to the national offices of any other union involved in the problem) the officials of which shall seek to find an acceptable solution.

#### **Independent guidance**

- (e) Failing agreement by the means provided in paragraphs (a), (b), (c) and (d), the matter may within a further 21 days be referred to a joint panel of the BPIF on the one side and the Amicus GPM Sector (and any other union concerned) on the other, with the independent chairman agreed by both sides who shall guide and advise the panel and assist them to resolve the dispute. The panel shall determine a solution to the matter, which will be communicated to the parties in the form of a ruling which shall be binding.
- (f) Where any matter is referred to independent guidance, the parties shall, in advance of any hearing at this level, seek to agree terms of reference within which the panel will determine a solution to the matter. Where this is not possible, a preliminary meeting with the independent chairperson may be necessary, at which the chairman shall assist the parties to formulate agreed terms of reference.

#### **Time limits**

- (g) Where circumstances make it necessary, the time limits contained in paragraphs (b), (c), (d) and (e) above may be varied but this shall only be done by mutual agreement between the parties concerned and every effort shall be made to progress disputes and differences as quickly as possible.

## **Period of Agreement**

39 This Agreement is subject to three months' notice of termination by either party and is terminable not earlier than 23 April 2006.

## PART 2 - NATIONALLY AGREED WAGE INCREASES

### Summary

- Sets out the wage increases due in the year covered by the current National Agreement, together with the new nationally agreed rates that result from the application of these

### Objective(s) addressed

- Ensuring fairness of treatment in the workplace

### Benefits

- Enables application of national wage increases and minimum grade rates

### A Application

The wage increases payable under this Agreement will be implemented on 24 April 2005, or on the individual company's domestic settlement date where this differs from 24 April 2005 in accordance with an existing written house agreement to this effect.

### B Adults

The following cash increases for full-time adult employees will be added to existing grade rates applicable at house level, and will be calculable for shift and overtime payments:

	Increase
Craft/Class I	£7.50
Class II	£6.75
Class III	£6.15
Small offset	£6.15

Proportional amounts are payable to learners and are shown below under F.

### C National Minimum Grade Rates

It is agreed that with effect from 24 April 2005, the following National Minimum Grade Rates will be established in the National Agreement.

(a) Craft/Class I	£256.28
Class II	£231.56
Class III	£217.86

- (b) The above National Minimum Grade Rates are payable to regular and temporary\* full-time adult employees and are accountable for shift and overtime calculations. In the case of part-time\* employees the minimum grade rate will apply pro rata to the hours which they work.
- Employees aged 18 or over, joining a company with no previous relevant experience in the industry shall receive the probationers rate of 12 weeks at 75% of the Class III national minimum grade rate.

### Minimum Earnings Guarantee

The resulting rates of pay shall be subject to an overall provision that no adult employee covered by this Agreement shall earn less than the Minimum Earnings Guarantee (excluding overtime) of £225.59 for a full standard working week. In the case of adult part-time employees covered by this Agreement, the Minimum Earnings Guarantee shall apply pro rata to the contractual hours worked, excluding overtime. The Minimum

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\* For conditions applicable to part-time and temporary employees see Part 5 of this Agreement

Earnings Guarantee is not accountable for shift or overtime payments, and does not apply to apprentices, trainees, learners, or probationers.

The Minimum Earnings Guarantee will increase in future by whatever national increase is applied to the Class III Minimum Grade Rate.

**D Apprentice and trainee rates of pay**

Age at date of commencement of apprenticeship	% of Minimum Grade Rate	Apprentice wage rate from 24 April 2005
Under 20	50%	£ 128.14
20 and over	80%	£ 205.02

In accordance with the legislation on the national minimum wage, apprentices aged under 20 who are in the second year of their apprenticeship must by law receive the national minimum ‘development’ rate or above. From October 2004 this has risen to £4.10 per hour (equivalent to £153.75 for a standard 37.5 hour working week). This rate will rise in accordance with legislation.

Qualification	% of Minimum Grade Rate	Apprentice wage rate from 24 April 2005
NVQ Level 2	85%	£ 217.84

*Note: Apprentices under 20 are exempt from the national minimum wage legislation during the first twelve months of their training.*

- (a) In companies where it is only possible for an apprentice to achieve a Level 2 NVQ, the qualified craft rate will apply when this is achieved. In all other cases the qualified craft rate will apply when the apprentice has achieved a Level 3 NVQ and a qualification certificate has been awarded.
- (b) Apprentices who have achieved a Level 2 NVQ and have been awarded a qualification certificate will receive 85% of the Craft/Class I Minimum Grade Rate. Circumstances may arise where it is not possible for a trainee to achieve a Level 2 NVQ in origination, because the employing company is not involved in planning and platemaking. In these circumstances, companies and chapels, in consultation with the training co-ordinator, will agree the appropriate stage in the training programme at which the trainee will receive 85% of the Craft/Class I minimum grade rate, which would have been payable if the NVQ Level 2 had been achieved.
- (c) New entrant apprentices under 20 years of age commencing employment during the lifetime of the 2005 National Agreement will be paid 50% of the Craft/Class I Minimum Grade Rate.
- (d) New entrant apprentices aged 20 and over, commencing employment during the lifetime of the 2005 National Agreement shall be paid 80% of the Craft/Class I Minimum Grade Rate.
- (e) Existing Amicus GPM Sector members undergoing further training in house will be paid at the rate for the work which they are already qualified until they satisfactorily complete their training, when they will qualify for the rate of their new classification.

- (f) Where unemployed Amicus GPM Sector members secure employment and undertake retraining they will receive the Minimum Grade Rate of their previous occupation in the industry pending achievement of the appropriate NVQ standard.
- (g) Companies and chapels will agree intermediate payments between the levels of payment set out above. The intermediate payments will be set at appropriate stages of completed training in accordance with the apprentice's personal development plan. In determining the appropriate stages for payment, managements and chapels may wish to seek guidance from the apprentice's training co-ordinator. There shall be no unreasonable delay in carrying out the assessment of trainees nor in the application of any agreed intermediate payments made as NVQ units are achieved.
- (h) Existing Amicus GPM Sector members undergoing further training or retraining will be paid at the rate for the work for which they are already qualified until they satisfactorily complete their training, when they will qualify for the rate for their new work.
- (i) These clauses shall not disturb arrangements established in 1993 at house level for trainee rates of pay which provide more favourable terms and conditions than those set out in this Agreement.

**E Learners**

Learners commencing employment during the lifetime of the 2005/06 National Agreement will receive the following cash increases:

- (a) Print finishers, machine assistants and small offset learners:

Age	% of Class III MGR	Increase from 24 April 2005	Minimum rate from 24 April 2005
16*	50%	£3.07	£108.93
16 1/2	55%	£3.38	£119.82
17	60%	£3.69	£130.72
17 1/2	67.5%	£4.16	£147.06
18 and over	100%	£6.15	£217.86
Small Offset 18 and over	100% of Class II	£6.75	£231.56

*\* In accordance with the legislation on the national minimum wage, 16 and 17 year old learners (above compulsory school leaving age) must by law receive the 'young workers' rate or above. From Oct 2004 this has risen to £3.00 per hour (equivalent to £112.50 for a standard 37.5 hour working week). This rate will rise in accordance with legislation.*

- (b) Employees aged 18 and over joining a company with no previous relevant experience in the industry, shall serve a probationary period of 12 weeks at 75% of the Class III minimum grade rate\*\*.

*\*\*This probationary rate requires consideration in regard to the national minimum wage. The probationary rate is currently above the national minimum wage 'development rate' (for workers aged 18 - 21 inclusive). However, it does fall below the 'adult' rate (for workers aged 22 and over). Therefore, in accordance with the legislation on the national minimum wage, learners aged 22 and over must by law receive the 'adult' rate or above. From October 2004 this has risen to £4.85 per hour (equivalent to £181.88 for a standard 37.5 hour working week). This rate will rise in accordance with legislation.*

*Further information on the national minimum wage can be found at: [www.dti.gov.uk/er/nmw](http://www.dti.gov.uk/er/nmw)*

NOTE: The minimum grade rate applicable to the age of the learner will in all cases be used for the calculation of shift and overtime premia.

#### **F Overnight allowances for transport drivers**

The parties to this Agreement recognise that a driver who makes an authorised overnight stop shall be reimbursed for reasonable lodging and meal expenses. Payment shall be determined locally and may be a flat allowance, reimbursement against receipts for expenditure incurred to specified limits, or any other local arrangement.

## PART 3 - HOLIDAYS AGREEMENT

### Summary

- Sets out arrangements for accruing and taking annual holiday entitlement, and the total holiday entitlement due in a full year.
- 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
- Set out rights of employer to determine holiday dates, whilst making every effort to take account of the wishes of individual employees
- Sets out the total entitlement in relation to bank holidays and the payments due for working on a bank holiday

### Objective(s) addressed

- Ensuring fairness of treatment in the workplace

### Benefits

- Enables calculation and application of nationally-agreed annual and bank holiday entitlements
- 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.

## 1 Annual holidays

- (a) The National Agreement does not disturb the existing arrangements covering annual holidays as already established in each company.

*Note: Annual holiday entitlement under this Agreement for a complete year of continuous service is five weeks and one day. Where better conditions obtain at house level, these will stand.*

- (b) Holiday accrues from the first week of employment provided that the service with the employer is not less than four consecutive weeks. The holiday taking year is that which is established in each company.
- (c) Each employee shall accrue annual holiday entitlement at the rate of 0.5 days for each full week of service. Employees who leave their employment are entitled to receive payment in-lieu of annual holiday accrued but not taken.
- (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 1 (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.
- (h) Where casual employees are paid extra rates that are specifically, by written or other mutual agreement, given in lieu of annual holidays, they shall not be entitled to the allowances referred to above.
- (i) The parties reaffirm the employers' right to determine holiday dates in accordance with the needs of production and that the final decision on allocating annual holiday periods rests with the employer. However, where production requirements permit, every effort should be made to meet the wishes of individual employees in order that they may obtain full benefit from annual holidays.
- (j) Annual holiday may be allocated to coincide with Bank Holidays and factory close-downs may be arranged (for example, between Christmas and New Year). Only those days which are not Bank Holidays count against the annual holiday entitlement.
- (k) It is agreed that action should be taken in each house to ensure that wherever possible additional costs are not incurred and customer service is not disrupted by the taking of holidays. To this end the parties to this Agreement urge managements and chapels to co-operate in measures designed to provide cover and maintain full production.
- (l) Where an employee is absent through sickness, no deduction is made from the annual holiday (or from payment in lieu) for absences of up to 13 consecutive weeks. After this time, no further holiday is accrued during the period of sickness, save as provided for in clause 1 (n) below.
- (m) Where an employee takes statutory maternity leave, there shall be no deduction from the annual holiday, (or from payment in lieu), for the first 26 consecutive weeks of maternity absence. After this period, no further holiday is accrued during the maternity absence save as provided for in clause 1(n) below.

### **Legal holiday entitlement**

- (n) Under the Working Time Regulations employees are entitled to receive four weeks' paid holiday in each leave year, commencing from their first day of employment calculated on one twelfth of the annual holiday for each month worked rounded to the nearest half day. This legal entitlement includes bank holidays and applies regardless of any period of sickness absence or maternity leave. It should be noted that the statutory holiday entitlement must be taken in the leave year concerned, that there is no provision for such leave to be carried over to the following year and that no aspect of this Agreement affects an individual's statutory rights under the Regulations.

## **2 Bank holidays**

- (a) Members shall be entitled to the following Bank Holidays, at their normal wage: Christmas Day, Boxing Day, New Year's Day, Good Friday, Easter Monday, May Day, Spring and Late Summer and any National Holidays declared as such by Royal Proclamation. These Holidays may be varied in accordance with national or established local custom. When Christmas Day, Boxing day or New Year's Day falls on a Saturday or Sunday the member shall be entitled to a day in lieu.

An employee absent without permission on the working day before or after a Bank Holiday loses qualification for the Holiday unless there is certified sickness or proof of other serious and unavoidable domestic emergency. Qualification for payment for the Bank Holiday shall also be lost where the continuous period of certified sickness absence, prior to the Holiday, exceeds 13 weeks.

- (b) Employees on night shift of four nights Monday to Thursday shall receive a night off on Easter Monday, MayDay, the Spring Bank Holiday and the late Summer Bank Holiday. Employees on night shift of four nights Tuesday to Friday shall receive a night off on Good Friday and a substitute night off in lieu of May Day, the Spring Bank Holiday and the late Summer Bank Holiday (but not Easter Monday). This equalises the Bank Holiday entitlements of both Monday to Thursday and Tuesday to Friday night shift workers. In either case, employees shall be entitled to the following nights off when they fall on nights normally worked: Christmas Day, Boxing Day, the New Year's Holiday (see Clause 2(c)), or other National Holiday declared by Royal Proclamation; when these holidays occur on what is normally a non-working night, a substitute night or nights shall be granted.

The day shall be fixed after consulting the wishes of the worker or workers concerned, but it is recognised that in cases of difficulty which persist after there has been full consultation, the employer must make the final decision.

- (c) In the case of night workers the New Year's Holiday will normally be the shift of the night of 31 December. In these circumstances work will recommence at the normal time of starting on the night of 1 January at normal night work rates. The New Year holiday shall be one night only.
- (d) An employee who has been in a firm's employment immediately before a Bank Holiday and continues in employment after the holiday shall be entitled to payment for the holiday provided that he/she is not in receipt of a specific casual rate and has not already received pay from a previous employer in respect of the holiday in question. Casual employees, irrespective of whether they are in receipt of a specific casual extra, and whether or not they continue to be employed after a Bank Holiday, who have in each of the immediately preceding four weeks been on the pay-roll on the day of the week corresponding to that on which a Holiday occurs, shall be entitled to payment for the Holiday at their usual wage.
- (e) An employee working on a Holiday shall be paid at the rate of double pay for Christmas Day and New Year's Day, the customary extra rates for Good Friday (with a minimum of time-and-a-half), and time-and-a-half for other Bank Holidays and National Holidays. In addition, the employee shall be entitled to a day's holiday, with pay at the rate of wage ordinarily received, in place of the holiday worked. The date of the substituted holiday shall be mutually agreed.

### **3 General**

Where the terms 'mutually arranged' or 'mutual agreement' are used in this Agreement they mean agreed between an employer and a majority of the employees concerned.

## **PART 4 - HOURS, OVERTIME, SHIFT WORKING AND FLEXIBLE WORKING**

### **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
- Ensuring implementation of workplace legislation and/or good employment practice

### **Benefits**

- Ensure compliance with Working Time Regulations
- 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 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
- Provides for balancing of time in the event of lateness, except in any instance where lateness occurs through no fault of the individual

### **1 Working time**

- (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).

### **2 Standard weekly hours**

- (a) The standard working week for employees in all departments working day, double day and night shift shall be 37.5 hours (or an average of 37.5 hours for a double day shift).
- (b) Hours of work shall be spread over the five days Monday to Friday, subject to provision for variation by house or local agreement to take account of house or local circumstances as the case may be.
- (c) The normal times of commencing and ceasing work and taking meals shall be mutually arranged to meet the requirements of each establishment. Existing practices as regards the day preceding the publication of newspapers shall not be prejudiced.

### **3 Flexible working**

- (a) The parties to this Agreement recognise their duties under the Flexible Working (Procedural Requirements) Regulations 2002 and the Flexible Working (Eligibility, Complaints and Remedies) Regulations 2002, to consider seriously requests from eligible employees for a change in their working time arrangements in order to care for a relevant child.
- (b) The parties reaffirm their commitment to deal with any disputes and differences arising under the above Regulations through the agreed procedures.

### **4 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 shiftwork 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.

### **5 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 shiftworking involves redundancies the normal period of notice of termination of employment at the shift rate shall apply, as specified under Clause 33 (Notice) of Part I of this Agreement. These notice periods for commencement and termination of shiftworking 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 shiftworking. 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.

## **6 Night shift**

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

## **7 Double-day shifts**

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

## **8 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, totaling 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.

## **9 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).

## **10 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.

## **11 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%.

## **12 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 5(d) 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.

## **13 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.

## **14 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.

## 15 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.

## 16 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.

## 17 Overtime

The working of reasonable overtime, as occasion arises, is accepted as a necessity to meet the production requirements of the industry\*.

### *Saturdays\*\**

In five-day houses when overtime is worked on Saturday morning the rate of pay shall be time-and-a-half for the first four hours; thereafter, double ordinary day time rate shall apply. Minimum payment shall be four hours at time-and-a-half. In other than five day houses existing agreements as to payment for overtime on Saturday shall continue.

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\* No unreasonable restrictions will be placed on overtime working and account shall be taken of special requirements or exigencies in individual companies.

\*\* Note interpretations 1(i), (j) and (k) of the House and Holidays Agreement which are contained in the separate reference document entitled 'Archived Clauses' held at the offices of the BPIF and Amicus GPM Sector

#### *Sundays – double ordinary time*

Work on Sundays is for a minimum of four hours unless the employee wishes to work for a shorter period in which case he or she is paid for the time actually worked. (See Interpretation 1(i) of the Hours & Holidays Agreement, contained in the archived document).

#### *Overtime during one day or night*

Overtime during any one day or night shall be paid for at the rate of time-and-a-half for the first five hours, double time to continue afterwards for any further period it may be necessary to work until a rest of eight hours can be given.

#### *Work commenced before ordinary time of starting*

Members required to commence work before the ordinary time of starting shall be paid at the rate of time-and-a-half until the usual hour of starting. Any member required to commence work before the ordinary time of starting shall be paid at the rate of double time for time worked between midnight and 5 am and at the rate of time-and-a-half for time worked from 5 am until the ordinary time of starting, and then ordinary day rates for the usual working hours that day. Members who are required to start work before the usual hour of starting and then work through the ordinary working hours of the day shall not be called upon to work unreasonable overtime at the end of the day.

Members called in to work on a Bank Holiday who are required to work overtime beyond normal working hours, shall be paid at the rate of time-and-a-half for the first five hours of overtime worked and double time thereafter. Overtime rates to be calculated on the appropriate premium rate for working the Bank Holiday. The length of the substituted day shall not be affected.

#### *Publications*

Regular overtime where required for publications shall in no case be withdrawn except after 14 day's notice.

#### *Working through meal times*

Members required to work through a recognised meal time shall be entitled to overtime pay at the rate of time-and-a-half for the period of meal time which they work.

### **18 Allowances for calls**

- (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).

*\* NOTE: The term "called" is defined as " contacted at home or at any location other than their work place, 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"*

## **19 Balancing time**

- (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.

## **20 London**

All references to the 'London agreement' which applied within a radius of fifteen miles of Charing Cross have been archived and are contained in a separate reference document entitled Archived Clauses held at BPIF and Amicus GPM Sector offices.

## **PART 5 - 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

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 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 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.

*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.*

- (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.

## **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 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 .*

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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.

## Signatories to National Agreement

This Agreement is effective from 16 November 2005 or on the individual company's domestic settlement date where this differs from 16 November 2005 in accordance with an existing written house agreement to this effect. The Agreement is signed below by representatives of the two parties

### On behalf of the BRITISH PRINTING INDUSTRIES FEDERATION



Ken Iddon  
Immediate Past President, BPIF



Stephen Clark  
Chairman, BPIF Partnership at Work Employers Panel

### On behalf of AMICUS GPM SECTOR



Tony Burke  
Assistant General Secretary



Mike Griffiths  
National Officer

# **BPIF/AMICUS GPM SECTOR CODE OF PRACTICE**

## **INTRODUCTION**

This Code of Practice seeks to set out best practice in conditions of employment and people management, rather than minimum entitlements. The introduction of the Code reflects the view of the BPIF and Amicus GPM Sector that companies and chapels must work together to achieve the highest possible standards in employment relations. 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 the new joint BPIF/Amicus GPM Sector Partnership Committee (see below) and will be augmented in the light of future developments affecting the industry. The BPIF and Amicus GPM Sector are committed to supporting and assisting their members to achieve the standards set out in the Code of Practice.

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## **1 LEARNING AND SKILLS**

### **Introduction**

Having the right skills in place, and in sufficient quantity, is key to improving company performance and maintaining competitiveness. All companies therefore need to identify the skills requirements of the business (both currently and into the future), having regard to the goals and targets set out in the company's business plan. This process is commonly known as training needs analysis. Companies should work with union learning representatives (see below) in ensuring that in so doing they also seek to address the learning needs of individuals, in order to improve productivity and employee job satisfaction and skills.

Having analysed these skill requirements, the next step is to develop and implement a plan to address these, a process known as manpower planning. Here also, companies should consult with union learning representatives, taking full account of their views and those of employees in drafting the manpower plan.

### **What is training needs analysis?**

Training needs analysis means looking at the implications of change in terms of the skills, the knowledge and the attitudes that currently exist within the individual, the department and the company. Training needs analysis is about identifying the 'gap' that exists and which will need to be bridged by training if the planned change is to be successful.

Business plans can provide a measure of the desired performance – for the whole company, for departments and for individuals. Where there is a need to change performance, consider the possibility that changing skills, knowledge or attitudes may affect performance. Ask the question "In this business, or department, or individual can I see any opportunity to contribute to the required change in performance by adding skill or knowledge or by modifying behaviour?" If the answer is yes, you may have discovered a training need.

## EXAMPLE

### *The Problem*

Work completed and passed through to production has been 10-15% below target. Investigation indicates that the shortfall is almost entirely due to bottlenecks in the guillotine section. It seems that there are only two operators trained to use this machine and it is not unusual for the machine to stand idle due to holiday or sickness absence.

### *Proposed Action*

At present only two of the department's seven operators are qualified on the guillotines. It is proposed that a further two operators in the department be trained as guillotine operators to increase flexibility and thereby prevent the machines standing idle when there is work waiting.

Skill: Two operators to be trained up to the appropriate NVQ Unit for guillotines.

Knowledge: Cutting requirements of the department to be built into the programme.

Attitudes: It is possible that there may be some resistance to the proposed change. The guillotine operators have tended to see themselves as something of an 'elite'. They may resent the proposed change. The department needs to foster the attitude that it is the departmental or team result that is most important.

### *Getting started...*

1. What do you believe to be the most important two or three things that should happen in your business over the next five years?

Think about such things as

Profitability

Products

Markets

Productivity

2. Select one of the above items and write down what you believe it will be essential to achieve over the next 18 months if the desired result is to be achieved over 5 years.

Try to be specific. Think about amounts

How much?

How many?

How quickly?

How soon?

Putting figures on things means that you can get a better feeling for what you are setting out to achieve.

3. Examine what you have written and consider whether there are people implications in what you want to achieve:

Will we need more people?

Will we need fewer people?

Will people be doing the same job?

If yes, will they need to change the way the jobs are done?

If no, what will the new jobs be?

4. Write down a list of the people changes that will be required and the implications of these changes in terms of:

Skill – new skills or additional skills.

Knowledge – of processes, products, procedures etc.

Attitude – do we need to change the way in which people behave?

This will not provide a fully formed training needs analysis, but the exercise does demonstrate the process by which we arrive at business related training plans.

### **What is a Union Learning Representative?**

A Union Learning Representative (ULR) is an employee who has been trained by his or her union to find out the learning needs and aspirations of union members, and advise them of learning opportunities available to them either within the company or externally (e.g. through local colleges or open learning programmes). They are also accessible to, and will support, non-members of the union if requested to do so by those individuals.

As peers, ULRs are able to build up the trust of their colleagues and employees will often admit their learning needs to a ULR in preference to their manager. This enables the Union Learning Representative to advise employers (without breaching confidentiality of their discussions with employees in any way) of learning needs that they might otherwise not necessarily be aware, including those in sensitive areas such as literacy and numeracy. They can help employers engage employees in training and retraining activities that are key to the future of the company, and they can provide employees with the information, support and encouragement necessary to update and acquire new skills. Many employers are now working closely with ULRs and greatly value the contribution they make to the business. As at October 2005, there are over 250 ULRs in the printing industry.

### **What is manpower planning?**

#### ***Introduction***

A critical factor in the success of any business is ensuring that they have the right skills available to them, in sufficient number, and at the right time. Businesses pay a heavy price for being over or under-staffed. Too few staff and a business can lose sales; deliver poor service to existing customers; put existing staff under pressure and reduce profits. Too many staff and a business becomes inefficient; wastes money; risks creating an inappropriate culture; and risks incurring redundancy costs. And even getting the numbers right is of little value if the skills mix of the workforce does not match the future requirements of the company.

Manpower planning involves forecasting the skills you will need in the future, and can help businesses manage or avoid many of these problems. It is essential to the efficient running of any organisation. Manpower planning goes beyond the immediate time horizon and ranges wider than the needs of individual departments: it seeks to determine medium to long-term skill requirements in the context of the entire organisation and how it will need to adapt in the period ahead.

Given that we are trying to achieve a holistic approach to managing change in terms of skills, training and staff levels, it would be fruitless to conduct such an exercise without taking into account the views of the existing workforce. Accordingly the new national Partnership At Work agreement urges BPIF member companies to work with the Amicus GPM Sector to jointly address skill shortages and gaps.

#### ***Identifying what is needed***

The best starting point is to understand where the business is now. Conduct a simple headline audit of the existing workforce to identify the likely forward risks or challenges and the number of new recruits needed to support planned growth. Amicus GPMS Union Learning Representatives can assist employers in this process and help employers to draw together necessary data.

Create a simple spreadsheet holding the following information that can be updated regularly:

- number of staff
- length of service
- skills, qualifications and experience
- ages / retirement profile / forthcoming maternity or paternity leave
- location of staff / travel to work profile
- miscellaneous information relevant to the business

**Analyse this basic data and flex it looking forward one, two and three years**

Adjust future years to take into account normal levels of staff turnover, retirements, planned staff movements, and the likely impact of technology. Reviewing existing staff turnover levels (the number of staff that leave in a normal year and require replacing) provides employers with a clear picture of how many new employees they will have to recruit to maintain the current level of output.

By monitoring labour turnover regularly (see below) a business has an approximate figure on which to base its recruitment and retention strategy.

**Tie in with the business plan**

In adjusting the manpower plan for future years tie the projections on staff to the business plan. The volume of sales targeted each year will give an indication of the number of employees needed to cope with the anticipated workload.

When looking at this equation take into account the volume of work that current employees can handle. For example, if the business intends to maintain the current level of turnover then it will probably need the same number of employees, unless there are productivity improvement plans (e.g. introducing new equipment or ways of working) that mean the same amount of work can be done with less people. If the business has aggressive sales growth targets it is likely that more staff will be required so the key questions are when are they needed, what skills must they have and how will they be absorbed by the company?

At this stage employees and their representatives should be consulted. They can often provide valuable insights into future production needs and customer requirements, and can help identify what type of skills will be needed to meet these and where these are likely to be needed.

**Acting on the plan: recruitment and retention**

Offering training and learning opportunities can improve recruitment and retention. Research shows that by offering training, employers increase the morale and ensure ‘buy-in’ from the workforce: in so doing employers can reduce absenteeism, reduce turnover and increase loyalty.

Acting on the information provided by a simple manpower plan is critical since it will help a business avoid many foreseeable problems. The key to acting is to establish an appropriate recruitment and retention strategy. There are a number of different ways of addressing existing or future skills and people requirements, including external recruitment. The various options include:

- Promoting or retraining internally – existing employees may already have the skills required to fill a gap which may result in the need for external recruitment only at an unskilled level (normally easier to achieve).
- Recruiting externally – if this is necessary identify the most suitable methods of finding employees for the type/s of job in question. This could be via an advert in the local/national press or other publication, recruitment agency, job centre or one of the many on-line job boards.

- Using temporary workers – depending on the skill required, or concern over whether the business needs the individual permanently, use a temporary or fixed-term employee for a period until the picture is clearer.
- Splitting the job into part time roles or job share – this provides a potentially different pool of employees to source from.
- Outsourcing some activities may be possible, although a cost benefit analysis should be always be undertaken prior to taking this course of action as it important to ensure that value for money is obtained, and the same standards, reliability and quality are maintained.

Again, it would be appropriate to consult with employee representatives during this process. They can help identify, given their close knowledge of the production process, which of the above methods would be most appropriate.

### ***In-house or agency recruitment?***

When recruiting new staff think carefully about whether to use an agency or undertake the recruitment process in-house.

There are advantages to either approach. The key advantage to using an agency is that it should have a better pool of potential employees to draw from and, properly briefed, they should be able to remove the hassle and time involved in sourcing suitable candidates. However if it is decided to recruit, the key is to be prepared. If sales projections indicate that production will increase at a certain time then begin the recruitment process ahead of this point to ensure new employees start at the right time. Always remember that the majority of new employees are likely to have to give notice to current employers. Moreover, never overlook the time it takes a new employee to become effective. Even when new employees have the right skills they will need inducting into their new role and time to settle before performing to full capacity.

Recruiting from within the organisation can save time and money. If properly planned, this method has the advantage that existing staff will already have a greater knowledge of the business than those recruited from outside and will require less induction, thereby saving the organisation time and money. This means that an organisation can adapt quickly to an increase in volume of production as staff will require less time to adapt to their new role.

This model also has added benefits for how other employees view the organisation. Staff are more likely to stay within an organisation if they can see a progression route from within. If staff regularly see external people filling vacancies, they will question the employer's commitment to the workforce for personal development and their loyalty may therefore be reduced.

### ***Retaining staff***

Retention of current effective employees is a key part of a manpower planning strategy. Keeping staff saves time and money on recruitment and ensures that relevant skills and, most importantly, experiences are readily available. There are many ways in which employers can retain employees – not all of which are to do with paying big salaries. Pay a fair rate for the job, provide suitable working conditions and a good positive culture, offer opportunities for employees to learn and develop, recognise good performance and deal with poor performance. It is a truism but well-motivated employees perform better and are more likely to remain with a business.

Where Amicus GPM Sector representatives are recognised they should be consulted in order to gain a better understanding of the needs and aspirations of the workforce, and to get their perspective on the impact of future changes on the production process and the business as a whole.

### ***Make training pay***

Well-trained, knowledgeable staff are a valuable resource for any business. Training can make a weak employee stronger and a good person excellent. An untrained employee can hold back or damage a business. By providing relevant training and development opportunities for current employees it is possible to develop them to take over key roles if an employee leaves or is promoted. When using training as a potential succession planning tool there is a need to be cautious. Always set realistic expectations with the individual, train and develop to fulfil the needs of the business and keep any promises made. By training and developing an employee to be competent in the skills and experience required for a different or more senior role, expectations are being set in the employee's mind. Failing to manage or satisfy these expectations could create dissatisfaction and result in a member of staff leaving.

A good way to keep training relevant and focused is to set SMART (specific, measurable, agreed, realistic and time limited) objectives. For instance doing a time management course 'to become more effective' is unlikely to achieve much, because there is no outcome to aim for. Doing the course 'with the objective of clearing my in-tray by the end of every day' will focus the trainee, both during and after the course. Most importantly keep training objectives in line with business objectives. A training plan is essential to define the structure and outcomes required. Training is not the panacea for every business problem. Before investing in training schemes, analyse what is really needed.

In addition, for a workforce training programme to be really effective employers need to think about the structure of their existing workforce. Employees need career progression pathways and employers must provide for the longer-term. By calculating where opportunities may arise, an employer can retain existing staff by offering training so that they can progress.

### ***Joint Working***

Remember, people respond best when things are done with them rather than done to them.

Appendix A sets out some of the issues that should be discussed with employees and their representatives.

It is essential that the employer and the employee representatives work on manpower planning together if the plan is to be successful. If both partners are able to reach a consensus on what is needed, the remainder of the workforce is more likely to buy into the plan - increasing the likelihood that it will be implemented successfully. Involving Amicus-GPM Sector FoC/MoCs and Union Learning Representatives from the very start of the planning process will serve to demonstrate to the entire workforce that you value their input and support.

## **APPENDIX A - ISSUES TO BE DISCUSSED WHEN PRODUCING A MANPOWER PLAN**

- Future skill requirements
  - Existing skills present within the company
  - Current vacancies and skills shortages
  - Anticipated changes in production requirements
  - Future skill gaps anticipated
  - Extent to which these can be sourced by training existing employees
  - Need for external recruitment and whether the skills needed are likely to be available in the labour market
  
- Existing workforce - training requirements
  - Training required to address future skill needs
  - Examining what training is available
  - Format of training, e.g. off site/on site; company's time/individual's time
  - How are individuals to be selected for training?
  - What is the impact on those not selected and how might this be alleviated?
  - Opportunities for those not selected to challenge/appeal against non-selection
  
- Recruitment and selection
  - Equal opportunities for all
  - Access to training
  - Selection criteria
  - Expectations of individuals
  
- Decisions affecting staffing
  - Skills mix required
  - Promotion opportunities
  - Staffing structures
  - Staffing levels

## APPENDIX B - LABOUR TURNOVER

No employer can ignore the labour turnover of his organisation. It is an indication of the health of the organisation; high or low labour turnover can be a warning signal of job satisfaction. There is a great expense if specialist people and people whom you have spent money training leave and they are hard to replace and cost money in loss of production through time re-training new staff and in overtime rates or make up for the loss of staff. Reducing labour turnover means reviewing and monitoring separation rates as these can show a need for introducing or improving training programmes, and reviewing pay and working conditions to make sure they are up to standard.

### Measuring labour turnover

(The number of employees leaving over a period of time as a percentage of average number of employees of the period of time).

#### FORMULA 1

Crude labour turnover separation rate

$$\frac{\text{Total number of leavers in a period}}{\text{Average number of persons employed in period}} \times 100$$

#### FORMULA 2

Quit separation rate

$$\frac{\text{Total number of voluntary leavers in a period}}{\text{Average numbers of persons employed in period}} \times 100$$

#### FORMULA 3

Long service stability index

$$\frac{\text{Total number of employees with 1 years service or more}}{\text{Average number of persons employed at start of period}} \times 100$$

#### FORMULA 4

Fringe turnover rate

$$\frac{\text{Number of employees joining and leaving within 1 year}}{\text{Average number of employees in one year}} \times 100$$

Used in conjunction with the separation rate, this shows how long experienced employees are staying with your business. Labour turnover differs for: -

- for sexes (higher for woman)
- for age groups (decreases with age)
- for workers with different lengths of service (decreases with length of service)
- with type of work (lower for skilled workers)
- with employment levels (economy)

**Case study - A commitment to lifelong learning and open communication – building up the business at BemroseBooth**



BemroseBooth provides specialist and secure print services for major corporations. Its customers include many of the UK's largest brands in retail, telecommunications, financial services, logistics and transportation. The company employs 850 people at three manufacturing sites in Derby, Hull and Teesside. In December 2003, the company was acquired by Appleton, a leading US-based producer of coated paper products.

Over the past 5 years the company has achieved growth in both its sales (currently around £65m) and profits through structuring itself within clear business areas focused on delivering quality products to niche markets and targeted customers. Many customers are blue chip such as Marks and Spencer, Capital One, Royal Mail, National Car Parks. Significant new business has been built up through its development into new market areas such as Pre-paid cards and Secure Mail and further growth is planned supported by considerable investment in people, equipment and emerging technologies such as RFID.

The company attributes much of its success to a continuing commitment to training and development across all its business operations. With seasonal variations in demand a constant feature of the business, employees understand and accept the need to work flexibly and move between different departments as the need arises. But in order for this to happen in practice, individuals must be trained in a range of different skills. In 2003, the company were re-accredited as an Investor in People, having first achieved the Standard in 2000. In her report, the independent assessor noted that: "individuals are encouraged to become multi-skilled so that they can be moved around as necessary and most people see the benefit of this. There were several examples of people who had been promoted within the company from the individuals interviewed. A lot of people have worked at the company for many years and there is a wealth of knowledge and expertise within the company which is willingly shared".

Training needs are identified through a Personal Development Review between each employee and his/her line manager. An annual training plan is then compiled for each individual, taking account of needs resulting from the Business Plan and the Personal Development Reviews. This includes identifying training needs arising from the introduction of new equipment or processes.

The company works closely with Amicus GPM Sector in relation to the training and development of employees and a Lifelong Learning Agreement is in place. The aims of this Agreement are to encourage employees in the company to participate in lifelong learning and to provide access to it. A Learning Partnership has been established with a steering committee comprising representatives from the company, the Amicus GPM Sector and the Local Learning and Skills Council (LLSC), and local colleges who are tasked with introducing, implementing and monitoring learning initiatives.

One of the Steering Committee's key tasks has been to establish a Workplace Learning Centre. Established in April 2004, the Centre is supported by £10,000 of initial funding, half from the Company and half from the LLSC and local colleges. The Centre takes the form of an on-site training facility with six workstations. Courses will be provided in a range of areas identified through a learning needs survey jointly conducted by the company and the Amicus GPM Sector. These include languages, IT, and job-related skills. The majority of learning is on line but the committee has built up relationships with local colleges to provide specialist training. The courses will be provided for workers on all shifts, with tutors coming into the company at appropriate times to allow this. Over 100 employees have expressed interest in taking up the courses, which are open to all employees. Both the company and the union see the Learning Centre as a vehicle to encourage employees to broaden their horizons: they are currently working with Business in the Community on a scheme to involve employees in helping with the activities of local schools. Chief Executive Graham Bennington describes the company's philosophy as one of "continually training and retraining in-house", adding "we spend a lot of money on training, so that we can make our people as adaptable and flexible as possible. We do everything we can to make sure our people can cope with changes in production requirements in an effort to try to avoid redundancies wherever possible"

The need to cope with seasonality has also required the introduction of other forms of workforce flexibility, in the form of temporary employment of additional people at peak production times – up to 100 extra staff in some instances. These arrangements are fully accepted by the chapel. The company recruits temporary workers directly rather than by using agencies. Unskilled positions are filled using an established bank of people available for temporary work who have been engaged by the company previously, while the local Amicus GPM Sector Branch assists when additional skilled people are needed on a temporary basis.

BemroseBooth have invested a great deal of time and effort in communication with its employees. The Chief Executive briefs the entire workforce every six months, taking questions afterwards on any subject relating to the business. Since not all employees are comfortable with asking questions in public, a form is available for people to put questions in writing afterwards if they prefer. Many do, and the company always makes sure that they get a reply. Every month a 'core brief' is produced setting out the state of the business and current issues it faces. A different member of the senior management team writes the brief each month – something that not only makes it easier to ensure it is produced regularly and on time, but which also provides different perspectives. This is then cascaded down through individual work teams, with line managers adding content relevant to their particular areas. According to FOC Steve Boddy: "this works very well and there is plenty of opportunity for upward communication too – we are encouraged to make criticisms of current arrangements and proposals for change if we're not happy with these". The company prefers face-to-face briefings to publishing newsletters. According to Graham Bennington: "good and open communications means saying things that you don't necessarily want published. We often share privileged information with our employees that we would not want set down in a newsletter or website because we are not yet ready to go public on it"

Performance improvement is a continuing challenge for BemroseBooth, as it strives to offer increased quality and service to its demanding customer base. A performance improvement specialist has recently been recruited and works closely with individual crews in developing targets for press operations. Effective and rigorous performance measurement also helps the company quantify the gains made as a result of improvements introduced as well as evaluating the returns on investment in equipment and training.

Employee reaction to the company's substantial investment in training and communications is very positive. Personal Development Reviews are considered to be effective and useful by individuals, who believe there is a real commitment to developing them to be effective in their jobs. Employees know a great deal about the business and are up to date on current concerns. Dialogue with Amicus GPM Sector is open and business-like and both sides see themselves as partners in building up the business. Membership is 100% in production areas: as Branch Training Manager David Jeffery says, "Relations with management are extremely good. Communication works well and the feedback they receive from our members brings clear benefits to the company". Employees take a great deal of pride in their work: far from resenting the company's focus on performance measurement and improvement, they have embraced the challenge of meeting demanding operating targets with enthusiasm. To a large extent this is the result of confidence on the part of employees that they have been well trained for the tasks they are asked to undertake, and that managers will be accessible and supportive when the pressure is on. Success in meeting tight timescales and producing high quality products is well publicised internally, and managers take time to thank individuals for their personal contribution to this. Employees describe the company as "a decent place to work" where peoples' interests are looked after. Staff turnover is very low, with many long serving employees who retain a keen interest in their work and an enthusiasm "to do a good job".

**Case study - Training and employee involvement opens the door to awesome customer service at Northend**



**Back Row - Left to right: Dorothy Betts, Strategic Development Manager; Steve Heald, Deputy FOC; Russell Morgan, Skills for Life Co-ordinator, Amicus GPM Sector; Nigel Stubley, Managing Director**

**Front Row - Left to Right: Tony Metcalfe, Branch Officer, Yorkshire, Tyne and Humber Branch, Amicus GPM Sector; Russell Beck, FOC**

Northend is a commercial printing company based in Sheffield. Established in 1889, it employs 56 people and has an annual turnover of £4.0 million.

The company's marketplace is highly competitive and characterised by rapid throughput of jobs. 50% of customers are local, and the company handles an average of 130 new jobs a week with an average turnaround of 4 days. Annual percentage increase in volume now outpaces the annual percentage increase in turnover, price deflation is running at 4%, and average job value is declining.

With a competitor base that Managing Director Nigel Stubley describes as "strong, well run by professionals and profitable", Northend cannot afford to simply sit back and hope for the best. In fact the company has an aggressive and dynamic strategy for building profitability, based on differentiating the services it offers through the calibre of the people it employs and the value they add to their customers. Northend is an Investor in People company and it is perhaps no surprise to learn that the active involvement and support of its employees has been crucial to the success of this strategy. The company also recognise the Graphical, Paper and Media Sector of Amicus and work with union representatives on site, who are involved in formulating and delivering the strategy.

Five strategic goals have been agreed:

- To become/remain the supplier of choice by surpassing customer expectations
- To generate cash, removing short-term debt and build the balance sheet through sustained profitability
- To adopt best practice in all areas
- To reduce the cost base and become more competitively priced as required
- To use best technology to add value to the client offering or to widen the product portfolio to existing clients

To develop the culture needed to support these strategic objectives, the company needed to have the right skills in place. Four strands of training and development activity were put in place to ensure that they did. These were:

- Customer service
- Leadership and management
- Training for new technology
- Process improvement and flexibility

The customer service training programme was termed 'Awesome customer service' and was delivered to groups of 10 employees at a time by John Fenton Training. Every single employee, including managers, took part in the one-day training programme and then attended an in-house half-day review three months later. The company's performance in relation to customer services is continually assessed using a range of measures, such as sales conversion, turnover, testimonials, complaints, and the extent to which any problems arising are resolved successfully and quickly.

The leadership and management development programme started with a six-month course made up of nine modules known as Measurable Management and this was delivered by McQuillan-Byrne. The first six are held fortnightly and involve off-site learning and exercises back in the workplace that examine different aspects of team leadership and management such as 'what do managers do?', problem solving, process flow, understanding different behaviours and continuous improvement. During the last three months of the course participants have to undertake three practical improvements within their companies – they then have to present on one of these at each of the last three monthly training sessions, covering the reasons why the improvement concerned was needed, the action taken and the evaluation of the result. All team leaders – including Number 1 printers – have now completed this programme.

Northend achieved Investors in People Leadership and Management Standard in 2004 (one of only about 65 companies in the Country) and this development is underpinned by a clear and published set of standards of excellence for team leaders and managers. Northend expect them to demonstrate, by their behaviour, that they support the purpose, aims and objectives of the Business and to put in place whatever actions are needed to meet them. These include, among others, providing the energy and direction to get the important work done, planning effectively and motivating other team members, communicating clear objectives and standards, delegating tasks where possible, being fair and consistent, giving praise and credit where it is due, and continually looking for ways to develop self-knowledge and experience.

Northend expects its managers to set an example to their teams by 'living and working' to a number of key company values, including showing real care and concern for customers, being consistent and fair, showing respect for others, demonstrating trust in colleagues, encouraging and empowering team members, and ensuring that the company is an open and honest place to work, where issues are confronted and resolved in a constructive manner with timely feedback given to those raising issues. As Dorothy Betts, Strategic Development Manager, puts it "we want fewer managers and more leaders"

The need for process improvement led to the engagement of Vision in Print (ViP) – the print industry forum - to help the company 'work smarter rather than harder'. Northend enrolled on ViP's Masterclass programme and over a period of six months a team of seven employees, made up of people from all areas of the company, learnt

best practice and lean tools and techniques. These have not only brought measurable improvements to make-ready and running speeds but have sown the seeds for a culture of continuous improvement. Given the company's focus on improved customer service, a key area for examination was the improvement of administration processes, directed at defining a more efficient and effective admin workflow that would enable an improved service to be offered to clients. A ViP Change Cycle Programme was also undertaken by a team of six, led by a senior manager and again including staff from a different area of the company. The stages involved in getting a job estimated, booked in and approved for print were reviewed, with blockages that held these processes up identified and addressed, resulting in a minimum of three hours saved from estimate to plate.

Technical training is significant and includes training on colour management and preventative maintenance. One of the company's two apprentices has recently qualified, and now works with the company as a qualified operator. The other is nearing qualification. The significant investment in training made by Northend - currently running at £24K per annum actually paid out but considerably more if time were included - was duly recognised by the local business community in 2004 when they received the Training Company of the Year award in the Sheffield Business Awards. For MD Nigel Stubbley, it's money well invested: "our spend on training gives us a clear return on our bottom line through improved press utilisation and customer service" he notes. The content of the company's training programmes is, he adds, "largely driven by employees themselves through the improvement teams we have established". Stubbley has no time for companies who do not listen to their own employees, emphasising that: "if someone comes to me and wants me to do something, I want them to tell me why, I don't send them away. And if what they want to do is sound, I want them to be able to get on with it"

Learning from others is seen as vital to the growth of the company. Dorothy Betts - herself a graduate of the BPIF's Professional Certificate in Management Programme - emphasises the importance of tapping into the experience of Vision in Print's engineers, as well as learning from visits to other companies. She also adds that the company consider it important for chapel representatives to become involved in the wider work of the union - something that " gives then an insight into how other companies work". Steve Heald agrees " some people only know how things happen here at Northend. Since I have been mixing with people in other companies, I'm amazed at how different I feel about my job here" But both agree that employees can also learn much from each other within the company, and a voluntary programme is in operation at Northend known as the Decathlon, whereby employees can spend time in 10 different areas in order to broaden their knowledge of the company's operations.

Good communication is key to ensuring ownership by all employees of the change initiatives the company has been pushing forward. Regular team briefings - focusing on operations, performance, financial results and quality - are supplemented by quarterly briefings from Nigel Stubbley. The company's customer service and lean manufacturing improvement programmes are supported by cross-functional teams, where people who do not normally work closely together are encouraged to share ideas and exchange information and experience. However the company also believes that employees should share the results of the company's success in a tangible way and a profit share scheme is in place that pays out a bonus to all employees for above budget performance.

Tapping into the ideas and initiative of the workforce as a whole is central to the delivery of best practice and high quality standards. As Dorothy Betts stresses: "It's all about mutual respect and taking the time to listen to people. Managers here understand that they do not have a monopoly on good ideas and we are not afraid to make our employees aware of this. We strive to be open in all our communications, and we expect our people to be open with us. Our principle is that as long as you show respect, you can say pretty much anything you like to a manager here"

Tony Metcalfe, Branch Officer for the Yorkshire, Tyne and Humber Branch of Amicus GPM Sector agrees: "Northend is a company that cuts across the traditional divide between management and workforce. They have engaged their employees by making them feel part of the organisation. They are consulted, and the company

genuinely listens to their views. It's improved the well being of the company and the work ethic here. Flexibility has improved and this has helped the company raise its profile with customers"

Russell Beck emphasises the role of the union in supporting change that is of benefit to the company. He says "naturally we will speak up if there are things happening that we don't agree with, but if we believe that changes are being proposed that are right for the company we'll reinforce management's message by backing it and trying to make it easier for the company to roll out"

Few visitors to Northend fail to notice the contagious enthusiasm and positive attitude shown by employees and managers alike. What they encounter is a culture that encourages and empowers employees to make sustained improvements to working methods and build closer teamwork across the business. Not surprisingly, staff turnover is nil. Because employees and managers show mutual respect for each other – in word and deed – people know that if they raise issues they will get a proper hearing and due attention given to any concerns. As a consequence problems get sorted early and changes implemented quickly with a minimum of fuss. The initiative and ownership that employees take within the business can be seen in real care and concern being shown for the customer, with customer loyalty growing steadily in turn.

### **Case study – Skills for Life**

British businesses employ some of the most highly skilled people in the world. But we also lag behind our competitors in terms of the basic literacy and numeracy skills of our workforce, The Government's Skills for Life survey, published in 2003, found that over 5 million people have literacy skills below those required to get a good GCSE and 15 million people have poor numeracy skills.

At least half of these people go to work in England every day. The cost to business is substantial, with individuals unable to fulfil their full potential and feeling frustrated as a consequence, and companies losing out as the result of lower performance. Errors resulting from lack of literacy or numeracy often necessitate expensive rework of jobs – assuming of course that these are identified before goods are supplied to the customer. All in all the cost to the UK as a whole is an estimated £10 billion a year.

Skills for Life is a Government strategy aimed at raising the skills standards of all adults in the UK up to skills level 2 by 2010. Jim Telford, National Coordinator at Amicus GPM Sector welcomes this initiative, "This is a really positive step forward. Skills for Life is a win-win initiative benefiting both employers, who will get a higher calibre of employees, and the employees themselves, our union members."

In January 2005 BPIF Training confirmed a contract for £119,000 of funding to provide initial assessment support to new print apprentices over the next 12 months. The funding will be used to support young people entering the industry at 'pre-apprenticeship stage' to bring them up to a minimum level of literacy and numeracy qualifications. Part of the project is to deliver this service via local resource centres and to improve the overall access to learning support for every individual in the sector. "We are thrilled to have been awarded this contract and by what this means for the industry in terms of raising skills and literacy levels. All apprentices will be able to start from a level playing field which should increase completion rates considerably," said Ruth Exelby, Head of BPIF Training.

The Government has produced a toolkit to help employers improve literacy and numeracy in the workplace. A copy of *Skills for Life: Make it your business* can be obtained from DfES Publications by telephoning 0845 60 222 60 (email [dfes@prolog.uk.com](mailto:dfes@prolog.uk.com)) and quoting reference ETKV2-2004. For more information about government funding training options, or training in general, please visit [www.britishprint.com/training](http://www.britishprint.com/training) or call 020 7915 8308.

## 2 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 child-bearing 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)

### **Health and Safety Publications for Printers - 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)

### **Case study – working in partnership to improve health and safety in print**

In December 2004, the BPIF and Amicus GPM Sector were been awarded a grant of £70,000 by the DTI to develop an internet-based 'healthcheck' that will enable companies to benchmark themselves against legal requirements and best practice in the field of health and safety management.

Both organisations stress the importance of the project in terms of raising company performance and the quality of working life, given that good health and safety practices are crucial to the achievement of both. Companies and employee representatives will be able to access information and training support materials on legal requirements and best practice, as well as details of suppliers of training, protective equipment and occupational health services.

Dale Wallis, BPIF National Health, Safety and Environmental Adviser says:

"This is going to be an exciting project working with Amicus GPM Sector bringing together the best the industry has got to offer in health and safety management. The steering group supporting the project are organisations and union representatives that are leading the way in both the management and the provision of excellent training that is key to health and safety best practice.

The project will offer up to date information and training software via a bespoke website for all printers, which will be easy to implement for all sizes of organisations. The whole package of the internet based healthcheck, induction training and information will be available in October 2005".

Bud Hudspith, Amicus GPM Sector Health, Safety and Environmental Adviser says: "This will be a great way of getting key health and safety information to employers and safety reps in the printing industry, and help them assess their performance. We want to see employers and representatives working together to improve safety and health in the workplace. The results will have great significance throughout the industry, and in other sectors".

### **3 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 objective 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.

- (1) Personal data shall not be processed by the employer unless the conditions under the Data Protection Act 1998 are met;
- (2) Personal data shall only be processed in a manner which is compatible for the original purpose for which it was collected;
- (3) 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;

- (4) Employees shall have the right to have corrected or destroyed any incorrect, incomplete or out-of-date personal data;
- (5) No personal data shall be collected in connection with trade union membership or activities, except with the express agreement of Amicus GPM Sector;
- (6) 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 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

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

## 4 INFORMATION AND CONSULTATION

Information and consultation are essential to good employment relations. Employees tend to be more motivated and perform more effectively if they have opportunities to be informed about, and consulted upon, changes that will affect their employment conditions and working life. Equally the quality of decision making in companies is often greatly enhanced if managements take account of the views of the people they employ before deciding upon future policies and plans. ACAS have prepared extensive advice on good practice in this area in collaboration with the DTI, CBI and TUC and this can be found at [http://www.acas.org.uk/info\\_consult/consultation.html](http://www.acas.org.uk/info_consult/consultation.html).

The new UK Government Information and Consultation (ICE) Regulations implement the EC directive giving employees rights to be informed and consulted about the business they work for, including the prospects for employment, and substantial changes in work organisation or contractual relations. They are based on a framework agreed in discussions between the DTI, CBI and TUC representatives and are being introduced as follows:

6 April 2005 - undertakings with at least 150 employees

6 April 2007 - undertakings with at least 100 employees

6 April 2008 - undertakings with at least 50 employees

An 'undertaking' is a legal entity such as a company, a co-operative or a partnership 'carrying out an economic activity, whether or not operating for gain'.

The Regulations make the most of the flexibility the Directive gives member states in its implementation. After the Regulations come into force, employers need not do anything unless employees trigger a request for negotiations. But, where this happens, the negotiation of an information and consultation agreement will take place against the benchmark of "standard information and consultation provisions", which the Central Arbitration Committee may ultimately enforce in the event of a failure to agree.

In order to assist companies and chapels address this issue, the BPIF and Amicus GPM Sector have produced a Model Agreement on the establishment of Information and Consultation Forums and this is set out below.

### **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.

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 Information and Consultation 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. Obligation to inform and consult Amicus GPM Sector Officials

- 2.1 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/GPM 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 Chairman 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 Chairman 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.

## 5 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 two 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 already have 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 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 to these guidelines).

## **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 (for information on all aspects of childcare provision)  
21 St George's Road  
London  
SE1 6ES  
0207 840 3350
  
- Working Families (for information on flexible working options)  
1-3 Berry Street  
London  
EC1V 0AA
  
- Equal Opportunities Commission  
Arndale House  
Arndale Centre  
Manchester  
M4 3EQ
  
- Maternity Alliance (for all queries on issues affecting children up to 1 year old)  
3rd Floor West  
2-6 Northburgh Street  
London  
EC1V 0AY

### **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)

## **6 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)

## **7 REDUNDANCIES AND BUSINESS TRANSFERS (TUPE)**

### **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.

## 8 FLEXIBLE PATTERNS OF WORKING TIME

### Case study: Annualised hours and flexible working fuels growth at Pindar Set



Pindar Set was established in 1979 as a one-customer business specifically to supply typesetting and pre-press services for the production of the UK Yellow Pages. Part of GA Pindar & Son, the UK's largest privately-owned printing group.

Pindar Set Ltd is the sole supplier of all Yellow Pages and Business Pages UK display advertising and directory database management and pre-press services, and the sole supplier for Yellow Book USA's external pre-press needs.

The company's head office is located in Scarborough, East Yorkshire, where there are also facilities for ad creation and amendment, page output, customer service and proofing. Other locations include Manchester, Birmingham, Bristol and Edinburgh in the UK, and, Cedar Rapids and King Of Prussia in the USA.

Up to the period ending 1995 the relationship with Yell had not changed significantly, and the structure and management of the company traditional in its management approach.

In 1995 Yell indicated that it wanted to move to a shorter contract, which resulted in tighter margins and greater responsiveness to customer demand. It was asked for new turnaround times, a new emphasis on quality and customer service, and had the additional challenge of integrating three of Yell's own design studios into its business. A new management approach to achieving targets and integrating the new studios was required.

In a one-customer business, Pindar Set's very survival depended on its ability to respond to this challenge. According to Managing Director Rick Lumby: "We had to justify our earnings from the Yell contract, which were now subject to very close scrutiny. We could only do this by focusing on what was important to Yell; by making sure we added value to their business. As a result we took steps to ensure Pindar Set became more closely

involved with Yell's own customers, putting systems in place to receive ads directly from them in order to streamline production." The company moved to annual, rolling contracts, with targets, results and direction now discussed between the two companies on a yearly basis.

One of the new requirements was that the company turn around new advertisement production within five days – down from an average of 25 days previously. An extensive training and accreditation programme was put in place to upgrade skills to a consistent level to build up a wide range of skills in teams. Despite some initial wariness the programme went ahead and achieved outstanding results. Employees were also trained to follow a job through from start to finish, reducing the internal "pipelines" from 80 processes to one. A number of presentations were made to employees as part of an extensive consultation on the proposals for multi-skilling. Employee reaction was positive and the need for the company to adapt to new commercial pressures was recognised as essential to safeguarding jobs. Says FOC Tom Anderson: "The firm's a better place to work as a result of these changes and has grown since. We feel more secure as a result".

Previously senior operators had supervised work, but had still retained hands-on tasks. Now, the company also recognised it needed a pool of new team leaders to respond to future growth. Eight existing employees and five newly appointed people undertook 30 days' team leader training over 18 months through a specially designed in-company programme, at a cost of around £3,000 each. The course is run as a series of modules and incorporates a wide variety of skills, including personal stress management and dealing with stress in the organisation, motivation, team building, communication, negotiation, assertiveness, presentation skills, customer care, production and financial planning, staff appraisals, discipline and people-management skills, recruitment, health and safety responsibilities, problem-solving and managing change. Since the programme began in 1998, three-quarters of the people who have been through the programme have been appointed team leaders, and Pindar Set's 21 team leaders are now regarded as the firm's key employees. Team leaders have clear responsibility for financial, operations and people management and run their areas as semi-autonomous businesses, with their own business performance targets. As a result, productivity, quality, process flow, flexibility and job satisfaction have all improved markedly.

The second major new initiative involved flexible working hours. Display advertising, by definition, involves work that flows into the business in peaks and troughs. These cannot be reliably forecasted and don't usually follow any particular trends. Yet the company still had to meet tight turnaround times to meet contract requirements. In 1998 the company therefore introduced a new flexible working scheme, involving annualised hours.

Although all new starters were required to work on this basis, the company did not seek to impose this on existing employees. HR Manager Bernadette Doyle explains: "We didn't need all our people to work flexible hours and there was no reason to try to force this on people who were reluctant to accept it. We preferred to persuade people of the benefit flexible working affords them, and our existing employees were allowed to volunteer on a yearly basis to work under the new scheme, but with the choice to revert back to full time fixed hours working once the Scheme year concludes. Over 85% of our employees are now on annualised hours and there is no way they would want to go back to traditional hours working". Before introducing the scheme, the company consulted its employees directly, as well as through staff and union representatives. To begin with, annualised hours were applied as a 12-month trial, for volunteers only. Once the trial had been successfully completed in October 1998, the company extended it on a rolling 12-month timetable – still on a purely voluntary basis.

Given their inability to predict their production requirements in advance, the company needed flexibility in hours worked week on week and for this reason employees are usually asked to agree the hours to be worked in the following week with no more than a week's notice. However there are built-in safeguards so that they can balance their work and home lives. The company agreed with its employees that they would never be asked to work more than 45 hours or less than 25 hours a week, or more than five days or less than four days unless they wanted to do otherwise. Employees who finish their annual hours can choose to take the rest of the year as holi-

day, or can volunteer to do additional hours paid at time and a half, if the need is there. On the other hand, if they are asked to work fewer than the set hours in a year (which has been experienced), the company still pays the full rate. The company's availability to its customers increased substantially as a result of the introduction of flexible hours, while overtime costs fell by over two-thirds. Although the latter was obviously a major concern to employees at the time, it was understood that the costs involved were no longer sustainable under the new contract. Today the company's employees welcome the fact that they have more leisure time for outside interests, while the company feels that they too benefit from the creativity and freshness that comes from having a workforce that isn't 'chained to the factory'

The change programme has delivered real business benefits for Pindar Set. In the UK, the company has grown from 99 employees (turnover - £9 million) in 1994 to 300 (turnover – £16.8 million) in 2003. The production cost per advert has also dropped substantially over the same period. Profit before tax plummeted from £3.6 million in 1994–95, the last year of the old Yellow Pages contract, to £1.4 million the following year and £300,000 the year after that. In 2003, it had climbed back to more than £3 million. The company has been able to develop new services, improved service levels and higher productivity – the number of advertisements produced per hour has also increased. Customer complaints have fallen, labour costs have been controlled and absence rates are low.

The efforts made to provide employees with new skills and the time taken to explain the need for changes to be made has clearly paid off for Pindar Set. Tom Anderson welcomes the open style of communications at the company and adds: "A real sense of trust has evolved between the chapel and the management, which wasn't always there". For Rick Lumby, this manifests itself in the enthusiasm of the workforce: "We've now got motivated staff that are hungry for development and bursting with bright ideas."

## **9 CONTROLLING SICKNESS ABSENCE AND ENHANCING EMPLOYEES' SICK PAY ENTITLEMENTS**

**Case study: Reduced sickness absence and new flexible hours working paves the way for new investment at Meadwestvaco**



MeadWestvaco Packaging Systems UK, based in Yate, South Gloucestershire, is part of the European operations of Atlanta-based MeadWestvaco Packaging Systems, The latter is itself an operating division of US-owned MeadWestvaco Corporation – a leading global producer of packaging, coated and specialty papers, consumer and office products, and speciality chemicals (turnover: \$2bn) operating in 29 countries.

The Yate plant was established as a greenfield site in May 1991. It currently employs 120 people and has a turnover of £23million. 80% of its volume comprises beverages packaging, with major household names such as Scottish Courage Brewing Ltd, Diageo, Britvic Robinson, Interbrew, GSK, and Pedigree Masterfoods on its customer list. Over the last 5 years costs per square metre have reduced whilst output has increased. The result has been an increase in plant productivity, with an earlier downward trend in profits now reversed. Although some major customers have moved out of paperboard into film, the Yate plant has been successful in establishing new accounts in the dairy and the ready to drink markets.

In 1998, despite operating 24 hours a day, 6 days a week, Yate saw planned profit before tax and interest payments reducing by over 20% with no sign of future improvement. Other Meadwestvaco Packaging European plants were more productive. As Manufacturing Director Martin Rogers explains "we had the highest wages, the lowest output and the highest costs per 100 square metres per person employed. At the same time we needed to reequip the business if we were to turn things around. The challenge was to convince our European Executive – and ultimately our US owners – that we were worth investing in"

MeadWestvaco engaged the local Amicus GPM Sector Branch in its efforts to address this challenge. Both parties knew that they had to produce significant productivity gains, but that it wasn't just going to be a case of cutting costs. With competition for labour from other packaging companies concentrated in the Bristol area a significant factor impacting on recruitment at Yate, the company was already experiencing difficulties in attracting skilled people locally.

Absenteeism was a major factor, and the view from Europe – where 12 hour shifts were relatively alien to their experience – was that the shift arrangements at Yate merely exacerbated the problem by causing a higher number of hours to be lost each time an individual was absent for a shift. With absenteeism averaging at over 7% - and with some periods running at 11% - drastic action was required. Both parties were determined to root out scheme abuse, knowing that scheme benefits would inevitably need to be radically reduced unless this was done. Branch Secretary John Price recalls that: "The situation could not be sustained. We therefore set up a joint management/union committee to monitor individual levels of sickness absence on a monthly basis. We warned our members that any individual deemed to be abusing the scheme would receive a warning and that failure to demonstrate improvement in attendance would lead to possible suspension from benefit. Having secured a good sick pay scheme for our members at the company, we were determined to hang on to it. We knew it was at risk if we didn't deliver on this"

But Management had its part to play too. Says Martin Rogers; "we had to manage absenteeism very closely. We made sure that all managers conducted return to work interviews after each and every period of sickness absence. Indeed we made it a disciplinary matter if any manager failed to do this. These interviews cover the reasons for absence, the likelihood of recurrence, whether there is any expectation that further time off work will result from this episode of illness, and what medical appointments have been arranged and when these are due. The idea is not to penalise people who are genuinely ill, but to help people who are disinterested in their work or experiencing problems at home for example. We can only do this if we face them up with the problem early on and get them to change their ways"

The company introduced a system of measuring absence known as Bradford Points. 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) =  $S^2/D$  where: -

S = the number of absences; and

D = total days absent in any given period

The average Bradford points accumulated is discussed with employees at Return to Work interviews and the company uses this indicator as a trigger point for action. 50 points is normally the trigger, although the particular circumstances leading to a high score are always carefully examined before action is taken against any individual.

Six years after these changes were introduced, sickness absence now averages less than 4%, and it has been agreed that an urgent meeting within the Amicus GPM Sector Branch will be held if it ever rises above 4%, to discuss how this can be rectified.

Other changes made at that time, set down in a Single Plant Agreement, included flexible shift arrangements, with employees required to move between eight and twelve hour shifts (either way) at a week's notice or less. Shift premiums are the same at 40%, irrespective of the shift pattern worked. All shifts are organised on a departmental basis, in accordance with the specific production requirements of the individual teams. With no direct supervision on the shop floor, crews are expected to organise and operate these arrangements themselves as and when requested to do so by departmental managers. Overtime hours have been significantly reduced, averaging no more than 48 hours in any week over a 12-month period.

Although tough competition – mainly from alternative packaging systems such as plastic carriers, rather than other printed packaging manufacturers – resulted in the need for around 10% of the workforce to be made redundant in 1999, the higher productivity that resulted from improved attendance and flexible hours working arrangements more than justified the investment Yate was seeking. Between December 1998 and January 2002 the plant had an overall productivity improvement of 38% (based on Meadwestvaco's own productivity index for output/waste/quality), which resulted in the Yate plant winning European award for the most improved plant two years in succession 2000 and 2001. A new Roland 706 - together with the first Bobst 106PER Sprintera in the UK - was introduced in May 2002.

The company and Branch both view the future with renewed confidence. Says Martin Rogers "it's not easy being part of a multinational corporation and getting others to understand the differences needed to operate a business in an Anglo-Saxon culture. However we met the challenges our parent through at us and we have shown that managements and unions can work together to deliver results". The next task is to sustain this cooperation for the longer term. Says John Price: "Our job is to show foreign companies that invest in the UK that the Amicus GPM Sector can work with them to deliver higher productivity. And in companies like MeadWestvaco, where our involvement has been welcomed, we have proved we can deliver a strong and effective partnership that brings real results"

## 10 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			

	Carried out by	Date	Comments
<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

## **GLOSSARY OF TERMS USED**

*ACAS:* The Government's Advisory, Arbitration and Conciliation Service. An independent agency charged with improving employment relations and helping resolve disputes between employers and employees.

*Amicus GPM Sector:* the Graphical, Paper and Media Sector within the trade union Amicus, representing employees in printing, paper and media companies in the UK and Ireland

*Banked hours:* an arrangement whereby hours not worked in any slack periods are held over in a 'bank' of hours to be worked in busy periods. The principle of premissibility applies, so that each hour worked over and above the standard working week in any busy period is compensated by at least one-and-a-half hours off taken during slack periods, drawn down from the 'bank'

*BPIF:* British Printing Industries Federation – the trade association and employers' organisation representing printing companies in England, Wales and Northern Ireland

*Business transfer:* the purchase of one company by another, or the transfer of a specified business operation to another as a going concern

*CCTV:* closed circuit television cameras

*Central Arbitration Committee:* a permanent independent body with statutory powers whose main function is to adjudicate on applications relating to the statutory recognition and derecognition of trade unions for collective bargaining purposes, where such recognition or derecognition cannot be agreed voluntarily. In addition, the CAC has a statutory role in determining disputes between trade unions and employers over the disclosure of information for collective bargaining purposes, and in disposing of claims and complaints regarding the establishment and operation of European Works Councils in Great Britain. The CAC also provides voluntary arbitration in industrial disputes.

*Chapel:* the shopfloor unit of trade union organisation in the printing industry, comprising a group of union members within a company. The chapel may cover the company as a whole or an individual department or function.

*Combined pension forecast:* a forecast of expected pension benefits, projected to an employee's anticipated date of retirement, which takes account of all elements of pension payments due to that individual including State, personal and occupational pension arrangements.

*Continuous running:* continuous operation of equipment by a machine crew, whereby the equipment is kept running by the crew, notwithstanding that the numbers of crew members may be reduced at break times during the period for which the equipment is operating

*Costing:* system for calculating production costs

*Daywork:* factory operations undertaken by means of a single shift worked during standard weekly hours

*Double day shift:* factory operations undertaken within standard weekly hours by means of two shifts, with employees' hours of work normally alternating between the two shifts

*Ex-gratia payment:* a financial settlement paid by the employer to an individual in lieu of employment rights or benefits lost or foregone. Depending on Inland Revenue Regulations applicable at the time, some or all of the settlement may be payable free of normal tax deductions.

*Five-shift working:* the operation of equipment over seven working days by five crews, each of which normally (but not exclusively) works three twelve-hour shifts

*FOC/MOC:* Father, or Mother, of the Chapel - depending on the gender of the individual concerned. The individual elected by the chapel to manage the organisation of chapel meetings and activities and to represent their interests in any discussions with management.

*Four-shift working:* the operation of equipment over six working days by four crews, each of which normally (but not exclusively) works three twelve-hour shifts

*Good offices:* assistance given in bringing two parties together with a view to assisting them to resolve particular differences or disagreements

*Grievance procedure:* a formal staged process by which an individual employee (or group of employees) may raise with management any concerns they have in relation to their employment, with the right to have these considered by a more senior manager within the company in the event that their concerns are still unresolved following discussions with their immediate manager

*HIV:* human immunodeficiency virus that causes AIDS

*Hostile action:* action taken by either an employer or a trade union (or by members of the union acting collectively without the authority of their union) during the course of a dispute or difference between the two parties that is likely to damage the interests of the other party

*House agreement:* an agreement made between a company (or 'printing house') and trade union officers or chapel officials for the purpose of defining terms and conditions of employment within the company

*Information and Consultation Forum:* a body established within a company for the purpose of informing and consulting employee representatives on issues that affect them, or will in the future affect them.

*Information Commissioner:* independent official appointed by the Crown to oversee the Data Protection Act 1998, the Freedom of Information Act 2000 and the Environmental Information Regulations 2004. The Commissioner reports annually to Parliament. The Commissioner's decisions are subject to the supervision of the Courts and the Information Tribunal.

*Machine and photocomposition extras:* payments agreed at national level made to an individual employee in circumstances where specified operations are undertaken or where specified equipment is being operated by that individual in any particular week. The extra payment is added to the employee's basic weekly wage for that week, and are calculable for any shift or overtime rates

*Organising activity:* efforts undertaken by a trade union at an employers' workplace for the purpose of seeking to recruit members

*Proskills/PETF:* Proskills is the Sector Skills Council for the process industries, which includes printing, and is the representative body for the sector to Government on skills issues. It sets and identifies the skills needs of the sector and sets standards for training and qualifications for the sector. PETF (Print Education and Training Forum) is the former National Training Organisation for print and graphic communications, which was absorbed into Proskills with effect from 1 August 2005.

*Recognition*: agreement by an employer that a named trade union can represent the interests of the members of that union employed in the company, or in one or more specified departments or occupations within the company. Recognition may take the form of an agreement to participate in negotiations with the trade union on an agreed range of matters relating to the terms and conditions of employment of those members.

*Recording devices*: devices used to gather information for use by management in managing, planning and improving the operational activities of the company

*SPEF*: Scottish Print Employers' Federation – the trade association and employers' organisation representing printing companies in Scotland

*Standard working times*: the basic working week, excluding any overtime worked

*Time off in lieu*: the provision of paid time off work as an alternative to payment for overtime worked, whereby any period of overtime worked is offset by a period of time off equal to the amount of overtime.

*Training plan*: a statement of the activities a company has agreed to undertake in order to address current and anticipated future skills requirements

*Treble shift working*: factory operations undertaken by means of three shifts, with employees' hours of work normally rotating through the three shifts

*Unacceptable behaviour*: unreasonable and unwelcome behaviour by one person towards another, in circumstances where such behaviour has not been solicited by the recipient and causes offence to them

*Union learning representative*: an employee who has been trained by their union to ascertain the learning needs and aspirations of union members and to advise them of learning opportunities available to them. ULRs are legally entitled to reasonable paid time off work to undertake their duties.

