

EXISTING NATIONAL AGREEMENT CLAUSES UNCHANGED FOLLOWING PARTNERSHIP AT WORK DISCUSSIONS

Honouring of Agreements

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.

Efficiency and productivity

(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.

Manning

(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.

Changes in working practices

No person shall be made redundant as a direct result of the implementation of clauses above.

Integrated press rooms

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.

Disputes and differences

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

General principles

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 20 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 20 (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 38 below.

(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 20(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

(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.

Bereavement leave

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.

Notice

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:

(i) two week's notice in the case of an employee whose continuous period of employment is less than two years

(ii) 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.

Period of Agreement

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

NATIONALLY AGREED WAGE INCREASES

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	
Class II	
Class III	
Small offset	

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	£
Class II	£
Class III	£

(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 £xxxxx 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 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 rates of pay

Age at date of	% of	
Apprentice		
commencement	Minimum	wage rate
from		

of apprenticeship 2005	Grade Rate	24 April
Under 20	50%	£
20 and over	80%	£

** For conditions applicable to part-time and temporary employees see Part 3 of this Agreement*

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 continue to receive the apprentice wage rate of £xxxx per hour (equivalent to £xxxxxx for a standard 37.5 working week).

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

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	Cash increase 24.04.05	Minimum rate from 24 April
	2005		
	£	£	£
16	50%		
16.5	55%		
17	60%		
17.5	67.5%		
18 and over	100%		
Small offset 18 and over	100% of of Class II		

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.

HOURS, OVERTIME AND SHIFT WORKING

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.

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.

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.

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 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.

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.

Bank holidays: 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.

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.

** 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*

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.

HOLIDAYS AGREEMENT

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.

(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 (m) 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(m) 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.