GES/UNITE GPM SECTOR AGREEMENT 2012

1. Enforceability

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.

2. Unit Cost and Competitiveness

The parties recognise that the whole basis of the market for printed products is changing rapidly, posing new challenges for everyone engaged in the industry. It is of fundamental importance that those challenges meet with a positive response from employers and their employees in order to secure the future of the Scottish printing industry in the face of intensifying domestic and international competition. The parties willingly accept the need for companies to attain the highest standards in meeting customers' requirements, in particular the need for continuous improvement in increasing efficiency and reducing unit costs.

It is therefore agreed that at individual company level 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.

It is further agreed that where practicable managements and chapels will agree and implement efficiency and productivity measures sufficient to offset in full additional costs arising from the national wages and conditions settlement. Such measures can be wide ranging in scope.

Co-operation between managements and chapels will be encouraged and supported by GES and branch and national levels of the Unite GPM Sector but where agreement cannot be reached, the matter will be referred to the industry's disputes and conciliation procedure.

No person will be made redundant as a direct result of implementing this clause.

3. Rates of Wages

The following weekly 'stab rates of wages shall apply from the pay week 1 July 2012. Journeymen, Bookbinders, Machine Rulers, Guillotine Cutters, Qualified Warehousemen and

Grade B **£283.56**

For the following see the Equal Pay Agreement:

Grade C £255.21
Grade D £245.50

3.1 Minimum Earnings Level

It is acknowledged that a level of total earnings for craft workers of not less than £286.57 per week is a desirable objective (excluding overtime, but including all other payments). Accordingly if at 1 July 2012 any Craft (or Grade B) employee is not in receipt of total weekly remuneration (with the sole exception of overtime) of £286.57, an additional increase to achieve that level shall be made at that time. Such increase shall not rank for overtime, shift or bonus etc. calculations. The same principle is to be applied for Grades C and D and the levels of total remuneration for these Grades at 1 July 2012 will therefore be £257.91 and £249.20 respectively. This clause shall not prejudice an employer's right to deduct appropriate pro rata payments in respect of, e.g. bad timekeeping.

In circumstances where the Minimum Earnings Level applies, part-time employees have pro-rata entitlement.

3.2 Apprentices

1st Year (40%) of journeyman's 'stab rate	£113.42
2nd Year (65%)	£184.31
3rd Year (75%)	£212.67
4th Year (85%)	£241.02

Note: A final year apprentice operating a machine or, in the case of multi-coloured machines, fully trained and a recognised member of the machine room, will receive 50% of the agreed machine classification payment.

3.3 Adults Retraining to Craft Status

1st Year (80%) of journeyman's 'stab rate	£226.84
2nd Year (85%)	£241.02
3rd Year (90%)	£255.20
4th Year (95%)	£269.38

3.4 Learner Rates

Age 16 (National Minimum Wage)	£138.00
Age 17 (55%) of journeyman's 'stab rate	£155.95
Age 18 (70%)	£198.49
Age 19 (80%)	£226.84

Note: See Paragraph 27.2 on Apprenticeship Period. The adult rate for non-craft production employees will apply on the attainment of the employees 19th birthday provided that they have had a minimum of twenty-six weeks of service within the industry. Adult entrants new to the industry will receive 80% of the adult rate (£226.84) for the first twenty-six weeks of their employment.

Those re-entering the industry who have previously served a probationary period shall not be required to serve a further probationary period. In other cases of broken service, periods of service shall be accumulated

4. Hours

- **4.1** The Standard working week is 37.5 hours with doubleday and treble-shifts being 36 hours.
- **4.2** It is agreed that it is essential to increase output within standard working times. It is therefore 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.
- **4.2a** Such arrangements may involve staggered day or shift work or any type of shift work (e.g., double day-shift, night-shift or treble shift). On day work the standard working hours may be scheduled between 7.30 a.m. and 6.00 p.m. (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, standard working hours will normally be spread over 5 days (Monday to Friday). Where necessary, however, arrangements may be negotiated locally to establish working patterns ranging from a 4-day week to a 7-day coverage of plant and machinery. It is accepted that 7-day coverage may involve rotating or 4-shift systems.
- **4.2b** Payments arising from incentive bonus schemes, productivity arrangements and other agreed house arrangements which are increased automatically at the time of national wage increases will not be increased as a result of the reduction in the standard working week.
- **4.2c** Meal breaks should be staggered to ensure continuity of production.

4.3 Consultation

The parties to this Agreement acknowledge the right of management to make final decisions in relation to the arrangement of hours but recommend that, in the interest of good industrial relations, there should be consultation between management and chapels over their implementation. Any case of difficulty shall be referred to the disputes/conciliation procedure and no aggressive or hostile action shall be taken by any party until those procedures have been exhausted.

5. Shift Work

5.1 The working of shifts shall be encouraged and accepted by the parties to the Agreement and their representatives. It is further accepted that in order to maximise investment in plant and skills and to provide the optimum service to customers there may be a need for individual companies to develop shift patterns outwith the standard double day, treble and night shifts specified within this Agreement. Such shifts may cover any agreed combination of days of the week at the shift rate agreed at local level by chapel and branch for that particular shift pattern. It shall not be a condition that a whole department must work shifts.

5.2 Notice for Starting and Finishing Shift

- **5.2a** An employee shall normally receive not less than one week's notice of the start of shift working. In case of emergency due to sickness, breakdown or sudden pressure of production and subject to mutual consent, the requirements for notice may be waived but as long notice as practicable shall be given.
- **5.2b** Where an employee has been engaged continuously on double day or night shift for a period of not less than four weeks, or in the case of treble shift for three weeks he or she shall receive a minimum of two weeks' notice of intention to take him or her off double day, treble or night shift. In the case of an employee who has been continuously engaged on shift work for not less than two years, the minimum period of notice shall be four weeks.

5.3 Night Shifts

- **5.3a** The work of an ordinary night-shift, one which includes at least one full week's work, shall be reckoned at 37.5 working hours. Payment shall be at the rate of 30% above the employee's normal basic rate of wages for a day-shift of 37.5 hours.
- **5.3b** When a casual night-shift is instituted, that is to say a night-shift which lasts for less than a standard working week, day overtime rates shall be paid.
- **5.3c** It is understood that the night's work of a casual night-shift is not to be fixed at any particular number of hours, but is to be adjustable to suit circumstances, provided that the hours of starting be not later than 10 p.m. and the hours of working not exceeding twelve (times for meals included, but not paid for).
- **5.3d** Where a shift system is permanently instituted in which an employee works part of the week on day-shift and part on night-shift, the night-shift rate shall be paid for all hours worked.

5.4 Double-Day-Shift

5.4a The standard hours for double day-shifts shall be reckoned at 36 working hours. These will be worked on a five-shift basis normally consisting of four shifts worked 06.00 to 14.00 or 14.00 to 22.00 with the fifth shift adjusted by mutual agreement to accommodate the balance of the 36-hour week. During each shift there will be an unpaid meal break of half an hour. Each shift will be paid for at the rate of 23.36% above the employee's normal basic rate of wages for a day shift of 37.5 hours.

Note: As there was no consequent reduction in shift hours when the standard working week was reduced from 39 to 37.5 hours, a compensating factor of 1.028 had to be added to the shift rate of 20%, making the total shift premium in the current circumstances 123.36%.

- **5.4b** Workers shall change shifts each week, except where mutual arrangements not to do so are made.
- **5.4c** Double shifts shall be arranged in consultation between the firm concerned and the Branch Secretary of the Union.

- **5.4d** Where double shifts are introduced, they should operate for not less than one week.
- **5.4e** When a casual double day-shift (i.e., a double day-shift for less than a normal working week) is formed, day overtime rate shall be paid.
- **5.4f** An employee joining a regular double day-shift other than at the beginning of a shift week shall be paid at the shift rate for a full week.
- **5.4g** Mutual arrangements may be made between individual houses and their employees after consultation with the Branch Secretary of the Union for hours other than those above mentioned at wage rates to be approved by GES and the, Unite GPM Sector but no variation in the standard hours or wage rate shall be put into effect until the aforementioned approval of both bodies has been given.

5.5 Treble-Shift

- **5.5a** Treble shift work is the operation of plant or equipment or the performance of work on the basis of three rotating shifts covering between them the continuous use of equipment during the whole of the standard working week. The standard hours per week for treble shifts shall be 36 and the standard working week shall be divided into five periods normally commencing at 22.00 on Sunday.
- **5.5b** For the first four periods, the normal shift pattern will be 22.00 to 06.00, 06.00 to 14.00 and 14.00 to 22.00. The starting and finishing times for the fifth period will be by mutual agreement to accommodate the balance of 36 hours. During each shift there will be an unpaid meal break of half an hour.
- **5.5c** Payment for these shifts shall be at the rate respectively of 43.92%, 33.64% and 33.64% above the employee's normal basic rate of wages for a day shift of 37.5 hours.

Note: As there was no consequent reduction in shift hours when the standard week was reduced from 39 to 37.5 hours, a compensating factor of 1.028 must be applied to the appropriate shift rate of 40% and 30% making the total shift premium for treble shifts in the current circumstances 143.92%, 133.64% and 133.64% respectively.

- **5.5d** Meal breaks during the shift may be staggered within the middle three hours of the shift in such a way that machines will be kept running as far as practicable during the breaks without adding to the overall labour force in the department or section concerned.
- **5.5e** There will normally be a running take-over between shifts without overlap, but if at any time an overlap is required, the employee whose shift is extended shall receive payment for that period of extension calculated on the shift rate with a minimum of half an hour per day.
- **5.5f** A treble shift shall operate for not less than three weeks.
- **5.5g** An employee joining a regular treble shift other than at the beginning of a shift week shall be paid at the shift rate for a full week.

5.6 Shift Overtime

- **5.6a** Shift overtime during any one day or night shall be paid for at appropriate overtime rate on the shift hourly rate. On Saturdays, the first four hours of any shift shall be paid for at time-and-half and the remainder at double time.
- **5.6b** Shift overtime working shall also be subject to paragraph 6 "Overtime".
- **5.6c** Parties to the agreement and their representatives shall encourage and accept the working of shifts in accordance with paragraph 16 "Productivity".

6. Overtime

The voluntary working of overtime shall be encouraged to meet customer needs.

6.1 Monday to Friday Overtime

Overtime worked during any one day or night shall be paid at the rate of time-and-half for the first five hours and thereafter at double time.

Employees whose terms and conditions immediately prior to 1 July 1993 were regulated by the GES/NGA Agreement, while continuing in the employment of their employer as at 1 July 1993, shall be paid double time for overtime worked after midnight up to the usual time of starting.

6.2 Saturday Overtime

When an employee works on a Saturday, the hours worked up to 12 noon or the first four hours, whichever is the lesser period, shall be paid for at time-and-half and the hours worked after the first four hours or after 12 noon, whichever is the earlier, shall be paid for at double time. There shall be a minimum payment of four hours at time and half if the employee's overtime working starts before 12 noon or of four hours at double time if the employee's overtime working starts after 12 noon. If, however, the employees concerned are not prepared to work for that period, it shall be permissible, on a house or section basis, to agree such lesser hours as may be appropriate.

6.3 Sunday Overtime

Work done on Sunday shall be paid at double the employee's rate of wages. The period of work to be offered on a house or section basis shall be six hours. If, however, the employees concerned are not prepared to work for that period, it shall be permissible, on a house or section basis, to agree such lesser hours as may be appropriate.

6.4 Calculation of Overtime

Overtime shall be calculated on a daily basis, i.e., each day shall stand by itself. Any employee losing time on his or her own account in the course of any day shall, if working overtime on that day, make up that time at ordinary time rates before overtime rates become payable. If no overtime is worked, deduction for lost time shall be at ordinary rate.

6.5 Notice Required for Overtime

Wherever practicable, employers shall give at least one full day's notice of overtime working. Whether or not such notice is possible, overtime shall be paid strictly in accordance with the immediately preceding paragraphs.

7. Working Time Regulations

Introduction: It is recognised and fully supported by the parties to this agreement that working practices must safeguard the health and safety of the employees. Both parties recognise that this will be served by making full use of the flexibility and derogations allowed within the Regulations through a collective agreement at national level.

GES and Unite GPM Sector also recognise that the implementation of the Working Time Regulations 1998 in the Scottish printing industry must be achieved in a way to create minimal disruption to the efficiencies and productivity essential to the success of each company. Therefore, all Unite GPM Sector members within each company are covered by this collective agreement on Working Time.

Working Time: The parties agree that the definition of working time shall be:

- a) any time paid for by the employer in return for employees carrying out duties at the place(s) of business;
- b) paid meal breaks;
- c) paid time off for relevant training;
- d) paid time off for trade union duties/activities on company business.

Average Working Week: The reference period in relation to calculating a 48 hour average working week shall be 52 weeks. A company will not request any employee to work in excess of an average 48 hours over the 52 weeks reference period specified.

Daily Rest Breaks: Employees working in excess of six hours continuously per day are entitled to a rest break of 20 minutes taken away from their work station which where agreed may be taken in shorter periods. Such breaks will be paid where that is already the arrangement, or in the event of it subsequently being agreed.

Night Shift Working: Night shift working within this agreement is defined as permanent night shift working or any employee engaged in permanent treble shift work.

Health Assessments: Employees engaged on night shift working shall be entitled to a free health assessment prior to taking up such duties and at periodic intervals thereafter.

8. Absence from Work

Employees prevented by sickness or any other cause from attending at work must inform their employer as soon as possible, but in any event within twenty-four hours with reason for absence.

9. Sick Pay

9.1 Employees shall require one year's continuous service with their employer before being eligible for sick pay.

In cases of genuine illness, employees after three days of absence supported by appropriate evidence, i.e., medical certificate or agreed substitute, shall receive one half of their normal weekly wage up to a limit of £176.46 per week for a period of six weeks. The employer shall thereafter review each case individually. Employees who have completed three years' continuous service with their present employer supported by appropriate evidence have the above benefits extended by a further six weeks.

- **9.2** In any case where the above payment augmented by Statutory Sick Pay (SSP) or together with Social Security exceeds the gross weekly wage, the amount of one half shall be reduced by the amount of excess.
- **9.3** In any week where both occupational sick pay and Statutory Sick Pay are payable, the above payment shall be augmented by the amount of SSP payable and this shall form the new occupational sick pay.
- **9.4** SSP linking rules will apply to GES sick pay arrangements. The linking rules can be found in the "Employers' Guide to Statutory Sick Pay". These linking rules as applied to GES sick pay are detailed below.
- **9.5** In the case of an employee absent from work for reasons of illness within fifty six calendar days of a previous absence during which he or she had been in receipt of sick pay from the employer, other than SSP, the following shall apply:where the SSP conditions allow the waiver of waiting days before SSP payments become applicable, the need for "waiting days" will also be waived in the case of the SPEF sick pay scheme.

This is subject to the overall limit, in any period of twelve months, of six or twelve weeks. The employer reserves the right to call for medical evidence in all periods of linked illness.

10. Maternity Provision

10.1 In addition to the statutory rights in regard to pregnancy, employees qualifying for 26 weeks maternity pay shall not lose entitlement for that period to benefits arising from membership of pension and/or sick pay scheme provided by the employer concerned.

10.2 An employee who is absent from work on maternity leave shall, subject to the statutory requirements, be entitled for the first 26 weeks to the benefit of the terms and conditions of employment (including accrual of annual holidays but excluding remuneration) which would have been applicable to her if she had not been absent on maternity leave.

11. Bereavement

An employee required to carry out officiating duties at the time of bereavement of immediate family should be paid honourable leave at his or her normal wage rate for a period of up to three days. "immediate family" is to be construed as mother, father, son, daughter, husband, wife, brother or sister.

Note: It is accepted that exceptional cases may otherwise arise, (e.g. sole relation) and it is recommended that sympathetic consideration be given in those cases.

12. Cancer Screening

The parties to this agreement recognise the value of early detection in reducing special dangers from cervical; breast; testicular; prostrate and other cancers and are committed to encouraging employees in the industry to undergo screening at the recommended frequency. It is recommended that onsite 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, taking account of company shift patterns, and where applicable, and evidence of attendance given, employees shall receive reasonable time-off with pay for this purpose.

13. Holidays

13.1 Annual Holiday Entitlement

Five weeks and one day of annual holiday shall be given to each employee who is in the employment of the firm for twelve consecutive months prior to 30 September of the holiday year (i.e., 1 October to 30 September) for which the holiday is given. The timing of the additional day of annual holiday, shall be determined by the employer.

Note: Legal Holiday Entitlement

Under the Working Time Regulations employees are legally entitled to accrue 4 weeks paid holiday in each leave year. This legal entitlement includes additional holidays contained

within the GES/Unite GPM Sector National Agreement and applies regardless of any period of sickness absence or maternity leave.

The annual holiday entitlement will be paid for on the basis of weekly average earnings as defined in paragraph 14.1.

Workers who change their employment during the holiday year shall, in lieu of annual holidays, be entitled to receive:-

- (i) from the employer from whom they have changed, in respect of the period between the preceding 30 September and the date of leaving employment; and
- (ii) from the employer to whom they have changed, in respect of the period between the date of commencing the employment and the following 30 September allowances on the basis of 0.50 days of their weekly wage for each full week of service with the employer concerned, provided that the period of service is not less than four consecutive weeks. Qualification for pay for annual holidays shall depend upon the period of employment in the appropriate holiday year (1 October to 30 September) irrespective of the date on which the holiday is taken.

13.2 Arrangement of Dates

13.2a Unless otherwise agreed between the employer and the employee two weeks' annual holiday shall be taken consecutively and between 31 March and 30 September and one week shall be taken between 1 October and 31 March inclusive and the remaining weeks shall be taken at any time between 1 October and the following 30 September.

13.2b Increased holiday entitlement means that every effort must be made to maintain customer service without increasing costs. Particular attention should therefore be paid to the provisions within this agreement relating to productivity (paragraph 16). In the arrangement of holiday dates every effort will be made to meet the wishes of individual employees in order that they may obtain full benefit from annual holidays, but it is recognised that where suggested holiday arrangements interfere unreasonably with production or customer needs, the employer must make the final decision in allocating annual holiday periods.

13.2c Where in a firm the normal 37.5 hour week falls within less than five full days (i.e., Friday is a short day) the holidays shall be five weeks and one day, i.e., there will be no claim for substitute time for Friday afternoon.

Note: See paragraph 14.4.

13.3 Working on Annual Holiday

Following the fixing of annual holidays, when an employee is called on to work during any period agreed as being his or her annual holiday the hours worked shall be paid for at time-and-half and another mutually agreed full day shall be substituted as a holiday with pay at the rate of wage ordinarily received for every day during his or her annual holiday period on which the employee has worked.

14. Additional Holidays

14.1 Entitlement

- 14.1a Employees shall be given eight additional days of holiday per annum paid for on the basis of average earnings as defined in paragraph 14.1, the payment for each holiday being one-fifth of average earnings as so defined. Any National Holidays in Scotland declared as such by Royal Proclamation shall be given and paid for in addition unless declared in substitution for 1 January. When Christmas Day, 1 or 2 January fall on a Saturday or Sunday a day or days in lieu shall be granted.
- **14.1b** When Christmas Day, 1 or 2 January or a specially proclaimed National Holiday fall on what is normally a nonworking night in a house where night-shift of four nights is being operated, a substitute night or nights shall be granted on a date to be fixed after consulting the wishes of the worker or workers concerned. It is recognised that in cases of difficulty which persist after there has been full consultation, the employer must make the final decision as to the substitute date.
- **14.1c** An employee who has been in a firm's employment immediately before a day of holiday arranged as above and who continues in employment after the holiday shall be paid for such holiday provided that he or she has not already received pay from a previous employer in respect of the holiday in question.

14.2 Absence

- **14.2a** An employee absent through sickness is entitled to payment for a designated holiday if he or she is available for work within the period of fourteen days immediately prior to or fourteen days immediately following the holiday.
- 14.2b An employee absent without permission on the working day before or after a single-day holiday shall lose qualification for the holiday unless he or she can prove sickness or other serious and unavoidable domestic emergency, in which case the provisions of the two immediately preceding paragraphs will apply. Where two or more days of holiday are taken together the loss of qualification referred to in the immediately preceding sentence shall be in respect of one day only.

14.3 Arrangement of Dates

- **14.3a** Arrangements shall be made in each house for the eight additional days of holiday to be taken as follows:-
- (i) 1 and 2 January;
- (ii) Christmas Day;
- (iii) five other days on such dates as shall be mutually agreed.
- **14.3b** It is open to individual employers and their employees to incorporate the additional days of holiday within periods of annual leave.
- **14.3c** Where the workforce and employer fail to agree on the disposition of those holidays not already defined in the Agreement, and after due attention to local holidays, the employer will have the final decision in determining the holiday dates.

14.4 Working on a Designated Holiday

Hours worked on any of the additional days of holiday arranged in terms of this Agreement shall be paid for at time-and-half in respect of holidays other than Christmas Day when double time is payable; another mutually agreed day shall be substituted as a holiday with pay. No production shall be carried out on New Year's Day. When an employee works on beyond the normal working hours of the house concerned he or she shall be paid in respect of such overtime at the rate of time-and-half up to 12 midnight and at the rate of double time thereafter, such overtime to be calculated on the premium rate stated as applying to work done on a designated holiday. The length of the substituted day shall not be affected thereby.

Note: It is the wish of both parties to the agreement that individuals are free to enjoy their holiday and that it will only be for reasons of immediate customer need that an individual will be asked to work on a previously agreed holiday.

14.5 Weekly Newspaper Production

In the case of weekly newspapers where a holiday falls on the day of or on the day prior to publication employees engaged on the newspaper may be required to work on that day. Payment shall be made and a substituted holiday shall be granted in accordance with paragraph 14.4 above. It is recognised that in certain weekly newspaper houses, essential production cannot be maintained if 2 January is taken as a holiday in addition to 1 January. In these cases arrangements shall be made for a holiday other than 2 January to be taken on another day which shall be chosen to suit the convenience of the employees concerned so far as production requirements permit and payment for the hours worked on 2 January shall be made in accordance with paragraph 14.4 above.

15. Holiday Pay

- **15.1** Average weekly earnings shall be paid on the basis of the AVERAGE WEEKLY EARNINGS for the first 13 weeks of the 15-week period immediately preceding the holiday week(s). The AVERAGE WEEKLY EARNINGS for the purpose of this calculation shall be the total of the employee's gross wages, as shown on his payslip for each of the 13 weeks divided by thirteen.
- 15.2 Where, in any of the 13 weeks, the gross pay is less than the CURRENT WEEKLY WAGE, then the employee shall be assumed to have earned the CURRENT WEEKLY WAGE for that week. CURRENT WEEKLY WAGE means the current remuneration for the individual employee for a normal working week of 37.5 hours excluding overtime. This comprises basic rate, machine extras and all other house payments made on a regular basis (e.g., merit money, flexibility, or shift allowance). Bonuses arising from Work Incentive Schemes shall be dealt with in accordance with the rules of the relevant schemes.

15.3 Where at the time of taking a holiday, an employee has been employed for less than 13 weeks, the divisor in the computation of the average shall be the number of weeks in that employment.

15.4 Accrual of Holiday Pay During Absence Through Sickness

Where an employee is absent through sickness no deduction is made from the accrued annual holiday entitlement (or from payment in lieu) for absences up to twelve consecutive weeks. In the case of an employee absent from work on account of sickness for a period longer than twelve weeks, employment shall be held to terminate in regard to holiday pay qualification at the end of twelve weeks' absence and any holiday pay due shall be paid at that time unless otherwise agreed between the employer and the employee.

15.4a Legal Holiday Entitlement: Under the Working Time Regulations employees are legally entitled to accrue 4 weeks paid holiday in each leave year. This legal entitlement includes additional holidays contained within the GES/UNITE GPM SECTOR National Agreement and applies regardless of any period of sickness absence or maternity leave.

16. Temporary Workers

An employee engaged on a temporary as distinct from a regular basis shall receive, at the end of the engagement, holiday pay on the basis of 0.50 days of his or her weekly wage for each complete week of employment unless termination of the employment is premature by the employee or for disciplinary reasons.

17. Leaving - Notice

- **17.1** No employee shall leave a regular situation without giving or receiving a fortnight's notice.
- **17.2** Such notice shall be given only on the last normal working day of each week.
- **17.3** Employees shall be considered regular hands and come under the meaning of this rule after four consecutive weeks' employment.
- **17.4** All wages due, including payment in lieu of accrued holidays, shall be paid at termination of notice.

Note: In terms of the Employment Protection (Consolidation) Act 1978, employees after two years' service are entitled to an additional week's notice for each year of continuous employment up to twelve years of such employment. Thereafter the notice should be a minimum of twelve weeks.

The parties to this Agreement are fully committed to a modern, effective and profitable printing industry within Scotland. It is fully understood by all concerned that this can only be maintained as the result of continued investment in plant and equipment and by the proper attention to the training of personnel at all levels within the industry. In order to ensure that the full benefits accruing from this policy are enjoyed by those engaged in the industry and also by their customers, particular attention must be given to the following:

- both parties to the Agreement will observe all recognised procedures in an effort to ensure that production is not unnecessarily interrupted
- every effort will be made to minimise absence from work and to inform the employer as soon as possible where absence is unavoidable
- every effort will be made to arrange for the continuous running of machines where practicable. Any limits placed upon running speeds or make-readies will be those governed by safety and quality considerations
- where the absence of a colleague occurs, every effort will be made to cover for the absence by means of a temporary re-arrangement of duties and by maximising the use of available skills within agreed procedures
- there will be full co-operation in the use of method study.
 Where, as a result of the use of a formal or informal method study, an improved method of working is established, this will not automatically generate additional payment.

19. Flexibility

- **19.1** The parties place great importance on the training of Unite GPM Sector members to enable them to acquire new skills and work flexibly.
- **19.2** 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.

To this end management, chapels and branches will agree arrangements to achieve these objectives, and where appropriate establish arrangements for the necessary training and retraining of Unite GPM Sector members to mutually agreed standards.

In accordance with the above, Unite GPM Sector members may consequently be called upon to carry out any of the duties within and between Craft and Grades B to D and transfer between machines, equipment and departments on a short or long term basis. No existing wage rates will be reduced as a result of temporary transfers under this clause.

Note: This clause is not intended to apply to occupations that are not specific to the productive needs of the printing industry.

18. Productivity

- **19.3** The parties recognise that it is the responsibility of Unite GPM Sector members to co-operate with, and where required assist in the training and retraining of other Unite GPM Sector members.
- **19.4** Machine crews will take all practical steps to achieve optimum running speeds, minimal downtime and full utilisation of their machines.
- 19.5 When less than a full crew reports for duty or a member of the crew is temporarily called away, the machine will be kept running by other member(s) of the crew for the remainder of the shift. 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.
- **19.6** It is not the intention of these clauses that printing machines or other machines and equipment normally operated by Craft or Grade B workers will be run by assistants alone.
- **19.7** 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.
- **19.8** No person shall be made redundant as a direct result of the implementation of these clauses.

20. Manning

- **20.1** Management and chapels will co-operate fully in achieving the most efficient manning levels taking account of machine, product and technological developments, particularly new equipment (existing or modified existing equipment) which can be run by a different complement of people.
- 20.2 Whenever appropriate, staffing levels will be determined on a departmental basis, so that UNITE 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 staffing arrangements is to make the most efficient use of machines and equipment, and to cover holidays, sickness and other absences.
- **20.3** No person will be made redundant as a direct result of the implementation of these clauses.

21. Costing Slips

Each employee shall complete a daily docket suited to the costing and other administrative requirements of the house, and, where requested, indicating for each job both time taken and output, times being stated in such fractions of an hour (not less than five minutes) as are required for the firm's accounting methods. Employees shall be encouraged to cooperate in using mechanical and electronic recording devices.

22. Health and Safety

- **22.1** The parties agree that the provision of a healthy and safe working environment is a vital aspect of the industry's activities. GES acknowledges the responsibility placed upon its members, under the 1974 Health and Safety at Work Act, to provide and maintain healthy and safe working conditions and, in particular, to provide such information, instruction, training and supervision as is necessary, to ensure so far as is reasonably practicable, the health, safety and welfare of all employees.
- **22.2** The Unite GPM Sector accepts the responsibility placed upon its members under the 1974 Health and Safety at Work Act.
- **22.3** The parties to this Agreement recognise the importance of the health and safety guidance drawn up by the Printing Industry Advisory Committee.
- **22.4** In order to develop and maintain healthy and safe working conditions, GES will continue to recommend that its members obtain copies of all relevant PIAC publications together with relevant HSC guidance, and that they should endeavour to implement the guidance contained within those publications, in consultation with chapel representatives. GES further undertakes to draw the attention of its members to the contents of relevant European Community Directives.

23. Equal Opportunities

- **23.1** The parties to this Agreement commit themselves to the development of positive policies to promote equal opportunities in employment regardless of workers' gender, sexual orientation, marital status, creed, colour, race and ethnic origins.
- **23.2** The parties are also committed to the development of positive policies to promote equal opportunities in employment for disabled people, as defined in the Disability Discrimination Act 1995.
- **23.3** GES member companies are therefore encouraged to establish policies in line with current legislation which will result in equal opportunities for disabled employees, and to consult employees and their representatives in the formulation and implementation of such policies.
- **23.4** These principles will apply in respect of all conditions of work including pay, hours of work, holiday entitlement, overtime and shiftwork, work allocation, guaranteed earnings, sick pay, pensions, recruitment, training, promotion and redundancy.
- **23.5** Management shall undertake 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.

- **23.6** The parties agree that they will review from time to time, through their joint machinery, the operation of this equal opportunity policy.
- 23.7 If any employee considers that he or she is suffering from unequal treatment on the grounds of gender, sexual orientation, marital status, creed, colour, race, ethnic origins or disability, or is suffering sexual harassment he or she may make a complaint which will be dealt with through the agreed procedures for dealing with such grievances.

24. Dignity at Work

- **24.1** 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.
- **24.2** These guidelines have been drawn up with the objective of preventing sexual and racial harassment and bullying at the workplace and are applicable to all companies and employees at every level.

24.3 Definitions

- 24.3a 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 sexual 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.
- **24.3b 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.
- **24.3c 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.

In this agreement, all of the above will be referred to under the general term 'harassment'.

24.4 General Principles

- **24.4a** 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.
- **24.4b** Employers have an obligation to provide an environment free of harassment. All employees have a responsibility to help to ensure that there is no harassment in the workplace. Management and supervision have a particular duty to ensure that harassment does not occur in 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.

Companies should ensure that managers and supervisors are familiar with their responsibilities under these guidelines and any problems which they may encounter.

24.5 Procedures

- **24.5a** 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.
- **24.5b** The grievance procedure may be used to deal with complaints of harassment, however complainants should follow the steps set out in paragraph (23.4) (a) above, in the first instance.
- **24.5c** 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.
- **24.5d** Where a complaint of harassment is not resolved through the informal process, or if it continues in any form, a complaint under the existing procedure for dealing with grievances should be made.
- **24.5e** 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.
- **24.5f** 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.
- **24.5g** 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.

24.5h Investigations of complaints should be handled with sensitivity and with due respect for the rights of both the complainant and the alleged harasser. Investigations and any subsequent disciplinary action need to be carried out quickly, confidentially and carefully.

24.5i It will not necessarily always 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.

24.5j 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.

24.5k It will be considered a disciplinary offence to victimise or retaliate against a person making a complaint of harassment, or assisting in an investigation.

24.6 These guidelines will be brought to the attention of all employees.

24.7 The parties agree that the operation of these guidelines will be reviewed from time to time.

25. Equal Pay

25.1 Grading of jobs is in accordance with the Equal Pay Agreement as amended. The parties to this Agreement affirm their commitment to the principles of the Equal Pay Act and to the provision of the Agreement on Equal Pay between them of original date, June 1975.

25.2 Joint Statement on Equal Pay:

The Equal Pay Act requires that women shall have equal treatment with men when employed on work of the same or of a broadly similar nature and this equal treatment extends to all elements of pay.

The Equal Pay (Amendment) Regulations 1983 provide the right for employees to claim equal pay for work of equal value with members of the opposite sex employed by the same employer (or an associated employer) under common terms and conditions of employment.

The equal treatment required by the Act includes nationally and locally agreed rates including any house rates, merit money or any other payment which may be made. In relation to additional payments, that is, merit, skill or responsibility money, men and women have the right to be assessed against the same criteria and to be paid the same rate where they meet the same criteria. Where different payments apply because of individual merit or special skill or responsibility these elements will appropriately be reflected in pay structures.

Where cases arise concerning equal pay for work of equal value which cannot be resolved at local level, such cases in common with all other matters which cannot be so resolved by the parties, will be subject to the provisions of the disputes and conciliation procedures contained within the National

Agreement without prejudice to the rights of the individual to make application to Tribunal under the equal pay legislation.

26. Training

The parties to this Agreement recognise the need to complement the industry's investment in technological developments with high quality training for its employees. Such training will wherever possible take full account of Nationally agreed standards of competence and lead to credits toward a vocational qualification accepted by the industry. In order to achieve the desired improvement in the provision and quality of production worker training and retraining in Scotland it is recognised that in the common interest a single Training Agreement covering all production employees is desirable. Such an Agreement will concentrate on the content, quality and means of delivery of training while matters relating to remuneration and conditions of employment for trainees will remain a matter for the Wages and Conditions Agreement.

27. Apprentices

27.1 Notification and Registration of Apprenticeships

It is recommended that chapel officials are informed of all apprenticeship vacancies within a company and that the cooperation of existing crafts people is sought in order to ensure understanding of the specific requirements of the training programme to be followed. The employer will register the vacancy with GES which will maintain the necessary records. These records will be available to branch officers on request.

27.2 Apprenticeship Period

The period of service under apprenticeship shall be determined by the attainment of the appropriate Scottish Vocational Qualification at Levels 2 and 3.

Any company taking an apprentice must have access to and be prepared to make use of, sufficient resources to ensure satisfactory training to national standards. In particular there must be sufficient journeymen in proportion to the number of apprentices employed to ensure that there is not undue production pressure put on apprentices learning their craft.

28. Time Off for Trade Union Training

The parties support the statement in paragraph 18 of the ACAS Code of Practice Time Off for Trade Union Duties and Activities (1991) that: "Trade Union Officials are more likely to carry out their duties effectively if they possess skills and knowledge relevant to their duties. In particular, employers should be prepared to consider releasing trade union officials for initial training in basic representational skills as soon as possible after their election or appointment, bearing in mind that suitable courses may be infrequent". In this respect GES and Unite GPM Sector reaffirm their support for the ACAS Code of Practice in this area.

Therefore, it is agreed that it is the duty of employers to ensure that reasonable time off with pay is given to officials to

undertake approved Unite GPM Sector and TUC and STUC Training.

It is accepted that officials who request paid time off to undergo training should:

- (a) give at least reasonable notice to management of nominations for training courses;
- (b) if asked to do so provide a copy of the syllabus or prospectus indicating the contents of the training course.

To this end, the Unite GPM Sector agrees to provide GES with advance notification of both dates and syllabuses for Unite GPM Sector and TUC/STUC courses.

These clauses shall not disturb existing arrangements in houses which provide better arrangements than those provided for in this Agreement.

Any disputes or differences arising from this clause shall be dealt with under the GES/Unite GPM Sector Disputes and Conciliation Procedure.

29. Time Off for Trade Union Activities

The parties support the statement in paragraph 20 of the ACAS Code of Practice Time Off for Trade Union duties and Activities (1991) that: "To operate effectively and democratically Trade Unions need the active participation of members. It can be very much in employers' interests that such participation is assured".

GES and the Unite GPM Sector also recognises that paragraph 22 of the ACAS Code of Practice states that "where a member is acting as a representative of a recognised union, 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 Council or Annual Conference".

To this end it is agreed that Unite GPM Sector members shall be entitled to reasonable time off for attendance at Branch Committee Meetings, Unite GPM Sector Executive Council Meetings, and Unite GPM Sector Executive Council sub-Committees.

In line with paragraph 28 of the ACAS Code of Practice, GES member companies should consider making available to officials the facilities necessary for them to perform their duties effectively and communicate effectively with their members, fellow lay officials and full-time Officers. In the interest of good industrial relations, companies are encouraged to notify the FoC/MoC of the names and locations of new employees. It is recognised that meeting new employees at an early stage is the responsibility of the local chapel officer.

These clauses shall not disturb existing arrangements in houses which provide better arrangements than those provided for in this Agreement. Any disputes or differences arising from this clause shall be dealt with under the GES/Unite GPM Sector Disputes and Conciliation Procedure.

30. Consultation on Redundancies

30.1 Both parties recognise and accept that the existing arrangements for dealing with proposed redundancies 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.

30.2 Therefore, the parties reaffirm their commitment to deal with proposed redundancies within the current GES/Unite GPM Sector Disputes Procedure through consultation and negotiations.

31. Pre-Retirement Arrangements

The parties 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 for those approaching retirement, and to consider the introduction of a phased reduction of working time without loss of pay in the three months prior to retirement.

32. Consultation on Business Transfers (Transfer of Undertakings)

- **32.1** Both parties recognise and accept that the existing arrangements for dealing with business transfers (transfers of Undertakings) 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.
- **32.2** Therefore, the parties reaffirm their commitment to deal with proposed business transfer within the current GES/Unite GPM Sector Disputes Procedure through consultation and negotiation.

33. Single European Market

The parties recognise the need for the Scottish printing industry to compete successfully in the single European market.

A Joint European Committee consisting of GES and Unite GPM Sector representatives will be established to monitor the operation of the single European market and its effect on the Scottish printing industry, its individual product sectors, and its employees. The terms of reference will be as follows

- (a) To identify ways to maximise the major commercial opportunities for the Scottish printing industry and those employed in it.
- (b) To identify ways to minimise the major commercial threats to the Scottish printing industry and those employed in it.
- (c) To anticipate and monitor the economic, social, technological and environmental changes that occur in or as a consequence of the single European market,

with particular reference to the Scottish printing industry.

(d) To develop where appropriate joint strategies that obtain maximum benefits from the single European market for the Scottish printing industry, and those who work in it.

These strategies to include:

- (i) Establishing channels of communication with the European Commission in order to influence, at all levels, the policies of the Commission and development of European legislation and other measures likely to affect the printing industry and those employed in it, including vocational training.
- (ii) The maximisation of these efforts, where appropriate at European level through the European Joint Committee and communication with and between Intergraf and the European Graphical Unions where both parties deem this necessary.
- (iii) To co-operate with Scottish and UK based multinational companies where appropriate in providing information, advice and assistance in relation to the European Directive on European Works Councils.

34. Disputes & Conciliation Procedure

- 34.1 It is agreed that in the event of any difference arising between an employer and his or her Unite GPM Sector employees which cannot immediately be resolved, then whatever agreement or, in the absence of such an agreement, the practice which existed prior to the difference shall continue to operate pending a settlement or until the procedure defined below has been exhausted.
- **34.2** It is the view of both parties to this Agreement that individual employers should draw up and agree with their employees a grievance and disputes procedure based on the ACAS Code of Practice "Disciplinary Practice and Procedures".
- **34.3a** House Level 1 A difficulty involving an individual or group of employees will normally be raised with the appropriate level of management or vice versa through the senior chapel officer or, if circumstances warrant, directly with the individual concerned.
- **34.3b** House Level 2 Any dispute or difference which (if it refers to an individual) has not been settled under paragraph (a) or which concerns a group of employees or an important principle, will be dealt with by the appropriate level of management and the Chapel officer concerned.
- **34.3c** Branch Level If a prompt solution does not result from stage (b) then the matter will be referred to the Unite GPM Sector Branch and to senior management who may, should it be desired, seek the assistance of GES.
- **34.3d** National Level Should the problem not be speedily resolved through the operation of the procedure provided under paragraphs (a) to (c) above, the parties shall

immediately and formally refer the problem respectively to GES and Unite GPM Sector headquarters (and, if appropriate, to the national offices of any other union involved in the problem) whose officials shall endeavour to find an acceptable solution.

- **34.3e** Independent Guidance Failing agreement by the means provided in paragraphs (a), (b), (c) and (d), the matter shall be referred to a joint panel representing GES and the Unite GPM Sector (along with any other union concerned). This panel will be convened under an independent chairman agreed by the parties. The independent chairman shall be charged with guiding and advising the panel and generally assisting them to resolve the dispute.
- **34.3f** Hostile Action No hostile action shall be taken by any party until the procedures provided in paragraphs (a) to (e) above have been exhausted.

35. Mutual Agreement

Where the phrase 'mutually agreed' is used in this Agreement it means agreed between an employer and a majority of the employees concerned, excluding those below eighteen years of age.

36. Alterations to the Agreement

Alterations, additions or amendments to the Agreement shall only take effect after being submitted to and approved by the respective executive councils of Graphic Enterprise Scotland and of the Graphical Paper and Media Union.

37. Termination

This Agreement shall remain in force until amended by subsequent agreement between the parties subject to three months' notice by either party.

MACHINE CLASSIFICATION AGREEMENT

38. Scope of The Agreement

The purpose of this Agreement is the regulation of machine extras to be payable in respect of the operation of photocomposition, platemaking, binding and finishing, carton converting and printing machines.

39. Consequential Claims

It is accepted by Unite GPM Sector that this Agreement will not give rise to claims from or on behalf of its members not covered by its terms.

40. Absorption

In the event of the introduction of new classifications for machines, processes or equipment not currently covered by this Agreement absorption will not take place from house payments.

41. New Machines Incapable of Classification in this Agreement

When a member of GES intends to introduce a machine which is to be manned by a member of Unite GPM Sector and is of a type of fundamental design new in Scotland and is of such a nature as regards complexity or output as prima facie to justify special agreement on manning and machine payments which cannot be classified within the scope of this Agreement, there shall be consultation prior to any such introduction of the machinery. Given that a trial period of operation is agreed, on the conclusion of such agreed period the machine shall be inspected by a Joint Committee of GES and Unite GPM Sector which shall confirm or alter, as appropriate, the arrangements made covering the period between introduction and inspection by the Joint Committee. The Joint Committee's decision regarding confirmation or alteration shall be subject to approval by the Executive Board of GES and the Executive Council of Unite GPM Sector.

Thereafter such machines shall be incorporated into this Agreement by way of Addendum and be treated in a similar manner to machines already included in the Agreement so that where machinery of a similar type is installed in any house and operating under comparable conditions the appropriate machine extra and manning provisions contained in the Agreement, if any, will apply.

42. Bonus Schemes

It is agreed that the payments provided for in the new machine classification arising from this Agreement are not to be considered as applicable either in whole or in part for calculation of incentive bonuses in existing schemes. Where machine extras have hitherto been included for the calculation of incentive bonuses, increases resulting from the new classifications shall not be included for incentive calculations except where agreement has been reached at house level to offset the additional costs involved.

43. Photocomposing Equipment

The following supplementary payments over and above the appropriate 'stab grade rate shall apply in phototypesetting departments after training.

Payment level 1	£25.04
Payment level 2	£34.98
Payment level 3	£49.98

44. Definitions

44.1 keyboards with or without character display (including VDU), free-standing or on-line, producing justified or unjustified input for phototypesetting: £25.04

44.2 free-standing keyboards with character display (including VDU), also operator programmable microprocessors capable of editing previously prepared material or page make-up in addition to producing input as in 43.1 above: £34.98

44.3 Free-standing general purpose computers programmed for composition using on-line peripheral equipment such as ASR, VDU and VDT magnetic tape, floppy discs, printers' magnetic discs, etc. (other than operations in 43.1 above):

£49.98

- **44.4** Phototypesetting units including photosetters on-line from keyboards but excluding display headline equipment and manually operated composing machines. Operators in charge of one or two machines carrying out own processing and proofing:
- (i) mechanical (e.g, Monophoto, Fotosetter and similar):

£25.04

- (ii) electronic (including justifying, hyphenation and other processing facilities): £33.89
- (iii) high speed electronic capable of producing over 150 characters per second output (260 8-point 11 pica lines or 53 square inches of typeset matter per minute): £49.98
- 44.5 Handwork related to phototypeset output (film or paper) and, in relation to this, carrying out with complete flexibility corrections, make-up including insertion of illustrations and including make-up of repro proof into page form when undertaken within a photocomposition department, imposition, proofing and operation of ancillary equipment, e.g., display and headline units: £25.04
- **44.6** Compositors operating specialised photocomposing systems providing the facilities for the automatic make-up of phototypeset matter together with the insertion of rule patterns (e.g., Formotype and similar) and carrying out own processing and proofing: £34.98
- **44.7** Readers (wholly engaged in reading phototypeset proofs): £25.04

45. Platemaking Equipment

The following supplementary payments over and above the minimum 'stab grade rate shall apply to journeymen engaged in the following:

Operators of printing-down frames also deep etching of plates and planning and assembly £14.93

Operators of step and repeat camera and/or printing-down machine £22.53

Automatic step and repeat machines (single or multiple image) £34.98

Operators of automatic surface plate processors £25.09

Operators of automatic processors with facilities for processing deep plate etch and multi-metal plates, ready for use £30.02

46. Binding and Finishing and Carton Converting Machines

The machine payments set out in this part of the Agreement apply above the appropriate stab rate to Unite GPM Sector operatives in the categories and operations defined. Categories and operations not defined are not affected by this part of the Agreement.

46.1 Machine Payments

Machines will be classified into four bands with the following rates of pay:-

Band 1	£16.68
Band 2	£25.04
Band 3	£34.98
Band 4	£49.98

A schedule of the classification is shown at paragraph 46.3.

46.2 Application of Machine Payments

46.2a The machine payments set out in this Agreement represent the total payment for a machine, payable to the minder responsible for the complete operation of setting and running the machine. In cases where there is more than one minder for the machine any division of this extra shall be determined at house level.

46.2b The evaluation of integrally designed machines such as gang stitchers with trimmers and ruling machines with a product finishing capacity is to be made as a complete unit. The evaluation of other combination machines where separate machines are linked is to add the various payments applicable to the separate units in order to establish the total payment application to the combination.

46.3 Classification for Binding and Finishing

The following classification will be applied to Class B operatives except where otherwise specified in the schedule. In determining the appropriate band the capacity, sheet size or speed to be used is the maximum specified by the maker, except in the case of section gathering machines where an "in use" principle applies.

46.3a Guillotines

Band 1:- non-electrically programmable machines with maximum length of cut 701-1,500 mm.

Band 2:- all types of machines with maximum length of cut over 1,500mm; all electronically programmable machines.

46.3b Sheet and Section Folders

Completely automatically fed, one or two folds excepted.

Band 1:- buckle and combination machines with maximum sheet size SRA2 (450 x 640 mm) or above but below SRA1

(640 x 900mm);- all knife book folders;- automatic section folders with 1/4 and 1/2 folds.

Band 2:- buckle and combination machines with maximum sheet size SRA1 (640 x 900 mm) or above.

46.3c Section Gathering Machines

Band 1:- machines with 16-30 stations in use.

Band 2:- machines with over 30 stations in use.

46.3d Adhesive Binding Machines

Band 1:- machines producing up to 3,000 cycles/clamps /binding strips per hour.

Band 2:- machines producing 3,001-5,950 cycles/clamps/binding strips per hour.

Band 3:- machines producing 5,951-9,950 cycles/clamps/binding strips per hour.

Band 4:- machines producing over 9,950 cycles/clamps/binding strips per hour.

46.3e Book Sewing Machines

Band 1:- machines with headop type feeders;- multiple section automatically fed machines such as Freccia Maxi 170.

46.3f Case-Making Machines

Band 1:- machines producing 8-15 cases per minute.

Band 2:- machines producing 16-50 cases per minute.

Band 3:- machines producing over 50 cases per minute.

46.3g Book Back Gluers and Liners

Band 1:- machines producing 25-35 strokes/cycles/binding strips per minute.

Band 2:- machines producing over 35 strokes/cycles/binding strips per minute.

46.3h Tipping and End Papering Machines

Band 1:- web fed or book block end papering machines

46.3i 3/5 Knife Trimmers

Band 2:- manually fed machines (where work is placed in the cutting position); - continuous sheet knife trimmers.

Band 3:- automatic and semi-automatic machines.

46.3j Rounding and Backing and Casing-in Machines (other than manually operated machines)

Band 1:- machines producing up to 1,600 books per hour.

Band 2:- machines producing 1,601-3,900 books per hour.

Band 3:- machines producing over 3,900 books per hour.

46.3k Blocking Machines

Band 1:- semi-automatic blocking and gilding machines.

Band 2:- automatic blocking and gilding machines.

46.31 Gang Stitchers

Band 1:- hand or hopper fed (sheets) with trimmer;- hopper fed (sections) with trimmer, with maximum running speed up to 6,000 copies per hour.

Band 2:- hopper fed with trimmer, with maximum running speed above 6,000 copies per hour.

46.3m Ruling Machines

Band 1:- automatic sheet fed machines.

Band 2:- automatic sheet fed machines on striker work or when two sides and two ways;- web fed machines including single knife folding and/or up to two inserters.

Band 3:- web fed machines with exercise book, padding, loose-leaf filler or spiral binding capability accepting a maximum paper width up to and including 1,059 mm.

Band 4:- web fed machines with exercise book, padding, loose-leaf filler or spiral binding capability accepting a maximum paper width above 1,059 mm.

46.3n Rotary Board Cutting Machines

Band 1:- all machines

46.30 Laminating Machines

Band 1:- all automatic machines

46.4 Classification for Carton Converting Machines

Band 1:- sheet-fed autoplatens below 1,260 mm, less than 6,000 sheets per hour; - straight line gluing with belt speed 200 meters/minute and above without time feed.

Band 2:- sheet-fed autoplatens below 1,260 mm, 6,000 and above sheets per hour; - sheet-fed autoplatens between 1,260 mm and 1,599 mm (inclusive), less than 5,500 sheets per hour; - gluers with time feed; - web-fed cutting and creasing; - web-fed cutting and creasing below 559 mm with in-line printing; sheet-fed autoplaten (gold-blocking) below 1,260 mm.

Band 3:- sheet-fed autoplatens between 1,260 mm and 1,599 mm (inclusive), 5,500 and above sheets per hour; - sheet-fed

Autoplatens 1,600 mm and above; - sheet-fed autoplatens below 1,420 mm with complete separation; - Programmer/operator numerically controlled laser forme-making; sheet-fed autoplatens (gold-blocking) 1,260 mm and above; - web-fed cutting and creasing with in-line laminating; web-fed cutting and creasing between 559 and 1,117 mm (inclusive) with in-line printing; - sheet-fed autoplatens 1,420 mm above with complete separation; web-fed cutting and creasing 1,118 mm and above with in-line printing.

The classification above covers all ancillary equipment and attachments.

If an employee is put onto work carrying a lower rate of pay for short periods, he or she will continue to receive the higher rate until a fortnight's notice of change to the lower rate has expired. If an employee is put onto work carrying a higher rate of pay, he or she will receive the higher rate, pro rata, for any period involved with a minimum of a day's payment at the higher rate.

47. Printing Machines

The terms of this part of the Agreement shall (with exception of exclusions specified in paragraphs 46.2) provide a basis for classifying printing machines and apply to machine men of letterpress, flexographic, lithographic and photogravure printing presses.

47.1 Non-Listed Machines

With the exception of the exclusions specified in paragraph 46.2 the terms of this agreement shall also apply to non-listed machines which have been rated at house level.

47.2 Exclusions

It is agreed that the following are excluded from the scope of this Agreement, namely newspaper presses, other presses above ten individual units (a "unit" is defined in paragraph 46.3), presses above 39,999 points value under formulae referred to in paragraph 46.3 and multi-web-fed presses.

47.3 Basis of Classification

It is agreed that with exception of continuous stationery machines (which are covered in paragraph 46.8) and the exclusions set out on paragraph 46.3, machine payments shall be established for the new machine classifications on the following basis:

a total points value is established for each machine, taking into account sheet size or web width, maker's speed and the number of individual printing units (i.e., forms, printing surfaces or printing cylinders).

The evaluation is in three parts:-

- (i) preparation allowance.
- (ii) running responsibility.
- (iii) speed allowance.

Machines with more than one printing unit receive a preparation allowance and running responsibility allowance for each individual printing unit, but only one speed allowance for each machine.

47.4 Sheet-Fed Machines

- (i) preparation allowance the area of the maximum sheet size is established in square inches and expressed as a points value.
- (ii) running responsibility allowance is established by cubing the breadth (smallest dimension) of the maximum sheet size in inches and multiplying by 0.033.

iii) speed allowance - by using the maximum machine speed specified by the manufacturer the speed allowance is established from the following table:-

Points
250
750
1,250
1,750
2,250

47.5 Reel or Web-Fed Machines

- (i) preparation allowance is established by multiplying the maximum web width in inches by 45 and expressing the result as a points value;
- (ii) running responsibility allowance is obtained from the following formula:-

$$\sqrt{\frac{preparation\ allowance}{1.4}} = A$$

 $A^3 \times 0.033 = running responsibility allowance.$

(iii) speed allowance - is obtained from the following formulae:-

web width (expressed in inches) + 45 - A (from (ii) above) = B

$$\frac{feet \ per \ minute * x720}{B} = speed \ factor$$

The speed allowance is then established from the following table:-

Speed factor	Points
Up to 1,999	250
2,000-3,999	750
4,000-5,999	1,250
6,000-7,999	1,750
8,000-9,999	2,250
10,000-11,999	2,750
for each extra 2000	500

47.6 Machine Payments

Printing machines (other than continuous stationery machines) are classified in the following bands. The payment for a machine is determined by calculating its point value using the method shown in paragraph 46.3 above and establishing its appropriate band as set out below:-

Points	Bands	£
Up to 999	-	5.01
1,000-1,999	Band 1	9.83
2,000-2,999	Band 2	13.17
3,000-3,999	Band 3	17.54
4,000-4,999	Band 4	19.83
5,000-5,999	Band 5	23.18
6,000-6,999	Band 6	26.42
7,000-7,999	Band 7	29.75
8,000-8,999	Band 8	33.13
9,000-9,999	Band 9	36.50
10,000-10,999	Band 10	39.79
11,000-11,999	Band 11	43.10
12,000-12,999	Band 12	46.47
13,000-13,999	Band 13	48.41
14,000-14,999	Band 14	53.06
15,000-15,999	Band 15	56.35
16,000-16,999	Band 16	59.72
17,000-17,999	Band 17	63.03
18,000-18,999	Band 18	66.38
19,000-19,999	Band 19	69.76
20,000-20,999	Band 20	72.99
21,000-21,999	Band 21	76.38
22,000-22,999	Band 22	79.67
23,000-23,999	Band 23	83.02
24,000-24,999	Band 24	86.37
25,000-25,999	Band 25	89.73
26,000-26,999	Band 26	92.93
27,000-27,999	Band 27	96.27
28,000-28,999	Band 28	99.64
29,000-29,999	Band 29	102.96
30,000-30,999	Band 30	106.17
31,000-31,999	Band 31	109.23
32,000-32,999	Band 32	112.95
33,000-33,999	Band 33	116.24
34,000-34,999	Band 34	121.31
35,000-35,999	Band 35	122.93
36,000-36,999	Band 36	126.27
37,000-37,999	Band 37	129.52
38,000-38,999	Band 38	132.89
39,000-39,999	Band 39	136.24

(i) where there is more than one minder on a machine the first minder shall receive three-fifths of the machine extra, as set out in the tables above, and the second minder two fifths. Any additional minder on the machine shall receive a payment equivalent to one-third of the machine payment.

^{*} maximum specified by manufacturer

- (ii) where there is more than one minder on a machine the minder in charge shall receive a payment of £11.56 and each additional minder £2.88 in addition to the payment for him/her in (i) above.
- (iii) journeymen printers operating a machine covered by the machine classification formula above will receive a minimum machine payment of Band 3.
- (iv) a final year apprentice operating a machine or, in the case of multi-coloured machines, fully trained and a recognised member of the machine room will receive 50% of the agreed machine classification payment.
- (v) operators of small offset machines will receive the appropriate Band payment.

The machine payments provided as a result of the Agreement shall be above the appropriate 'stab rate specified in the agreement and will cover the following:-

- (i) on sheet-fed machines: all ancillary equipment and attachments (other than bronzing attachments and numbering devices and, on litho machines only, ultra-violet ink curing and infra-red in drying attachments), including the previously listed payments for semi-automatic and automatic feeders and anti-set off devices;
- (ii) on reel/web-fed machines (other than continuous stationery, counter check book and reel-fed platen machines which are covered separately) all attachments and ancillary equipment (other than folders and sheeters), for feeding, controlling and delivering a single web in whatever form, i.e., no additional payments for attachments and ancillary equipment will be payable.

47.7 Additional Payments

It is agreed that payments covering bronzing, numbering folding and sheeting will be as follows:-

Bronzing - operators engaged on bronzing shall receive £3.96 per day or part of a day, or in the case of those working shifts, £3.09 per shift or part of a shift.

Numbering devices - for each machine of which no fewer than four and not more than ten numbering devices are in use £0.95 per day extra. For each machine on which more than ten numbering devices are in use £1.98 per day extra.

Folders and sheeters - to the minder in charge of a machine equipped with a fixed or variable folder and/or sheeter: machines with a maximum web width above 17 inches and up to and including 40 inches £3.80 per week when in use. Machines with a maximum web width over 40 inches £7.53 per week when in use.

It is agreed that the payments for ultra-violet curing and infrared drying on sheet-fed litho machines will be as follows:-

Ultra-violet ink curing and infra-red ink drying - the minders on a machine with one or more UV curing and IR drying attachments (whether between printing units, on the delivery or free standing) shall receive an additional payment for any week during the whole or part of which UV/IR attachments are in use as follows:-

Each Machine Minder
Assistants who qualify
£19.74
£15.62

47.8 Classification of Counter Check Book, Continuous and Reel-Fed Platen Machines

47.8a Evaluation

The parties agree that the basis of classification will be as follows:-

A points value is established for each machine taking into account maximum reel width, maximum maker's speed, the number of individual printing units (i.e., forms, printing surfaces or printing cylinders) and the number of paper reels. Points are also allocated if a double folder is fitted. Evaluation is according to the following table:-

- i) basic machine to include all attachments and ancillary equipment except that listed elsewhere in this appendix, including:- one printing unit; one paper reel up to 14 inches width; one carbon reel; line gumming and/or crimping, all types of perforation, sprocket punching, file punching, corner cutting or other specialised punching; all numbering devices; counter marking; re-reeling, folding or sheeting 150 points
- ii) extra printing units, hot or cold carbon printing units to count as a printing points

 30 points
- iii) extra paper reels including any necessary carbon reels, spot/line gluing and perforation 50 points

iv) web width 14 inches and below No extra over 14 inches up to and including 24 inches 10 points

over 24 inches up to and including

36 inches 30 points

vi) double folder 15 points

vii) speed (specified by manufacturer)

Up to 100 f.p.m. No extra 100-300 f.p.m. 30 points 301-400 f.p.m. 60 points 401-500 f.p.m. 100 points 501-700 f.p.m. 150 points 200 points 701-900 f.p.m. 901-1,100 f.p.m. 250 points 270 points 1,101-1,200 f.p.m. 1,201-1,300 f.p.m. 290 points Above 1,300 f.p.m. 300 points

47.8b Machine Payments

Machines are classified in bands. The payment for a machine is appropriate band as set out below. This payment is payable to determined by calculating its point value and establishing its

a minder who has used the requisite facilities on the machine for part or whole of the pay week concerned.

i) these payments apply over and above the minimum 'stab rates referred to in the Agreement.

Points	£	Points	£
150-200	16.19	451-500	36.12
201-250	19.50	501-550	39.47
251-300	22.84	551-600	42.82
301-350	26.18	601-650	46.09
351-400	29.49	651-700	49.47
401-450	32.79		

Continuing at £2.91 per 50 points.

ii) a second minder shall be employed on any machine when more than 120 numbering boxes are being used, or when a machine is operating with two separate deliveries. The rate payable for a second minder shall be £16.68 above the appropriate 'stab grade rate.

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