

HUMAN RESOURCES WORKING TIME REGULATIONS WORKFORCE AGREEMENT

1. This agreement comprises a workforce agreement for the purposes of Regulation 23 and 41 of the Working Time Regulations 1998.
2. This Agreement applies to all Thames Valley Police officers up to and including the rank of Chief Inspector.
3. Parties to the Agreement
 - a) The Chief Constable of Thames Valley Police *and*
 - b) The Joint Branch Board of the Thames Valley Police Federation.
4. Definition

In this Agreement

- a) 'WTR' means the Working Time Regulations 1998 and 1999. For the purposes of this agreement a Police Officer will be deemed an employee.
- b) 'Employee' means any Police Officer serving in a rank below Superintendent in Thames Valley Police.
- c) Maximum weekly working time is 48 hours in a seven day period averaged over 20 weeks.
- d) Compensatory rest means a period of rest provided to an employee who is unable, due to the exigencies of duty, to take his normal Daily or Weekly rest periods. The compensatory rest should be equivalent to the period of rest not taken by the employee. However, this is not an additional period of rest and can be taken on a rostered rest day.

5. Entitlements Under Other Provisions

This agreement is made recognising that where Police Regulations provide more favourable conditions for staff those Regulations will take precedent over the Working Time Regulations.

In accordance with Regulation 17 WTR the standards adopted in this agreement in respect of:

- a) Meal Breaks
- b) Rest Days
- c) Duty Rosters
- d) Annual Leave shall be those granted under Police Regulations.

Updated April 2008

6. Definition of Working Time for the purposes of the Working Time Regulations

For the purposes of the WTR, working time shall include:

- a) Any period which the employee is working, at his/her employer's disposal and carrying out his/her duties whether paid nor not.
- b) Any period during which the employee is receiving relevant training (any training which is a requirement of the role or future designated role) and shall include agreed time limits for pre-reads.
- c) Any time spent travelling as a requirement of the role. This does not include travelling between their home address and their normal place of duty except in circumstances described in e) below.
- d) Travel time which is outside of normal rostered duty hours and not currently covered by police regulations 22 (England and Wales) and Equivalent regulations for Scotland and Northern Ireland), to and from duty other than the normal place of duty, e.g. temporary postings.
- e) Travelling time to and from home when required to:
 - i) work on a rest day or Public Holiday with less than five days notice; or
 - ii) required to perform your normal daily period of duty in more than one Tour of Duty; or
 - iii) recalled to duty between two Tours of Duty.
- f) Travelling between home and the location of a training course other than at their normal place of duty.
- g) Any period when the employee is on call or on standby and is contacted over a work related matter.
- h) Any time spent working at home on any job related issue at the request of a Line Manager.

7. Modification of the Reference Period in relation to the maximum weekly working time .

It is agreed that the reference periods specified in Regulations 4 (3)a and 4 (3)b of the WTR shall be modified under Regulation 23 (b) of the WTR such that:

- a) The reference period for the 48 hour average working week shall be 20 weeks.
- b) The reference period shall be a rolling period of 20 weeks commencing on the start date of this agreement.

8. Individual agreement to exclude the maximum weekly working time

In order to ascertain whether or not individual employees would want to agree to exclude the maximum weekly working time as is permitted by Section 5 of the WTR the Chief Constable shall, in the case of each employee, contact the employee in writing explaining this right. This letter will be jointly signed by the Joint Branch Board Secretary of the Police Federation. Any employee will, therefore, be enabled to exclude the maximum by indicating their agreement to the same in writing to the Chief Constable.

Updated April 2008

This agreement does not negate managerial responsibility either for ensuring adequate work/home life balance or for ensuring that the health , welfare and safety of employees are not affected adversely by excessive voluntary hours

An employee will not be encouraged or coerced into signing any such agreement, or suffer any detriment for failing to sign it.

9. Night Working

a) For the purposes of the WTR it is agreed that the night time period shall be from 2200 to 0600.

b) A night worker is recognised as someone who as a normal course works at least three hours of each daily working time during night time.

c) A night worker's normal hours of work in the 20 week reference period shall not exceed an average of eight hours for each 24 hours.

d) That a Police Officer who regularly works shifts which includes nights, irrespective of the shift pattern actually worked, should be a night worker for the purposes of this agreement.

e) It is agreed that for night workers the risk assessment procedure under the management of Health and Safety Regulations 1999 shall be implemented to identify special hazards, heavy work or mental strain. Where it is identified that individuals are working in such conditions their working hours at night time will be limited to eight hours maximum.

f) Any worker classified as a night worker must be given the opportunity of a free health assessment before undertaking night work and be moved from night work where a doctor has advised that his or her health may be suffering as a result of working at night. However it is agreed that it would be good practice for all Police Officers regardless of whether they are 'night workers', to be given the opportunity of a free health assessment, (which in the first instance will be a self generated completed questionnaire followed by additional assessments if required).

10. Modification of the reference period in relation to the length of night work

It is agreed that the reference periods specified in regulation 6 (3)a and 6 (3)b of the WTR shall be modified under Regulation 23 (b) of the WTR such that:

a) The reference period shall be 20 weeks; and

b) the reference period shall be a rolling period of 20 weeks commencing on the start date of this Agreement.

11. Daily Rest Period

A rest period of not less than eleven consecutive hours in each 24-hour period; unless the Joint Branch Board agrees otherwise and subject to an equivalent period of compensatory rest, e.g. quick changeovers.

12. Weekly Rest Period

For the purpose of the Regulation 11 WTR, the seven day period shall commence at the start of the working day on the Monday of each week.

Updated April 2008

13. Compensatory Rest

- a) It is agreed that where, due to exigencies of duty or the interruption of a period of rest **while on call**, an employee is precluded from enjoying a rest period of not less than 11 consecutive hours in a 24 hours period, the employee shall whenever possible receive appropriate compensatory rest.
- b) Except in extreme circumstances of exigencies of duties, a daily rest period of 11 hours compensatory rest will be granted within 7 days, a weekly rest period of 24 hours compensatory rest will be granted within 28 days.
- c) It is agreed that if, **whilst on call**, an employee receives a telephone call/s which totals more than 10 minutes he/she shall, except in extreme circumstances of exigencies of duty, receive appropriate compensatory rest.

14. Compensatory Rest on Rest Days

Under this agreement Compensatory Rest can be granted on only one of the rest days granted under the Police Regulations. However, this shall not be the first of any rest day period. Not more than one period of compensatory rest shall be allocated to any one nominated day.

15. Annual Leave

It is agreed that the Annual Leave period shall commence on 1 January each year.

16. Notice

- a) This Agreement shall last for a period not exceeding two years;
- b) The agreement may be terminated by either the JBB or Chief Constable giving to the other no less than three months notice to terminate all or such part of this Agreement as may be specified in the notice in relation to all employees as may be specified in the notice;
- c) The Agreement, or parts of it, may be terminated immediately if both the JBB and the Chief Constable agree:

This Agreement is made the 4th day of June 2008 between:
Signed by:
Ms Sara Thornton
The Chief Constable of Thames Valley Police
Signed by:
PC Andrew Viney (Police Federation Secretary)

The Joint Branch Board Secretary, for and on behalf of, the Joint Branch Board of Thames Valley Police Federation.

THAMES VALLEY POLICE

Individual agreement to be excluded from the maximum weekly working time

**Maximum weekly working time for Thames Valley Police 48 hours per
seven day period averaged over 20 weeks (the reference period)**

Ihereby agree that the 48
hour limit on average weekly working time should not apply in my case.

I understand that :

1.

This agreement is for a period of two years. OR

2.

Will end on (insert date)..... AND

3.

That I can terminate this agreement after giving 7 days notice

Signed.....

Date.....

Name.....

Rank/Number.....

BCU/OCU/Dept.....

This form should be returned to: The officer's local HR Manager