



GWENT POLICE WORKING TIME REGULATIONS

WORKFORCE AGREEMENT FOR FEDERATED RANKS WORKING APPROVED VARIABLE SHIFT ARRANGEMENTS



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Introduction

It is accepted that the Working Time Regulations 1998 (as amended) are an important piece of legislation in terms of health and safety. It is also accepted that the nature of police work means that certain activities inevitably conflict with the provisions of these regulations. While Gwent Police is committed to accepting the requirements of the Working Time Regulations, certain derogations have been agreed with the Police Federation by means of this Workforce Agreement in order to ensure the continued operational efficiency and effectiveness of the force. The Working Time Regulations may be modified or excluded by virtue of Regulation 23 – Collective and workforce agreements.

In the application of this agreement Gwent Police will pay due regard to the Equality Act 2010 and will not discriminate against any persons regardless of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex, and sexual orientation.

This agreement is made on 2nd July 2015 between:

(1) The Chief Constable of Gwent Police

AND

(2) The Joint Branch Board of Gwent Police

Conditions:

- (a) This comprises a Workforce Agreement for the purposes of Regulations 23 And 41 of the Working Time Regulations 1998 and shall come into effect on 20th April 2015.
- (b) Chairman and Secretary have been authorised on behalf of the Joint Branch Board to sign this agreement.
- (c) The following terms used in this agreement have the meanings assigned to them below:

“WTR” means the Working Time Regulations 1998 (as amended) 1999

“Chief Officer” shall mean the Chief Constable and includes any officer with delegated authority from the Chief Constable.

“JBB” shall mean the Joint Branch Board of Gwent Police.

“PNB” means the Police Negotiating Board of the United Kingdom.

“Staff Association Representative” means an elected representative of Gwent Police Federation.

Definition of Terms:

Compensatory Rest A period of rest the same length as the period of rest that a worker has missed.

Derogations Changes or exceptions to the Working Time Regulations which can be made in a Workforce Agreement.

1. **Scope of the Agreement**

- (a) This Agreement will apply to all constables, sergeants, inspectors and chief inspectors, as noted in the attached appendices, who in their normal course of duty work a variable shift arrangement.

Note. All officers falling outside 1a are subject to a separate Workforce Agreement for non shift workers. Any officer or group of officers who seek to be included in the scope of this agreement must ask the permission of

their Line Manager, the Joint Branch Board of the Police Federation and finally the Chief Constable. All requests must be accompanied by a copy of the proposed shift pattern.

2. **Entitlement under other provisions**

If any matters that are subject of this agreement are subsequently subject to national negotiations via the PNB, Police Regulations or other nationally agreed process and the terms of such national agreement are, to any extent, an improvement for the benefit of officers defined within the document, then only to the extent that they are of benefit, nationally agreed matters will take precedence. Any such changes will be effected through the JSNCC and the Workforce Agreement will be monitored through the JSNCC.

3. **Working Time**

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

- (a) Any period where an officer is working, at the Chief Officer's disposal and carrying out his/her activities or duties:
- (b) Travel on the Chief Officer's instructions between home and any place of duty not being the officer's usual place of duty.
- (c) Travel to and from training courses other than at the normal place of duty.
- (d) Such periods when the officer, when on-call or on standby, is interrupted for a work related matter (over the telephone or otherwise), including travel time when called out.

When an officer is away from the workplace when 'on-call' and accordingly free to pursue leisure activities, on-call time is not working time.

- (e) Time when an officer is undertaking approved and authorised training.
- (f) Travel to and from the officer's usual place of duty, or such other place of duty as the Chief Officer instructs, but at a time other than the rostered starting or finishing time for that day (e.g. to and from court).
- (g) Time spent working at home at the request of a line manager to undertake any police related task.
- (h) Where an officer is required to attend work-related functions outside normal rostered duty hours as part of their duties.
- i) Anytime spent in travelling to and from his/her place of duty in circumstances covered by Regulation 26 Annex H 3) I) or Regulation 22 (4) of Police Regulations 2003 (Travelling time treated as duty - public holidays, rostered rest days, two tours of duty and recall to duty).

- (j) Where an officer is spending agreed time carrying out staff association responsibilities, including misconduct enquiries, equal opportunity enquiries and safety representative roles.
- (k) Officers meal breaks taken whilst on duty are regarded as working time.

Time spent travelling between home and the normal place of work does not count as working time.

4. **Maximum Working Week (Regulations 4 and 5)**

It is agreed between the Chief Officer and the Joint Branch Board that the maximum length of an eight-hour rostered shift (including night shift) be set aside, to allow for a workable variable shift arrangement within Gwent Police. Details are agreed in the attached Variable Shift Working Protocols.

- (a) The reference period for the 48 hour average working week shall be 17 weeks.
- (b) The reference period shall apply in relation to successive periods of 17 weeks, the first such period commencing on 20th April 2015.
- (c) All officers will record hours worked in the appropriate format for their rank (as determined by Gwent Police). Records will be kept for a minimum of two years from the date on which they are made.
- (d) The pro forma terms upon which any officer may agree with the Chief Officer, that the maximum weekly working time will not apply in his/her case will be in the opt out form. Copies of any opt out forms shall be retained on personal files. A record of the names of officers who have signed an opt-out agreement will be available for inspection Human Resources on reasonable notice within seven days, by a representative of the Joint Branch Board and any safety representative appointed by the Joint Branch Board.

NB. The opt out form enables an officer to voluntarily enter into an agreement with the Chief Officer to exceed the permitted average maximum of 48 weekly hours during the 17 week period. It does not entitle individual officers to opt out of this Workforce Agreement.

- (e) The notice period for commencing or terminating the opt-out agreement (as defined above) between an officer and the Chief Constable is 7 days.
- (f) Both parties to this agreement do not encourage officers to derogate and work in excess of an average of 48 hours in a reference period as defined in (a) above. It is, however, equally recognised that in the police service, at times of emergency, extended hours are unavoidable.
- (g) In applying this agreement, the principles applied are that no officer will be routinely rostered to work hours of duty in excess of those specified in Police Regulations. The routine expectation will be that officers will have a working week based upon 40 hours duty. Both parties to the agreement

recognise that circumstances will on occasion require additional hours to be worked beyond the routine hours of work.

- (h) All officers will be encouraged to make use of rest days and periods between rostered tours of duty for the purposes of rest. As an example, the practice of officers attending their places of work on rest days or in rest periods to complete clerical duties should be discouraged. In addition, officers should be encouraged to take their full entitlement of annual leave.

5 **Night Working (Regulation 6)**

- (a) Night time will be defined as being the period from 2200 hours to 0700 hours.
- (b) A 'night worker' shall mean an officer who regularly works any three hours between the hours of 2200 and 0700 as part of a shift pattern. As all officers can be required to work varying shift patterns and have frequent duty changes imposed, they will be deemed to be night workers.
- (c) It is agreed that police work by its very nature can constitute a special hazard or involve heavy physical or mental strain. However, this agreement excludes the application of section 6 (7) of the WTR in relation to the maximum 8 hour night shift for night workers undertaking such work in order to maximise flexibility in utilising shifts of up to 12 hours in length.
- (d) Officers will not be rostered to work in excess of the following hours, as noted in the attached shift protocols. Additional hours, however, may be required to be worked as overtime.

6 **Health Assessments (Regulation 7)**

- (a) All officers are entitled to be afforded the opportunity of a free health assessment. Such assessments should be offered to shift workers prior to their being assigned to shift work and regularly thereafter.
- (b) The health assessment will be on a voluntary basis and it is agreed that no officer shall suffer any detriment by declining the health assessment.
- (c) During any period between assessments, if an officer believes he/she has developed any health-related condition, which may be adversely affected by his/her shift working, the officer may request to be granted an interim health assessment.

7 **Start Time of the Working Day**

The start of the day for Gwent Police will be 0700. This may be temporarily changed for specific operational requirements, subject to agreement between the Chief Constable and Joint Branch Board.

8 **Daily Rest (Regulation 10)**

- (a) A period of not less than 11 consecutive hours daily rest (between each tour of duty) is required in every 24-hour period. Therefore, every duty roster will make provision for an interval of not less than 11 hours between the ending of an officer's daily period of duty and the beginning of his/her next period of duty.
- (b) Where, due to the exigencies of duty or the interruption of a period of rest, an officer is precluded from enjoying a rest break of 11 consecutive hours in a 24-hour period, compensatory rest will be granted and should immediately follow the interruption. If operational demands prevent the officer from taking his/her rest period entitlement, the date on which the compensatory rest is to be provided must be notified to the officer concerned as soon as possible and no later than four days after the interruption to which it relates.
- (c) Any recall to duty, will create an entitlement to a new uninterrupted period of 11 hours and could result in a delayed return to any duty planned for the following day. Where this is not possible, an equivalent period of compensatory rest will be provided.
- (d) Where recalled to duty from either standby or call-out, entitlement to a new 11-hour rest period will commence from the time of returning home. If the requirement to work can be achieved while remaining at home, the 11-hour rest period will commence from when that work is concluded.
- (e) Compensatory rest should not be accumulated, since it is required for safety reasons. It should, therefore, be taken within ten days of the interruption.

9 **Weekly Rest (Regulation 11)**

- (a) An officer is entitled under Police Regulations to an uninterrupted rest period of not less than two rest days per week. A week means a period of no more than seven days.
- (b) An officer is entitled under the Working Time Regulations to an uninterrupted rest period of not less than:
 - 24 hours in each seven-day period; or
 - two uninterrupted rest periods of 24 hours in each 14-day period; or
 - one uninterrupted rest period of not less than 48 hours in each 14-day period.
- (c) In every duty roster, the interval between each of an officer's rest days will not exceed seven days.
- (d) Where an officer is not able to enjoy two uninterrupted rest days in a period of 14 days, then the Chief Officer shall secure that the officer will enjoy two periods of not less than 24 hours uninterrupted rest in addition to that to

which the officer is already entitled under Regulation 11 Working Time Regulations in the next 14-day period.

- (e) In providing any additional period of daily or weekly rest, the Chief Officer will be entitled to rely upon any additional provisions of the Police Regulations 2003, as fulfilling the purposes of this provision. By way of example, rest days provided by Police Regulations, which are over and above the entitlement for rest days within the Working Time Regulations, may be used to provide the compensatory rest period.
- (f) The 14-day period shall, for the purposes of Regulation 11 Working Time Regulations, commence at 0700 and be a rolling period.

The provisions of The Police Regulations 2003 take precedence as the provisions are more favourable to the officer.

10 **On Call and Standby**

- (a) Officers should not routinely be on call or standby on rest days or annual leave days or on public holidays where they are not required to perform a tour of duty.
- (b) If an officer volunteers to participate in formal 'on call or standby' arrangements, then this time in itself is NOT regarded as working time. If the officer is contacted by telephone to provide advice in relation to police matters, then the time spent dealing with the issue is counted for the purposes of working time.
- (c) If an officer is required to immediately attend for duty, for the purposes of working time, the time is counted from when the call was received. Compensatory rest will commence when the officer has completed duties.

11 **Annual Leave**

- (a) The annual leave year for all officers will commence on 1st April each year.
- (b) Police Regulations will determine an officer's annual leave entitlement and govern the way it is taken.
- (c) It is agreed that where an officer leaves the force, he/she will be paid for all untaken and accrued annual leave entitlement under the Police Regulations (and not merely that which was accrued and due under the Working Time Regulations).
- (d) The annual leave will be converted to hours, see the appendices.

12 **Officers with Outside Business Interests**

In accordance with Police Regulation 7, it is a requirement for officers to seek permission prior to undertaking any outside 'business interest'. Those undertaking other paid employment may be asked to complete the opt out form where they will exceed the maximum working week of 48 hours.

13. **Other Special Cases (Regulation 18 & Regulation 21)**

- (a) The limits in respect of the maximum working week, night work, daily rest, weekly rest and rest breaks, do not apply in respect of:
- (i) unusual or unforeseen circumstances beyond the control of Gwent Police;
 - (ii) an accident or an imminent risk of accident.
- (b) 'Unusual or unforeseeable circumstances' are defined as murder investigations and other major crimes, natural disaster or civil emergency and major public disorder situations. The first seven days of such an incident or at other exceptional points during the investigation or situation will be excluded from the Working Time Regulations.
- (c) In cases where the limits have been set aside for the reasons outlined in paragraphs (a) and (b) above, compensatory rest shall be given as agreed under Regulations 10 and 11 of the Working Time Regulations, in accordance with Regulation 24 of the Working Time Regulations.

The provisions of The Working Time Regulations would not normally be expected to be set aside, during planned operations.

14 **Amendments**

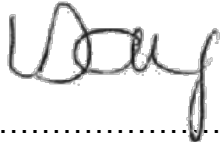
Any amendment to this agreement must be made in writing signed by both the Chief Officer and on behalf of the Joint Branch Board.

15 **Notice**

This agreement will no longer be renewed annually. The agreement or part of the agreement as specified may be terminated by either the Joint Branch Board or the Chief Officer by giving to the other party no less than three months notice in writing, or such shorter time as may be agreed on both sides.

16 **Commencement and Term**

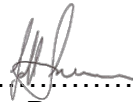
The commencement date of this agreement is 20th April 2015.



Signed by:
Jeff Farrar QPM
Chief Constable



Signed by:
Jeff Mapps
Chairman Joint Branch Board



Signed by:
Victoria Day
Secretary Joint Branch Board