Working Time Regulations
Collective Agreement
for
Police Staff
(including paid transport home facility )

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At the time of ratifying this procedure, the author is satisfied that this document complied with relevant legislation and Force requirements.

Sign and date

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(Author(s))
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1. Responsibilities

1.1 Overall responsibility for compliance with the rights and obligations outlined in the Working Time Regulations 1998 (as amended) and the Working Time Agreement rests with the office of Chief Constable, as employer of police staff.

1.2 Managers have responsibility to ensure that the requirements of the Regulations are being applied correctly and adhered to at all times, subject to those derogations as agreed with Unison by means of this Working Time Agreement.

1.3 Members of police staff have a responsibility to comply with the requirements of the Working Time Regulations as defined in the Working Time Agreement.

1.4 All individuals have a duty of care to ensure that they, their staff and colleagues are not working excessive hours in their current post or as a result of any business interest or secondary occupation.

1.5 The Health and Safety Unit will carry out audits of duty recording systems throughout the Force.

2. Guidance

2.1 Introduction

2.1.1 The Working Time Regulations were introduced in October 1998 to implement the European Union Directive on Working Time. The Working Time Regulations 1998 (as amended) include basic entitlements and limitations concerning the organisation of working time.

2.1.2 It is accepted by the Chief Officer that the Working Time Regulations 1998 (as amended) are an important piece of health and safety legislation. It is also accepted by the Chief Officer that the nature of police staff work means that certain activities may inevitably conflict with the provisions of these regulations. While the Chief Officer is committed to accepting the requirements of the Working Time Regulations, certain derogations have been agreed with Unison by means of this Agreement in order to ensure the continued operational efficiency and effectiveness of the Force.

2.1.3 In this Agreement:

(a) “Chief Officer”, unless the context otherwise requires, includes any officer/manager with delegated authority from the Chief Constable.

(b) “Unison” means the Cheshire Branch of Unison.

(c) “Member of police staff” means any police staff employee of the Cheshire Constabulary

(d) “Young worker” means a member of police staff who is not 18 but is over the compulsory school age.
2.2 **Parties to the Agreement**

2.2.1 This Agreement is made on the (day) day of (month) (year) between:

(a) Chief Constable of the Cheshire Constabulary, Constabulary Headquarters, Clemonds Hey, Oakmere Road, Winsford, Cheshire CW7 2UA, the “Chief Officer”.

AND

(b) The Cheshire Branch of Unison, Constabulary Headquarters, Clemonds Hey, Oakmere Road, Winsford, Cheshire CW7 2UA, “Unison”.

2.3 **Scope of the Agreement**

2.3.1 This Agreement comprises a Collective Agreement for the purposes of Regulation 23 of the Working Time Regulations 1998 (as amended).

2.3.2 This Agreement shall apply to all police staff members of the Cheshire Constabulary.

2.3.3 If any section or sub-section of this Agreement is subject to national negotiation by the Police Staff Council or nationally agreed process, the terms of such national agreements will take precedence.

2.3.4 This Agreement also introduces guidance for line managers and police staff on long working hours, driving and fatigue; and introduces the use of a taxi home facility. Guidance is provided at Appendix 1 and should be regarded as a health and safety control measure to manage risk and discharge our duty of care to our police staff. In particular for shift workers, night workers and where daily rest periods have not been taken or other special cases but it is open to all staff.

2.4 **Definition of Working Time**

2.4.1 This Agreement defines working time as any period during which a member of police staff is carrying out their duties or activities for Cheshire Constabulary.

**Call out and Standby**

2.4.2 For the purposes of the Working Time Regulations, as soon as a member of police staff receives a call to immediately attend for duty, then they are deemed to be working from the time that they are interrupted and are on duty.

2.4.3 When a member of police staff is called to attend duty later in the day, they are deemed to be working from the time they leave home..

2.4.4 When on-call or standby to be available for work, a member of police staff is contacted for an operational decision or for advice on a work-related matter as well as the duration of any period of work caused by the on-call, shall be working time.
2.4.5 Retained on standby at a predetermined operational base instructed by the Chief Officer is regarded as working time.

Work Related Travel

2.4.6 All time when the member of police staff is required to attend work-related functions outside normal rostered duty hours as part of their duties shall be working time. This includes travel time.

2.4.7 All time the member of police staff is travelling on the Chief Officer's instruction between home and any place of work which is not the member of police staff's usual place of work and is a greater distance or travelling time than their usual place of work shall be working time.

Working At Home

2.4.8 When a member of police staff is required by the Chief Officer to work at their home and approval is given for that agreed time it shall be regarded as working time.

Training

2.4.9 Any period during which a member of police staff is receiving relevant training (any training which is a requirement of the role or future designated role) shall be regarded as working time.

2.4.10 All time spent travelling from home to any place where residential training courses are being conducted outside of the Force area, and the member of police staff is authorised to attend, shall be working time.

Work Related Duties

2.4.11 Any duties connected to the role of Unison Representative and Health and Safety Representative shall be working time.

2.5 Maximum Working Week (Regulation 14)

2.5.1 The time worked per week is limited to 48 hours averaged over a reference period (average working week).

2.5.2 The working time of a "young worker" is limited to 40 hours per week and 8 hours a day.

2.5.3 The reference period for the maximum 48 hour working week shall be 20 weeks for the purposes of this Agreement.

2.5.3 The first reference period of 20 weeks will commence on (day) (month) (year) at (time) and will apply for successive periods of 20 weeks, commencing at 07.00 hours on a Monday.
2.5.4 The average working week is calculated by dividing the total number of hours worked by the number of weeks over which the average working week is calculated (reference period).

2.5.5 Any absence from duty during the reference period (e.g. annual leave, maternity, paternity, adoption or parental leave, or sickness) is included for the purpose of the calculation of the average weekly hours. This will be based on what would have been planned rostered duties for the period of absence. This is calculated by extending the reference period by the same number of days absent.

2.6 Opt Out of Maximum 48 Hour Working Week (Regulation 5)

2.6.1 The Chief Officer and Unison do not encourage members of police staff to opt-out of the maximum 48 hour working week and approval will only be given with the agreement of the Chief Officer and the individual. Any member of police staff wishing to opt-out must seek advice from their Unison representative and/or their Area/Department Human Resources Manager.

2.6.2 There is no opt-out provision for young workers.

2.6.2 A member of police staff who wants to apply to opt out of the maximum 48 hour working week must complete the Opt-Out of Maximum 48 Hour Working Week Form (Appendix 1) and send it to the Chief Officer. This form clearly specifies the member of police staff’s intention and agreement to opt out of the maximum 48 hour working week.

2.6.3 If the opt out application is approved, very strict monitoring of the hours is essential both in terms of daily hours and also overall hours over the reference period. The Chief Officer will ensure that these records are maintained accordingly, and the records will be available for inspection, on reasonable notice, by the Branch Secretary of Unison (or their nominated representative).

2.6.4 The Chief Officer further agrees all such records will be made available to the health and safety representatives appointed from time to time by Unison.

2.7 Night Working (Regulation 6)

2.7.1 For the purposes of the Working Time Regulations a night worker is a member of police staff who regularly works at least three hours of their daily working time during night time, irrespective of the shift pattern actual worked. For the avoidance of doubt, this definition will include any member of police staff who works a shift pattern that regularly includes a requirement to perform duties during night time.

2.7.2 For the purposes of this Agreement night time is between the hours of 20.00 hours and 06.00 hours as defined by the Police Staff Council Handbook

2.7.3 A young worker should not undertake night working between the hours of 20.00 and 06.00.
2.7.4 A member of police staff working night time shifts is not limited to a maximum 8 hour shift within a period of 24 hours. Due to the requirement to maximise flexibility of night shift working, a night time shift may extend beyond the maximum of 8 hours within a period of 24 hours and therefore this Agreement excludes the application of the Working Time Regulations for a maximum night shift of 8 hours (Regulation 6 (1)).

2.7.5 A member of police staff’s duties may involve special hazards or involve heavy physical or mental strain and therefore this Agreement excludes the application of the Working Time Regulations for a maximum night shift of 8 hours within a period of 24 hours (Regulation 6 (7)).

2.7.6 The reference period for calculating the average night time working hours shall be 20 weeks for the purposes of this Agreement (Regulation 6 (3)).

2.7.7 The first reference period of 20 weeks will commence on (day) (month) (year) at (time) and will apply for successive periods of 20 weeks, commencing at 07.00 hours on a Monday.

2.8 Health Assessments (Regulation 7)

2.8.1 A member of police staff, who is a night worker, is entitled to have the opportunity to free health assessments. Such assessments will be available to a member of police staff prior to being assigned to night working and regularly thereafter.

2.8.2 If the member of police staff believes, during their employment as a night worker, they have developed any health-related condition which may be adversely affected by their working at night time the member of police staff may request to be granted an interim health assessment.

2.9 Records (Regulation 9)

2.9.1 For the purposes of this Agreement, the Chief Officer shall keep records which are adequate to demonstrate compliance with the Working Time Regulations. The records will be retained for 2 years from the date on which they were made and archived for 6 years in accordance with the Limitation Act 1980.

2.9.2 For the purposes of this Agreement, the records will be available to Unison for inspection and copy with reasonable prior written notice.

2.9.3 The Chief Officer further agrees all such records will be made available to the health and safety representatives appointed from time to time by Unison.

2.10 Daily Rest (Regulation 10)

2.10.1 Regulation 10 (1) provides for an entitlement to a rest period of not less than 11 consecutive hours in each 24 hour period.
2.10.2 Where, due to the exigencies of duty, or the interruption of a period of rest, a member of police staff 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.

2.10.3 If operational demands prevent the member of police staff from taking their rest period entitlement, the date on which the compensatory rest is to be provided must be notified to the officers concerned as soon as is possible and the compensatory rest must be taken within 7 days of the interruption, or by agreement with the manager at a time more suitable to the individual.

2.10.4 Compensatory rest should not be accumulated.

2.10.5 Where an individual has not been able to take their rest period entitlement, it is the joint responsibility of the individual and the manager/duty officer to assess and notify any health, safety and welfare issues. For example, this can be particularly relevant at the end of an extended shift when the ability of the individual to drive home should be considered and where necessary alternative arrangements made. It is the responsibility of the Manager/Duty Officer to ensure that the individual is conveyed home safely and if necessary provide suitable taxi services. See Appendix 1 for additional guidance.

2.11 Weekly Rest Periods (Regulation 11)

2.11.1 A Member of police staff is entitled to an uninterrupted weekly 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.

2.11.2 A young worker is entitled to 2 days off in each seven day period

2.11.3 In every duty roster the interval between each of the member of police staffs’ rest days shall not exceed 7 days.

2.11.4 Where a member of police staff is not able to enjoy 2 uninterrupted rest days in a period of 14 days, then the member of police staff will enjoy 2 periods of not less than 24 hours uninterrupted rest in addition to that which the member of police staff is already entitled under Regulation 11 Working Time Regulations in the next 14 day period

2.11.5 In providing any additional periods of weekly rest, the Chief Officer shall be entitled to rely on any additional provisions within the Police Staff Council “Pay and Conditions of Service Handbook”, as fulfilling the purposes of this provision. By way of an example, rest days provided by the Police Staff Council, which are over and above the requirement contained within the Working Time Regulations, may be used to provide compensatory rest.
2.12 **Rest Breaks (Regulation 12)**

2.12.1 A member of police staff is entitled to a rest break of at least twenty minutes if they work for longer than six hours a day. In practice police staff working arrangements include a longer meal break of a minimum of 30 minutes.

2.12.2 Young workers are entitled to a rest of not less than 30 minutes if they work longer than four and half hours.

2.12.3 A member of staff is entitled to take their rest break away from their place of work.

2.12.4 In providing rest breaks, the Chief Officer shall be entitled to reply on the provisions with the Police Staff Council ‘Pay and Conditions of Service Handbook’ and Cheshire Constabulary Flexible Working Hours Scheme as fulfilling the purposes of this provision.

2.13 **Annual Leave (Regulation 13)**

2.13.1 For the purposes of this Agreement the annual holiday year will run from 1st April to 31st March each year.

2.13.2 Police Staff Council ‘Pay and Conditions of Service Handbook’ will determine annual leave entitlement and govern the way it is taken.

2.13.3 When a police staff member starts the Force their annual leave entitlement will be calculated on a pro rata basis for the remaining annual holiday year period. This will include bank holidays.

2.13.4 Where a member of police staff leaves the force they will be paid ‘pro-rata’ for all untaken and accrued annual leave entitlement under Police Staff Council ‘Pay and Conditions of Service handbook’. Where a member of police staff has taken leave that exceeds their accrued entitlement the Constabulary will seek compensation by way of payment via final salary.

2.14 **Business Interests/ Secondary Occupations**

2.14.1 It is a requirement for a member of police staff to seek permission prior to undertaking a “business interest/ secondary occupation” as this may contradict with Working Time Regulations.

2.14.2 Any member of police staff who has an approved business interest/ secondary occupation must declare the hours spent on all non-police work to enable the Force to meet its obligations under the Working Time Regulations and other legislation. This applies to anyone who works under a contract of employment but also all those who undertake personally to perform work or services for another party. This excludes genuinely self employed business people. The individual police staff member is responsible for ensuring that they remain in compliance with the Working Time Regulations concerning the maximum working week and daily and weekly rest periods. If the police staff members overall working arrangements are at variance with the regulations, the working arrangements of their secondary occupation/ business interest must be changed in order to comply.
2.15 Other Special Cases (Regulation 18 and Regulation 21)

2.15.1 The limits in respect of the maximum working week, night work, daily rest, weekly rest and rest breaks, do not apply in respect of:

- unusual or unforeseen circumstances beyond the control of Cheshire Constabulary
- an accident or an imminent risk of accident

2.15.2 ‘Unusual or unforeseeable circumstances’ are defined as murder investigations and other major crimes, natural disaster or civil emergency and major public order situations. The first day of such an incident or at other exceptional points during the investigation or situation will be excluded from the Working Time Regulations.

2.15.3 Activities carried out by a member of police staff working on special operations involving surveillance or technical support activities will be exempt for the first day of the specific deployment for the purpose of Regulation 21(b). In all other circumstances the Working Time Regulations will apply.

2.15.4 In cases where the limits have been set aside for the reasons outlined above, compensatory rest will be given as agreed under Regulations 10 and 11 of the Working Time Regulations.

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

3. Procedure Aim

3.1 This procedure aims to provide advice and guidance to managers and member of police staff on the application of the Working Time Regulations in order to:

- Prevent the working of excessive hours
- Manage work/life demands
- Support health, safety and wellbeing of all members of police staff
- Ensure continued operational efficiency and effectiveness of the Force

4. Appeals

4.1 Members of police staff have the right to appeal against decisions taken under this procedure. In the first instance appeals should be lodged in writing to the Manager responsible for the decision within 10 days of action taken. The letter should state the reason for the appeal and include any further relevant information necessary for the decision making process.
4.2 On receipt of notification of appeal the Manager will reconsider the decision based on the information now provided. If the decision remains unchanged the case will be referred to the Chief Officer.

4.3 If new information is provided at this stage the appeal will be referred back to the responsible Manager. If the appeal provides no new information the Chief Officer will review the case and will confirm the decision to the individual in writing. There is no further right of appeal.

5. Review

5.1 Amendments

5.1.1 Any amendments to this Agreement must be made in writing and signed on behalf of both Unison and the Chief Officer.

5.2 Notice to Terminate Agreement

5.2.1 This Agreement may be terminated by either Unison or Chief Constable giving to the other no less than 3 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.

5.2.2 This Agreement, or parts of it, may be terminated immediately if both parties agree

5.3 Review of Agreement

5.3.1 This Agreement will be reviewed on 1st October 2011 to consider:
- Its effectiveness in the business area concerned
- Any changes to legislation
- Challenges to the procedure
- Any identified inefficiencies in relation to implementation
- Impact on diversity and equality (High/Medium/Low on the Race Diversity Impact Assessment Template)

6. Appendices

6.2 Appendix 1: Guidance on working long hours, driving and fatigue issues and paid transport home facility

6.3 Appendix 1: Opt Out of Maximum 48 Hour Working Week Form