

## **North Yorkshire Police Federated Ranks Workforce Agreement**

This agreement is made this Tuesday 11<sup>th</sup> November 2008 between:

The Chief Constable of North Yorkshire, Police Headquarters, Newby Wiske, Northallerton, North Yorkshire.

AND

The Joint Branch Board of North Yorkshire Police Federation, Federation Office, Police Station, Castlegate, Knaresborough, North Yorkshire HG5 8AR.

WHEREAS:

- a) This comprises a workforce agreement for the purposes of Regulation 41 of the Working Time Regulations and shall replace all previous agreements.
- b) Mark Botham and Malcolm Geoffrey Taylor 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 legislation governing working time including the Working Time Regulations 1998, The Working Time Regulations 1999, The Working Time (Amendment) Regulations 2001, The Working Time (Amendment) Regulations 2002 and The Working Time (Amendment) Regulations 2003

"Chief Officer" and "Chief Constable", unless the context otherwise required, includes any officer with delegated authority.

"JBB" means the Joint Branch Board of North Yorkshire Police Federation.

"PNB" means the Police Negotiating Board of the United Kingdom.

"Police Regulations" means Police Regulations 2003

### **Scope of Agreement**

This agreement shall apply to all police officers within North Yorkshire Police up to and including the rank of Chief Inspector irrespective of the shift pattern worked. It is recognised that in accordance with Regulation 22 and Annex E, Police Regulations and Determinations 2003 no trial or introduction of any variable shift arrangement may take place without the agreement of the Joint Branch Board.

It is further recognised that although this agreement defines working time it is not axiomatic that such time falls within the parameters of overtime etc as set out in Police Regulations.

### **Entitlements under other provisions**

It is agreed in all cases where Police Regulations or agreements of the Police Negotiating Board provide better conditions than those contained within the WTR, that those more favourable conditions shall be applied to a member's rights.

### **Working Time**

The following will count as working time for the purposes of this agreement:

- Time that a member is undertaking authorised and approved training.
- Such periods when a member, when on call, is interrupted for a work related matter, (over the telephone or otherwise). Notwithstanding the agreement that such duty shall be considered to be 'working time' for the purpose of the WTR, it is expressly agreed that this provision is in no way intended to alter or defray the provisions of Regulations 25 and 26 of The Police Regulations 2003.
- Travel outside of normal rostered duty hours and not currently covered by Police Regulation 22, to and from duty at a place other than the normal place of duty, e.g. travel to and from Court.
- Travel to and from authorised and approved training courses other than at the normal place of duty.
- Any time spent in travelling to and from his/her place of duty in circumstances covered by Regulations 25 and 26 of The Police Regulations 2003 and Annex E page 4 section 5 (*Travelling time treated as duty - Public Holidays, Rostered Rest Days, two tours of duty and Recall to Duty*).
- Where staff are at the disposal of and are actively engaged on the services business during their meal breaks and rest breaks;
- Where work is performed away from a normal place of work on a basis agreed with the individuals line management and the agreed time is properly recorded e.g. welfare visits to staff at home, drafting a document at home;
- Where staff are required to attend bona-fide work- related functions as part of their duties;
- Where staff are spending agreed time carrying out staff association or health and safety responsibilities in accordance with the provisions of the Police Act 1964 and the Safety Representatives and Safety Committees Regulations 1977.

### **Maximum Working Week**

Both parties to this agreement recognise that long working hours can lead to an unhealthy culture and are to be generally discouraged. It is however equally recognised that in the police service, at time of emergency, extended hours are unavoidable.

In applying the spirit of this agreement the general principle to be applied is that no police officer of federated rank will be routinely rostered to work hours of duty in excess of those contained in Police Regulations. The routine expectation will be that all officers of federated rank will have a working week based upon 40-hours duty. This will be pro-rata for part time officers. Both parties to the agreement recognise that exigencies of duty will on occasion require additional hours to be worked beyond the routine hours of duty.

For the purposes of working time in this agreement it is agreed that this general principle will apply equally to officers of Inspector and Chief Inspector rank, whose normal working week is no longer defined by Police Regulations.

All staff will be encouraged to make use of rest days and periods between rostered tours of duty for the purpose of rest. As an example, the practice of officers attending their place of work on rest days or rest periods to complete clerical duties will be discouraged. In addition staff should be encouraged to take up their full entitlement of annual leave. Nothing in this paragraph is intended to interfere with duties where an agreed 'on-call' facility is a requirement of a particular post.

In addition to the above general principles, it is specifically agreed as follows:

1. The reference period for the 48 hour average maximum working week in Regulation 4(3) and (4), shall be 20 weeks in accordance with Regulation 23(b).
2. The reference period in paragraph 1 shall apply to a rolling rather than a fixed 20 week period.
3. The pro forma terms upon which any member may agree with the Chief Officer that the maximum weekly working time not apply in his/her case will be in the form set out in the Schedule to this agreement. Such terms may be added to by agreement between the member and the Chief Officer. Copies of any agreements reached between a member and the Chief Officer shall be kept in a register, held by the force duties manager, and be available for inspection by a representative of the Joint Branch Board or any safety representative appointed from time to time by the Joint Branch Board or Health and Safety Advisor.

### **Night Working**

A police officer who regularly works shifts which include nights ('night time' shall comprise the period 2300 hours to 0600 hours) irrespective of the shift pattern actually worked, and a 'night worker' shall mean a member who, as a normal course, works at least three hours of their daily working time during the night. For the avoidance of doubt it is agreed between the Chief Officer

and the Joint Branch Board that this will include members who work a shift pattern which regularly includes a requirement to perform duty during the night time as defined.

However, this agreement excludes application of Regulation 6 (7) of the WTR 1998 in relation to the maximum 8 hour night shift for 'night workers' in order to maximise flexibility in utilising shifts up to ten hours in length.<sup>1</sup>

### **Health Assessments**

Notwithstanding the above agreement in respect of Night Working, it is agreed that all police officers will be entitled to undergo a free health assessment. Such assessments will be offered to officers who regularly work shifts which include nights as per 6.1 above prior to their being assigned to shift work and every two years thereafter. In the case of police officers whose duties are based upon a regular pattern of day shifts, the assessments will be upon application on a two yearly basis.

During any period between assessments, if a member of the force believes they have developed any medical condition, which may be adversely affected by their shift working, the officer may apply to undergo an interim medical assessment.

In the first instance health assessments will be by way of a questionnaire, with a medical examination in any cases where this is required.

### **Keeping of Records**

All police officers must ensure the force duties management system is used to record their actual hours of work on a daily basis. These records will be retained for a minimum period of 2 years. The force will monitor these records periodically to ensure that staff are not working excessive hours.<sup>2</sup>

It is a condition of this agreement that the Chief Officer shall keep and shall permit the JBB Secretary, or his/her nominated representative, to inspect and take copies of the records maintained by the Chief Officer under Regulation 9 (*records showing limits on maximum working week and night time working*) and Regulation 5(4) (*records relating to members opting out of maximum working week*) WTR.

The Chief Officer further agrees that all such records will be made available to the safety representatives appointed from time to time throughout the force by the JBB, or their duly authorised delegates or Health & Safety Advisor.

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<sup>1</sup> See Guidance on pages 10 and 11

<sup>2</sup> See Guidance on pages 10 and 11

## **Daily and Weekly Rest Periods**

### Daily Rest

The length of, and terms of, daily rest breaks for the purpose of the Working Time Regulations will, subject to the exigencies of duty be that currently provided under the Police Regulations. However, it is agreed that should a daily rest break be interrupted for any reason, the remainder of the time owed will be taken within the following 72 hour period.

### Rest Break

A member is entitled to spend their "Rest Break" away from any workstation.

### Weekly Rest

The seven-day period shall, for the purposes of Regulation 11 WTR, commence at 7.00am on Monday of each week.

It is agreed that where, due to the exigencies of duty or the interruption of a period of rest while on call, a member is not able to enjoy one uninterrupted rest day within that period of seven days then the Chief Officer shall secure that the member will enjoy one period of not less than 24 hours uninterrupted rest in addition to that which the member is already entitled under Regulation 11 WTR in the next following week.

For the avoidance of doubt, it is agreed that in providing any additional period of daily or weekly rest, the Chief Officer shall 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 WTR, may be used to provide the compensatory rest period.

These conditions are meant to apply only to the entitlement to compensatory rest created under the WTR. They are in no way meant to alter or amend the entitlement created under The Police Regulations 2003 in respect of cancelled or re-rostered Rest Days.

For the purposes of Regulation 25 and 26 of The Police Regulations 2003, it is agreed that, where a Variable Shift Arrangement (within the meaning of Regulation 22 of The Police Regulations 2003) is in operation and there is a requirement to cancel or re-roster a Rest Day, the period for which a member of the force shall be rostered to work shall be 9 hours. In the case of a re-rostered Rest Day, the day re-instated shall be the length of the shift and mean a day of the length of the relevant shift measured in hours.

## **Duty on Public Holidays**

Where a member of the force is required to perform duty on a day which is a Public Holiday, if the officer works within a Variable Shift Arrangement, the time for which they will be rostered to work shall be determined at Area level. There is a commitment that each Area Management Team will carry out a risk assessment of Bank Holiday working in their Area. This risk assessment and

the resultant shift arrangements will be the subject of consultation with safety representatives at area / departmental level.

### **Annual Leave**

It is agreed that for the purposes of Police Regulations and the WTR the Annual Leave Year for all members will commence on 1st April each year.

It is agreed that provisions on the taking of annual leave, or the payment of annual leave in circumstances where an officer leaves the force shall be as published within the Force's Annual Leave Procedure. It is agreed that the provisions of Regulation 14 WTR shall apply to all the officer's remaining annual leave entitlement and is not limited to the annual leave entitlement under the WTR.

Where any form of Variable Shift Arrangement, (within the meaning of Regulation 22 of The Police Regulations 2003), is in operation, it is agreed that annual leave will be calculated in hours. The number of hours of Annual Leave deducted being equal to the length of the shift, which a member of the force is rostered to work.

### **Rest Breaks at Work**

It is agreed that the provisions of Police Regulations 2003 (Annex E) shall apply in respect of periods of rest break entitlement. Other than in cases of emergency a member shall be entitled to take his/her rest breaks away from his/her normal place of duty, subject to a requirement that in appropriate circumstances they remain contactable in the event of an emergency.

### **Exceptional Circumstances**

The limits in respect of Night Work, Daily Rest, Weekly Rest and Rest Breaks, may not apply in respect of: -

- Surveillance Operations
- Unusual or unforeseeable circumstances beyond the control of the Force
- An accident or imminent risk of an accident
- Exigencies of duty

It has been agreed that "Unusual or Unforeseeable Circumstances" are defined as Murder Investigations, Natural Disaster or Civil Emergency and Major Public Order situations. It is also agreed that only the first three days of any such incident will be excluded from the WTR.

Exigencies of duty means that the changes are necessary due to a pressing demand, need or requirement NOT reasonably avoided and that it should be made after full consideration has been given to welfare, operational and practical circumstances, rather than on purely financial grounds.

Examples of exigency are:-

UNFORESEEN public order situations

UNFORESEEN court attendance

UNFORESEEN essential training

UNFORESEEN sickness

When rosters are being prepared they should take into consideration annual events such as New Year's Eve, Xmas, Bonfire Night and other local events. In cases where the limits have been set aside for the reasons outlined above, Compensatory Rest shall be given as agreed under Regulations 10 and 11 of the WTR.

Page 10 of this document gives further guidance on the occasions under Regulation 18 and 21 WTR when they may be set aside.

**Notice**

The period of this agreement shall be for five years from the date of signature. The agreement may be terminated by either the JBB or the Chief Officer giving to the other no less than 3 months notice to terminate all or such parts of the agreement as may be specified in the notice in relation to all members covered by the agreement or such groups of members as may be specified in the notice.

Amendments to the Agreement may be only made by negotiation between the parties to the Agreement and where both parties are satisfied with the proposed amendment.



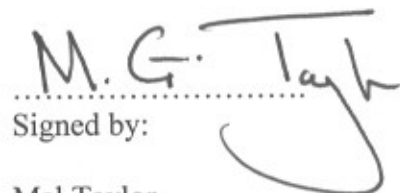
Signed by:

Grahame Maxwell  
Chief Constable of the North Yorkshire Police



Signed by:

Adam Briggs  
Deputy Chief Constable of the North Yorkshire Police



Signed by:

Mal Taylor  
For and on behalf of the Joint Branch Board of the North Yorkshire Police.



Signed by:

Mark Botham  
For and on behalf of the Joint Branch Board of the North Yorkshire Police.

Dated: 11<sup>th</sup> November 2008

**SCHEDULE - Working Time Regulations 1998**

Agreement between the Chief Officer of North Yorkshire Police of Police Headquarters, Newby Wiske, Northallerton, North Yorkshire, from (date) to (date)

AND

*(Name of member and warrant number)*

I accept that the statutory limit on my average working time of 48 hours in each seven day period in any reference period which may be applicable as set out in Regulation 4 of the above Regulations will not apply in my case. I understand that my acceptance of this waiver does not alter any other terms of my conditions of employment nor does it commit me to undertake any new obligations concerning my working time.

I acknowledge that my agreement to disapply the weekly working time limit may be terminated by me giving 14 days notice in writing to the Chief Officer.

I give permission for the record of my hours of work to be shown to a representative of the Joint Branch Board and any safety representative appointed by the JBB, or their delegate.

.....  
Signed by:

Officer subject of agreement

.....  
Signed by:

On behalf of the Chief Officer of Police

(On Completion Copy to be forwarded to Corporate Duties Manager for monitoring purposes)

## **Guidance notes for North Yorkshire Police Federated Ranks Workforce Agreement**

### Working Time

- Working Time Regulations - Any period during which a worker is working, at their employer's disposal and carrying out their activity or duties.
- Working time is defined in the interpretation part of the Regulations as being that time when a worker is working, at his employers disposal and carrying out his activities and duties. This will include any period during which a worker is receiving relevant training. It is recognised that this definition may not be easily applied to some aspects of work e.g. driving outside work hours, and so a workforce agreement can be made to define additional periods of time as being working time for the purposes of the Regulations. DTI guidance states that time spent travelling to and from a place of work is unlikely to be working time as the worker would probably be neither working nor carrying out their duties, unless engaged in travel that is required by the job. Time when a worker is "on call", but otherwise free to pursue their own activities, would not be working time, as the worker would not be working.

### Maximum Working Week

- Working Time Regulations - Employers are required to take all reasonable steps to ensure that workers do not exceed an average 48 hours 'Working Time' per week over the 'Reference Period'. There is an 'Individual Opt-Out' called a 'Derogation' to this regulation that is agreed between the employer and the worker, should the worker wish to work a higher average than 48 hours. A draft 'Derogation' is attached to the agreement.
- Agreement - The 'Reference Period' is a 'rolling' 20-week period where the average 'Working Time' does not exceed 48 hours. (A 7-day period is not taken in isolation, 'Working Time' is calculated over the whole 20 weeks)

### Travelling time in accordance with Regulations 25, and 26, Police Regulations 2003

Where an officer is required to perform their normal daily period of duty (or in the case of a member working in accordance with variable shift arrangements, their shift) in more than one tour of duty; or they are recalled to duty between two tours of duty (in the case of a member working in accordance with variable shift arrangements, two shifts) and travels to and from their home between tours (in the case of a member working variable shift arrangements, between shifts), or as the case may be, in consequence of their recall the whole period spent travelling shall count as working time but should not be confused with the caveats for overtime and mileage claims during which the period can be limited.

### Records

The force must keep records which are adequate to show whether the maximum weekly working time of forty-eight hours, the normal hours of work of a night worker and the limitation upon the amount of work performed in any twenty-four hour period during which a night worker whose work involves special hazards or heavy physical or mental strain works are breached. There is also an obligation to keep records showing that members are not assigned to duties which would result in them becoming a night worker without an appropriate health assessment being offered.

### Monitoring

Guidance from the Department of Trade and Industry is that the type of monitoring adopted depends on work patterns. It is necessary to monitor the hours of officers who appear to be close to the working time limit. In addition to this periodic monitoring will take place for all officers.

### Exceptional Circumstances

It is recognised that the provisions of the WTR may be disapplied in certain limited circumstances. It is agreed that such exclusions will not be treated as blanket exclusions.

For the purposes of Regulation 18 WTR it is agreed that they will apply only where characteristics or specific activities which inevitably conflict with the WTR actually occur, **and will be authorised in writing by an ACPO Officer of the Force within the Policy log.** Whilst it is acknowledged within this agreement that it is not possible to define each circumstance upon which they may apply it is agreed that these exclusions should only apply in exceptional circumstances and then for a period of no more than 3 working days.

For the purpose of Regulation 21 WTR it is agreed that any exclusion shall only disapply the provisions of the Regulations and this agreement where and whilst a particular need exists or the particular activities are being performed by any member or group of members. Any disapplication under Regulation 21 WTR must be subject to protections provided under Regulation 24 WTR for compensatory rest.