



## **Draft**

### **1. Scope of Agreement**

1. This agreement shall apply to all officers of Federated Rank within the Force.

### **2. Working Time**

1. For the purpose of the WTR, working time shall include:
  - (a) When working at the Chief Officers disposal and carrying out his activities or duties.
  - (b) Travel on the Chief Officers instructions to any place of duty that is not the officer usual place of duty.
  - (c) Such periods when the officer, when on call is interrupted For a work related matter (over the telephone or otherwise).
  - (d) Time that the officer is undertaking relevant training.
  - (e) Travelling time as a result of recall to duty.
  - (f) Travel to and from work related courses other than at the normal place of duty.
  - (g) Paid refreshment breaks.

### **3. Maximum Working Week**

1. The reference period for the 48 – hour average maximum working week shall be 26 weeks.
2. The reference period in paragraph 1 shall apply in relation to a fixed period the first such period will be 1<sup>st</sup> January until 30<sup>th</sup> June, The second period will be 1<sup>st</sup> July until 31<sup>st</sup> December.

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3. (a) A proforma upon which any officer may agree with the Chief Officer that the maximum weekly working time should not apply in his/her case be the form set out in Schedule A to this agreement. Such terms may be added to by agreement between the officer and the Chief Officer. Copies of any agreements reached between an officer and a Chief Officer will be kept by the Force Personnel department and be available for inspection with reasonable notice, by a representative of the Federation Area Committee or any safety representative appointed from time to time by the Federation.  
(b) The notice period for commencing or terminating such agreements as mentioned in clause 3 (a) and (b) above shall be 6 weeks by either the Force or the individual (except in those cases where a shorter notice period is mutually agreed or required on medical grounds).

## **4. Night Working**

1. For the purposes of the application of the Working Time Regulations 1998 “Night Time” shall comprise of the period 2300-0600.
2. A “Night worker” shall mean an officer who, as a normal course of their rostered duties, works at least three hours of their daily working time during “Night Time. For the avoidance of doubt, it is agreed between the Chief Officer and the Federation this definition will include any officer who works a shift pattern, which regularly includes a requirement to perform night duty as defined.
3. A “Night Worker will be entitled to a voluntary health assessment prior to becoming a “Night Worker”(schedule b) and on an annual basis thereafter (schedule C).
4. Certain policing duties undertaken during “Night Time” may involve the use of special hazards or heavy physical or mental strain. These are operational activities which involve the use of specialist equipment for which specialist training has been given examples are patrol, dog handling, and surveillance. Other roles can be included by agreement where a risk assessment has been

undertaken identifying such hazards or strain in the case of an officer who is a “Night Worker” and then be regarded as undertaking those activities for the purpose of WTR. However this agreement modifies section 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 in excess of 8 hours as agreed by Area Committee subject an equivalent period of compensatory rest.

5. In the case of non-hazardous “Night Work” this agreement also modifies the application of section 6(1) of the WTR 1998 in relation to the maximum 8- hour night shift for “Night Workers”, in order to maximise flexibility of utilising shifts in excess of 8 hours in length as agreed by Area Committee subject to an equivalent period of compensatory rest.
6. The reference period for the purposes of Regulation 6(1) of the WTR shall be 26 weeks.
7. The reference period referred to in paragraph 5 shall apply in relation to successive fixed periods the firsts such period Will be 1<sup>st</sup> January until 30<sup>th</sup> June, the second period will be 1<sup>st</sup> July until 30<sup>th</sup> December.

## **5. Records**

1. It is a condition of this agreement that the Chief Officer shall permit the Federation Area Secretary (or his/her nominated representative) to inspect with reasonable prior written notice and take copies of, the records maintained by the Chief Officer under Regulation 9 and Regulation 5(4) WTR (records of limits on maximum average working week and night time working and records relating to opt-outs).
2. The Chief Officer further agrees that all such records will be made available to the safety representatives appointed by the Federation.

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### **6. In-Work Rest**

1. Rest days will be granted in accordance with existing Regulations.

### **7. Daily Rest**

- a. It is agreed that a duty roster shall make provision for an interval of not less than eleven consecutive hours rest between the end of each of an officers daily periods of duty and the next, unless the Federation Area Committee agrees otherwise subject to an equivalent period of compensatory rest.
- b. Where, due to the exigencies of duty an officer is recalled to duty And is therefore precluded from having a rest period of not less than eleven consecutive hours in a 24 hour period, the officer will be entitled to compensatory rest. Compensatory rest is a period of rest equal to the period of rest not received, in addition to the rest entitlement of the officer under the WTR for that seven day period.

### **8. Weekly Rest Periods**

- a. The seven day period for the purposes of Regulation 11 of the WTR shall commence at 0700 on each Monday morning.
- b. Rest days will be granted in accordance with existing agreements as they are more favourable than the provisions of the WTR.
- c. It is agreed that where, due to exigencies of duty or the interruption of a period of rest, an officer is not able to benefit from two uninterrupted rest days in a period of fourteen days, then the Chief Officer shall ensure that the officer is provided with two periods of not less than 24hours uninterrupted rest in addition to the to which

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the officer is already entitled under Regulation 11 WTR in the ensuing two weeks, or entitlements under existing conditions, whichever is the more favourable.

### **9. Annual Leave**

- a. The annual leave year for the purposes of Regulation 13 of the WTR shall be as determined by existing agreements.

### **10. Untaken Annual Leave**

- a. When a police officer on termination of service has not been able to take his/her leave then the payment should apply to all the officers remaining annual leave entitlement and is not limited to the annual leave entitlement under WTR.

### **11. Notice**

- a. The agreement may be terminated by either the Federation or the Chief Officer giving to the other party no less than three months notice to terminate all or specified parts of this agreement or such parts that apply to certain specified groups as may be indicated in the notice.

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Dated this      day of                      2002

Signed by the Chief Constable of the British Transport Police

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Signed by                      -----

For and on behalf of the British Transport Police Federation

(This agreement is made under Regulation 2, Regulation 23 and schedule 1 of the above Act and has been amended accordingly to comply with the Human Rights Act 1999)

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**FEDERATED RANKS**

**Schedule A**

**Individual opt out to work hours on average in excess of 48 per week**

Name:

Force Number:

Reason for this agreement (please tick one)

A voluntary wish to Opt-out of the WT Regulations

To Gain approval to undertake Secondary Employment

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 six weeks notice in writing to the Chief Constable, via my Area Commander or Head of Department.

I also understand that the Force retains the right to terminate this agreement should it feel that my health is being adversely affected by excessive working.

I give permission for the record of my hours of work to be shown to a representative of the Federation Area Committee and any safety representative appointed by the Federation.

Signature \_\_\_\_\_

Date \_\_\_\_\_



