WORKFORCE AGREEMENT – THE WORKING TIME REGULATIONS 1998

This Agreement is dated………………………………


BACKGROUND

A. The purpose of this agreement is to clarify the Company’s position in relation to certain elements of the Working Time Regulations 1998 (“WTR”).

B. The Company confirms that it provided a copy of this agreement in advance to all workers affected by this agreement, prior to the signature of this agreement, together with guidance to assist them in understanding these terms.

C. The terms of this agreement have been signed and approved by all the relevant representatives [OR, IF COMPANY HAS LESS THAN 20 EMPLOYEES AND NO REPS FOR THIS PURPOSE: a majority of the workforce].

D. [IF COMPANY HAS MORE THAN 20 EMPLOYEES: The Company confirms that the requirements concerning elections required by Schedule 1 of the Working Time Regulations 1998 have been satisfied.]

1. SCOPE

1.1. Subject to section 2 below, this agreement is intended to cover all workers of the Company now and in the future until the termination of this agreement

OR

Subject to section 2 below, this agreement is intended to cover the following categories of workers now and in the future until the termination of this agreement:

[list category/categories which you want the workforce agreement to cover. These must share a workplace, share a function or belong to a particular department or unit within the business]

1.2. This agreement does not apply to workers whose terms and conditions are provided for (wholly or in part) in a collective agreement.

2. DURATION OF AGREEMENT

2.1. This agreement will remain in force until [insert date – Must be for a specified period which cannot be longer than 5 years from commencement date]

3. AGREED MODIFICATIONS TO THE WTR 1998

3.1. Under this Agreement, the following amendments to the WTR 1998 requirements are agreed:

[Night Time Working]

3.1.1. [The definition of “night time” in the WTR will be defined as the period between [10pm – 5am OR 12pm – 7am] [NB: default is 11pm -6pm under the WTR. Can amend, but must cover at least 7 hours and the period] ]
between midnight and 5am.]

3.1.2. [The definition of “night worker” in the WTR shall include a worker who is likely, during night time, to work at least [INSERT PROPORTION] proportion of his annual working time [NB: WTR defines night worker as someone who works at least 3 of their daily hours during the night time, this allows you to extend this definition to others based on a set proportion of their annual hours being worked at night time]]

3.1.3. [The limit on a night worker’s normal hours of work referred to in clause 6(1) WTR shall [not apply.] be [increased] [decreased] from an average of 8 hours daily to an average of [insert number] hours daily.]

3.1.4. [The reference period for the calculation of night worker’s average nightly working time referred to in clause 6(3) WTR shall [not apply.] be [increased] [decreased] to [INSERT].]

3.1.5. [Where a night worker’s work involves special hazards or heavy physical or mental strain, the limit on that worker’s normal hours referred to in clause 6(7) WTR shall [not apply.] be [increased] [decreased] to [INSERT].]

3.1.6. [A worker’s work shall be regarded as involving special hazards or heavy physical or mental strain if it [SET OUT] [NB: default position will be that it will be regarded as such if it is identified as presenting a significant risk pursuant to a risk assessment made under Section 3 of the Management of Health and Safety at Work Regulations 1999 – this gives more scope to add to this given the nature of the work]]

[Weekly Working Time – Reference Period]

3.1.7. [The reference period for the calculation of average weekly working time referred to in clause 4(3)-4(4) WTR shall [not apply.] be [INSERT – NB: Cannot exceed 52 weeks and must be justified by objective or technical reasons, or reasons concerning the organisation of work]]

[Rest Periods/Breaks]

3.1.8. [The daily rest period referred to in clause 10(1) WTR shall be [state] OR [There shall be no set daily rest period].]

3.1.9. [The weekly rest period referred to in clause 11(1) WTR shall be [state] OR [There shall be no set weekly rest period].]

3.1.10. [The rest breaks referred to in clause 12(1) WTR shall be [state] OR [There shall be no set rest breaks].]

[Working Time]

3.1.11. [The definition of “working time” in the WTR shall also include [SET OUT] [NB: Under WTR you can add additional periods to be treated as working time but cannot reduce them]]

[Compensatory Rest]

3.1.12. Where a worker is required to work during a period which would otherwise be a rest period/break, the Company will, wherever possible allow them to take an equivalent period of compensatory rest and in exceptional cases,
where it is not possible for objective reasons to grant such a period of rest, the Company shall afford the worker such protection as may be appropriate in order to safeguard the worker’s health and safety.]

4. **AMENDMENTS**

4.1. This agreement may be amended with the consent of the Company and [a simple majority of the workers covered by this agreement which shall be demonstrated by written agreement signed by the majority of the workers covered by this agreement [OR the employee representatives].

4.2. It is agreed that the Company may make changes to this Agreement, without consent (i.e. unilaterally) as necessary to ensure compliance with the law, from time to time in force.

Signed:

……………………………………
For and on behalf of the Company

[Signed by a majority of the workers covered by this agreement OR
Signed by the following duly elected representatives who represent the group/groups to which this agreement applies]

Name:

Signature:

Date:

[REPEAT AS NECESSARY]