

South Wales Police

Officer Agreement



Demand led variable shift pattern

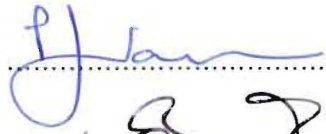
This agreement sets out the proposed arrangements for a variable shift pattern for members of South Wales Police, in accordance with the Police Regulations 1995 and Home Office Circular No: 46/1993.


Written notice must be given to all persons affected by the arrangements 28 days prior to the commencement of any variable shift agreement.

1. In accordance with the provisions of the Police Regulations, hours of duty shall be performed in varied tours of duty as defined, namely no more than 11 hours, and no less than 9 hours.
2. The duty day will commence at 0700 hours. A tour of duty, which starts before this time, will attract additional payment in accordance with Police Regulations.
3. The variable shift pattern will consist of working six days i.e. two day shifts followed by two late shifts (afternoons), followed by two night shifts, then four rest days. Standard start times for these tours of duty are 0700hrs for day shifts, 1500hrs for late shifts (except Friday and Saturday when the start time is 1600hrs) and 2200hrs for night shifts. These start times may be staggered by local arrangement up to 3 hours after 0700 hrs, 3 hours before or after 1500hrs and 3 hours before 2200hrs. For PSU duties/Special Events **only** (as designated by an ACC) the staggering will be subject to the policing imperative (i.e. officers may be required to start any time between 0700 hours and 2200 hours.) One week in every 10, the working week will consist of 7 days, with the first day being a training/operational day. The remaining 6 days will be as above.
4. The tours of duty and hours worked are calculated over a 20 week period.
5. Annual leave entitlements for all persons shall be calculated in hours.
6. All 'acting up' allowances will be calculated and paid in hours.
7. For the purposes of annual leave, the year will be broadly divided into three periods. The Spring period will include the months of February, March, April and May. The Summer period will include the months of June, July, August and September. The Winter period will include the months of October, November, December and January. Annual leave will be intrusively managed to ensure no build up of time owed.
8. Where an officer attends a force-training course, not planned for delivery during their tour of duty, that officer will be rostered for a 9-hour tour. Any shortfall in hours will be re-rostered by the division or, by mutual agreement, written off against time owed.
9. Where an officer performs a duty on a temporary assignment at a station or department, other than their normal place of duty and not subject to this working arrangement, he/she shall adopt the shift pattern at that location for example an 'aide' or during recuperative duties. Any rest days owing will be re-rostered according to Police Regulations, and any annual leave will be dealt with as at 5 above.
10. Where an officer is undertaking 'cancelled rest day' duties, officers will

routinely work a 9-hour shift. For officers working on the 8-hour shift pattern they will routinely work an 8-hour shift but may be required to work overtime. If the duty expires after 8 hours officers working 9-hour shift workers will return to their Division/Department for re-deployment by local management.

11. When officers are required to work for a 'special event/occasion' so designated by the Divisional Commander or Chief Officer, it will be carried out within their normal tour of duty.
12. There shall be at least 11 hours between rostered tours of duty.
13. Where an officer is required to work into a rest day directly from a rostered tour of duty, compensation will be made in accordance with Police Regulations ie at the overtime rate of double time for the first one hour, thereafter a minimum claim of 4 hours. Police Regulations do not include an entitlement to travelling time in these circumstances. This overtime must be authorised by a member of the Senior management team, or the Duty Senior officer (Silver car).
14. Where an officers rest day falls upon a public holiday, the officer will have a day off, the officer will be also be granted time of in lieu, at the rate of 9 hours, namely a normal working day.
15. Where an officer is rostered to work a Bank Holiday but not required to report for duty, the officer will take the day off with no detriment to his/her overtime card.
16. Subject to the exigencies of duty, officers shall be entitled to refreshment time, as outlined in Police Regulations of up to 60 minutes; this will be taken in one or two periods and managed locally.
17. If an officer is required to work his/her rest day with less than 15 or 5 days notice, the officer shall be compensated in accordance with Police Regulations.
18. Where an officer is either owed time off, or owes the force 'time' this matter shall be reconciled as per Police Regulations ie a period not exceeding 3 months from the day worked.
19. Under the terms of a Variable Shift Agreement, both the Chief Constable and the Staff Association reserve the right to withdraw from this agreement but must provide at least 3 months notice to do so.
20. This agreement is binding on all Constables, Sergeants and Inspectors who undertake 'Response Team' duties within a BCU. However, Inspectors may wish to consider Regulation 30 of Police Regulations, which allows for an 'opt out' from this shift pattern. Any Inspector who wishes to 'opt out', must notify their BCU Command team and their Federation representative. An alternative 8-hour pattern will then be worked (details of this pattern are available on request).
21. Any alterations to this agreement shall only be made with the consent of the Chief Constable and the Joint Branch Board.

Signed  sec for Chief Officers 17/3/09

Signed  For Staff Association 18/3/09

Amended by: Andy Morgan Date: 16/03/09