THE NEWCASTLE UPON TYNE HOSPITALS NHS TRUST

WORKING TIME REGULATIONS 1999

LOCAL AGREEMENT

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THE NEWCASTLE UPON TYNE HOSPITALS NHS TRUST

WORKING TIME REGULATIONS 1999

LOCAL AGREEMENT

Effective: 1 April 2001                     Review Date: 31 March 2006

Section 1

1. Introduction

1.1 The purpose of this Agreement is to ensure the local implementation of the Working Time Regulations 1999 (“the Regulations”) and Section 44 of the General Whitley Council Handbook within the Newcastle Upon Tyne Hospitals NHS Trust (“the Trust”).

1.2 This Agreement applies to all employees employed by the Trust with the exception of Career Grade Doctors - who are covered by separate arrangements - and Junior Doctors who are not subject to the Regulations. The terms of the Agreement are binding and, unless otherwise stated, must be adhered to by all employees of the Trust.

1.3 Working time is recognised by the Trust as a health and safety related issue and as such, this Agreement shall complement the Trust’s existing health and safety policies.

1.4 The implementation of this Agreement shall be undertaken in such a way as to ensure that employees are treated fairly and equitably.

Section 2

2. Summary of the Agreement

2.1 This Agreement lays down the entitlement of employees to:

   - periods of rest
   - in-work rest breaks
   - limits on average working time
   - night work limits
   - health assessments
   - paid annual leave

In addition, it stipulates how the above entitlements are to be enforced and what records must be kept.

2.2 Though this Agreement identifies very clear minimum limits and standards, a feature of the Regulations and this Agreement is an acknowledgement to adopt a flexible approach to implementation. This is in recognition of the fact that the Trust maintains services on a twenty-four hour basis and that unforeseen circumstances can occur which may reasonably prevent the normal application of this Agreement. It is stressed, however, that such occasions will be rare. In any event, primary
consideration will be given to the health and safety implications for affected employees.

2.3 Underpinning the implementation of this Agreement is the need for the Trust, through its managers and employees, to observe and carry out their obligations in respect of working time. In paragraph 1.3 of this Agreement it is stated that working time is a health and safety related issue. As such, all employees have a legal obligation to take reasonable care for the health and safety of themselves and others at work and to co-operate with the requirements of this Agreement.

2.4 Any employee who is uncertain as to the application of any aspect of this Agreement should contact either their line manager, safety representative, a Trust Health and Safety Adviser, or a member of the Personnel Department for clarification.

Section 3

DEFINITIONS

3. Working Time

3.1 Working Time is defined as any time that an employee is ‘working, at the Trust’s disposal and carrying out his/her activities or duties’.

All three elements of this definition must be satisfied in order that time may be classed as working time. For the purposes of this agreement working time need not equate to paid time.

3.2 An employee who is required to be on-call/stand-by shall be regarded as working from the time that he/she is contacted and asked to attend work to the time that he/she returns home directly from work. Provided that an employee is otherwise able to pursue time as his/her own, the remaining time spent on-call/stand-by shall not be classed as working time. An employee who is rostered to be on-call/stand-by shall be expected to remain fit for work as a condition of his/her participation in any on-call/stand-by arrangement.

3.3 An employee required to sleep-in on Trust premises for a specified period shall be regarded as working for the purposes of this Agreement.

3.4 Where an employee is contacted at home (e.g. by telephone) regarding a work-related matter, but there is no requirement for him/her to attend work, he/she shall be classed as working for the duration of the contact (e.g. telephone call(s)) and will be entitled to equivalent compensatory rest.

3.5 Non-residential, approved study leave shall be classed as working time involving directly associated travelling time between an employee’s home and the training location when this is not within fifteen miles of the employees normal place of work. Residential, approved study leave shall be classed as working time for the purposes of this Agreement only with regard to time spent actually attending lectures, seminars, etc., and not periods between attendance.

3.6 Time an employee may spend at home carrying out work that would otherwise be
performed in the workplace, shall be regarded as working time for the purposes of this Agreement, provided that the line manager has given prior permission for the work to be undertaken at home and the employee agrees to it. In such instances, it will be necessary for the employee and the manager to determine the amount of time to be allocated to such work prior to it being undertaken.

3.7 **Trade union duties** undertaken by an accredited representative of a recognised trade union/staff organisation, shall be classed as working time for the purposes of this Agreement. Trade union duties are:

a) participation in meetings of the Joint Staffs Consultative Council, Joint Staffs Site Consultative Committees, Pay Negotiation Group and/or Joint Sub-Groups of these set-up for the purposes of consultation.

b) participation in Staff Side pre-meetings in respect of any of the above.

c) representing employees (individually or collectively) in matters relating to: disciplinary proceedings; grievance; interpretation/application of terms and conditions of service; policies; and procedures.

d) providing advice to members.

e) informing members about negotiations and consultations with management.

f) meeting with other accredited representatives or full-time officers of their organisations to discuss any of the issues covered by this list.

g) appearing on behalf of an employee before an external official body, e.g. Employment Tribunal, Coroner’s Court, Solicitor in relation to a matter covered by this list.

h) participating in recognised training which is necessary for effective performance in the role of representative.

i) participating in meetings called by Management to which they have been invited.

3.8 **Health and safety duties** undertaken by an accredited Safety Representative of a recognised trade union/staff organisation, shall be classed as working time. Health and safety duties are:

a) providing advice to employees regarding health and safety matters.

b) carrying out workplace investigations following accidents/untoward incidents.

c) carrying out workplace risk assessments.

d) carrying out workplace health and safety training courses.

e) attending meetings with other accredited representatives or full-time officers of their organisations to discuss any of the issues covered by this list.
f) participating in meetings called by Management to which they have been invited.

g) appearing on behalf of employees before an external official body e.g. Employment Tribunal, Coroner’s Court, Solicitor in relation to a matter covered by this list.

3.9 **Public duties** undertaken by an employee, as defined in Section 50, Part VI of the Employment Rights Act 1996, shall be classed as working time. Public duties arise when an employee is a member of:

a) a local authority
b) a statutory tribunal
c) a police authority
d) a board of prison visitors or a prison visiting committee
e) a relevant health body
f) a relevant education body
g) the Environment Agency

3.10 **Night-time** is identified as the hours of 11.00 p.m. to 6.00 am inclusive.

3.11 A **night worker** is an employee whose contract of employment requires him/her to work at least three hours of night-time, and/or he/she works these hours regularly (over a 17 week period) as opposed to on an infrequent or ad hoc basis.

3.12 A **worker** is an individual who has entered into or works under either a contract of employment, or any other contract, whether express or implied and (if it is express) whether oral or in writing, whereby the individual undertakes to do or perform personally any work or services for another party to the contract whose status is not by virtue of the contract that of a client, or customer of any profession or business undertaking carried on by the individual. (The word “worker” in the context of this Agreement is interchangeable with “employee”).

3.13 **Shift work** is defined as any method of organising work in shifts where employees succeed each other at the same workstation according to a certain pattern, including a rotating pattern, and which may be continuous or discontinuous, entailing the need for employees to work at different times over a given period of days or weeks.

3.14 **Shift worker** is defined as any employee whose work schedule is part of shift work.

3.15 **The leave year** for the purposes of this agreement is the period 1 April to 31 March inclusive each year.

3.16 **Equivalent compensatory rest** is defined as the difference between the amount of rest actually taken and the amount of rest that ought to be taken to ensure compliance with the Working Time Regulations.

3.17 **Young worker** is defined as an employee who is 15 years of age or over but under 18 years of age.

3.18 **Normal working hours** are defined as those hours stated in the employees’ terms and
conditions of employment as their contractual hours. Overtime hours that are neither
guaranteed nor compulsory, shall not be classed as normal working hours. Hours
actually worked when participating in a compulsory on-call/stand-by system shall be
classed as normal working hours for the purposes of calculating payment during
periods of annual leave under the terms of this Agreement.

Section 4

ENTITLEMENT TO REST BREAKS & REST PERIODS

4.1 Daily Rest

4.1.1 An employee is entitled to a rest period of not less than 11 consecutive hours between
each working day in each 24 hour period. This entitlement may be disapplied for shift
workers subject to equivalent compensatory rest being provided. The entitlement of
employees not regarded as shift workers may also be disapplied provided that this is
not done on a regular, or routine basis and that it is in response to exceptional service
needs. In such instances, equivalent compensatory rest shall be provided within two
weeks.

4.1.2 Where an employee works on-call/stand-by that breaks the 11 hour rest period, he/she
is entitled to equivalent compensatory rest. Where practicable this should be taken as
soon after the period of the breach as possible and, in any event, within two weeks.
Exceptions to this may be made by local agreement.

4.1.3 Where an employee is not able to take 11 hours daily rest because of a request to work
extra hours above the standard working week, the implementation of rest periods shall
be without prejudice to any financial benefits or payments to which he/she is entitled
notwithstanding that the normal working week hours paid at the normal hourly rates
have not been completed. The decision to disapply the 11 or 24 hour rest periods shall
remain with the worker.

4.1.4 Exceptional circumstances cannot occur on a regular basis.

4.2 Weekly Rest

4.2.1 A normal week starts at 12 midnight on Monday and ends at 11.59 p.m. on the
following Sunday.

4.2.2 An employee shall not normally be rostered to work more than 7 continuous shifts
(one per day) over a 2 week period. In exceptional circumstances, for example due to
sickness or service requirements, an employee may work a maximum of 8 continuous
shifts by arrangement. In such instances, the manager must be able to demonstrate the
need. The weekly rest period that has been breached should be taken as soon as
possible and no later than four weeks from the date of entitlement.

4.2.3 An employee is entitled to an uninterrupted rest period of not less than 24 hours in
each 7 day period. Daily and weekly rest are separate entitlements and should be
taken consecutively in either one continuous weekly period of 35 hours (i.e. 24 hours
weekly rest plus 11 hours daily rest), or one continuous fortnightly period of 70 hours.
4.2.4 The daily rest period of a young employee shall not be less than 12 consecutive hours. Such employees will be given two days consecutive rest in each 7 day period - normally Saturday and Sunday - unless otherwise agreed locally.

4.3 **Compensatory Rest**

4.3.1 Where an employee is required to work during any time which is supposed to be rest time (e.g. daily or weekly) then he/she must:

   a) be permitted to take an equivalent period of compensatory rest as soon as possible. This should amount to the same number of hours rest lost. Daily rest lost should be taken within two weeks and weekly rest lost within four weeks; or

   b) in exceptional cases, where providing equivalent compensatory rest is not possible, be granted rest in order to protect his/her health and safety. This should be a minimum of half the amount of equivalent compensatory rest entitlement to be taken within a 7 day period - the remainder to be taken in the following 7 day period.

   c) where rest is taken as in b) above, this shall be without prejudice to any financial benefits or payments to which the employee is entitled, notwithstanding that the normal working weekly hours paid at the normal hourly rates have not been completed.

4.3.2 When a shift worker changes shifts and cannot take his/her entitlement to daily or weekly rest between the end of one shift and the start of the next one, he/she is entitled to equivalent compensatory rest in accordance with 4.3.1 a) above.

4.3.3 Compensatory rest will be paid or unpaid depending on whether the period of daily and/or weekly rest lost was paid or unpaid. If paid rest is due, it will be at the rate applicable during the period of daily and/or weekly rest lost.

4.4 **In-Work Rest Breaks**

4.4.1 When daily working time is more than 6 hours, an employee is entitled to a minimum uninterrupted break of 20 minutes away from his/her work station. It should be a break during working time and not at the start or the end of the working day. In-work rest should not overlap with daily rest entitlement.

4.4.2 Where an employee cannot take his/her entitlement to in-work rest, he/she is entitled to compensatory rest. This should be taken within two weeks.

4.4.3 Where a young employee’s daily working time is more than four and half hours, he/she is entitled to a break of at least 30 minutes (consecutive if possible) away from his/her work station.
4.5 **Entitlement Under Other Provisions**

4.5.1 Where an employee is entitled to a rest period, rest break or annual leave both under the Working Time Regulations and under a separate provision (e.g. his/her contract of employment), he/she may not exercise the two rights separately, but may, in taking a rest period, rest break or leave, take advantage of whichever right is the more favourable.

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**Section 5**

**AVERAGE WORKING TIME LIMITS**

5.1 **Maximum Weekly Working Time Limits**

5.1.1 An employee’s working time, including overtime, in any reference period which is applicable in his/her case shall not exceed an average of 48 hours per week.

5.1.2 The Trust will take all reasonable steps, in keeping with the need to protect the health and safety of employees, to ensure that the above maximum weekly limit is complied with.

5.1.3 It is acknowledged that an employee may wish to work more hours than the maximum weekly limit. Such an employee shall be permitted to do so provided that he/she has entered into a voluntary written agreement with the Trust to disapply the 48-hour rule (see 5.4 below).

5.2 **Reference Periods**

5.2.1 The standard reference period to be used for calculating average weekly working time shall be 17 weeks commencing from the starting date of this Agreement.

5.2.2 Where an employee has completed less than 17 weeks service, the reference period shall be the period that has elapsed since he/she started.

5.2.3 In exceptional circumstances the standard reference period may be extended to a maximum of 52 weeks by means of a collective agreement at departmental/ward level.

5.2.4 A collective departmental/ward level agreement may also determine alternative dates over which average weekly working time may be calculated.

5.2.5 A collective departmental/ward level reference period agreement shall only apply to employees in that particular area of work.

5.2.6 Employees who are covered by an agreement in 5.2.5 above cannot collectively agree to work in excess of the average maximum weekly limit. This may only be done on an individual voluntary basis in writing (see 5.4 below).
5.3 **Calculation of Average Working Time**

5.3.1 Average working time shall be calculated by dividing the total number of hours worked (see Section 3) by the number of weeks in the reference period applicable to the employee.

5.3.2 The calculation shall take account of periods where an employee is absent, for example due to annual leave, sick leave, maternity and paternity leave, parental leave, special leave or compassionate leave, as this is not classed as working time. If any such days absence fall within a reference period, then the hours worked in the equivalent number of working days falling immediately after the reference period will be added to the total of hours worked. For example, if five days annual leave were taken in the reference period the end date of the reference period would be extended to cover the next five working days.

5.4 **Agreement to Exceed the 48 Hours Working Time Weekly Average**

5.4.1 An employee is not expected to work more than an average of 48 hours per week.

5.4.2 He/she may make a request to disapply the 48-hour limit if he/she wishes provided this is done on a voluntary basis in writing (see Appendix I).

5.4.3 In assessing a disapplication, consideration shall be given to the Health and Safety implications and, if necessary, a risk assessment shall be undertaken in conjunction with the Trust’s Health & Safety Adviser and/or Occupational Health. If, in the opinion of the Trust, a disapplication would compromise the Trust’s obligations under Health & Safety legislation then it would not be allowed.

5.4.4 Where an employee also holds employment with another employer(s) and he/she wishes to disapply the 48-hour limit, it is his/her responsibility to ensure that they have given their written agreement to that employer(s) to disapply it.

5.5 **Records**

A copy of an employee’s agreement and termination notice will be retained in his/her personal file.

5.6 **Maximum Night Working Limits**

5.6.1 A night worker’s normal working time, including overtime, in any reference period which is applicable in his/her case shall not exceed an average of 8 hours for each 24 hours.

5.6.2 Where a night worker’s duties involve special hazards or heavy physical or mental strain, he/she shall not work for more than 8 hours in any 24 hour period (see Section 6).
5.6.3 The Trust will take all reasonable steps, in keeping with the need to protect the health and safety of employees, to ensure that the maximum limits under 5.6.1 and 5.6.2 above are complied with.

5.6.4 The standard reference period to be used for calculating the average of 8 hours in each 24 hours shall be 17 weeks commencing from the starting date of this Agreement.

5.6.5 Where an employee has completed less than 17 weeks service, the reference period shall be the period that has elapsed since he/she started.

5.6.6 In exceptional circumstances the standard reference period may be extended to a maximum of 52 weeks by means of a collective agreement at departmental/ward level.

5.6.7 A collective departmental/ward level agreement may also determine alternative dates over which the average 8 hours in 24 hours may be calculated.

5.6.8 A collective departmental/ward level reference period agreement shall only apply to employees in that particular area of work.

5.6.9 Employees who are covered by an agreement in 5.6.7 above cannot collectively agree to work in excess of the average of 8 hours in 24 hours maximum limit. This may only be done on an individual voluntary basis in writing (see 5.4 above).

5.6.10 A collective departmental/ward level agreement may also vary or exclude the night working limits and referencing periods subject to the night workers receiving compensatory rest as defined in Section 3.16.

5.7 Calculating Working Time and Breaks

5.7.1 Weekly Working Time – the average weekly working time (48 hours) calculation is:

\[
\frac{A+B}{C}
\]

- **A** is the total number of hours worked during the reference period.
- **B** is the total number of hours worked, immediately after the reference period, during the number of working days equal to the number of days missed due to leave (see 5.3.2 above).
- **C** is the number of weeks in the reference period.

5.7.2 Example

An employee has a standard working week of 40 hours and does overtime of 12 hours a week for the first 10 weeks of the 17 week reference period. No leave is taken.
The total hours worked is:

17 weeks of 40 hours and 10 weeks of 12 hours of overtime

\[(17 \times 40) + (10 \times 12) = 800\]

Therefore the average (total hours divided by number of weeks):

\[
\frac{800}{17} = 47.1\text{ hours a week}
\]

The average limit of 48 hours has been complied with.

5.7.3 Where an employee has more than one job the Trust is under an obligation to ensure that the 48 hour weekly average is not exceeded. This will entail asking the employee whether he/she has worked elsewhere and, if so, for how many hours. It may be that the employee is asked to provide written consent to working more than the 48 hour weekly average limit.

5.7.4 Night Workers Working Hours – the normal working hours of a night worker should not exceed the limit of an average of 8 in any 24 hour period. The standard reference period for the calculation of this average is 17 weeks. This may be extended to a maximum of 52 weeks by means of a collective agreement at departmental/ward level. The calculation to be used is as follows:

\[
A \quad B-C
\]

A is the number of hours during the reference period which are normal working hours for that worker.

B is the number of twenty-four hour periods (days) during the reference period.

C is the number of hours of weekly rest to which the employee is entitled under the Regulations (i.e. twenty-four hours for each seven days) divided by 24. (It should be noted that this is not the total amount of hours that the employee is at rest in each week. Only the hours making up the weekly rest period that the worker is entitled to under the Regulations are counted).

5.8.1 Example

The reference period is 17 weeks, if a night worker usually works 4 x 12 hours in each 7 day period he/she will work for 17 (4 x 12) = 816. There are 119 twenty-four hour periods in the reference period and 17 twenty-four rest periods. The calculation is as follows:

\[
\frac{816}{119-17} = \text{an average of 8 hours (i.e. compliance)}
\]
Section 6

NIGHT DUTY ISSUES

6. Night Duty Issues

6.1 The identification of night duty special hazards of heavy physical and mental strain shall be undertaken by a process of risk assessment in accordance with the Management of Health and Safety at Work Regulations 1992 and the Trust’s local risk assessment procedures.

6.2 Employees whose work involves special hazards or heavy physical or mental strain identified by the risk assessment process referred to in 6.1 above shall be rostered to work for no more than 8 hours in any 24 hour period during which the worker performs night work. Managers must decide whether to change the duties or working hours of those employees identified as undertaking work at night which constitutes special hazards or heavy physical or mental strain. Appropriate consultation with employees and their representatives must also take place.

6.3 Free health assessments and/or screening (see Appendix II) are to be offered by the Occupational Health Department to night workers with the following frequency:

(i) upon appointment;
(ii) upon undertaking night work for the first time;
(iii) if aged 45 or under every 3 years;
     if aged 60 or under every 2 years;
     if aged 61 or over every year;

6.4 It is for night workers to decide whether they take up the offer of a free health assessment or health screening.

6.5 Details regarding those records that must be kept in respect of night work can be found in Section 8.

6.6 Managers will be responsible for ensuring that the Occupational Health Department is aware of the names and workplaces of all night workers.

6.7 The Health & Safety Executive has the authority to examine night-working practices and records and enforce the working time regulations accordingly.

6.8 Details regarding the calculation of average hours worked at night can be found in Section 5 of this agreement.

Section 7

ANNUAL LEAVE

7.1 Entitlement to Leave

7.1.1 Employees are entitled to paid annual leave, including Bank Holidays in accordance
with their terms and conditions of employment. The first four weeks of contractual annual leave entitlement will be off-set against any entitlement to leave under the Working Time Regulations.

7.1.2 The leave year shall be 1 April to 31 March each year.

7.1.3 For an employee to qualify for the statutory minimum entitlement of four weeks’ paid leave under the Working Time Regulations, he/she must have been continuously employed by the Trust for four weeks.

7.1.4 Once an employee has qualified, he/she does not lose this right unless their employment with the Trust ends (i.e. is terminated) for a period of at least one week Sunday to Saturday. To requalify, an employee must be continuously employed by the Trust for a further four weeks.

7.1.5 In the case of employees employed solely on a casual basis e.g. some Bank Nurses, continuity during the period of accruing four weeks service will be broken by any period of at least one week - Sunday to Saturday - in which they do not work. This is due to the fact that when they are not working there are no contractual obligations in existence between the Trust and the employee. Once four weeks continuous employment is accrued, paragraph 7.1.4 above will apply.

7.2 Calculation of Paid Leave

All paid leave in excess of the first four weeks of leave taken in each leave year shall be paid in accordance with the worker’s contract of employment. The first four weeks will be paid at an amount which constitutes a normal week’s pay. A normal week’s pay is determined as:

7.2.1 In the case of an employee with regular working hours, what he/she would earn for a normal working week.

7.2.2 In the case of an employee with no normal working hours e.g. Nurse Bank, or whose earnings vary from week to week, a payment of 8.33% of earnings in respect of shift premiums, contractual overtime and on-call/standby will be made in addition to basic earnings. This covers all payments due under the Regulations for 4 weeks paid annual leave per year.

7.2.3 Normal working hours are those fixed by the contract of employment. Full time hours are those recognised as full time hours under the Trust’s terms and conditions of service. Contractual overtime rates are only applied to hours worked in excess of full time.

7.3 Requirement to Take/Request Leave

7.3.1 Where an employee is required by his/her manager to take annual leave (of up to one week) at specified times, the minimum period of consultation will be four weeks though this may be reduced at the discretion of the employee.

7.3.2 Where an employee requests annual leave the period of notice should reflect
current practice within each department.

7.4 Carry-Over of Annual Leave

7.4.1 Annual leave entitlement equivalent to one working week may be carried forward from one leave year to the next subject to the prior written approval of the relevant Head of Department. Any leave carried forward must be taken in that leave year.

Section 8

RECORDS

8. Records

8.1 Records must be kept which demonstrate that departments, wards and the Trust comply with the weekly working and night working time limits.

8.1.1 There is no requirement to keep a running calculation of each employee’s weekly working time. Records which are kept for the purposes of this agreement will be of time already worked rather than of current or prospective working time.

8.1.2 In the case of hourly paid employees (e.g. Ancillary Staff) existing payroll records will be regarded as constituting working time records.

8.1.3 Where an employee has agreed to work over the 48 hours per week average limit there is a requirement to keep records of the number of hours actually worked.

8.1.4 All working time records including health assessments for Night Workers must be kept for two years from the date on which they were made.

Section 9

SECONDARY EMPLOYMENT

9. Secondary Employment

For an employee who also has employment with another employer, it is the duty of both the Trust and the individual to recognise that all working time with all employers are relevant for the purposes of this Agreement.

9.1 Trust to Enquire

9.1.1 The Trust shall take all reasonable steps to enquire of its employees if they have secondary employment.

9.1.2 For all new employees, individuals will be asked the following questions when they start to assess any implications for the 48-hour rule and rest entitlements:

- Do you have any other regular employment?
- How many hours per week do you normally work?
- What shifts do you normally work?
- Who is your employer?

9.1.3 If an employee fails to declare secondary employment, or hours worked for another employer, disciplinary action may be taken.

9.2 **Staff to Declare**

If, during the course of his/her employment with the Trust, an employee commences employment with a secondary employer, he/she must inform his/her manager in writing within seven days of the commencement of that employment.

Failure to do so will constitute a disciplinary offence.

9.3 **Safety Implications**

It is recognised that all hours worked with all employers may be relevant for the purposes of this Agreement and, as such, the Trust and it’s employees must ensure that any potential safety implications are addressed.

Section 10

**ENFORCEMENT**

10. **No Detriment Principle**

Throughout this local agreement there is reference to minimum standards that must be met in order to ensure compliance with the Regulations. It is stressed however, that where current practices provide employees with more favourable working time conditions than those identified in the regulations, these more favourable conditions must be preserved. To merely comply with minimum standards under such circumstances will not be enough and will actually constitute a breach of the Regulations and this Agreement. The Regulations require that there shall be no adverse or detrimental impact upon employees working time conditions as a consequence of the implementation of the Regulations themselves, or of the local Working Time Agreement.

10.2 **Enforcement within the Trust**

10.2.1 Should an employee believe that his/her working time conditions have worsened because of the implementation of the Regulations and/or the local Working Time Agreement, or that the Agreement is not being observed, the employee’s claim must be considered by means of a meeting between the individual, his/her line manager and the local Safety Representative and/or Trust Health & Safety Adviser and/or Personnel representative. If this meeting fails to produce a satisfactory outcome the employee may pursue a formal grievance in accordance with the Trust’s Grievance Procedure. The person(s) hearing a grievance shall be required to take relevant, specialist health and safety advice prior to reaching a decision.
10.2.2 Compliance with the terms of this Agreement and the Regulations shall be determined as part of workplace health and safety audits. The results of these audits shall be reported to the relevant manager and Trust Health & Safety Committee.

10.3 Enforcement by External Agencies

Weekly working time and night work limits, other night work provisions and record keeping requirements can be enforced by the Health and Safety Executive and/or Local Authorities. Entitlement to rest periods, breaks and annual leave may be enforced by an Employment Tribunal.

Section 11

AGREEMENT REVIEW

11. Review

This Agreement will remain enforce until 31 March 2002 by which time it shall be jointly reviewed by Management and Staff Side.
Section 12

Signatories to the Agreement

Signed: ________________________________ Date: ________________

Designation: ________________________________
on behalf of the Newcastle upon Tyne Hospitals NHS Trust

Signed by a representative of:

AEEU ________________________________ Date: ________________
ACB ________________________________ Date: ________________
BAOT ________________________________ Date: ________________
BDA ________________________________ Date: ________________
BOS ________________________________ Date: ________________
CSP ________________________________ Date: ________________
GMB ________________________________ Date: ________________
MSF ________________________________ Date: ________________
RCM ________________________________ Date: ________________
RCN ________________________________ Date: ________________
SOR ________________________________ Date: ________________
UCATT ________________________________ Date: ________________
UNISON ________________________________ Date: ________________
Appendix I

The Newcastle upon Tyne Hospitals NHS Trust

Opt-out Agreement – Working Time Regulations

Surname: ______________________________________ DOB: ________________

Forename(s): ______________________________________________________

Job Title: ______________________________________________________

Grade: ___________________

Ward/Dept: ______________________________________________________

Specialty: ______________________________________________________

Site: ______________________________________________________

I agree that I may voluntarily work for more than an average of 48 hours a week with effect from (date).

If I change my mind, I will give the Trust (amount of time – up to three months) notice in writing to end this agreement.

Signed: ________________________________ Date: ________________
