

HR Department

WORKING TIME DIRECTIVE - INFORMATION FOR EMPLOYEES

The Regulations

On 1 October 1998 the Government introduced the Working Time Directive of the European Community.

These regulations contain several significant changes to employment legislation:

1. The provision for a maximum working week of 48 hours (on average over a 17 week period). Sickness, holidays and maternity leave are discounted in the calculation and therefore have a 'neutral' effect.
2. An entitlement to eleven consecutive hours rest in each 24 hour period in which the work is performed (12 hours if under 18 years of age).
3. An entitlement to:
 - 24 hours rest in each seven day period OR
 - 2 x 24 hours in each 14 day period OR
 - 48 hours rest in each 14 day period.
4. An entitlement to 20 minutes (unpaid) break after any 6 hour period of work.
5. 4 weeks annual leave (*pro rata* for part-time workers).
 - 4 weeks notice, of the holiday, must be given by the employee and the employer who then has seven days to confirm or deny the request.
 - Unless otherwise agreed the holiday year is the anniversary of employment. This entitlement is not valid in the first 3 months of employment.
6. Night workers may only work 8 hours in any twenty four hour period. A night worker is one who works at least 3 hours between 11pm (23:00) and 6am (06:00) 'as a normal' course. The hours of night work are an average over 17 weeks.

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7. Night workers are entitled to a free 'Health Assessment' at the start of the period of night work and at 'regular intervals (unspecified) intervals after that'.

The University's Perspective

The University of Surrey believes that these Regulations are an essential part of the employment contract.

We recognize, however, that some of our current employees work hours that are outside the maximum described in this paper. The Government has also recognized this and like the University would not want to impose a blanket 48 hour week on people who do not wish to change their working hours.

An individual worker can, therefore, agree with his or her employer to 'opt-out' of the Working Time Regulations and the University of Surrey propose to give our employees the choice as to whether they do this or not.

The choice is entirely yours. You can choose to change your hours from their current level OR you can choose to continue working as you are now. All we ask is that you understand what you have chosen to do and agree to it in writing.

If you choose to reduce your hours in line with the Regulations you will not be penalized by the University BUT you will, of course, only be paid for the hours you work and your take-home pay will therefore be less than you earn at present. You will be issued with a new contract of employment to reflect this change in hours and pay but all of your other Terms and Conditions of Service will be the same, particularly holidays, start dates *etc.* The Government feels that some people may value time with their family above the extra pay. The choice is yours.

If you choose to continue to work as you do now then there will be no change to your contract of employment and we would ask you to sign an agreement to that effect. The agreement is attached to this document.

Please discuss this paper and what it means with your line manager or contact Personnel.

Alan Behagg

Director of Human Resources 1 September 2000

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INDIVIDUAL OPT-OUT AGREEMENT WITH REFERENCE TO THE 'WORKING TIME DIRECTIVE' AND THE 'YOUNG WORKERS DIRECTIVE' 1998

(to be completed if you willingly work more than 48 hours per week)

PARTIES TO THIS AGREEMENT

This agreement is made between (the employee)

and the University of Surrey.

LIMITS TO THE AGREEMENT

This agreement is entered into voluntarily and may be ended at any time by either party giving no less than three months notice in writing of their intention to withdraw from this agreement.

This agreement will automatically expire five years from the date of signing and may or may not be replaced with another agreement at the sole discretion of the University of Surrey.

DECLARATION BY THE EMPLOYEE

I have read, understood and been given a copy of the document entitled 'The Working Time Directive - Information for Employees'.

I understand that I have the right to insist that my working hours and/or other Terms and Conditions are adjusted to fall in line with the Working Time Regulations 1998 and that if this adjustment were to take place my hours of work and consequently payment would be reduced.

However I have requested my employer, The University of Surrey to apply this agreement under Regulation 21 to modify or exclude Regulations 5(1) (2) and (6), 9(1), 10(1) and (2) and to apply the provisions of Regulation 4(1) and (3).

NOTE: These Regulations are:-

- 5(1) a night workers average normal hours of work shall not exceed eight hours for each 24 hour period.
- 5(2) An employer shall take all reasonable steps, in keeping with the need to protect the Health & Safety of the worker, to ensure that the limit specified in 5(1) is complied with in the case of each night worker employed by him.

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- 5(6) An employer shall ensure that no night worker employed by him whose work involves special hazards or heavy physical or mental strain works for no more than 8 hours in any 24 hour period during which the night worker performs night work.
- 9(1) An adult worker is entitled to a rest period of not less than 11 consecutive hours in each 24 hour period during which he works for his employer.
- 10(1) An adult worker is entitled to an uninterrupted rest period of not less than 24 hours in each seven days during which he works for his employer.
- 10(2) If his employer so determines an adult worker shall be entitled either:
- (a) two uninterrupted rest periods of not less than 24 hours in any 14 day period during which he works for his employer OR
 - (b) one uninterrupted rest period of not less than 48 hours in each such 14 day period (in place of the entitlement provided in Paragraph 10(1)).
- 4(1) Subject to paragraph 4(3) a workers average working time, including overtime, shall not exceed 48 hours for each seven day period.
- 4(3) the limit specified in paragraph 4(1) shall not apply in relation to a worker who has agreed with his employer in writing that it should not apply in his case, provided the employer complies with the requirements of paragraph 4(10).

NB. Paragraph 4(10) relates to the recording of the hours worked.

NAME:.....

LOCATION:.....

My current hours of work are _____ *per* week.

I work on the following days; MONDAY, TUESDAY, WEDNESDAY, THURSDAY, FRIDAY, SATURDAY, SUNDAY (delete those not applicable)

I work DAYS, NIGHTS (delete the one not applicable)

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I work on rostered shifts details of which are given to me in advance.
(Delete if not applicable)

1. I request the University of Surrey to allow me to continue these hours and shifts.
2. I understand that I can ask to change this agreement at any time by giving no less than three months notice in writing to the University of Surrey.
3. I understand that if I am a night worker I am entitled to a free health assessment at the commencement of such night work and at regular intervals after that. The University of Surrey will arrange such re-assessments every 12 months or at my request if my health changes during this time.
4. I understand that I will be paid for the hours that I work at the rate(s) agreed in my contract of employment.
5. I agree that if I choose to alter or withdraw this agreement inline with (2) above I will only be paid for the hours I work in line with that new or changed contract and not at the rate of payment under this agreement.

Signed:
(Employee) (Date)

Signed:
(for the University of Surrey) (Date)