Westmanstown Roster
– Working Time Agreement

11 September 2012
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1.1 The agreed roster will be known as the Westmanstown Roster, hereinafter to be known as ‘the roster’ and any reference to the roster in this document will pertain to the Westmanstown Roster.

1.2 The purpose of this agreement is to set out the principles that underpin the Westmanstown Rosters to ensure their efficient and effective implementation and to ensure the operation of the rosters complies fully with European Working Time Directive (EWTD). The agreed rosters will be known as the Westmanstown Roster, and any reference to a roster in this and any related document will pertain to one of the Westmanstown Rosters.

1.3 This Working Time Agreement (WTA) is an agreement between the Garda Commissioner and the four Garda representative associations (ACS, AGS, AGSI and GRA) pertaining to the introduction of the new Garda Rosters as part of the Public Service Agreement 2010–2014 (the Croke Park Agreement).

1.4 This Working Time Agreement is made under the auspices of the European Working Time Directive 2003/88/EC of the European Parliament and of the Council. This agreement will comply with the European Working Time Directive (EWTD) and subsequent Court of Justice of the European Union judgments.
Purpose and Scope

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1.4 This Working Time Agreement is made under the auspices of the European Working Time Directive 2003/88/EC of the European Parliament and of the Council. This agreement will comply with the European Working Time Directive (EWTD) and subsequent Court of Justice of the European Union judgments.
1.5 The roster shall comply fully with the relevant Directives and Legislation. The Commissioner and the representative associations acknowledge and support the guiding principles of adequate rest and maximum weekly working hours behind the EWTD.

1.6 This agreement shall apply to all members of An Garda Síochána, and shall take account of the terms of the EWTD which shall encompass all working time for all such members (and not just rostered working time) – as set out in the EWTD.

1.7 The parties recognise that a key principle of the WTA is that working time, in general, and rosters, in particular, should be predictable for members.

1.8 While providing for predictability, this agreement sets out circumstances where management shall be entitled to change tour starting and finishing times. These provisions are specifically designed to allow for flexibility to respond to policing demands and the needs of the community. Any changes other than those provided for in the Compensatory rest protocols, except for exceptional events, shall require 14 days notice.

1.9 Notwithstanding the requirement of a minimum of 14 days notice to members of changes to their shift start and finish times, this agreement provides for changes to shifts and rosters with less than 14 days notice where these are required in response to an exceptional event. The agreement also makes provision for dealing with situations arising from extraordinary events and from the exigencies of the service.
1.10 The allocation of members to meet the requirements of this roster shall be on a Garda district basis.

1.11 This agreement acknowledges and reinforces the entitlement of every member to a minimum of 11 hours uninterrupted consecutive hours rest in a 24 hour period.

1.12 This agreement acknowledges that, for operational reasons, members will, on occasion, be required to work overtime and this could result in less than 11 consecutive hours rest in a 24 hours period. To ensure that members receive the required 11 consecutive hour rest period they will receive compensatory rest.

1.13 This agreement acknowledges that the roster is designed to provide a minimum of 11 hours consecutive rest in each 24 hour period.

1.14 This agreement acknowledges that members shall not, in the interest of health and safety, be required to work more than 16 hours in any 24 hour period. Notwithstanding this commitment the agreement provides and prescribes (herein) the occasions where it may not be possible to comply with this requirement.
2 Definitions

2.1 ‘Member’ means:
   a. A member of any rank (including the Garda Commissioner) appointed under Part 2 of the Garda Síochána Act 2005 or under an enactment repealed by that Act, and
   b. A reserve member.

   A member does not mean a member of the civilian staff of An Garda Síochána.

2.2 ‘Working time’ means:
   a. Any period during which the member is working, at the employer’s disposal and carrying out his activity or duties, in accordance with national laws and/or practice.
   b. Any time during which a member is undertaking training courses in An Garda Síochána.

2.3 ‘Shift work’ means a method of organising work in set rosters whereby individual members and/or units succeed each other at the same activities or duties according to a certain roster pattern. This includes a rotating roster pattern, which may be continuous or discontinuous, entailing the need for members to work at different times over a given period of days or weeks.

2.4 ‘Shift Worker’ means any member whose work (either whole or part time) is shift work.
2.5 ‘Adequate rest’ means that members have regular rest periods, the duration of which is expressed in units of time and which are sufficiently long and continuous to ensure that, as a result of fatigue or other irregular working patterns, they do not cause injury to themselves, to fellow members or to others and that they do not damage their health, either in the short term or in the longer term.

2.6 An ‘extraordinary event’ is an event that, although capable of being predicted, places demands on the Garda service, is outside the ordinary service provision for An Garda Síochána and requires alteration to set roster tours to police that event. The Commissioner, in accordance with the principles of this agreement, can alter shift durations and/or cancel rest days to meet the demands of an extraordinary event (events such as the visit of a high security risk Head of State). Where rest days are cancelled, overtime and compensatory rest rules apply.

2.7 ‘Exceptional event’ – In the event of natural or technological disasters, attacks, serious accidents or similar events, the gravity and scale of which requires the adoption of measures indispensible for the protection of life, health and safety of the community at large and the proper implementation of measures designed to protect the community are deemed to be at a serious risk by the implementation or observation of all the rules laid down in the EWTD, members will give absolute priority to the achievement of those measures.
2.8 ‘Exigencies of the service’ is a situation that requires urgent and unforeseen Garda action because of a state of affairs that demands such immediate action or remedy, that require a member(s) to work longer than the period for which he/she has been rostered and, may exceed 48 hours in seven days or result in a daily rest break of less than 11 consecutive hours.

2.9 Compensatory Rest means, rest required to substitute for inadequate rest as provided for in the EWTD and the Organisation of Working Time Act 1997 and is to be provided in accordance with the compensatory rest protocols.

3 Interpretations

Provisions for interruptions to rest periods

3.1 When a member’s rest period is interrupted for a work-related matter (over the telephone or otherwise) when off duty, the following shall apply:

(i) In compliance with the EWTD, only the period of actual interruption will be used to calculate working time.

(ii) Phone calls of 15 minutes or longer in duration in total shall be regarded as working time. Where there is more than one phone call during any given rest period, the time involved will be additive. Contacting members unnecessarily about work related matters while they are off duty should be avoided, during the initial 11 hour rest provision, particularly after night shifts.
(iii) Garda members will be entitled to payment of actual time for any phone call and compensatory rest where the phone call is of 15 minutes’ duration or longer providing that the member has not, by commission or omission, contributed to the necessity for such a phone call.

(iv) When a member is off duty and, as a result of an official phone call, is then required immediately to attend at his/her normal place of work or another place of work, the member shall be deemed to have commenced work from the time the call was received until the completion of that duty.

(v) Where a member is called in during a rest period, the minimum period of payment will be three hours in accordance with current regulations.

3.2 Non-working time: For the purposes of complying with the EWTD, time spent on rest days, time off in lieu, annual leave and sick leave will not be counted for the purposes of computing working time.

3.3 The working day and arrangements for calculating pay:

- For the purpose of rostered pay and allowances, the working day will be a 24-hour day calculated from 07:00 to 07:00.

- For the purpose of overtime and non-rostered allowances, the working day will be a 24-hour day from 00:00 to 24:00.

3.4 Stand-by time in the station or in another work location on the directions of the Garda Commissioner shall be considered working time.
Distinguishing between Extraordinary and Exceptional Events

3.5 The key distinguishing feature between extraordinary and exceptional events is predictability. Extraordinary events can be foreseen and, as such, are predictable and can be prepared for. Exceptional events, on the other hand, cannot be foreseen and are not predictable.

3.6 Examples of extraordinary events, while not exhaustive, shall include the following:
   - High security state visit
   - Special Security Operations
   - Large organised searches.

3.7 Examples of exceptional events include, but are not confined to, the following:
   - Natural or technological disasters
   - Terrorist attacks
   - Serious accidents (air, sea, rail, road, inland waterway and lake transport, sea fishing and/or other work at sea)
   - Serious public order event (London/Landsdowne Road Riots).

3.8 Where a Garda response to an exceptional event is at variance with the EWTD, compensatory rest periods will be provided in accordance with this working time agreement.

3.9 It is accepted that in the majority of exceptional events it will be the initial period that will result in a breach of the requirements of the EWTD (daily and weekly rest, rest breaks and average weekly working limits).
3.10 District Officer/Superintendent will ensure that as soon as possible the resourcing of the exceptional event is planned in accordance with the EWTD.

3.11 Any increase in the average 48 hour working week during the exceptional event will be corrected in subsequent weeks.

3.12 Examples of exigencies of the service are:
   - Urgent and serious crime
   - Fatal and serious accident investigations
   - Major crime scene preservation
   - Preservation of life
   - Protection of property.

3.13 It is also agreed that where, due to the exigencies of the service or the interruption of a period of rest while off duty, a member may be precluded from enjoying an uninterrupted rest period of not less than 11 consecutive hours in a 24 hour period, appropriate compensatory rest will be provided in accordance with this WTA.

3.14 All references to the Garda Code F (10) in this document shall be interpreted to apply to the Garda Code in operation at the date of the signing of this agreement or incorporating any subsequent revisions agreed with the representative associations.
Principles Underpinning the WTA

It is agreed that the key principles underpinning this agreement shall include:

4.1 This agreement shall meet the requirements of the EWTD and subsequent Court of Justice of the European Union judgments. The roster shall comply fully with the relevant Directives and Legislation.

4.2 The roster will match the availability of staff to policing demands while protecting the welfare of members, therefore, there shall be sufficient members on duty at all times to ensure the safety, health and welfare of members and of the public.

4.3 The Westmanstown Roster(s) will endeavour to best match the availability of staff to policing demands through proper planning and police management while protecting, as far as possible, the health, safety and welfare of members. Therefore, there shall be sufficient numbers of members on duty in each District at all times to ensure the health, safety and welfare of members and of the public.

4.4 The determination of Garda Síochána demands and health, safety and welfare issues shall rest with local Garda management (Superintendent/District Officer in consultation with supervisory management). Any disputes in relation to those issues will be resolved by the Chief Superintendent/Divisional Officer in consultation with the staff associations.
It is agreed that the key features of the roster management are:

4.5 Members will be allocated to the Core and Non Core roster by District Officers/ Superintendents in accordance with the needs of their policing requirements following consultation with the staff associations.

4.6 Except in accordance with the provisions of this agreement, the Non Core roster will be set for a period of 12 months.

4.7 The roster will apply to all Garda Personnel with the exception of those in Designated Posts and those in receipt of Ex-Gratia payments and/or those who are conditioned to work Monday to Friday.

4.8 The Sergeants in Charge of Divisional, District and Area Headquarters Stations will carry out their role as Sergeant in Charge and will continue to work as close as possible to their current working conditions, in compliance with the EWTD. Their roles and responsibilities will continue as pertained prior to the introduction of the Westmanstown Roster. In compliance with the Westmanstown Roster, Sergeants in Charge of stations at Divisional, District and Area Headquarters will work six (6) days on and four (4) day off with shifts of 10 hour duration with the exception of eight (8) hours on a Sunday.

4.9 Inspectors will work the Core or Non Core Westmanstown Roster or as agreed locally with Garda Management i.e. six (6) days on and four (4) days off with shifts of 10 hours duration with the exception of eight (8) hours on a Sunday. Their roles and responsibilities will continue as pertained prior to the introduction of the Westmanstown Roster.
4.10 The average number of weekly hours worked on the roster(s) will be 40.

4.11 The Westmanstown Roster is a 5 Unit/10 Week configuration and shall operate on the principles of 6 days on and 4 days off with 10 hour shifts, save on Sunday which shall be an 8 hour shift. The roster shall consist of Core and Non-Core working times to facilitate a 24 hour roster, with variations to meet the requirements of specialist units as agreed between Management and the representative associations.

4.12 Hours worked outside rostered shifts shall be compensated by way of overtime payments in accordance with the appropriate rates [Garda Code F (10)].

4.13 It is recognised that early start times before 07:00 are undesirable for reasons of health and safety. As a result, the rostered early tour shall not commence before 07:00.

4.14 There shall be no more than four consecutive rostered night tours.

4.15 There shall be no more than six consecutive rostered tours before a designated rest day.

4.16 Adequate time for the proper pre-duty briefing and handover from each working unit(s) to the oncoming unit(s) shall be provided for where the roster provides overlaps of shifts of sufficient time for so doing. Station House Officers (SHOs) and members-in-charge will remain in their positions until they are formally relieved.
A key feature of the roster and working time is predictability for members and flexibility to allow Management to meet the needs of the community and the demands of policing.

The allocation of members to meet the requirements of this roster will be on a District basis.

5 Roster Principles

Due consideration shall be given to safe systems of work when rostering personnel for duty.

In keeping with the existing regulations and commitments of An Garda Síochána to support work/life balance, any alternative working arrangements requested by members will be considered by Garda management and, where possible, the request will be accommodated within the overall policy. If any dispute arises, the District Officer/Superintendent shall be the first arbiter.

In the interests of equity, effectiveness and efficiency, the assignment of members to meet the requirements of the rosters will be on a District basis. All such assignments shall comply with the agreed notice requirements of this agreement.

The set rest days prescribed in the roster shall be adhered to by Garda management. Where rest days are cancelled by Garda management, overtime shall apply at the appropriate rates as provided for in Garda Code (F) 10.
5.5 Tours of duty will be set out in the roster and shall not be changed outside the prescribed parameters set out in this agreement and those in the Garda Code or otherwise by agreement with the member(s) concerned. Any changes to such arrangements shall be compensated by appropriate payments in accordance with Garda Code (F) 10.

5.6 Advice from the Chief Medical Officer in relation to the deployment of staff will be complied with if appropriate.

5.7 The Westmanstown Rosters and any subsequent roster(s) agreed between the Garda Commissioner and the Garda representative associations following on from this agreement will be set out with a calendar that shows all possible start and finish times for duty for the membership of the organisation.

5.8 From the outset, these rosters will be fixed and applied in order to meet local demand. Any alterations will be agreed by the Westmanstown Group in accordance with the terms of this agreement.

5.9 To promote flexible and effective policing, there shall be a fixed core roster to facilitate 24-hour policing. The allocation of members to the non-core roster starting times (i.e. 07:00 and/or 10:00 as agreed in this document) on the early shift shall be determined following consultation between management and the representative associations at local level and shall be fixed for one year.
# Shift Configurations

## Core Shift Configurations

6.1 There shall be three Core working shifts consisting of an Early shift, a Late shift and a Night shift, as follows.

- **Early**: 07:00 – 17:00
- **Early1**: 07:00 – 15:00 (Sunday)
- **Late**: 12:00 – 22:00
- **Late 1**: 15:00 – 23:00 (Sunday)
- **Late 2**: 17:00 – 03:00
- **Late 3**: 15:00 – 01:00
- **Night**: 21:00 – 07:00
- **Night 1**: 23:00 – 07:00 (Sunday)

## Non-Core Shift Configurations

6.2 There will be three (3) Non-Core periods consisting of an Early Shift, a Late Shift and a Night Shift.

- **Early**: 07:00 – 1700
- **Early 1**: 10:00 – 1800 (Sunday)
- **Early 10**: 10:00 – 2000
- **Late**: 1200 – 2200
- **Late 1**: 15:00 – 2300 (Sunday)
- **Late 2**: 1500 – 0100
- **Late 3**: 1600 – 0200
- **Night**: 1800 – 0400
- **Night 1**: 1800 – 0200 (Sunday)

6.3 Any changes to the roster configurations set out at sections 6.1 and 6.2 above must be agreed by Garda management and the Garda Síochána representative associations at national level.

6.4 Rostered rest days will be the same for members attached to Core and Non-Core units.

6.5 Excluding exceptional events, duty details without at least 11 consecutive hours rest per 24 hour period shall not be put in place.
7 Change of Tour Starting Time(s) and Notice Requirements

7.1 Notwithstanding the provisions for alteration of start and finish times contained in the protocols agreed at Section 12 in respect of compensatory rest, a temporary change may be made to Core and Non-Core shift starting times for operational needs with a minimum of 14 days' notice of the change to be given to the members concerned. This will apply to the Core and Non-Core shifts as set out below.

**Core Shifts**

1. Early Shift  07:00 start can be changed to 10:00
2. Late Shift   12:00 start can be changed to 15:00
3. Late Shift   17:00 start can be changed to 14:00
4. Night Shift  21:00 start can be changed to 18:00

**Non-Core Shifts**

5. 07:00 start can be changed to 10:00
6. 10:00 start can be changed to 07:00
7. 10:00 start on Sunday can be changed to 07:00
8. 12:00 start can be changed to 15:00
9. 16:00 start can be changed to 14:00
10. 18:00 start can be changed to 21:00
11. 18:00 start on Sunday can be changed to 21:00

7.2 Changes associated with Specialist Units should be consistent and within the specific principles of the allowed time changes above. Any changes to start times should be within the agreed start and finish times.
7.3 The District Detective Unit (if necessary, to be supported by authorised firearms card holders) night shifts can be changed to a 21.00 start in order to provide 24 hour armed support to be determined locally by the Divisional Officer.

7.4 Temporary changes referred to in 7.1 above can be made for a maximum of 10 shifts during the calendar year for each member. The use of this facility will be at the discretion of the District Officer but shall be confined to the following circumstances:

   a. Serious crime investigations including searches
   b. Risk-assessed major sporting events
   c. Risk-assessed major cultural or community events
   d. Risk-assessed protest marches and parades
   e. Risk-assessed concerts
   f. State visits
   g. If required to augment unit strength to facilitate annual leave
   h. Risk-assessed health and safety considerations
   i. Planned attendance at court.

7.5 In accordance with the specific constraints set out in this agreement, the Garda Commissioner may alter shift durations and/or cancel rest days to meet the demands of an extraordinary event as previously defined. Where rest days are cancelled or shifts extended, the normal overtime provisions and compensatory rest rules as set out in this agreement shall apply.
7.6 Consultation will take place with the representative associations at least three months before the start of an extraordinary event. Such consultations will be thorough and shall include all relevant items that might impact on members’ welfare, working time conditions and earning capacity.

7.7 If, due to the short notice of an event, three months notice is not feasible, consultations shall start as soon as possible but not later than one week after the Garda Commissioner receives notification of the event.

7.8 In the interests of all concerned, it should be an objective of those involved in the consultations to have them completed in sufficient time so that the membership can have maximum notice of any duty changes that will affect them rather than having to rely on the minimum 14 days notice.

7.9 Duties outside the published roster, other than changes that are permitted with a minimum of 14 days notice, shall be compensated in accordance with the existing overtime regulations.

7.10 All provisions for extraordinary events shall comply with the minimum rest periods and the maximum 48 hour weekly work requirements of the EWTD and this WTA.
8 Rest Days and Annual Leave

8.1 Current Garda Code regulations shall apply to rest days and annual leave for members, which shall remain at 34 days. There shall be no restriction on the number of annual leave days that can be taken as half days subject to the provisions of granting of annual leave. Rostered rest days can only be changed in accordance with Code (F) 10.3.

‘A rostered rest day will not be altered except with the consent of the member.

This provision does not apply in the following cases:

(a) Permanent or temporary transfer;

(b) Changing Units in the interests of the service;

(c) Change of rest days of members attending courses at Garda College, Templemore, or other centres throughout the country and other temporary transfers.’

8.2 From the introduction of the Westmanstown Roster, members will be required to apply for annual leave 16 days in advance unless such periods are in accordance with the periods agreed in April each year (Garda Code 11.3 (6) volume 1). By local agreement, if resources are adequate and the absence of the member would not necessitate the incurrence of overtime, members may apply for and be granted leave with shorter notice. Annual Leave should be determined on a District basis and shall include the Core and Non-Core collectively. Current arrangements in relation to urgent leave shall continue to apply.
8.3 The District Officer/Superintendent is the granting and recording authority for annual leave. District Officers/Superintendents or Inspectors acting for them shall be obliged to ensure that leave entitlements for all members covered by this agreement can be taken within the leave year on a fair and equitable basis.

8.4 Where by reason of maternity leave, illness or injury or where a member has applied for annual leave and, because of the exigencies of the service, the application is refused and the member cannot avail of his/her annual leave entitlement within the leave year, that member shall have the unused portion of his/her annual leave entitlement carried over in full into the next annual leave year. Other than the areas as outlined above, annual leave will not be cancelled save in exceptional circumstances.

8.5 In relation to the granting of annual leave HQ Directive 52/2008 is noted. The 25% abstraction rate may be increased subject to available resources and if demand permits. Annual Leave shall be granted in an equitable and balanced manner on a District basis, incorporating all available resources.

9 **Self Care and Health Management**

9.1 Medical advice shall be provided by the Chief Medical Officer in self-care and health management arising from the obligation to perform shift work.
10 **Garda Occupational Health Department**

10.1 The Garda Occupational Health Department shall, in conjunction with Assistant Commissioner Human Resource Management continue to engage with the Organisation and the Representative Associations to provide the necessary services and advice on health, safety and related issues. This should include an assessment/evaluation of the roster and its health and safety implications on individual members.

11 **Daily and Weekly Rest Periods**

11.1 The EWTD Article 3 states that a member is entitled to a minimum daily rest period of not less than 11 consecutive hours in each 24-hour period.

11.2 It is agreed that, excluding exceptional events, rostering and actual working hours without at least 24 consecutive hours rest (plus 11 hours daily rest) in each 7 day period or 2 uninterrupted rest periods of not less than 24 hours (plus 11 hour daily rest per 24 hour period) and 48 hours (plus 11 hours daily rest) in each 14 day period shall not take place.

11.3 Weekly Rest Period

As outlined below a member is entitled to avail of:

a. One uninterrupted rest period of not less than 35 hours in each 7-day period, composed of 24 consecutive hours (plus 11 hours daily rest per 24 hour period).

or
b. Two uninterrupted rest periods each of not less than 24 hours in each 14-day period (plus 11 consecutive hours of daily rest per 24 hour period) or

c. One uninterrupted rest period of not less than 59 hours (comprising 48 hours plus 11 consecutive hours of daily rest per 24 hour period) in each 14-day period.

11.4 The protocols already agreed in relation to daily rest are unchanged and will remain.

11.5 To ensure compliance with the minimum weekly rest provisions of the EWTD i.e.: 35 consecutive hours rest (11 hours daily plus 24 hours) per 7 day period or 59 consecutive hours rest (11 hours daily plus 48 hours) in a 14 day period, only to facilitate attendance at trials in all courts with the exception of the District Court, members will be obliged to avail of 1 days Annual Leave from their current Annual Leave entitlement between Monday and Friday on the week before the trial is due to commence.

11.6 The availing of this Annual Leave shall facilitate the weekly rest provision of 35 consecutive hours rest and allow the commencement of a new 7 or 14 day weekly rest reference period.

11.7 The day on which the Annual Leave is to be availed of will, in so far as possible, be agreed in consultation with the member.
11.8 It is recognised that policing, by its nature, can be unpredictable and, therefore, it will not always be possible to comply with the minimum daily or weekly rest provisions. However, it is agreed that every effort should be made to ensure that members are afforded the minimum rest provisions of the EWTD and this WTA.

11.9 Where a member works without an 11-hour break per 24 hour period, it must be justified by the exigencies of the service or exceptional circumstances and must be recorded and retained by Garda management.

11.10 It is agreed that where a member is not provided with the minimum 11 hours’ consecutive daily rest (per 24 hour period) entitlement under the EWTD, a compensatory rest period shall be provided as set out in the Protocol on Compensatory Rest Principles.

11.11 It is agreed that where, due to the exigencies of the service or the interruption of a period of rest while off duty, a member is not able to enjoy the minimum entitlement under the EWTD compensatory rest will be provided as set out in this agreement.

11.12 In the event that a member does not get the minimum weekly rest entitlement provided for in the EWTD, overtime will be paid as per the Garda Code (F) 10 and a compensatory rest period will be provided as set out in the Protocols on Compensatory Rest Principles.
11.13 Where there is a recall to duty in circumstances as set out in Code (F) 10 and where this recall results in a member not receiving an uninterrupted rest period of a minimum of 11 consecutive hours in a 24-hour period, compensatory rest will be provided as set out in the Protocols on Compensatory Rest Principles.

12 Protocols on Compensatory Rest Principles

**The parties to the agreement:**

12.1 Acknowledge and reinforce the entitlement of every member to a minimum of 11 hours uninterrupted consecutive hours rest in a 24 hour period.

12.2 Acknowledge, for operational reasons, members will, on occasion, be required to work overtime and this could result in less that 11 consecutive hours rest in a 24 hours period. To ensure that members receive the required 11 consecutive hour rest period they will receive compensatory rest.

12.3 Acknowledge that where it is necessary to provide compensatory rest it shall be on an hour for hour basis.

12.4 Acknowledge that the calculation of the 24 hour period shall, on all occasions, commence when the members begins his/her duty on any given day. This section does not allow for changes to shift configuration or rosters other than those provided for in Sections 6 and 7 of this Working Time Agreement.

12.5 Acknowledge that the roster is designed to provide a minimum of 11 hours consecutive rest in each 24 hour period.
12.6 Acknowledge that a member may work 13 consecutive hours in a 24 hour period without incurring compensatory rest provided that it would not interfere with his/her minimum rest entitlement.

12.7 Acknowledge that members shall not, in the interest of health and safety, be required to work more than 16 hours in any 24 hour period. Notwithstanding this commitment the agreement provides and prescribes (extraordinary event, exceptional event and exigencies of the service) the occasions where it may not be possible to comply with this requirement.

12.8 In the event that a member is required to work in excess of 13 hours in a 24 hour period and is unable to avail of the minimum rest entitlement of 11 hours consecutive rest in 24 hours, he/she will be entitled to compensatory rest equivalent to each hour of rest missed less than 11 hours.

12.9 The compensatory rest should be provided on an hour for hour basis ideally from an adjacent shift or spread out over the next 3 shifts. In the normal course of events, compensatory rest should be provided from an adjacent shift but should not go beyond the next 3 shifts.

12.10 As a contribution from members to limiting the need for compensatory rest, the parties agree that there are 5 occasions annually (i.e.: limited to 1 occasion per 10 week roster) where the start and finish times of a shift may be changed (in accordance with the provisions of 7.1) to avoid the provision of the compensatory rest entitlements as per the EWTD.
12.11 Agree that any compensatory rest on the 5 occasions in excess of 3 hours shall be facilitated from working time.

12.12 Agree that in certain circumstances following night duty, where a member may be required to work for events such as Court, the provision of the 11 hours rest may be provided in 2 blocks, 1 of which must not be less than 8 hours. The 8 hours may be provided before or after the event. The balance of compensatory rest due will be availed of in accordance with this agreement.

12.13 Agree that where compensatory rest is required to be provided as a result of duty immediately preceding rest days involving at least 59 hours consecutive rest, the first 3 hours shall be absorbed into the rest period provided the member can avail of their minimum weekly rest entitlement. This represents a contribution by members to the issue of compensatory rest. In order to comply with the daily rest requirements of the EWTD all other compensatory rest requirements shall be provided from working time.

13 Derogations

13.1 For the purpose of the EWTD, it is agreed that the following derogations will apply:

a. In accordance with the terms of Article 17.1(a) of the EWTD, in the case of senior Garda management and members with autonomous decision-making power, on account of the specific characteristics of the activity involved, the duration of the working time is not measured and/or predetermined or can be determined by the members themselves.
b. In the case of activities involving the need for continuity of service in the circumstances described in Article 5 (4) of Directive 89/391/EE. This applies to occurrences that are due to unusual and unforeseeable circumstances beyond the employer’s control or to exceptional events, the consequences of which could not have been avoided despite the exercise of all due care by all concerned.

c. In cases of accident or imminent risk of an accident.

d. In the case of security and surveillance activities requiring a permanent presence, which would necessarily extend a tour of duty for any member in order to protect property and persons.

e. Where there is an exceptional and unforeseen surge in anti-public order activity which potentially requires an immediate policing response.

f. In the circumstances described in Article 5 (4) of Directive 89/391/EE: ‘where occurrences are due to unusual and unforeseeable circumstances, beyond the employer’s control, or to exceptional events, the consequences of which could not have been avoided despite the exercise of all due care.’

g. Where there is a foreseeable surge in activity.

h. Members will be afforded equivalent periods of compensatory rest.

13.2 The parties recognise that the EWTD allows for derogations in the event of exceptional events where total compliance with EWTD might exacerbate such events.
13.3 The parties accept that, in the majority of exceptional events, it will be the initial period that will lead to the greatest breaches of the requirements of the EWTD provisions on daily and weekly rest, meal breaks and average weekly working limits.

13.4 District officers/superintendents will ensure that, as soon as practically possible, the necessary resourcing for the policing of any exceptional event is planned and put in place to ensure compliance with this WTA.

13.5 Any increase in the average 48-hour working week during an exceptional event will be corrected at the earliest opportunity. Where possible, this should be within the six-month rolling reference period.

13.6 In an exceptional event, where it is not possible to provide the compensatory rest periods within the time limits set out in the Protocols on Compensatory Rest Principles, the rest periods will be provided as soon as is practically possible taking account of the circumstances.

14 **Meal Breaks**

14.1 Where a member's working time is more than 6 hours, they are entitled to a meal break.

14.2 In exceptional circumstances where a member is prevented by the exigencies of the service from taking a meal break it should be added on to the rest period at the end of the tour of duty from within working time and not met as overtime. Subsistence allowances at the appropriate rate shall be paid, as provided for in Garda Code F (10).
14.3 It is recognised that it is against the principles of the EWTD for an employee to routinely (for example, on a daily basis) be required to work through a meal break or by choice to work through such a break. Therefore, meal breaks shall not be worked in this way by members or allowed by Garda supervisors/management.

14.4 There will be one rest break of 45 minutes rest and an additional rest break of 15 minutes during a 10-hour shift. One of the breaks is to be taken within the first 5 hours. There will be 45 minutes rest for an 8-hour shift.

15 **Subsistence**

15.1 The current subsistence regulations shall continue to apply.

16 **Working Time Reference Periods**

16.1 For the purposes of Section II Article 16 of the EWTD, the following shall apply: Article 5: The reference period shall be 14 days.

16.2 Periods of annual leave or other leave granted in accordance with the terms of the Garda Síochána Code and periods of sick leave shall not be included in the calculation of the average weekly hours worked.

16.3 A member shall not work more than an average of 48 hours per week, that is to say an average of 48 hours calculated over a rolling period of six (6) months.

16.4 The reference period in paragraph (1) above is a rolling period, the first such period commencing on the 30th of April 2012.
17 External Employment Compliance with EWTD

17.1 In compliance with the EWTD, individual members who engage in employment outside of An Garda Síochána shall ensure that they are at all times available to meet their rostered work obligations and foreseeable work commitments to An Garda Síochána.

17.2 Members are responsible for ensuring that they avail of the prescribed rest while working outside An Garda Síochána so that they can meet their employment obligations to An Garda Síochána and comply with the rest period requirements of the EWTD.

17.3 It shall be the responsibility of all members of An Garda Síochána to notify their District Officer/Superintendent in writing of working time performed outside An Garda Síochána.

17.4 A member must declare in writing to his/her line supervisor/manager, at the earliest opportunity, any work undertaken by him/her external to An Garda Síochána when he/she becomes aware that any further work above and beyond their rostered obligations in An Garda Síochána would have the potential to put him/her into conflict with the terms of the EWTD.

17.5 The Garda Commissioner shall not allow a member to do any work in a relevant period during which the member has done work for another employer, except where the aggregate of the periods for which such a member works for An Garda Síochána and such other employer does not exceed the period for which that member could be permitted to do work for An Garda Síochána in that relevant period.
18 **Records**

18.1 Garda supervisors/management shall keep complete records, which shall include records in relation to the 48-hour maximum working week, daily and weekly rest provisions, compensatory rest.

18.2 The records of working time maintained by An Garda Síochána will be placed at the disposal of the competent authority which may, for reasons connected with the safety and/or health of members, prohibit or restrict the possibility of exceeding the maximum weekly working hours.

18.3 An Garda Síochána will provide the competent authority (Attorney General to determine) at their request with information on the actual hours of any member worked in which agreement has been given by members to perform work exceeding 48 hours over a period of seven days, calculated as an average for the reference period referred to in Article 16(b) of the EWTD.

18.4 An IT recording system shall be in place in each District to ensure that the terms of this WTA and the EWTD are complied with.

18.5 Members are personally responsible for maintaining records of any hours they work (as defined by the EWTD) outside An Garda Síochána. These records will be placed at the disposal of the competent authority.
19 **Working Time Agreement Dispute Resolution**

19.1 The existing memorandum (local negotiating mechanism) of understanding shall continue to operate at local level. This agreement shall be registered at the Garda Conciliation Council. Any dispute which is conciliable shall be dealt with through the normal industrial relations mechanisms, up to and including the Garda Commissioner, before it is taken to conciliation and arbitration.

19.2 The parties to this agreement shall ensure that, in the event of a dispute, every effort shall be made to resolve the dispute through the normal negotiating local arrangements short of arbitration.

19.3 During the pilot phase, disputes will be considered by and resolved through the Westmanstown review process and every effort will be made to resolve difficulties before any reference to conciliation and arbitration.

19.4 If agreement is not reached through the local consultation process or the normal industrial relations mechanisms within 21 days, either party may refer the issue to conciliation and arbitration under the statutory system of conciliation and arbitration for An Garda Síochána.

19.5 During the Westmanstown process, the parties shall make every effort to resolve disputes within that process and without referral to conciliation or arbitration under the statutory schemes; however, should any party feel it to be necessary, the statutory scheme may be used.
20 Implementation of the Roster and Working Time Agreement

20.1 To ensure full compliance with the EWTD and this agreement, the Garda Commissioner shall put in place an implementation plan, including appropriate training, briefing and communications for those responsible for implementing and operating this WTA and rosters.

20.2 During training there will be clear communication to all members on the implementation of the roster to ensure compliance with the WTA and EWTD.

20.3 During training, there will be clear and accurate communication of the provisions pertaining to exceptional and extraordinary events. The provisions for dealing with exigencies of the service will similarly be clearly outlined to all charged with managing the new working time arrangements and to members.

21 Maintenance of Existing Agreements

21.1 All existing conciliation and arbitration agreements and Garda Code instructions that relating to conditions of employment and remuneration, including Garda Code (F) 10 in its entirety shall remain in place after the implementation of the Westmanstown roster(s) and this agreement.
22 **Pilot Period**

22.1 The WTA and the Westmanstown Rosters are adopted for a period of one year from the date of their implementation (30th of April 2012).

22.2 The roster pilot period will be for one year from the date of its implementation and will terminate on the first anniversary unless its continuation is agreed by the parties to this agreement.

22.3 The parties commit to making every effort to conclude negotiations for any agreed amendment to the Rosters after a proper review and assessment within 12 months after the introduction of the Rosters.

22.4 Notwithstanding the commitment to conclude negotiations on any revisions within 12 months, this period may be extended for a period of 3 months subject to the agreement of all parties to allow for consideration of research on the rosters and to examine any amendments/revisions to the roster.

22.5 During the pilot period, any change or alteration to the Working Time Agreement or the Roster will be negotiated by the parties to this agreement before final implementation.

23 **Review Provisions**

23.1 This Working Time Agreement is a living document subject to changes proposed by Garda Management or the Garda Staff Associations as it is a pilot. Such changes will require the agreement of all parties in order give to give them effect.
23.2 The operation of the WTA and the rosters will be kept under review by the Westmanstown process during the 12-month pilot period of the rosters. Meetings of the Westmanstown group will be scheduled for such reviews. A review meeting shall be held every two months to address any issues arising.

23.3 If it is felt by either side, management or a Garda representative association that more frequent meetings are necessary, notice may be given to the convenor of the Westmanstown group, who shall convene a review session not later than two weeks from receipt of the notice or as agreed by all parties.

23.4 There shall be provision for systematic and independent research on the operation of the new roster(s) and the WTA to ensure that the review process is fully informed of the performance of the Rosters from both a management and members’ point of view.

23.5 Part of that review will include a survey of members of all ranks on the roster under the following headings:

(i) Effectiveness and efficiency

(ii) Supply and demand (Friday, Saturday and Sunday nights)

(iii) Effectiveness of IT recording system

(iv) Annual leave entitlement for membership

(v) Compensatory Rest

(vi) The effect of the Westmanstown Roster(s) on An Garda Síochána membership and work/life balance
The effects of the 10-hour days and 60-hour weeks on the health, safety and welfare of An Garda Síochána membership

Supervisory Levels

Reference Period (6 months)

Financial Costing

Overall compliance with the terms of the WTA and the EWTD

Any other issues of concern to either side, including those that might arise during the implementation and pilot of the Rosters and the operation of the WTA Agreed

Continuous evaluation.

23.6 It is the recommendation of the Westmanstown Group that research on the operation of the Rosters should be commissioned as soon as possible. It is also recommended that this research should not commence before the rosters have operated for three 10-week cycles.

24 Permanent Arrangements for Review and Termination of this WTA

24.1 Any party may give three months' notice of intention to seek a review of any subsequent iteration of this WTA after the pilot period has ended and a final agreement has been reached.

24.2 Any party shall give three months' notice of intention to withdraw from the agreement. Such notice may only be given after the failure of negotiations and all internal Industrial Relations mechanisms to resolve the issues have been exhausted.