

## **WORKFORCE AGREEMENT – THE WORKING TIME REGULATIONS 1998**

(*Company name*) Limited registered in England and Wales under company number (*number*) whose registered office is at (*address*) ('the Company')

1. The commencement date of this Agreement is (*date*).
2. This Agreement applies to all the employees of the Company [except those whose terms and conditions of employment are provided for wholly or in part in a collective agreement/the following collective agreements: (*particulars*)].
3. The topics in the Working Time Regulations 1998 which are dealt with in this Agreement are set out in the attached Schedules.
4. This Agreement will remain in force until (*date – not more than five years after the commencement date*), when it will cease to have effect.

Signed:

.....  
For and on behalf of the Company

[Signed by a majority of the relevant employees]:

*OR*

[Signed by the following duly elected representative of the relevant employees]:

*Nb. If there are more than twenty employees, agreement must be signed by the duly elected representatives.*

Date: .....

### **Schedule 1 – period of night time**

The period of night time means from [10pm to the following 5am] *OR* [midnight to the following 7am].

*(NB. in the absence of agreement, night time will be from 11pm to 6am)*

### **Schedule 2 – night work limit**

The night work limit is increased to [nine hours daily on average] *OR* [ten hours daily on average].

*(NB. in the absence of agreement, the night work limit is eight hours daily on average)*

### **Schedule 3 – reference periods**

The reference period for the calculation of average weekly working time and night workers' average nightly working time shall be [consecutive reference periods of 17 weeks, the first starting on the commencement date of this Agreement] *OR* [26 weeks] *OR* [52 weeks].

### **Schedule 4 – daily rest period**

[The daily rest period shall be not less than 10 uninterrupted hours between each working day for adult workers] *OR* [There shall be no set daily rest period for adult workers] *OR* *(Set out alternative arrangements)*.

### **Schedule 5 – weekly rest period**

[The weekly rest period shall be two days off a month for adult workers] *OR* [There shall be no set weekly rest period for adult workers] *OR* *(Set out alternative arrangements)*.

### **Schedule 6 – rest breaks during daily working time**

[The rest break during daily working time shall be ten minutes] *OR* [There shall be no set rest breaks during daily working time for adult workers] *OR* *(Set out alternative arrangements)*.

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