

A

Flexible Working - Policy and Procedure

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Purpose

The Council recognises that flexible working is essential to the successful transformation of the organisation's culture. It can help to increase employee motivation, reduce sickness absence, promote employee wellbeing, and attract and retain a skilled and motivated workforce.

The Council's aim is to move away from traditional working practices and to introduce flexible and innovative working arrangements which support the delivery of effective customer-focussed services that meet the needs of the people of Leicestershire. At the same time it is committed to supporting employees to achieve a positive work/life balance that allows greater flexibility around when and how they work their contracted hours.

This policy is designed to provide managers with a framework to use when considering the flexible working arrangements that could be accommodated within their team/service. It also sets out the processes that must be followed when an employee wishes to request a change to their working arrangements or when a manager wishes to change the working arrangements of employees.

Departmental Management Teams are responsible for driving the aims of this policy and promoting the required cultural change. This includes encouraging managers to embrace change and challenge the necessity for traditional full-time office-based working (across all grades).

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Scope

This policy applies to all employees of Leicestershire County Council employed on permanent and fixed term contracts. It is not applicable to employees based in schools and colleges with delegated budgets.

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Types of Flexible Working Arrangements

The following are examples of flexible working arrangements that employees and/or managers may wish to consider. It is not an exhaustive list and managers are encouraged to be creative when determining what working arrangements could be accommodated within their team/service.

- **Part-time** - where an employee's contracted hours are less than 37 hours per week;
- **Annualised Hours** - where an employee's hours are defined over a year, where there may be significant, usually seasonal, fluctuations in the amount of hours needing to be worked during particular periods. Term-time only working is also classed as annualised hours and may be used to accommodate an employee who wishes for child care reasons, not to work during school closure periods. Further guidance is available in Appendix A by clicking [here](#);
- **Compressed Hours** - where the employee's normal weekly working hours are re-organised and worked in fewer days (e.g. a full-time working week of 37 hours worked over 4 or 4.5 days, or 9 days instead of 10 days). Further guidance is available in Appendix B by clicking [here](#);
- **Job Sharing** - a form of part-time working where two (or occasionally more) people share the responsibility for one job. Further information is available on CIS by clicking [here](#);
- **Remote and Occasional Home Working.** Further information is available on CIS by clicking [here](#).

Whilst it is accepted that some service delivery commitments may not easily allow for flexible working, managers should **not** put unnecessary constraints on working hours.

Ad Hoc Commitments

As far as practicable managers should allow employees to meet personal commitments that fall within their working hours (e.g. attending a school play, sports day, boiler breakdown). In most cases the commitment will mean that an employee is only away from work for a short period. It is therefore expected that any time lost will be made up within the following 12 week period on a date agreed with the manager. Where an employee is rostered to work, or due to the nature of their role they are subject to less flexible working arrangements, the employee may be able to arrange a "duty swap" with a colleague and agree the arrangement with the manager. In circumstances where the employee is unable to make up the time or arrange a duty swap, they should book annual leave, TOIL or unpaid leave to cover the time lost.

For further information please refer to the Planned and Unplanned Leave Sections of the Leave Arrangements Policy which is available on CIS by clicking [here](#).

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Establishing Working Patterns

When determining the patterns of work which may be appropriate for the team/service, managers are encouraged to think creatively. As a starting point they may wish to consider:

- The times at which service cover must be provided;
- Any periods of high or lower demand;
- Minimum service cover requirements;
- The opening times of an establishment;
- The availability of support services and facilities such as ICT, catering, etc. (as applicable) and access to a manager/supervisor; and
- The requirements of employees to start work earlier or later and flexible finishing times.

Managers should consult with employees when setting working patterns and ensure that the patterns are clearly communicated to all.

Monitoring and Review

All working arrangements are subject to on-going monitoring and periodic review as part of the Council's commitment to continuous improvement. Where working arrangements are found to no longer meet service requirements, it may become necessary for the manager to consult and negotiate changes with the employee(s) concerned. Further information on the process that should be followed in these circumstances can be found by clicking [here](#).

Health and Safety

Managers are responsible for monitoring working arrangements to ensure that they comply with the [Corporate Health Safety and Wellbeing Policy](#).

In addition, managers are reminded that under the Working Time Regulations, employees aged 18 and over working more than 6 hours are entitled to receive a minimum 20 minute unpaid break. Employees under the age of 18 should not work more than 4.5 hours without a 30 minute unpaid break, other than in certain exceptional circumstances as set out in the regulations. The regulations state that this break can be taken at any time during the employee's working day but should not be taken at the beginning or end.

When determining breaks for employees, managers are encouraged to think creatively in order to meet the needs of the service and to facilitate requests from employees. Managers should not feel constrained by the traditional break times: an employee may, for example, prefer to take 3 x 20 minute breaks through the day instead of a one hour break at lunchtime. Further information on the Working Time Regulations is available on CIS by clicking [here](#).

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Working Additional Hours/Overtime

The Council anticipates that employees will usually be expected to complete their role within their contracted hours. However, there will be circumstances where this is not possible or managers will require additional work to be undertaken.

With the exception of employees on annualised hours contracts, additional hours should only be worked if agreed in advance by the manager. In such circumstances, the TOIL provisions set out below will usually apply. However, if agreed by the manager, eligible employees may be paid for any additional hours worked. Further information in relation to recompensing employees for additional hours worked is available on CIS by clicking [here](#).

If an employee chooses to work additional hours without the agreement of their manager the time will be deemed to have been worked on a voluntary basis, unless a formal arrangement is in place to cover emergency situations, standby or call-outs.

The arrangements applicable to employees on annualised hours contracts can be found in Appendix A by clicking [here](#).

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TOIL (Time Off In Lieu) Arrangements

In circumstances where an employee has agreed to work additional hours and take TOIL in recompense for the hours worked the following arrangements will apply:

1. The additional hours must have been previously agreed between the employee and the manager.
2. The TOIL must be taken as soon as possible after the additional hours have been worked, or within 12 weeks of the additional hours being worked, unless there has been prior agreement between the manager and employee to take the TOIL at a specified time.
3. It is the responsibility of both the manager and the employee to ensure that TOIL does not accumulate to excessive levels e.g. more than 3 working days. A record of requests for TOIL should be kept by both the employee and their manager.
4. It is acknowledged that in exceptional circumstances due to service delivery needs the request for TOIL may not be able to be accommodated within the 12 week period. In these circumstances the employee has the right to request payment for the hours. The request should be made in writing to their manager.
5. Where the employee can demonstrate that TOIL has been requested and no action has been taken to accommodate the request, or requests have been refused on grounds that the employee feels are unreasonable, the employee has the right to request payment for the hours worked or request when the TOIL/additional hours can be taken. This request should be made in writing to the line manager's manager immediately following the 12 week period of the

TOIL/additional hours being worked. Payment should usually be made within 6 weeks of the request being made.

6. Where the manager can demonstrate that an employee has not pursued a request for TOIL within 12 weeks of the additional hours being worked, the TOIL will be lost.

Annualised Hours Employees

Other than for working on a public holiday, employees on annualised hours contracts should not accumulate TOIL. Information on their TOIL entitlements when working on a public holiday can be found in Appendix A by clicking [here](#).

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Employee Initiated Request to Change Working Arrangements

There may be occasions when employees require either a temporary or permanent alteration to their working arrangements (e.g. to provide care to a child or adult, to undertake personal development or study). All Council employees are able to request such a change however the Council reserves the right to give precedence to those employees who have the statutory right to request flexible working.

In order to qualify under the statutory scheme the employee must have a minimum of 26 weeks' continuous service with the Council at the time of their request. An employee can only make one statutory request in any 12 month period. In exceptional circumstances, the Council may consider additional requests which are received within the 12 month period.

Employees who are interested in changing their working arrangements may wish to discuss this informally with their manager in the first instance. Where such a change can be agreed, the process detailed below does not need to be followed. However, details of the agreed change will need to be confirmed in writing to the employee and the ESC advised in cases where the change will require a variation to the employee's contract (e.g. changing to term time only, a reduction in working hours, new work location). Advice is available from Strategic Human Resources on the types of change that will require a contract variation.

An employee wishing to formally request a change to their working arrangements should provide the following information using the [Flexible Working Application Form](#):

- The change in working arrangements they are seeking (including whether the change is requested on a permanent or temporary basis);
- The date on which the employee would like the proposed change to become effective;
- What effect the employee thinks the new working arrangements might have on the service/team and how in their opinion this might be dealt with;
- Whether it is an application under the statutory right to request flexible working;
- Whether the request is in relation to the Equality Act 2010 (e.g. as a reasonable adjustment for a disability);

- Whether a previous flexible working application has been made by the employee and, if so, when.

The employee should submit their completed application form to their manager for consideration. On receipt of the request, the manager should arrange to discuss it with the employee **as soon as possible**, but usually within 28 days. This discussion does not need to be face-to-face and can take place by telephone if the employee is in agreement.

The consideration process, including the outcome of any appeal, **must be completed within 3 months of the request being received** by the manager. This time limit can be extended providing the employee is in agreement.

Where a meeting is arranged to discuss the flexible working request, the employee can be accompanied by a work colleague or Trade Union representative. If the employee is unable to attend on the date proposed, an alternative should be arranged.

When determining whether or not a request can be accommodated, the manager will need to carefully consider what the benefits will be to the employee and/or the Council and weigh these against any potential adverse impacts. Any concerns the manager may have should be explored with the employee and their response to these issues obtained. It may also be appropriate to discuss alternative arrangements which could be accommodated or the possibility of either trialling or agreeing to the request on a temporary basis.

There may be occasions where a manager receives a number of flexible working requests close together. The manager is not required to make a value judgement as to which request is most deserving and should consider each case on its merits looking at the business case for granting the request and the possible impact of refusing it. Where it is not possible to agree all of the requests, the manager may wish to ask each employee whether any compromise could be made before coming to a decision. Advice is available from Strategic Human Resources.

If a number of employees already work flexibly and agreeing to a further request would have a negative impact, the manager may wish to ask if anyone would be willing to change their working arrangements so that a new request could be accommodated.

A request can only be declined for one or more of the following business reasons:

- **The burden of additional costs** (e.g. two employees wish to undertake a post on a job share basis but both wish to work 3 days per week. The combined hours would therefore exceed the available post hours resulting in an additional cost);
- **An inability to reorganise work amongst existing staff** (e.g. an employee wishes to reduce their working hours in order to pursue their hobby. Their role requires specialist skills which colleagues do not possess so it would not be possible to redistribute the work amongst existing team members);
- **An inability to recruit additional staff** (e.g. an employee wishes to work shifts that don't include sleep-ins in order to improve their family life. Other colleagues are not

willing to cover the sleep-ins and it has not been possible to recruit to cover these shifts);

- **A detrimental impact on quality** (e.g. an experienced Social Worker wishes to reduce their working hours. As they work in a small team and the other Social Workers are all significantly less experienced, this would result in more complex cases not receiving the required level of support. However, this could be reviewed if the composition of the team were to change);
- **A detrimental impact on performance** (e.g. an employee wishes to work from home on 2 or 3 days per week. The individual has recently moved into a new role which involves managing a team of office-based employees. This team is currently recording high levels of poor performance and sickness absence. These issues need to be addressed and it would not be possible for the manager to do this effectively if working from home);
- **Detrimental effect on ability to meet customer demand** (e.g. an employee wishes to work compressed hours in order to attend a course every Friday. The service receives a substantial number of phone calls from customers on this day and already operates reduced cover in order to enable employees to book annual leave. Any further reduction would effect the team's ability to respond to customer enquiries);
- **Insufficient work for the periods the employee proposes to work** (e.g. an employee in a customer service role wishes to change their start time to 7.30am. An analysis of customer contact levels shows there is insufficient demand for cover at this time of day and if agreed would reduce cover at peak times);
- **A planned structural change to the business** (e.g. an employee wishes to change their working hours from 8am-5pm to 9.30am-6.30pm as the service operates between 8am and 6.30pm. The service is soon to change its operating hours to 8am-5pm so no employees will be required to work outside of these hours).

When considering whether to decline a request it is important that managers remember that this should only be done where there is evidence available to support this decision. This evidence will need to be provided as part of any appeal process. Advice is available from Strategic Human Resources on the potential risks of declining a request.

The employee should be advised of the outcome of their request in writing as soon as possible and a copy retained on their personal file. A template letter is available by clicking [here](#). If the change requires a variation to the employee's contract, the manager should complete the [Amendment/Variation to Contract E-Form](#). The ESC will then arrange for a contract variation letter to be sent to the employee. The employee will not be eligible to make another flexible working application under the statutory scheme for at least 12 months.

If a request is declined, the letter must state the business reason(s) (set out above) on which the application is being declined and a detailed explanation as to how these apply to

the employee's request. The employee should also be offered the right to appeal the decision. Any appeal should be submitted to the manager, in writing, within 5 days of receiving the decision letter and should include the grounds for the appeal (e.g. the request has been refused for a reason outside of the eight detailed above, the decision was based on incorrect information). The appeal must be heard and concluded within three months of the date on which the employee submitted their flexible working application, unless an extension has been agreed with the employee and confirmed in writing, giving the reasons for the delay. A template letter inviting an employee to an appeal meeting is available by clicking [here](#).

Appeals will be heard by a panel of three officers, chaired by a senior manager and accompanied by two other panel members; another independent manager and a representative from Strategic Human Resources. Panel members will have had no prior involvement in the decision-making process. The panel may decide to:

- Uphold the original decision to decline the request. The letter confirming the outcome of the appeal should include the grounds on which this decision was reached. A template letter is available by clicking [here](#);
- Overturn the original decision to decline the request. This may result in the implementation of the employee's original request or an alternative which can be accommodated by both parties. The letter confirming the outcome of the appeal should include details of the new working arrangements. A template letter is available by clicking [here](#).

Employees have the right to be accompanied at the appeal by a work colleague or Trade Union representative. If the employee is unable to attend on the arranged date, an alternative should be proposed.

If the employee fails to attend a meeting (or appeal) to discuss the request without reasonable cause on two occasions then the application can be treated as withdrawn. In this circumstance, the employee should be advised in writing. A template letter is available of clicking [here](#). A copy should be retained on the employee's personal file. The employee will not be eligible to make another application under the statutory scheme for at least 12 months from the date this request was submitted.

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Manager Initiated Change to Working Arrangements

All working arrangements are subject to on-going monitoring and periodic review as part of the Council's commitment to continuous improvement. Where working arrangements are found to no longer meet service requirements, it may become necessary for the manager to consult and negotiate changes with the employee(s) concerned. Managers should **not** seek to change working arrangements which have been put in place as a 'reasonable adjustment' for an employee, unless the employee requests that a change is made.

Prior to commencing any discussions with employees, managers should seek advice from Strategic Human Resources so that the most appropriate course of

action can be determined, including whether this is the most appropriate policy under which to consider the change.

As working arrangements may form part of an employee's contractual terms and conditions of employment, before any changes are made managers must demonstrate that all affected employees have been consulted. The following consultation process is a mechanism for managers to use to seek a **voluntary agreement with all employees affected** by the proposals. In the event that a voluntary agreement is unlikely to be reached through informal discussion, or the proposal means a reduction of contractual hours, the [Organisational Change Policy and Procedure](#) should be used to implement the proposed changes.

Managers should engage with employees and the Trade Unions as early as possible. This will ensure that they have sufficient time to give thorough consideration to any proposals, suggest possible alternatives and raise any issues or concerns. **It is important that employees who are absent from work for any reason are fully involved in the consultation process.**

Managers should:

- Advise the affected employee(s) of their wish to reach an agreement without recourse to the formal procedure;
- Outline the proposals and explain the drivers for changing working arrangements (e.g. changing needs of customers) and the timescales involved in reaching an agreement;
- Encourage the affected employee(s) to put forward their ideas on how the aims of the proposals can be met;
- Listen to the concerns of individual employees, especially issues related to childcare or other caring responsibilities, travel arrangements and as far as possible seek to accommodate any specific requests.

Listening to and acting upon the ideas and concerns of the affected employee(s) may prove invaluable in reaching an agreement without recourse to the formal organisational change procedure.

Managers are advised to keep notes during the consultation process of any discussions they have with the affected employee(s). This includes any ideas, comments and/or concerns raised.

It may be appropriate to seek agreement from the affected employee(s) to introduce the changes on a trial basis in order to establish what impact they will have. During the trial period managers will need to continue to engage with the affected employee(s) to establish whether the proposals are practicable and/or whether further adjustments are required. If at the end of the trial period, **all** parties agree to the proposals being made the revised working arrangements can be introduced.

The manager must provide written confirmation of the new working arrangements including the date on which they will become effective. A copy of this letter should be retained on the employee's personal file.

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Appendix A: Guidance on Annualised Hours (including term-time only working)

What is an Annualised Hours Contract?

An annualised hours contract can be issued on a permanent or fixed-term basis for part-time hours, also full time hours when an employee is needed to work flexibly to meet service demand.

An annualised hours contract shows the total number of hours that an employee is contracted to come to work in a contractual year (1st April and 31st March). This type of contract is normally given to an employee where they may:

- Be required to work an irregular pattern of hours each week; or
- Not be needed to work each week of the working year e.g. term-time only, 30 weeks per year, or no fixed number of weeks per year.

The employee's hours of work could be a set amount per week for a period of weeks (e.g. 20 hours per week for 38 weeks) or as and when needed.

Whatever the working pattern, it **must** be made clear, in writing, at the outset what the working arrangements are. Managers must ensure that a copy of the working arrangements document is given to an employee on an annualised hours contract. Managers must record and monitor the hours worked and establish a regular pattern of review.

There are 3 key aspects, as follows:

1. The number of hours stipulated in the contract is the hours the employee will be needed to come to work (referred to in this guidance as working time). The hours can range up to the maximum grade related working hours of an employee with over 5 years' service. See Table below ([click here](#)) shows the maximum working hours per Grade.

N.B If the employee is moving from a standard contract to an annualised hours contract and working the same amount of annual hours, see section on Changing from a standard (52 week) contract to an annualised hours contract ([click here](#)).

2. The way in which the salary is worked out includes an additional payment for annual leave and public holidays. The amount is pro-rata to a full-time employee. The table below ([click here](#)) shows the working hours of a full-time employee and their leave entitlement. Payment of public holidays is included in the employee's annual salary. If an employee is required to work on public holiday recompense must be made as explained in Working on a Public Holiday section of this appendix ([click here](#)).
3. The working arrangements document should identify working and non-working arrangements and explain how an employee requests extended periods of non-

working time to accommodate family holidays etc. (See section Booking Annual Leave below - [click here](#)).

How the Salary is Worked Out?

The salary is worked out as a percentage of a full-time employees working hours.

The contracted hours of a full-time employee are 1931 hours per year (52.179 weeks x 37 hours per week). The contracted hours are made up of 2 parts, working time and non-working time (annual and public holiday leave). The non-working time varies depending upon the grade of the post and length of service, this allows for leave an employee would be entitled to if they were not on annualised hours. The following tables show how the working hours of a full time employee are calculated.

Grades 1 to 9	52.179 weeks per year
Under 5 Years' Service	
37 hrs. x weeks per year (Contracted Year in Hours)	1931
Holiday Entitlement (in Hours) 24 days annual leave plus 8 Public Holidays	237
Total FT Working Hours	1694
Over 5 Years' Service	
37 hrs. x weeks per year (Contracted Year in Hours)	1931
Holiday Entitlement (in Hours) 29 days annual leave plus 8 Public Holidays	274
Total FT Working Hours	1657

Grades 10 & 11	52.179 weeks per year
Under 5 Years' Service	
37 hrs. x weeks per year (Contracted Year in Hours)	1931
Holiday Entitlement (in Hours) 26 days annual leave plus 8 Public Holidays	252
Total FT Working Hours	1679
Over 5 Years' Service	
37 hrs. x weeks per year (Contracted Year in Hours)	1931
Holiday Entitlement (in Hours) 31 days annual leave plus 8 Public Holidays	289
Total FT Working Hours	1642

Grades 12 to 18	52.179 weeks per year
Under 5 Years' Service	
37 hrs. x weeks per year (Contracted Year in Hours)	1931
Holiday Entitlement (in Hours) 27 days annual leave plus 8 Public Holidays	259
Total FT Working Hours	1672
Over 5 Years' Service	
37 hrs. x weeks per year (Contracted Year in Hours)	1931
Holiday Entitlement (in Hours) 32 days annual leave plus 8 Public Holidays	296
Total FT Working Hours	1635

The salary of an employee on an annualised hours contract is worked out by dividing the employees contracted working hours by the full-time contracted working hours for their grade and length of service. This calculation ensures that the employee receives the right proportion of annual and public holiday entitlement to that of a full-time employee.

Example

For a full time employee on Grade 5 with less than 5 years' service, contracted working hours are 1679.

Percentage of 1 FTE = $1679/1679 = 100\%$

Multiply this percentage by the full time salary, e.g. if the employee is on pay point 11, $100\% \times £15,600$ per year = £15,600.

Similarly if the same employee was contracted to work 840 hours per year.

Percentage of 1 FTE = $840/1679 = 50\%$

This percentage is multiplied by the full time salary, $50\% \times £15,600$ per year = £7,800 per year.

The following explanation demonstrates how this method of calculation includes payment for annual and public holiday entitlement in the annual salary.

In the example above the annual salary for an employee contracted to work 840 hours per year (50% contract) is £7,800 per year.

If the annual salary was based on the 840 working hours only multiplied by the hourly rate (£8.08), the annual salary would be £6,787.20 per year.

The difference between £7,800 and £6,787.20 is the extra payment for annual and public holiday pay.

Booking Annual Leave

Employee's working term-time only - there is no need for an employee to book annual leave as holidays will normally be taken during non-working periods. In exceptional circumstances an employee may make a request in writing to their line manager for a period of time-off during a working period. The manager should notify the employee in writing, whether the request is granted or not, and if not, the reason why, also, if agreed, whether the employee can work the time taken or whether it is unpaid leave.

Employees working other types of working patterns - if an employee wishes to take leave during a period where they are scheduled to work, they should make a written request to their manager asking to adjust their working pattern to include a period of non-working time. As far as reasonably practicable, managers should seek to accommodate such requests, taking account of the service delivery requirements. The manager should notify the employee in writing, whether the request is granted or not, and if not, the reason why.

Employees should not make holiday arrangements until agreement has been reached with their manager.

If a period of non-working time has been agreed but an employee is unable to take the agreed time-off because of ill-health, the manager should consider favourably any request to rearrange the period of leave.

Contractual Year

The Councils contractual year is from the 1st April to 31st March inclusive. When making a new appointment part way into the contractual year managers should seek advice from the ESC Payroll Services as to the best way of ensuring that the employee is contracted to work the required hours up to 31st March, and the full years working hours for the following contractual year, 1st April onwards.

Working Patterns

The contractual arrangements ask that employees are notified in writing of their working arrangements. The working year must be given in the working arrangements document (e.g. 'Your contracted hours must be worked from 1st April to 31st March inclusive').

There may or may not be any fixed working pattern or arrangement. The working pattern is decided by taking account of service requirements for example:

- In Adult Learning, a Learning Support Assistant could be contracted to work 30 weeks per year to match the pattern of both day and evening classes. The working arrangements document would show the period(s) of the 30 working weeks.
- A museum opens only between early February to mid-December, not all year round, operating different opening hours in the summer and autumn. The working arrangements document would show that employees are required to work 7 hours per day in the summer period (to/from dates) and 5 hours per day in the autumn (to/from dates) and not at all during the closure period (to/from dates).

Fixed Term Annualised Hours Contract

As an employee's salary is calculated based on 12 equal payments where an employee is appointed to work on a fixed term basis for only part of a year their salary will still be

calculated in the same ways as if they were working a full year. In addition their contract will show the hours they would work as if they were contracted for a full year.

Managers must advise the employee of the total number of hours the employee is required to work for the period of the fixed term contract, and ensure that the hours are worked before the contract ends.

At the end of the contract, if an employee has worked more hours an extra payment should be made in the employee's final salary.

Working Extra Hours

Normally payment for working extra hours is not made until all of the contracted hours have been worked. However, there may be occasions where managers need employees to work outside of their agreed working pattern can agree not to take off the hours worked from the contracted hours but agree that an extra payment is made.

If the employee is required to work regular extra hours i.e. to cover long-term sickness, or increased work load, their contract should be reviewed to reflect the extra hours either on a permanent or temporary basis.

Working on Public Holidays

Where an employee is required to work on a public holiday they will be paid in accordance with the Pay Arrangements Policy which is available on CIS by [clicking here](#). The Time off in Lieu identified in the Pay Arrangements Policy should be deducted from the employees annual total hours.

Any additional payment that the employee is entitled to for working on a public holiday should be paid as an addition to their monthly salary.

Example

	An employee on annualised hours works 7 hours on Christmas Day is entitled to Normal contractual pay for the day = 7 hours must be deducted from annual contracted hours
Plus	Payment at plain time for the contractual hours worked = an additional payment of 7 hours pay included with their monthly salary.
Plus	For all hours worked in addition to the normal contracted hours, double time will be paid full recompense = if the employee has a regular working pattern, for example of working 5 hours per day but works 7 hours on this day an additional payment of 4 hours pay must be included with their monthly salary.
Plus	Time off in lieu at a later date for the actual hours worked = an additional 7 hours must be deducted from annual contracted hours.

Entitlement to sick pay

Where an employee is scheduled to work and is unable to due to ill health and has self-certified their sickness for the first 7 days and provided a fit note for an absence of 7 days,

the employee will be entitled, in line with the provisions of the LCC sick pay scheme available on CIS by [clicking here](#), to occupational sick pay.

Manager should be aware that for the purpose of attendance management only those days on which the employee is scheduled to work should be recorded. However, for pay purposes the whole period of ill-health absence should be recorded.

Annual leave will continue to accrue during sickness absence. Employees on long term sickness absence (i.e. over 4 weeks) will also accrue their public holiday entitlements. Further information is available on CIS by [clicking here](#). Upon their return to work an employee working term-time only or on a planned working arrangement should take any accrued annual leave during their working time. An employee's working an ad hoc working arrangement should have their accrued leave deducted from their annual contracted hours.

Term-time only

Where an employee is unable to work because of ill-health during term-time all of the hours for the period are recorded for attendance management and pay purposes. If the period of absence contains a school closure period, only the hours on which the employee was contracted to work either before and/or after, the closure period should be recorded for attendance management purposes, but the whole period of absence would need recording for pay purposes.

Example

Sickness Absence from/to	1 st June to 11 th July	School Closure Period		28 th August to 30 th September
		July 12 th to 31 st July	1 st August to 27 th August	
1 st June to 31 st July	Contracted hours recorded for attendance management and pay purposes	Absence recorded for pay purposes only		
20 th July to 24 th August		Absence recorded for pay purposes only		
10 th June to 30 th September	Contracted hours recorded for attendance management and pay purposes	Absence recorded for pay purposes only		Contracted hours recorded for attendance management and pay purposes

Scheduled/Planned/Rostered Working

Where the line manager and the employee have a regular review meeting in order to schedule working arrangements to meet service demand, or the working pattern is set for the whole of the year, when an employee is unable to work due to ill-health and they are scheduled to work, all of the hours for the period of absence are recorded for attendance management and pay purposes. If the period of absence contains a period where the employee is not scheduled to work this time should be recorded for pay purposes only; not attendance management.

In circumstances when the period of planned working ends and the employee, because of ill-health is unable to meet with their line manager, the schedule of work the line manager had pre-planned would be put in place and the absence recorded against the new schedule.

Managers must always ensure that a schedule of work is in place when an employee is not able to work due to ill-health as there is no expectation that when an employee returns to work following a period of ill-health absence that they make up any time lost due to their absence at a later date. The schedule of work must be the same as it would have been had the employee been at work.

Ad Hoc Working Arrangements

There is no expectation that when an employee is not at work due to ill-health that any time lost is made up at a later date when the employee returns to work.

As an employee must not suffer any detriment when they are not able to work due to ill-health, but the nature of the work they are contracted to do is not easily planned in advance, their manager must deduct from the employee's running total of working hours an 'average day/ for each day/week of the employees sickness absence,

If the running total of working hours, including the sickness absence period, reaches the total of the employee's contracted hours, the recording of the 'average day/week' should cease.

The 'average day/week' is calculated by using the average of the hours worked in a week by the employee on the last 12 occasions (weeks) when they were scheduled to work.

Example

Weeks	1	2	3	4	5	6	7	8	9	10	11	12	Total
Days worked	1	2	3	2	1	2	2	1	2	2	3	1	23
Hours worked	4.	6	10	6	7	5	6	4	6	6	10	4	74

The average day = 74 divided by 23 = 3.22 hrs. (3hrs 24 mins.) Or average week 3.22 hrs. x 5 days = 16.10 hrs. (16 hrs. 12 mins.)

In this case the manager would deduct from the running total of hours 3 hrs. 24 mins. for each day or 16 hrs. 12 mins. for each week of absence.

Changing from a standard (52 week) contract to an annualised hours contract

Where an employee is changing from a traditional standard contract to an annualised hours contract a clear explanation is needed on the nature of the new contractual

arrangements to make sure that the wrong assumptions are not being made. The explanation should include an explanation of the:

- Requirements of an annualised hours contract and how the salary is calculated to include additional payment for public holidays and annual leave;
- Need to work all of the annualised contracted hours.
- Number of weeks over which the contracted hours are to be worked;
- Working arrangements, which should be a separate document that the employee receives and includes the working and non-working arrangements, review periods and the procedure to request extended non-working periods to accommodate family holidays etc.,
- Necessity to record and monitor hours worked to make sure that the contracted hours are worked, including the frequency of review periods;
- Arrangements when extra hours are worked.
- Process for booking annual leave (see section on [Booking Annual Leave](#)):
- And
- How the annual leave taken under the standard contract will be reconciled, if the contract has changed part way through the year,

Annual Leave

Annual leave is accrued on a daily basis within the leave year (1st April to 31st March) it is taken. An employee on a standard contract can be given leave at any time during the year. This means that at any point within the leave year an employee can be in a position where they have taken more or less leave than they have accrued. Therefore when an employee changes from a standard week contract to an annualised hours contract part way through the year there may be implications as an employee may have taken more or less holiday than they have accrued. At the point when the contract changes managers should make sure that where the employee has, for the period before the contract is changed;

- Accrued more leave than they have taken; the hours of untaken leave are taken away from the annual working hours for the first year.
- Accrued less leave than they have taken; the extra hours of the leave are added to the annual working hours for the first year.

Example

An employee on a standard contract at Grade 5, with less than 5 years' service, working 18.5 hours per week throughout the year, changes to an annualised hour's contract on 1st September.

Holiday entitlement on this contract is 88.8 hours per year.

Accrued holiday for the period 1st April to 31st August = 37 hours (5/12^{ths} of full entitlement).

If the employee had taken 29.6 hours leave before 1st September, they would have an entitlement to an extra 7.4 hours leave (37 – 29.6).

To make sure that this entitlement is met the 7.4 hours must be deducted from the new working hours.

Or

If the employee had taken 39 hours leave they would have taken 2 hours more than their entitlement.

To make sure that the overtaken leave is recovered the hours must be added to their

annual hours.

Over 5 years' service

When an employee on an annualised hour's contract working less than full time working hours achieves over 5 years' service their annual salary increase to compensate for the extra annual leave.

Example

Grade 5 (pay point 11) employee contracted to work 840 hours per year.
 Calculation of annual salary under 5 years' service
 $840 \text{ divided by } 1694 \text{ (grade related working time under 5 years' service)} = 0.4959 \text{ fte}$
 $\text{Salary pay point 11} = \text{£}15,500 \times 0.4959 = \text{£}7735.54$
 Calculation of annual salary over 5 years' service
 $840 \text{ divided by } 1657 \text{ (grade related working time under 5 years' service)} = 0.5069 \text{ fte}$
 $\text{Salary pay point 11} = \text{£}15,600 \times 0.5069 = \text{£}7,908.27$

This is not the case for an employee contracted to work full time. The working hours must be cut to accommodate the extra leave, see tables above ([click here](#)). The date on which 5 years' service is achieved is the anniversary date of the employee's continuous service start date. Managers will have to make sure they reduce the working hours and the working hours changed.

Termination of employment

On termination of employment, the manager should notify the ESC of the number of hours worked from the beginning of the contractual year up to the date of leaving.

Example

Employee contracted to work 840 hours per year between 1st April and the 31st March, leaves on the 30th November having worked 620 hours by the leaving date. The number of month's salary received is 8. The manager advises the ESC that the employee has worked 620 hours. Over/under payments are calculated as follows:
 $\text{Hours paid for the 8 months up to the leaving date are } 840 \times (8/12) = 560$
 $\text{Balance of hours} = \text{Hours worked} - \text{Hours paid} = 620 - 560 = 60 \text{ hrs. owed to employee}$
 $\text{Salary owed to employee} = 60 \text{ hours} \times \text{hourly rate of pay.}$

Payment for any hours worked over the salary received will be added to the employee's final salary payment. If the employee has received salary payments for more than the hours they have worked, a deduction will be made from the final salary payment. If the amount owed is more than the final salary payment, the employee will need to pay the balance.

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Appendix B: Guidance on Working Compressed Hours

Patterns of Work

The pattern of working can either be:

- Fixed - the non-working day is fixed within the working pattern and does not change; or
- Flexible - the non-working day is not fixed within the working pattern and is taken by prior agreement.

Certain types of posts may not be suitable for consideration of compressed hours (e.g. where the service needs standard hours or front line staff working on a rota basis).

It is common practice to ask for the non-working day/hours to be attached to a weekend; it is not practical to do this in all cases. Managers should encourage employees to choose a Tuesday, Wednesday or Thursday instead of refusing the request.

Criteria for Considering Compressed Hours Working

The non-working day/hours should be negotiated between the employee and their manager.

Any request for compressed working should be restricted to reducing an employee's working week by no more than 1 day (e.g. 4 working days instead of 5 or 2 working days instead of 3).

Before agreeing to the request the manager must:

- Be satisfied that there will be no detrimental effect to service delivery;
- Be satisfied that there is adequate staffing cover so that no undue pressure is put on the employee's work colleagues to meet the needs of the business;
- Be mindful of the length of the working day the employee will work to allow their working week to be compressed;
- Be satisfied that the employee has enough work to cover the extended working day;
- Consider any health and safety or any regulatory/legal implications (e.g. fatigue, requirements of the Working Time Regulations, driving hours, etc.);
- Consider access to and security of the building for those working longer hours and whether lone working or other personal safety issues are likely to occur.

Impact on Annual Leave and Public Holidays

Annual Leave

Working compressed hours changes the way annual leave is booked. If the employee normally books their annual leave in days the manager must notify the ESC to have this changed to hours. (See '[When a request is agreed](#)' below).

The employee must book all of the hours they have agreed to work on the day as leave, see examples in Appendix C [click here](#).

Public Holidays

Even if an employee's working pattern requires them to work on a public holiday or not, the employee is entitled to time-off for that day.

To ensure fairness and equity the Council have adopted the principle of the Calculated Day. The Council's standard working week is 5 days; meaning that a day's public holiday is 1/5th of the working week. An employee's calculated day is 1/5th of their contracted weekly working hours e.g. an employee contracted to work 37 hours per week, their calculated day is 7.4 hours or 7 hours and 24 minutes. A calculator for working out an employee's calculated day is available on CIS by [clicking here](#).

In the week when a public holiday falls the employee should substitute their calculated day (1/5th of their contracted weekly working hours) for either;

- The hours they would normally work on that day

Or

- Instead of a non-working day, see examples in Appendix D [click here](#).

Doing this will mean that the employee will either owe time, or will have time owed to them. It is up to the manager and the employee to agree;

- If time is owed by the employee – when the additional hours required will be worked, taken as annual or unpaid leave.
- If the employee is owed time – when this time will be taken. Time owed to the employee can be accumulated so that the employee could take off a full working day.

Compressed Hours - Examples of Annual Leave

Example 1 - Full-time employee, working 37 hours per week, 10 in 9				
		Normal working pattern	Compressed working pattern	Annual Leave booked
Week 1	Monday	7hrs.24mins	8hrs.15mins	8hrs.15mins
	Tuesday	7hrs.24mins	8hrs.15mins	8hrs.15mins
	Wednesday	7hrs.24mins	8hrs.15mins	8hrs.15mins
	Thursday	7hrs.24mins	8hrs.15mins	8hrs.15mins
	Friday	7hrs.24mins	8hrs.15mins	8hrs.15mins
Week 2	Monday	7hrs.24mins	Non-working day	Nil
	Tuesday	7hrs.24mins	8hrs.15mins	8hrs.15mins
	Wednesday	7hrs.24mins	8hrs.15mins	8hrs.15mins
	Thursday	7hrs.24mins	8hrs.15mins	8hrs.15mins
	Friday	7hrs.24mins	8hrs.00mins	8hrs.00mins
	Total	74 hours	74 hours	74 hours
Example 2 - Full-time employee, working 37 hours per week, 5 days in 4				
		Normal working pattern	Compressed working pattern	Annual Leave booked

Week 1	Monday	7hrs.24mins	9hrs.15mins	9hrs.15mins
	Tuesday	7hrs.24mins	9hrs.15mins	9hrs.15mins
	Wednesday	7hrs.24mins	Non-working day	Nil
	Thursday	7hrs.24mins	9hrs.15mins	9hrs.15mins
	Friday	7hrs.24mins	9hrs.15mins	9hrs.15mins
Total		37 hours	37 hours	37 hours

Example 3 - Part-time employee, working 16 hours per week, 8 days in 7				
		Normal working pattern	Compressed working pattern	Annual Leave booked
Week 1	Monday	4hrs.	4hrs.35mins	4hrs.35mins
	Tuesday	4hrs.	4hrs.35mins	4hrs.35mins
	Wednesday	Non-working day	Non-working day	Nil
	Thursday	4hrs.	4hrs.35mins	4hrs.35mins
	Friday	4hrs.	4hrs.35mins	4hrs.35mins
Week 2	Monday	4hrs.	Non-working day	Nil
	Tuesday	4hrs.	Non-working day	Nil
	Wednesday	Non-working day	4hrs.35mins	4hrs.35mins
	Thursday	4hrs.	4hrs.35mins	4hrs.35mins
	Friday	4hrs.	4hrs.30mins	4hrs.35mins
Total		32 hours	32 hours	32 hours

Example 4 - Part-time employee, working 16 hours per week, 4 days in 3				
		Normal working pattern	Compressed working pattern	Annual Leave booked
Week 1	Monday	4hrs.	5hrs.20mins	5hrs.20mins
	Tuesday	4hrs.	Non-working day	Nil
	Wednesday	Non-working day	Non-working day	Nil
	Thursday	4hrs.	5hrs.20mins	5hrs.20mins
	Friday	4hrs.	5hrs.20mins	5hrs.20mins
Total		16 hours	16 hours	16 hours

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Appendix C: Public Holidays Examples

Example 1 - Full-time employee, working 37 hours per week. Calculated day is 37 hours divided by 5 = 7.4 hours or 7hrs and 24mins.

		Compressed working pattern	Revised working pattern
Week 1	Monday	8hrs.15mins	8hrs.15mins
	Tuesday	8hrs.15mins	8hrs.15mins
	Wednesday	8hrs.15mins	8hrs.15mins
	Thursday	8hrs.15mins	8hrs.15mins
	Friday (Public Holiday)	8hrs.15mins	7hrs.24mins Calculated day allowance
Week 2	Monday(Public Holiday)	Non-working day	7hrs.24mins Calculated day allowance
	Tuesday	8hrs.15mins	8hrs.15mins
	Wednesday	8hrs.15mins	8hrs.15mins
	Thursday	8hrs.15mins	8hrs.15mins
	Friday	8hrs.00mins	8hrs.00mins
	Total	74 hours	80 hrs.33mins (6hrs.33mins owed to employee)

Example 2 - Full-time employee, working 37 hours per week. Calculated day is 37 hours divided by 5 = 7.4 hours or 7hrs and 24mins.

		Compressed working pattern	Revised working pattern
Week 1	Monday(Public Holiday)	9hrs.15mins	7hrs.24mins Calculated day allowance
	Tuesday	9hrs.15mins	9hrs.15mins
	Wednesday	Non-working day	Non-working day
	Thursday	9hrs.15mins	9hrs.15mins
	Friday	9hrs.15mins	9hrs.15mins
	Total	37 hours	35hrs.09mins (Employee owes 1hrs.51mins)

Example 3 - Part-time employee, working 16 hours per week. Calculated day is 16 hours divided by 5 = 3.2 hours or 3hrs and 12mins.

		Compressed working pattern	Revised working pattern
Week 1	Monday	4hrs.35mins	4hrs.35mins
	Tuesday	4hrs.35mins	4hrs.35mins
	Wednesday	Non-working day	Non-working day
	Thursday	4hrs.35mins	4hrs.35mins
	Friday (Public Holiday)	4hrs.35mins	Calculated day allowance 3hr.12mins
Week 2	Monday (Public Holiday)	Non-working day	Calculated day allowance 3hr.12mins
	Tuesday	Non-working day	Non-working day
	Wednesday	4hrs.35mins	4hrs.35mins
	Thursday	4hrs.35mins	4hrs.35mins
	Friday	4hrs.30mins	4hrs.30mins
	Total	32 hours	33hrs.49mins (1hrs.49mins owed to employee)

Example 4 - Full-time employee, working 16 hours per week. Calculated day is 16 hours

divided by 5 = 3.2 hours or 3hrs and 12mins.			
		Compressed working pattern	Revised working pattern
Week 1	Monday (Public Holiday)	5hrs.20mins	Calculated day allowance 3hr.12mins
	Tuesday	Non-working day	Non-working day
	Wednesday	Non-working day	Non-working day
	Thursday	5hrs.20mins	5hrs.20mins
	Friday	5hrs.20mins	5hrs.20mins
	Total	16 hours	13hrs.52mins (Employee owes 2hr.08mins)

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