

LEICESTERSHIRE

FIRE and RESCUE SERVICE

SERVICE PROCEDURE

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**HUMAN
RESOURCES**

**FLEXIBLE
WORKING**

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Appendix A Application for Flexible Working

**Appendix B Procedure for the Use of
Annualised Hours Contracts**

**Appendix C Procedure for Term-Time Only
Contracts**

Appendix D Procedure for Career Breaks

**Appendix E Procedure for Flexible Working
Hours Scheme**

**Appendix F Procedure for the use of Job
Share Contracts**

**Appendix G Procedure for the Use of
Compressed Hours Contracts**

AUDIT OF AMENDMENTS

Date	Paragraph Changed	Brief details of alterations	Approved by
APRIL 2007		TRANSFERRED TO SHAREPOINT	
Nov 2008	51	Added. Additionally, the Disability Discrimination Act 1995 provides provisions for a primary carer of a disabled person or otherwise associated with a disabled person, flexible working arrangements.	
Nov 2008	Appendix A	Paragraph 1. added. Additionally, the Disability Discrimination Act 1995 provides provisions for a primary carer of a disabled person or otherwise associated with a disabled person, flexible working arrangements.	
Nov 2008	Annexe 1	Added. I am a primary carer of a disabled person	
Nov 2008	Annexe 2	Paragraph 1. added. Additionally, the Disability Discrimination Act 1995 provides provisions for a primary carer of a disabled person or otherwise associated with a disabled person, flexible working arrangements.	
April 2009	54	Changes to legislation. Added. The Flexible Working (Eligibility, Complaints and Remedies) (Amendment) Regulations 2009 come into force on 6 April 2009. The regulations extend the right to request flexible working to parents of children up to the age of 17. or under 18 years if disabled	K Albon
April 2009	Appendix A	Paragraph 1. Added. See above	K Albon
April 2009	Annexe 1	Aged 17	K Albon
April 2009	Annexe 2	Paragraph 2. Added. Changes to legislation. Added. The Flexible Working (Eligibility, Complaints and Remedies) (Amendment) Regulations 2009 come into force on 6 April 2009. The regulations extend the right to request flexible working to parents of children up to the age of 17. or under 18 years if disabled	K Albon
May 2009	New 30 and 31	New Firefighters' Pension Scheme Pension provisions	K Albon
May 2009	New 47	New Firefighters' Pension Scheme Pension provisions	K Albon
January 2010	Appendix E	Flexi time – changes to participation and administration	J Mundin

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Audit of Amendments Continued/.....			
Date	Paragraph Changed	Brief details of alterations	Approved by
Nov 2010	54	Extension to Flexible Working. Added. With effect from April 2011, this will be extended to parents of children under 18 years old. Therefore parents of all children regardless of age will have the same right to request flexible working.	Karen Albon
Nov 2010	Appendix A 1	Extension to Flexible Working. Added. With effect from April 2011, this will be extended to parents of children under 18 years old. Therefore parents of all children regardless of age will have the same right to request flexible working.	Karen Albon
Nov 2010	Annexe 1	*Age 18 from April 2011	Karen Albon
Nov 2010	Annexe 2 2	Extension to Flexible Working. Added. With effect from April 2011, this will be extended to parents of children under 18 years old. Therefore parents of all children regardless of age will have the same right to request flexible working.	Karen Albon
April 2011	Appendix A 1	Deleted. Extension to Flexible Working to parents of children under 18 did not come into force in April 2011.	Karen Albon
April 2011	Annexe 1	Deleted. *Age 18 from April 2011. Extension to Flexible working to parents of children under 18 did not come into force.	Karen Albon
April 2011	Annexe 2 2	Deleted. Extension to Flexible Working to parents of children under 18. Did not come into force in April 2011.	Karen Albon
April 2011	54	Deleted. Extension to flexible working to parents of children under 18. Did not come into force in April 2011.	Karen Albon
Sept 2011	33	Amended. Should read paragraphs 1 – 19 and not 1 – 17	Karen Albon
Nov 2011	54	Disability Discrimination Act 1995 replaced with Equality Act 2010	Karen Albon
	Appendix A Paragraph 1	Disability Discrimination Act 1995 replaced with Equality Act 2010	Karen Albon
	Annex 2	Disability Discrimination Act 1995 replaced with Equality Act 2010	Karen Albon
Jan 2013	Appendix E Paragraph 1	HR Advisor replaced with the relevant HR Business Partner.	Karen Albon
July 2013	35 – 37	Homeworking. This section has now been deleted. See new Service Procedure Human Resources – Homeworking.	Karen Albon
	Appendix H	See new Service Procedure Human Resources – Homeworking.	Karen Albon

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		Audit of Amendments Continued/.....	
June 2014	New 3 & 4	Applies equally to men and women	Karen Albon
30 June 2014		Policy Amended to take into account of changes to Flexible Working Regulations 2014 which came into force on 30 June 2014	Karen Albon
	New Annexe 10	Application Form for Career Breaks	Karen Albon
Nov 2014	25	Revised to include final approval of DCFO.	Karen Albon
	Annexe 10	Revised to include final approval of DCFO	Karen Albon
Sept 2015	27	Manager to refer to Appendix A and Appendix D	Karen Albon
	29	Revised 'phone number	Karen Albon
	30	All Firefighters' Pension Schemes	Karen Albon
	31-33	Deleted and incorporated into paragraph 30.	Karen Albon
	46-54	Section reviewed	Karen Albon
	Appendix A New 11 27	Process must be completed within 3 months Must be agreed by both parties.	Karen Albon
	Annexe 7 of Appendix A	Appeal Form to Area Manager	Karen Albon
	Annexe 10 of Appendix A	Deleted as this was duplicated. See New Annexe 1 of Appendix D	Karen Albon
	Appendix D paragraph 7	Revised	Karen Albon
	New Annexe 1 of Appendix D	Application Form – Career Breaks	Karen Albon

LEICESTERSHIRE FIRE AND RESCUE SERVICE

FLEXIBLE WORKING

INTRODUCTION

- 1 This policy and associated procedures have been created as part of the Leicestershire Fire & Rescue Service's aim to support staff in balancing their work and personal commitments and meet the requirements of the modernisation agenda.
- 2 Numerous organisations have undertaken research over the last few years and results have consistently shown that attaining an effective work-life balance is a high priority for a significant proportion of the working population.
- 3 The provisions of this policy equally apply to men and women regardless of their sexual orientation.
- 4 Where reference to marriage is made, this also applies to ¹Same Sex Marriage.

AIMS OF THE POLICY

- 5 The main aim of this policy is to increase the flexibility of the workforce in order to support the work-life balance. This achievement would produce a number of benefits, both for individual members of staff and to enable the Leicestershire Fire & Rescue Service to provide an effective service. These include:
 - An increased and more diverse pool of skilled candidates who are able to apply for posts due to flexibility of work patterns on offer
 - Increased retention and motivation of existing staff
 - Greater goodwill from a workforce that feels valued
 - Reduction in levels of stress, sickness absence and approved leave
 - A workforce that can be deployed more flexibly to match fluctuating demands on the service

¹ Marriage – (Same Sex Couples) Act 2013

IMPLEMENTATION OF THIS POLICY FOR OPERATIONAL EMPLOYEES

- 6 As a supportive employer, the aim of Leicestershire Fire & Rescue Service is to help all members of staff improve their work-life balance. The practicalities of introducing flexible employment policies mean that it may be difficult to introduce such policies in operational firefighting areas without careful planning to prevent adverse effect on safe emergency fire and rescue cover.
- 7 However, when implemented effectively, with genuine staff and management buy-in, it is the flexibility of the **operational** workforce that will help deliver the tangible benefits sought by the modernised service more so than the flexibility of support staff.
- 8 In support of these aims and on receipt of an application, the immediate line manager must consider all relevant options and implications of the application and its effect on the watch/section.
- 9 The line manager will liaise with the Station Manager and/or the Group Manager. Proper consideration must be given to wider operational issues for example, previously agreed flexible working agreements and/or operational cover.

PAYMENT OF OVERTIME

- 10 Payments for working hours in excess of those contractually agreed, whilst working to a flexible working scheme as described within a procedure supporting this policy, will only attract overtime rates when all working hours exceed the standard full-time hours for the appropriate group of staff.
 - As an example, if a Job Share employee contracted to work 25 hours per week, works extra hours, she or he will not attract payment at overtime rates until s/he has worked in excess of the standard 37 hours during the week.

TYPES OF FLEXIBLE WORKING

- 11 Some examples and brief descriptions of flexible working arrangements are listed below. More detail on these options is contained in the attached procedures and further information can be obtained from Human Resources.

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- 12 Options should be agreed on an individual or team basis as appropriate. Each request for flexible working will involve a different set of circumstances and careful consideration will help to ensure that the most appropriate option can be selected.

JOB SHARE

- 13 Job sharing is an arrangement whereby two people share the duties and responsibilities of one full time post between them. Each job share partner has their own contract of employment, and the salary and benefits are divided according to the hours that they work.
- 14 Successful job share arrangements depend upon a high level of commitment, co-operation and communication between job share partners. Please also refer to paragraph 24 of Service Procedure Human Resources – Recruitment and Selection.

PART TIME WORKING

- 15 Part time staff are employed on less than full time hours in working patterns that suit their own personal circumstances and the needs of the Fire Service. They are employed on the same terms and conditions, pro rata, as full time staff. The taking of annual leave is in accordance with **APPENDIX C of the Procedure for Term-Time-Only Contracts.**
- 16 Part time employees working the retained duty system will be subject to the conditions set out in the NJC Conditions of Service.
- 17 When recruiting to a post, line managers must consider the number of hours required and when they could most effectively be worked, e.g. to accommodate peaks in the workload.

ANNUALISED HOURS

- 18 Working to an annualised hours arrangement simply means that rather than hours being contracted per week, they are contracted for the whole of the year on a permanent basis.
- 19 Depending on the needs of the Service and in agreement with local management, annualised hours can be wholly flexible or a portion of working hours can be set, with the remaining element being open to flexibility.

TERM-TIME ONLY CONTRACTS

- 20 Term-time only contracts allow employees to work during the school term but with little or no attendance during the school holidays. Opportunities for this pattern of working may exist where there are few deadlines for completion of work.
- 21 Line managers should consider carefully whether the tasks they have could be sufficiently covered on a term-time only basis.

CAREER BREAKS

- 22 The Career Break Scheme may be considered for all employees' with more than **one year's** service to apply for a period of unpaid time off work in order to concentrate on other personal priorities.
- 23 Employees taking a Career Break will have the right to return to employment with the Leicestershire Fire & Rescue Service on the same conditions as before, subject to any organisational changes that may occur during the Career Break period. For example, employees returning to work may be required work at to a different location within the authority.
- 24 **Employees will be responsible for paying their own voluntary national insurance contributions.**
- 25 Employees wishing to apply for a Career Break will be required to seek authorisation from their line manager. The line manager will then be required to forward the application to the relevant Area Manager prior to the final approval of The Deputy Chief Fire and Rescue Officer using the appropriate form - see Annexe 1 in Appendix D. Applications for Career Breaks should normally be made at least 6 months in advance.
- 26 Please also refer to Service Procedures Human Resources – Other Leave, and paragraphs 219 to 220 – Sabbatical Leave and paragraphs 96 – 99 Leave without Pay.
- 27 Managers should refer to the guidance set out in Appendix D – Procedure for Career Breaks and also to paragraphs 7 – 25 of the Procedure for dealing with Flexible Working requests which is contained in **APPENDIX A – Application for Flexible Working.**

PENSION SCHEMES

LOCAL GOVERNMENT PENSION SCHEME

- 28 If the career break period is for more than 30 days, superannuation contributions will not automatically be paid, therefore resulting in a break of service for pension purposes, unless the employee elects to pay the outstanding contributions. This must be done within 30 days of returning to work.
- 29 Employees wishing to ensure continuity of service within the Local Government Pension Scheme must contact the Pensions Section at County Hall on 0116 305 7654 as soon as they return to work.

FIREFIGHTERS' PENSION SCHEMES

- 30 Members of the Firefighter Pension Schemes who are given approval to take a career break are advised to contact the Pensions Section at County Hall on 0116 305 7654.

OTHER PROVISIONS

- 31 Employees can apply for the following options without the need to use the formal application process referred to above. Where appropriate, employees should simply make verbal requests to their line manager. Line managers and employees should be aware however that if a request is declined, the formal appeals process contained in **paragraphs 16 to 20 of Appendix A** may be used and the statutory timescales may remain valid if the request was as a consequence of child-care commitments.

FLEXI-TIME SCHEME

- 32 The Flexi-time Scheme provides staff with a degree of flexibility in relation to their starting and finishing times to suit their travel arrangements and other personal circumstances. Accumulated credit can be used to take time off at a later date. The scheme is applied in areas where it can operate without any detrimental effect to service delivery. **Details of the scheme are contained in Paragraphs 1 to 21 of Appendix E.**

COMPRESSED HOURS

- 33 Compressed hours allow employees to work their total number of agreed hours over a shorter period of time. **Details of the scheme are contained in paragraphs 1 – 18 of Appendix G.**

HOMEWORKING

- 34 The purpose of Home Working is to provide a procedure to support working at or from home where this is appropriate. (This policy is not intended to cover flexible duty working).
- 35 Home Working is defined as carrying out work that would previously have been carried out at the normal workplace.
- 36 Details of the policy are now contained in Service Procedure Human Resources – Homeworking a copy of which is available for reference on SharePoint.

APPROVED LEAVE

- 37 It is appreciated that employees with care or family commitments can sometimes need time off which may arise with little warning or opportunity to plan. The provision of approved leave has been introduced to cover the following circumstances:
- Time Off for Dependents
 - Special Leave for Carers
 - Compassionate Leave
- 38 For detailed information on this please refer to Service Procedures Human Resources – Other Leave.

LEAVE FOR PARENTS AND OTHER LEAVE

- 39 For detailed information on leave for parents please refer to Service Procedures Human Resources – Other Leave. This policy covers employees' rights to:
- Maternity Support / Paternity Leave
 - Adoption Leave and Pay
 - Parental Leave

- 40 For detailed information on Other Leave please refer also to Service Procedures Human Resources – Other Leave.

CRITERIA FOR CONSIDERING FLEXIBILITY FOR OPERATIONAL EMPLOYEES

- 41 When considering the deployment of operational staff flexibly, either following a request from an individual or as part of the integrated risk-management strategy, line managers must use the following criteria to assess its effectiveness:

- Whether the fire risk in the area is low enough
- The turn-out times required
- Proximity of special and high hazard risks and high life risk
- Variation of population in rural tourist areas
- Proximity to motorways and high speed roads where instant turn out is essential
- Whether the station operationally supports a group of retained stations and no alternative arrangements can be made
- Back-up cover required for other areas
- Whether the implementation of flexibility may mean staff being posted to another station*
- In relation to employees providing emergency fire-cover / control on the Flexible Duty System, whether flexible deployment integrates with the need to provide emergency cover at specific times

- * In instances where staff are redeployed to other stations at the authority's request, any excess travel or relocation costs will be reimbursed in line with NJC terms and conditions or as superseded by any future policy on protection or management of change.

- 42 Employees must be able to maintain the required competency levels at all times.

PENSION IMPLICATIONS

- 43 Generally, working flexibly has no effect on a member's pension entitlement as long as they continue to work their full-time contracted hours. There are only implications on a member's pension when working flexibly also entails being contracted to undertake less than the standard contracted hours for the relevant group of staff.

- 44 The Firefighters Pension Scheme (amendment) Order 2004 states the definition of a regular firefighter to include part-time regular firefighters and this became effective from 13 September 2004.
- 45 It is a requirement of all of the Firefighters' Pension Schemes that if a member wishes to work on a part-time basis they pay pension contributions equivalent of their pensionable pay which is based on their current contribution banding and will therefore only be accruing part time pensionable service.
- 46 If a member reduces their hours, then they will pay less, as the pension deduction is based on their actual pensionable earnings – whatever that figure may be.
- 47 The constraints referred to in **paragraphs 43 and 46 in the previous section** do not affect Support and Control staff.
- 48 All staff must seek expert advice on the full implications on their individual pension entitlement prior to making a final decision on working less than the standard contracted hours for the relevant group of staff. This can be sought from Pensions Section, Leicestershire County Council, telephone 0116 305 3841.

LEGISLATION

- 49 The Flexible Working Regulations 2014 came into force on 30 June 2014 and allow all employees who have 26 weeks continuous employment to have the right to make a flexible working request, regardless of the reasons why they wish to work flexibly.
- 50 Previously the right to flexible working only applied to the parents of children under 17 or 18 in the case of parents of disabled children or to those caring for an adult.
- 51 The right to request flexible working legislation requires that employees make their request in writing and also states that employers can only refuse requests if there is a business reason for doing so (see paragraph 14 of Appendix A in the Application for Flexible Working for the list of reasons this must fall under).
- 52 Any request to work flexibly should be made through the Application for Flexible Working Procedure set out in Appendix A, which complies with this legislation in terms of process, timescales, format of application/appeal forms & standard letters.

- 53 All applications must be considered equally.
- 54 When more than one request is received at the same time, managers are not required by law to make value judgements about the most deserving request. Managers may want to have discussion with the employees to see if there is any room for adjustment or compromise before coming to a decision.
- 55 The **Working Time Regulations 1998** set statutory rules regarding working time, rest breaks, annual leave etc. The following table provides a summarised and highly simplified guide:

Topic	Opt-out or Derogation	Reference Period	Comments
48 hour maximum working week	Individual can opt-out of this by written agreement	Average calculated over a 17 week period	By collective agreement, reference period can be extended to 52 weeks
11 hour daily rest period between shifts		Compensatory rest can be given based on an average calculated over a 17 week period	
One 24 hour uninterrupted rest break per week	This can be 2 days over a 2 week period	As above	This is in addition to the 11 hour rule ie a total of 90 hours breaks per week
Night Work – maximum 8 hours per day		As above	Employees have right to health assessments
20 minute break if shift > 6 hours	“adequate” rest may be substituted for formal break if nature of role demands e.g. operational role		Must be during rather than at beginning or end of shift. This is unpaid

- 56 Line managers needing to review working patterns in order to consider greater flexibility must discuss this with HR and Occupational Health & Safety where appropriate.

RESPONSIBILITIES OF LINE MANAGERS

- 57 Line managers are requested to fully evaluate all requests for flexible working and make a decision based on a risk assessment of the continued provision of a safe and effective service.
- 58 Line managers must also assess the current deployment and working patterns of the workforce and base their decision on whether any further flexibility can be accommodated. All requests are dealt with on a first come, first served basis.
- 59 **Line managers should use the criteria detailed in paragraphs 44 and 45 above when considering the appropriateness of the flexible deployment of operational employees.**
- 60 To follow the formal Application for Flexible Working Request Procedure (**Appendix A**) where appropriate (and Appeals Procedure should the need arise) in order to comply with legislation. Line managers must record their comments and recommendations on the application form (see Annexe 1) and forward this to the appropriate Area Manager who will make a final decision and arrange for the employee to be informed of this decision in writing.
- 61 To give due regard to the Working Time Regulations summary table in this policy when considering requests for flexible working.
- 62 To implement a framework to ensure that staff continue to receive appropriate training, and maintain their operational / professional competences irrespective of working patterns.
- 63 To monitor revised working patterns once implemented to ensure service provision remains effective and that working patterns comply with Working Time Regulations.

RESPONSIBILITIES OF EMPLOYEES

- 64 To ensure employees' continue to undertake appropriate training, and maintain their operational / professional competences irrespective of working patterns.
- 65 To reciprocate a flexible attitude to working patterns where reasonable in support of the provision of an effective service.

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- 67 To appreciate that although Leicestershire Fire & Rescue Service will accommodate flexible working patterns where practicable, priority has to be given to the need to provide an effective service and be prepared to compromise accordingly.
- 68 To consider the implications to their individual pension entitlement as described in paragraphs 44 and 45 and to changes in pay, leave etc.

APPENDIX A APPLICATION FOR FLEXIBLE WORKING

INTRODUCTION

- 1 The Flexible Working Regulations 2014 came into force on 30 June 2014 and allow all employees to have the right to make a flexible working request regardless of the reasons why they wish to work flexibly.
- 2 Previously the right to flexible working only applied to the parents of children under 17 or 18 in the case of parents of disabled children or to those caring for an adult, although LFRS supported any employee who wished to work flexibly.
- 3 All applications for flexible working will be dealt with in accordance with the procedure outlined below.
- 4 Employees with at least 26 weeks continuous service at the date of application are entitled to request a change to conditions of their employment relating to:
 - The hours they work
 - The times when they are required to work
 - Their place of work, including a request to work from home
- 5 Any agreement, which is reached, will normally result in a permanent change to the contract of employment unless otherwise agreed. There is no automatic right to revert back to the original contract. However, if an employee is only looking for an informal change for a short period to their working hours or conditions to cope with, for example, a bereavement, then consideration should be given to allow them to revert back to their old conditions after a specific period.
- 6 Only one application for flexible working can be submitted within any 12-month period.

PROCEDURE

- 7 Employees should apply to their line manager using the Flexible Working Request Application Form (**Annexe 1**). Guidance notes for employees are provided in **Annexe 2**.

- 8 The line manager must seek advice and guidance from Human Resources and consider carefully whether the proposed working pattern can be accommodated by:
- Ensuring that they are familiar with all the types of flexible working in this policy in case other working patterns need to be considered
 - Discussing options with other employees, to cover any extra hours that may be created
 - Considering the cost and performance implications
 - Using the criteria detailed in paragraphs **44** and **45** of the overall policy on Flexible Working when considering the appropriateness of the flexible deployment of operational employees
 - Assessing whether a trial period should be considered
 - Planning a suitable starting date and what may need to be done before agreeing to the request
- 9 The line manager must arrange to meet with the employee as soon as possible, at a time and location convenient to the manager and employee using the standard letter in **Annexe 3**, giving reasonable notice.
- 10 It is important that the manager deals with this process within three months of first receiving the request including any appeal. If for some reason the request cannot be dealt within three months then the manager can extend the time limit, provided the employee agrees to the extension.
- 11 Where the manager or employee cannot make the initial date, then another date and time should be arranged. In the situation where the employee does not keep to the meeting dates without any explanation, then the manager will have the right to withdraw their application, although it will be good practice to ascertain the reasons for their non-attendance.
- 12 At the meeting both parties will have the opportunity to discuss the desired work pattern in depth and consider how it might be accommodated. If the original working pattern cannot be accommodated, the meeting also provides an opportunity to discuss an alternative working arrangement.
- 13 There may be situations whereby a manager is unsure what impact the employee's request for flexible working will have on the department. However, consideration should be given for the employee to undertake their flexible arrangements on a temporary or trial basis.
- 14 Following the meeting the line manager must record their comments and recommendation on the application form and forward this to the appropriate Area Manager who will make a final decision and arrange for the employee to be informed of this decision in writing as soon as possible. The letter will either:

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- Accept the request, setting out any action upon which the agreement is dependent and a date for commencement, using the standard letter in **Annexe 4**. The necessary arrangements must then be made for a new contract/variation of contract to be issued, and any changes in pay to be processed.
- Outline any *compromise, as discussed and agreed at the meeting, using the standard letter in **Annexe 5**. The necessary arrangements must then be made for a new contract/variation of contract to be issued, and any changes in pay to be processed. *Where a temporary or trial period has been considered, the reasons should be explained to the employee in detail setting out when this arrangement will be reviewed.
- Advise that the request has been refused, clearly stating the business reasons (see below) and details of the appeals procedure, using the standard letter in **Annexe 6**. **N.B. Requests must not be refused without prior consultation with Human Resources.**

JUSTIFIABLE REASONS FOR REFUSAL

15 Under Section 80 of the Employment Act 2002, the reasons for any refusal or compromise must fall into at least one of the following areas:

- The burden of any additional costs is unacceptable to Leicestershire Fire & Rescue Service
- Detrimental effect on the ability to meet internal/external customer demands
- An inability to re-organise the work amongst existing staff or recruit additional staff
- Detrimental impact on levels of quality or individual/departmental performance
- Insufficient work during the periods that the employee proposes
- Planned structural change

RIGHT OF APPEAL FOLLOWING THE REFUSAL OF AN APPLICATION

16 It will not always be possible to accept a request to work flexibly, due to the business needs of the Service. An employee may wish to appeal against a decision for one of the following reasons:

- They feel that the procedure has not been properly applied

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- They feel that their application has not been properly considered
- They feel that there is new information that was not available at the time that the decision was made
- They wish to challenge the business reasons given by the line manager

APPEALS PROCEDURE

- 17 If an employee wishes to appeal against the line manager's decision, they should complete the Flexible Working Appeal Form (**Annexe 7**) within a reasonable time period and submit it to their manager's line manager.
- 18 The manager's line manager, or nominee, must arrange a meeting to hear the appeal within a reasonable time period of receipt of the Appeal Form.
- 19 Information regarding the appeal hearing is detailed in **Annexe 8**.
- 20 The decision of the appeal panel must be given in writing, setting out the reasons for the decision, within a reasonable time of the hearing.
- 21 The decision of the appeal panel is final. There is no further internal right of appeal.

RIGHT OF EMPLOYEES TO BE ACCOMPANIED

- 22 Employees have the right to be accompanied at meetings by a colleague or trade union representative.

WITHDRAWAL OF APPLICATION

- 23 Employees can withdraw their application at any stage during the process by informing their line manager in writing. The line manager must confirm receipt of the withdrawal.

TIMESCALES

- 24 The process for dealing with Flexible Working requests including any appeals must be completed within three months from the date of the request, unless an extension has been agreed by both parties.

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SUMMARY OF PROCEDURE

- 25 A summary of the application procedure is shown in the form of a flowchart in **Annexe 9**.

ANNEXE 1

FLEXIBLE WORKING REQUEST APPLICATION FORM

Please complete this form and send it to your line manager

NAME:	
SERVICE NUMBER:	
JOB TITLE:	
DATE OF ENTRY:	
PLACE OF WORK:	
DATE OF APPLICATION:	

I am making a statutory request for flexible working as follows:

CURRENT WORKING PATTERN (days/hours/times worked etc.)

--

PROPOSED WORKING PATTERN (days/hours/times worked etc.)

Please include reasons for request

--

Proposed start date (if possible, give at least 12 weeks notice):

--

IMPACT OF PROPOSED WORKING PATTERN

I think this change will affect my colleagues/department as follows:

--

I think the effect on my colleagues/department can be dealt with as follows:

--

Declaration: Have you made a previous application for flexible working in the last 12 months?

Yes/No. If Yes date of application. Signed:

Dated:

N.B: A successful application will mean a permanent change to your contract

Page 1 of 2

I *approve the above flexible working request

*I do not approve the above flexible working request (state reason)

*delete where appropriate

Page 1 of 2

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Page 2 of 2

Line Manager: _____
Print Name

Line Manager: _____
Signature

Once signed please send this form to the appropriate Area Manager.

I *approve the above flexible working request

I *do not approve the above flexible working request (state reason)

Area Manager: _____
Print Name

Area Manager: _____
Signature

Further advice can be obtained from HR prior to signature

ANNEXE 2

FLEXIBLE WORKING REQUESTS – GUIDANCE NOTES FOR EMPLOYEES

The Flexible Working Regulations 2014 came into force on 30 June 2014 and allows you to have the right to make a flexible working request regardless of the reasons why you wish to work flexibly.

Previously the right to flexible working only applied to the parents of children under 17 or 18 in the case of parents of disabled children or to those caring for an adult, although LFRS supported any employee who wished to work flexibly.

Although there is a statutory right to request flexible working arrangements there is no automatic right for this to be granted. The legislation recognises that there will be circumstances where an employer is unable to accommodate the employees desired working pattern.

What changes can I ask for?

Requests can be made to change the conditions of your employment relating to:

- The hours you work;
- The times when you are required to work;
- Your place of work, including a request to work from home

How do I apply for flexible working arrangements?

You will need to complete a Flexible Working Request Application Form and send it to your line manager. Please consider the following points:

- Consider your request carefully as it will normally lead to a permanent change in your contract. There will be no automatic right to return to your original working pattern.
- There may be situations whereby your manager may be unsure what impact your request for flexible working will have on the department. In this event, your manager may want you to consider whether you would like to undertake your arrangements on a temporary or trial basis.
- Operational staff must refer to the criteria detailed in paragraphs 41 and 42 of the overall policy on Flexible Working when considering the appropriateness of the flexible deployment of operational employees.
- If you request to reduce your hours of work, think about the reduction in your pay.

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- The more notice you give your line manager regarding your request the better. Depending on the nature of your request, it may take up to 3 to 4 months to make the necessary arrangements.
- Think carefully about the impact of your desired working pattern on your team and colleagues, and how, in your opinion, this might be dealt with. Please complete the relevant questions regarding this in as much detail as possible.

How will my request be considered?

You will be invited to a meeting within a reasonable period of your request. This will be to discuss your application in detail. You are entitled to be accompanied at this meeting by a colleague or trade union representative, if you wish.

You will be advised in writing of the decision within a reasonable time of the meeting. If your request has been successful the necessary arrangements will be made for the changes to take place.

If my application is successful, what will happen to my pension?

There are only implications on a member's pension when working flexibly also entails being contracted to undertake less than the standard contracted hours for the relevant group of staff.

All employees must seek expert advice on the full implications on their individual pension entitlement prior to making a final decision on working less than the standard contracted hours. This can be sought from the Pensions Section, Leicestershire County Council, telephone: 0116 305 3841.

What if I am not happy with the decision?

It will not always be possible to accept a request to work flexibly, due to the business needs of the Service. You may wish to appeal against a decision if you:

- Feel that the procedure has not been properly applied
- Feel that your application has not been properly considered
- Wish to challenge the business reasons given by your line manager/Area Manager
- Feel that there is new information that was not available to you at the time that the decision was made

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If your application has been refused you will be given full details of the appeals procedure.

EXAMPLES OF FLEXIBLE WORKING PATTERNS

Some examples of flexible working patterns that you may wish to consider are as follows:

Job share
Part time working
Annualised hours
Term-time only contracts
Career breaks

The above options must be applied for using the process contained in the Flexible Working – Application Procedure.

Other provisions:

Employees can apply for the following options without the need to use the formal Flexible Working application process:

Flexi-time
Compressed hours
Approved Leave
Leave for Parents – See also Service Procedures Human Resources – Other Leave

For further details on **all** of the above please refer to the relevant policy documents and/or procedures.

ANNEXE 3

FLEXIBLE WORKING REQUEST

Standard letter: Arranging a meeting to discuss a Flexible Working Request

Private and Confidential

Dear.....

Re: **REQUEST FOR FLEXIBLE WORKING**

I acknowledge receipt of your application for flexible working dated.....

I would like to arrange a meeting with you to discuss your application at (time) on (date) at (location). The purpose of the meeting is to help me make a decision regarding your request.

You are entitled to be accompanied either by a colleague or a trade union representative.

Please confirm as soon as possible that you are able to attend or contact me to re-arrange if necessary.

Yours sincerely

cc Human Resources
cc Area Manager

ANNEXE 4

FLEXIBLE WORKING REQUEST

Standard letter: Acceptance of request

Private and Confidential

Dear.....

Re: ACCEPTANCE OF FLEXIBLE WORKING ARRANGEMENTS

Following your flexible working application and our meeting on (date), I am pleased to confirm that your request has been accepted.

Your new working pattern will be (give details).

Your new working pattern will commence on (date).

If you have any queries regarding the above information, please contact me as soon as possible on extension.....

Yours sincerely

cc Human Resources

ANNEXE 5

FLEXIBLE WORKING REQUEST

Standard letter: Confirmation of compromise
Private and Confidential

Dear.....

Re: ACCEPTANCE OF FLEXIBLE WORKING ARRANGEMENTS

Following your flexible working application and our meeting on (date), I am unable to accommodate your original request. This is for the following reasons:

(state reasons)

*However, I am able to offer the alternative working pattern, which was discussed and agreed by you.

Your new working pattern will be (give details).

Your new working pattern will commence on (date).

Or

*As discussed, I am currently unsure how your working pattern will work within the section and set out my areas for concern.

(state areas for concern)

Bearing that in mind, I therefore propose that we trial your new working pattern for a (state period) and during that time we can jointly discuss how the new arrangements are working and make any adjustments necessary.

Your new working pattern will commence on (date) for a period of (add period) and will be reviewed at that time.

*delete where appropriate

If you have any queries regarding the above information, please contact me as soon as possible on extension.....

Yours sincerely

c.c. Human Resources

ANNEXE 6

FLEXIBLE WORKING REQUEST

Standard letter: Rejection

Private and Confidential

Dear.....

Re: APPLICATION TO CHANGE WORKING ARRANGEMENTS

Following your flexible working application and our meeting on (date), I am unable to accommodate your request for the following reasons:

(State business grounds, from the list in **paragraph 14** of Appendix A – Application for Flexible Working)

The reasons apply in your circumstances because:

(State reasons – you should also explain why any other patterns you may have discussed at the meeting are also inappropriate)

You have the right to appeal against this decision. If you wish to do so, you must complete a Flexible Working Appeals Form and send it to your line manager within a reasonable period of receipt of this letter.

An appeal hearing will be arranged within a reasonable period of the receipt of your appeal form.

You have the right to be accompanied by a colleague or trade union representative.

If you have any queries regarding this information, please contact.....on extension.....

Yours sincerely

cc Human Resources

ANNEXE 7

FLEXIBLE WORKING APPEAL FORM

To: (Area Manager)	
Employee details:	
NAME	
EMPLOYEE NUMBER	
JOB TITLE	
PLACE OF WORK	
I wish to appeal against your decision to refuse my application for flexible working. I am appealing on the following grounds:	
Please give as much information as possible	
Signed:	Dated:

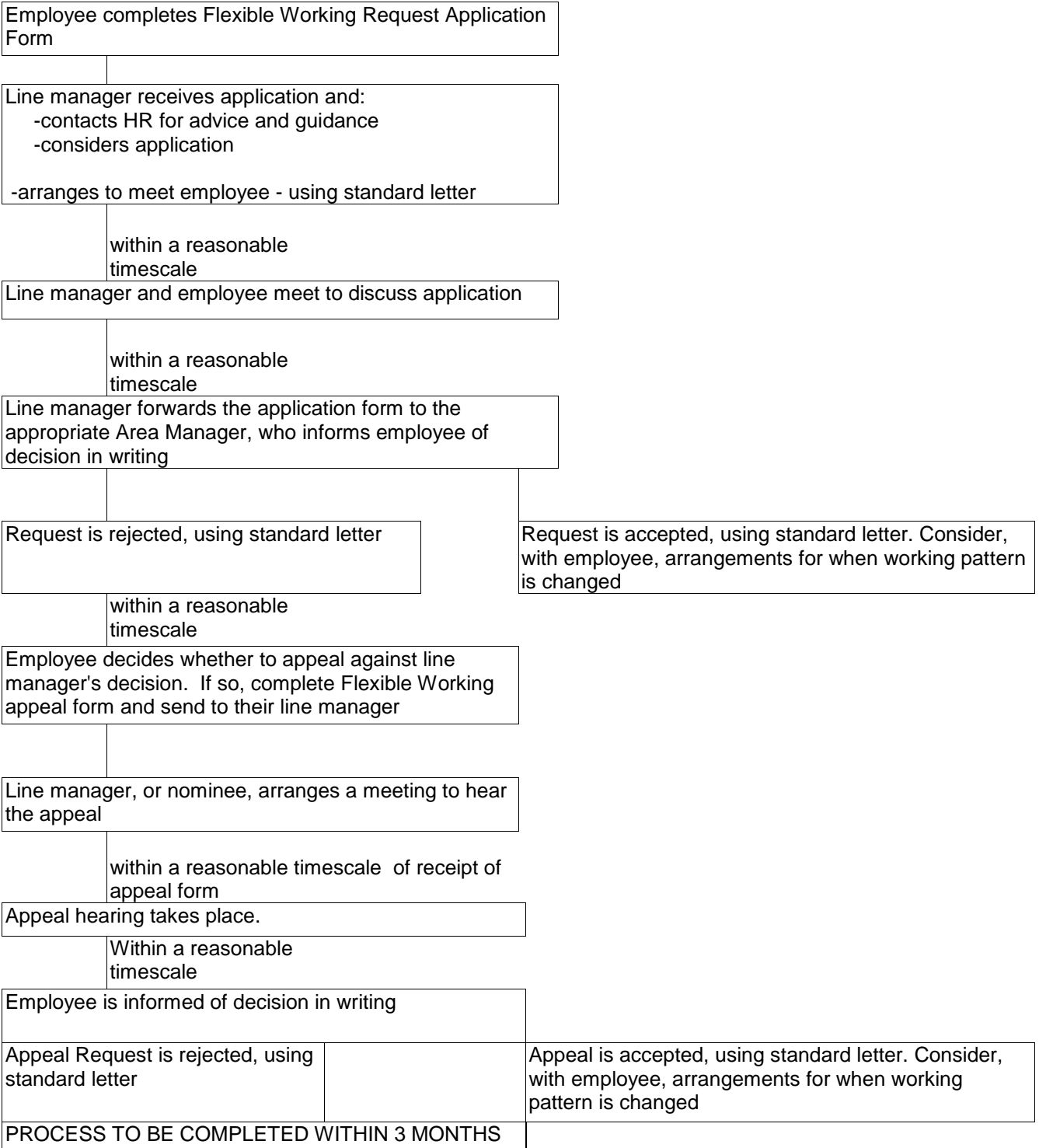
ANNEXE 8

APPEAL HEARINGS

- 1 The appropriate line manager and a senior member of the Human Resources who will act as a professional adviser, will hear the appeal.
- 2 The employee has the right to be accompanied to the hearing by a colleague or trade union representative. The employee must make the necessary arrangements for their representative to attend the hearing.
- 3 In exceptional circumstances witnesses may be called to the hearing. It is up to the employee and the line manager to make the necessary arrangements for their witnesses to attend. Any witnesses must withdraw after they have presented their evidence.
- 4 New information (which has not been included on the appeal form) must not be introduced at the appeal, as it will not be considered.
- 5 The appeal hearing will either uphold or dismiss the appeal. If possible, both parties will be verbally informed of the outcome at the hearing. The decision will then be confirmed in writing within a reasonable time.
- 6 If the appeal is upheld, the written decision must include the details of the new working pattern and the date of commencement. The relevant line manager will make the necessary arrangements for implementation.
- 7 If the appeal is dismissed, the written decision must clearly state the reasons for the decision and provide an explanation as to why the grounds for refusal apply in this case.

ANNEXE 9

FLOWCHART - REQUEST FOR FLEXIBLE WORKING ARRANGEMENT



APPENDIX B PROCEDURE FOR THE USE OF ANNUALISED HOURS CONTRACTS

INTRODUCTION

- 1 Working to an annualised hours arrangement simply means that rather than hours being contracted per week, they are contracted for the whole of the year on a permanent basis.
- 2 There is no such fixed unit as a “working day”, “working week” or “normal shift” rather the employee can more closely match their working patterns with any fluctuating workloads or personal commitments.
- 3 Depending on the needs of the service and in agreement with local management, annualised hours arrangements can be wholly flexible or a portion of working hours can be set, with the remaining element being open to flexibility. This facilitates greater flexibility for both employee and Authority, with the possibility of there being no need to work for a number of weeks during quiet periods and greater than standard hours in busy periods.
- 4 With specific respect to operational employees, managers and employees must pay particular attention to paragraphs 41 and 42 of the Flexible Employment policy.

EXAMPLE OF ANNUALISED HOURS ARRANGEMENT

- 5 Employee A currently works 37 hours per week, equating to 1930* per year (a year = 52.167 weeks for pay purposes). Irrespective of workload, service demands and the needs of the individual, s/he works this pattern week after week.
- 6 On changing to an annualised hours arrangement, the employee maintains the commitment to work 1930* hours over the full year but those hours can be worked flexibly to match any fluctuating workloads or personal needs throughout the year.
- 7 Following discussion into how the needs of the service can be met whilst introducing a degree of flexibility, the employee and line manager agree that s/he will work 20 hours per week, fixed over Monday, Tuesday and Wednesday (1043* hours) each year.
- 8 The remaining 887* hours will be worked flexibly over the year, following regular reviews between the employee and line manager to agree how to meet any fluctuation in workload and the employee’s personal needs.

*for simplicity of illustration, annual leave has not been taken into account in this example

DETAILS OF THE SCHEME

- Calculations follow the annual leave year ie 1 January/1 June to 31 December/31 May of each year. Arrangements implemented part-way through a year are administered as normal, with all working hours and annual leave being allocated on a pro-rata basis
- Individual arrangements can have a nil, small or large element of hours that are fixed per week / month with a complementary element of hours that can be worked flexibly over the full year
- Annualised hours contracts can be operated for full-time and part-time employees
- It is intended that the flexibility offered by this scheme provides benefits to both the individual and the service. In the day to day implementation of this scheme, employees are expected to reciprocate the flexible view on working patterns when service demands deem it appropriate
- Arrangements are intended to be permanent changes but where appropriate, they can be agreed for fixed terms e.g. during the undertaking of a specific project or due to a short term change in personal circumstances
- Working patterns, rest periods between shifts etc undertaken, as part of this procedure must not exceed the limits contained in paragraph 43 of the Working Time Regulations, detailed in the Flexible Employment Policy

SALARY IMPLICATIONS

9 Overall, pro-rata pay is not affected by an employee entering an annualised hours arrangement. Pay is calculated by:

- Follow the process detailed in paragraph 12 (pro-rata if commencing part-way through the year) to arrive at the proportion of working hours relative to a standard full-time employee in that group of staff e.g. a firefighter working an average 21 hour week would be 0.5

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- Multiplying this figure by the employee's annual salary (ie the grade for the post, taking into consideration the individual's incremental pay-point) relevant to the employee if they worked to a traditional full-time working pattern e.g. 0.5 of a full-time salary
- The annual salary due to the employee is simply divided by 12 and paid in 12 equal monthly instalments on the usual paydays. This 12th of annual salary is paid irrespective of the number of hours actually worked in a particular month. Any "under" or "over" payment will be cancelled out by the end of the year when the employee has completed the number of contracted annualised hours.

CALCULATING WORKING HOURS AND ANNUAL LEAVE

- 10 Employees working to annualised hours contracts benefit from the same level of annual leave as they would do on traditional contracts, including receiving any pro-rata extra credit attached to the grade, for long service, concessionary days, Bank Holidays etc.
- 11 To determine the working hours and annual leave due, the line manager must use the following process and equation (advice is available from HR):
- 12 Process
- Identify the standard weekly working hours **(A)** and the annual leave **(B)** (including all bank holidays, long service days etc) relevant to the employee if they worked to a traditional full-time working pattern e.g. a Firefighter after 5 years service works a 42 hour week (a daily average of 12 hours) and receives 41 days leave
 - Determine the average weekly working hours agreed under the annualised hours contract **(C)** e.g. if a Firefighter continues to work full time under an annualised hours contract, this would remain at 42 hours
 - Identify the average number of hours in a standard shift **(D)** if the employee worked to a traditional working pattern e.g. for a Firefighter, 12 hours ($9+15 / 2 = 12$)
 - Using the above information, make the following calculations:
 - To show the annualised hours as a proportion of full-time;
(C) divided by **(A)** = **(E)**
 - To show the annual leave (in hours) under the annualised hours contract:

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- (E) multiplied by (B) , multiplied by (D) = (F)
To show the number of hours to be physically worked;
 (C) multiplied by 52.167 weeks, minus (F) = (G)

Using the example shown of a full-time Firefighter, the equation would be:

- 42 divided by 42 = 1 (ie full time entitlement remains)
- 1 multiplied by 41, multiplied by 12 = 492 hours annual leave
- 42 multiplied by 52.167, minus 492 = 1699 hours to physically work (salary will be paid on 2191 hours)

TAKING OF ANNUAL LEAVE

- 13 As explained in **paragraph 9**, the employee is paid a figure each month that reflects both the hourly rate for the post plus a premium to cover a 12th of the employee's annual leave entitlement.
- 14 Therefore, as paid leave has been rolled-up into the monthly salary of employees on annualised hours contracts, they do not need to "book" it in order to ensure they receive payment in respect of their annual leave entitlement.
- 15 The annualised hours contract of employment clearly details to the employee the number of hours to be physically worked and the number of hours that will be rolled up as paid annual leave within the monthly salary. An example of the contract of employment is attached at **Annexe 1**.

MONITORING AND RECORDING OF HOURS WORKED

- 16 Line managers must implement a monitoring and recording system, using the pro-forma attached at **Annexe 2** that ensures both manager and employee are aware of working patterns being followed, the number of hours worked in the Year to Date and the balance available to be worked for the remaining year.
- 17 Although the line manager is ultimately accountable, both line manager and employee share the responsibility to monitor and plan carefully to ensure sufficient hours are available from the annual total to meet fluctuating workloads throughout the latter part of the year.

IMPLICATIONS ON RESIGNATION, TRANSFER OR REVERSION TO TRADITIONAL WORKING PATTERNS

- 18 If an annualised hours arrangement comes to an end, the line manager will need to calculate the outstanding balance of hours by reference to:
- the pro-rata hours that should have been completed by that stage in the year
 - minus the hours actually worked during the year
- 19 This calculation provides the line manager with the “closing balance” from which final pay can be calculated, after considering the following issues:
- If the employee is **transferring internally to another post within the authority** or simply remaining in the same post but **opting to return to traditional fixed working patterns**, then a monetary equivalent to the “closing balance” will need to be calculated by the **Payroll Section**. Any under or overpayment will be corrected in the employee’s pay for the final month of their annualised hours agreement so that no debits or credits are carried forward to the new role or working arrangement. Line managers must inform Human Resources of this in the usual way.
 - The line manager must also calculate the closing balance of annual leave. This is arrived at by calculating the annual leave accrued up to the date of change by reference to the number of hours actually worked and deducting any annual leave taken during the same period. Any debit or credit of annual leave must simply be carried forward to the annual leave card for the new post, informing **Human Resources** in the usual way.
 - If the employee is **leaving the Authority’s employment**, above still applies and the line manager must inform Human Resources of the closing balance of hours owed by the employee and the Leicestershire Fire and Rescue Service.
 - The line manager must also calculate the closing balance of annual leave as described above and notify Human Resources of this. As the employee’s employment will be ending, any under or over payment will be corrected in the employee’s pay for the final month.

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NB The above calculations do not affect the provisions contained in **Section 4 (C)** of the NJC for Uniformed staff (Grey Book) regarding the pro-rata calculation of annual leave for part-years.

ANNEXE 1

EXTRACT OF EMPLOYMENT CONTRACT FOR ANNUALISED HOURS WORKING

Remuneration

Your commencing salary will be a pro-rata equivalent toper annum within the salary range to

*As you will be working to an annualised hours contract on less than standard hours ie hours, this equates to/..... of a full-time annual salary. In addition, you are entitled to pro-rata paid annual leave appropriate to your staff group, as detailed under Holiday Entitlement.

You will receive hours annual pay in respect of paid work and hours annual pay in respect of annual leave due to you. (This gives a total of hours pay per annum

The hours annual salary, including payment in respect of annual leave due to you is paid in 12 equal monthly instalments on the usual pay days. This is paid irrespective of the number of hours actually worked in a particular month. Any “under” or “over” payment will be cancelled out by the end of the year when you will have completed the number of contracted weeks.

Holiday Entitlement

Your leave entitlement in a full leave year is hours, increased to hours after five years continuous service, plus pro-rata entitlement to **8** designated holidays. The leave year commences on ***1 January/1 June**. If you start or leave employment during the year you will be entitled to leave proportionate to the number of hours you have physically worked during the year. A deduction will be made from your final salary for leave taken beyond that accrued.

As paid leave has been rolled-up into your monthly salary, you do not need to “book” it in order to ensure you receive payment in respect of your annual leave entitlement.

* Delete as appropriate

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ANNEXE 2

ANNUALISED HOURS MONITORING SYSTEM

ANNUAL SETTLEMENT PERIOD (_____) _____

HOURS TO BE PHYSICALLY WORKED DURING YEAR / PART YEAR*

(Please refer to contract of employment for this figure)

Week No.	Week Ending (date)	Hours worked in Week	Cumulative Total for Year	Remaining hours to be worked	Week No.	Week Ending (date)	Hours worked in Week	Cumulative Total for Year	Remaining hours to be worked
1					27			0	0
2			0	0	28			0	0
3			0	0	29			0	0
4			0	0	30			0	0
5			0	0	31			0	0
6			0	0	32			0	0
7			0	0	33			0	0
8			0	0	34			0	0
9			0	0	35			0	0
10			0	0	36			0	0
11			0	0	37			0	0
12			0	0	38			0	0
13			0	0	39			0	0
14			0	0	40			0	0
15			0	0	41			0	0
16			0	0	42			0	0
17			0	0	43			0	0
18			0	0	44			0	0
19			0	0	45			0	0
20			0	0	46			0	0
21			0	0	47			0	0
22			0	0	48			0	0
23			0	0	49			0	0
24			0	0	50			0	0

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25			0	0	51			0	0
26			0	0	52			0	0

APPENDIX C PROCEDURE FOR TERM-TIME ONLY CONTRACTS

INTRODUCTION

- 1 Term-Time-Only contracts offer obvious benefits to staff that have child-care commitments as it allows employees to care for their children during school holidays.
- 2 Line managers must follow this procedure when pro-actively considering how to introduce Term-Time-Only contracts in their area or when met by a request from a member of staff or prospective employee.
- 3 With specific respect to operational employees, managers and employees must pay particular attention to paragraphs 41 and 42 of the Flexible Employment policy.

EXAMPLE OF A TERM-TIME ONLY CONTRACT

- 4 Employee A currently works full time throughout the year. Due to changes in his/her personal circumstances, he requests a change to his/her employment contract in order to allow him/her free time during school holidays.
- 5 Following discussions with their line manager and colleagues to agree how his/her workload can be managed during his/her absence, his contract is changed so that he/she works 37 hours per week for 39 weeks per year.

DETAILS OF THE SCHEME

- 6 The Term-Time-Only contract can be implemented for both full-time and part-time staff.
- 7 The number and pattern of weeks that are not worked can vary in line with the specific school the employee's child attends.
- 8 ***The number and pattern of hours of attendance during those weeks worked remain fixed, as appropriate to the post, subject to the use of the flexi-time scheme where appropriate.***

SALARY IMPLICATIONS

- 9 Overall, pro-rata pay is not affected by an employee entering into a Term-Time-Only contract. Pay is calculated by:
- Calculating the total weeks to be worked over the full year (pro-rata if commencing part-way through the year)
 - Calculating the annual leave due, inclusive of Bank Holidays and Concessionary days and adding this to the answer in (1). This provides the proportion of payable weeks relative to a standard full-time employee e.g. 42/52ths of a full-time salary (pro-rata if part-time hours are worked each week)
 - The annual salary due to the employee is simply divided by 12 and paid in 12 equal monthly instalments on the usual paydays. This 12th of annual salary is paid irrespective of the number of days actually worked in a particular month. Any “under” or “over” payment will be cancelled out by the end of the year when the employee has completed the number of contracted weeks.

CALCULATING ANNUAL LEAVE

- 10 Employees working to Term-Time-Only contracts benefit from the same level of annual leave, as they would do on traditional contracts, including receiving any pro-rata extra credit attached to the grade, for long service, Bank Holidays etc.
- 11 To determine the annual leave due, the line manager must use the following process (advice is available from Human Resources):

Process

- Identify the number of weeks the employee will be working e.g. 38
- Divide this answer by 52
- Determine the number of days annual leave the employee would receive if they worked full time, including Bank Holidays, concessionary days and any extra entitlement due to long service e.g. 35
- Multiply the answer in (2) by the answer in (3), rounding up to half days e.g. 38/52 multiplied by 35 = 26 days annual leave

TAKING OF ANNUAL LEAVE

- 12 As explained in paragraph 9, the employee is paid a figure each month that reflects both the hourly rate for the post plus a premium to cover a 12th of the employee's annual leave entitlement.
- 13 As paid leave has been rolled-up into the monthly salary of employees on Term-Time-Only contracts, they do not need to "book" it in order to ensure they receive payment in respect of their annual leave entitlement.
- 14 Under this scheme, all annual leave is believed to have been taken during the periods when the employee is not attending work ie during the school holidays. **Employees may be required to attend INSET days at the appropriate time.** If the employee wishes to take any time off during the weeks when they are contracted to work, this can be done in agreement with their line manager but they must either take it as unpaid leave or make the time up at a later date.
- 15 The Term-Time-Only contract of employment clearly details to the employee the number of weeks to be physically worked and the numbers of days that will be rolled up as paid annual leave within the monthly salary. An example of the contract of employment is attached at **Annexe 1**.

TIME-OFF OR WORKING DURING BANK HOLIDAYS

- 16 As detailed above, payment in respect of paid leave during bank holidays is rolled up into the employee's salary paid each month. As most bank holidays fall out of school term-time, the employee is already taking the time off, has already been paid for that leave and therefore no issue remains.
- 17 However, some bank holidays may fall during weeks when the employee should be attending work. If they do not attend work on the bank holiday, either out of choice or because the establishment is closed, then they will have been paid for that day twice, as they will have initially received their pro-rata entitlement to bank holidays in their rolled up salary payment.
- 18 In this occurrence, the employee must either take the day as unpaid leave or make up the hours at a later date.

IMPLICATIONS ON RESIGNATION, TRANSFER OR REVERSION TO TRADITIONAL WORKING PATTERNS

- 19 If a Term-Time-Only contract comes to an end, the line manager will need to calculate the outstanding balance of weeks by reference to:

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- the pro-rata weeks that should have been completed by that stage in the year
 - minus the weeks actually worked during the year
- 20 This calculation provides the line manager with the “closing balance” from which final pay can be calculated, after considering the following issues:
- If the employee is **transferring internally to another post within the authority** or simply remaining in the same post but **opting to return to traditional fixed working patterns**, then a monetary equivalent to the “closing balance” will need to be calculated by the Finance Department. Any under or overpayment will be corrected in the employee’s pay for the final month of their Term-Time-Only agreement so that no debits or credits are carried forward to the new role or working arrangement. Line managers must inform Human Resources of this balance in the usual way.
 - The line manager must also calculate the closing balance of annual leave. Special care needs to be taken as the rolled up salary only reflects so many (e.g. 38) 52ths of a full-time workers annual entitlement. If an employee leaves partway through a year and hasn’t had any time off, they will have accrued a 52th of annual entitlement for every week of the year to date.
 - This is arrived at by firstly calculating the annual leave accrued up to the date of change by reference to the number of weeks physically worked at this stage of the annual leave year. As detailed in (2), for each week physically worked, the employee will accrue a 52th of a full-time worker’s annual entitlement, rounding up to the nearest half day.
- 21 The line manager must then deduct any annual leave taken during the same period to arrive at the closing balance. Remember, that not all time off in this contract is paid annual leave. To calculate how much annual leave has been used from any period where the employee has not worked, the line manager must use the following equation:
- Identify how many weeks the employee doesn’t work in a full Term-Time-Only year e.g. $52 - 38 = 14$ weeks not worked.

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- Identify how many days annual leave the employee accrues (inclusive of bank holidays etc) in a full year's Term-Time-Only contract (e.g. 26 days)
 - This gives the ratio of paid leave for each week the employee doesn't work. In the above example, for every week the employee doesn't work, a 14th of 26 days is paid annual leave. The remainder is simply weeks the employee has not been contracted to work – it is not paid annual leave, nor is it formal unpaid leave.
 - To continue the example, if the above employee had not worked for 6 weeks out of the year to date, they would have used 6/14ths of their 26-day annual leave entitlement ie 11 days.
- 22 Any debit or credit of annual leave must simply be carried forward to the annual leave card for the new post, informing Human Resources in the normal way
- 23 If the employee is **leaving the Authority's employment**, the above still applies and the line manager must inform Human Resources of the closing balance of hours owed by the employee to the Authority.
- 24 The line manager must also calculate the closing balance of annual leave as described above and notify this to Human Resources. As the employee's employment will be ending, any under or over payment will be corrected in the employee's pay for the final month.

ANNEXE 1

EXTRACT OF EMPLOYMENT CONTRACT FOR TERM-TIME-ONLY WORKING

Remuneration

Your commencing salary will be a pro-rata equivalent toper annum within the salary range to

As you will be working during school term times only, this equates to 38/39 weeks per year. In addition, you are entitled to pro-rata paid annual leave appropriate to your group of staff, as detailed under Holiday Entitlement.

You will therefore receive 38(39)/52 of the above salary in respect of paid work and days pay in respect of annual leave due to you.

The annual salary, including payment in respect of annual leave due to you is paid in 12 equal monthly instalments on the usual pay days. This is paid irrespective of the number of days actually worked in a particular month. Any “under” or “over” payment will be cancelled out by the end of the year when you will have completed the number of contracted weeks.

Holiday Entitlement

Your leave entitlement in a full leave year is working days, increased to days after five years continuous service, plus pro-rata entitlement to 8 designated holidays. The leave year commences on *1 January/1 June. If you start or leave employment during the year you will be entitled to leave proportionate to the number of complete months service during the year. A deduction will be made from your final salary for leave taken beyond that accrued.

As paid leave has been rolled-up into the monthly salary of employees on Term-Time-Only contracts, you do not need to “book” it in order to ensure you receive payment in respect of your annual leave entitlement.

Under this scheme, all annual leave is deemed to have been physically taken during the periods when you are not attending work ie during the school holidays. If you wish to take any time off during the weeks when you are contracted to work, this can be done in agreement with your line manager but you must either take it as unpaid leave or make the time up at a later date.

APPENDIX D PROCEDURE FOR CAREER BREAKS

INTRODUCTION

- 1 The Leicestershire Fire and Rescue Service is committed to Equal Opportunities and the provision of flexible employment practices that help employees to achieve a better work-life balance.
- 2 In support of this, the following Career Break Scheme offers staff the opportunity to take a planned period of unpaid time off work to concentrate on alternative personal priorities. These would normally fall into one of the following categories, but requests for other reasons may be considered in exceptional circumstances: -
 - Care for a pre-school child/children
 - Care for an elderly relative
 - During the serious illness of a close relative
 - Study for further qualifications
 - Travel abroad / accompanying a partner working abroad
- 3 It is envisaged that the provision of this scheme will enhance the commitment, motivation, morale and retention of experienced staff that may otherwise leave due to such priorities.

ELIGIBILITY

- 4 Staff who will have completed 1 year's service by the date they wish to commence the career break may be granted a career break of between 3 months and 1 year, regardless of the number of hours they work.
- 5 Employees can take a maximum of 2 career breaks with a minimum requirement of 2 years service between each break.
- 6 Where an employee requires less than 3 months off, the use of annual leave, unpaid leave or other approved leave should be considered.

APPLICATIONS

- 7 Applications should be made at least 6 months in advance using the Application Form – Career Breaks in Annexe 1 referring to these guidance notes and also referring to paragraphs 7 – 25 of the Procedure for dealing with Flexible Working requests which are contained in Appendix A – Application for Flexible Working.

- 8 In addition to the points listed in paragraph 2 of the procedure, line managers must also consider:
- Arrangements for keeping in touch during the Career Break. This will include keeping the individual on the circulation list for newsletters and circulars, encouraging the use of Leicestershire Fire & Rescue Service information facilities, and invitations to social functions.
 - Arrangements for the individual to continue with their academic or professional developments relevant to the post during the career break, as required.
- 9 Once an application for a career break has been accepted, the line manager will make the necessary arrangements to ensure that the post is temporarily filled (or the work is temporarily covered).

TERMS AND CONDITIONS

- 10 The period of the career break will not be regarded as a break in service, although it will not count as reckonable service for such provisions as annual leave entitlements, incremental progression and contractual redundancy pay etc.
- 11 The career break provisions do not affect employee rights regarding previous service following a break for maternity reasons, or reasons concerned with caring for children or other dependants as outlined in Part 2, Section 14 of the NJC Conditions of Service (Green Book).
- 12 The employee will not be permitted to undertake paid work for any other organisation during the career break without prior consent in writing from the Leicestershire Fire and Rescue Service. Doing so may be considered to be a breach of contract resulting in disciplinary action.
- 13 If an employee has secondary employment and intends to continue in this employment throughout the career break, it should be brought to the attention of the relevant Manager.
- 14 The return to work will be subject to medical clearance. This may involve a medical examination.
- 15 The employee may be required to undertake a period of re-training upon returning to work.

PENSION

- 16 Employees must consider the implications to their individual pension entitlement as described in paragraphs 43 to 46 of the overall policy on Flexible Working prior to the commencement of their career break.

RETURN TO WORK

- 17 Employees taking a Career Break will have the right to return to employment with the Leicestershire Fire & Rescue Service. This will be a return to their previous post where possible or a suitable alternative position when taking into account any organisational changes that may occur during the career break period. **For example, employees returning to work may be required to work at a different location within the authority.**
- 18 Employees will be required to confirm in writing their intention to return to work on the specified date 2 months in advance of that date.

RESIGNATION

- 19 If an employee decides, at any time during the career break, not to return to work, notice must be given in accordance with the appropriate conditions of service.

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*I approve the above Career Break Request
*I do not approve the above Career Break Request (State Reason)

*delete where appropriate

Area Manager: _____
Print Name

Area Manager: _____
Signature

Further advice can be obtained from HR prior to signature

This form should be returned to the Deputy Chief Fire and Rescue Officer for final approval.

DCFO _____ DCFO _____ Date: _____
Print Name Signature

THIS FORM SHOULD BE SENT TO HUMAN RESOURCES FOR MONITORING PURPOSES

H.R. Business Partner: _____ H.R. Business Partner: _____
Print Name Signature

Date: _____

Operational Support Team informed: _____
Date:

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ANNEXE 2

CAREER BREAKS – APPEAL FORM

To: (Area Manager)	
Employee details:	
NAME	
EMPLOYEE NUMBER	
JOB TITLE	
PLACE OF WORK	
I wish to appeal against your decision to refuse my application for flexible working. I am appealing on the following grounds:	
Please give as much information as possible	
Signed:	Dated:

APPENDIX E PROCEDURE FOR FLEXIBLE WORKING HOURS SCHEME

PARTICIPATION

- 1 All support employees grade I and below may participate in the scheme. Please note if you are part time and work pre-determined hours it is likely you are **not** eligible, however in all cases your contract of employment will tell you whether or not it applies to you. If you are still unsure please contact the relevant HR Business Partner. In addition, Heads of Department may decide that certain employees may not participate i.e. where participation would have a detrimental effect on the service or would incur additional expenditure.
- 2 Employees may, from time to time, be required to attend at specific times to meet the needs of the service.
- 3 Any abuse of the scheme by dishonesty or deliberate non-co-operation will lead to disciplinary action, which will be reversion to standard hours (see Paragraph 1 above) and the person will continue to complete an electronic flexi sheet. Further action could be taken in accordance with the Authority's disciplinary procedure, dependent upon the circumstances of the case.

ADMINISTRATION

- 4 Participants are required to complete an electronic flexi sheet and to book in and out as if a mechanised scheme was in operation.
- 5 Line managers are responsible for checking and certifying completed sheets and will assist with any problems or enquiries employees have about the scheme.
- 6 You must record all the time you work, in hours and minutes on an electronic flexi sheet. Please be advised, there is a master sheet including guidance notes for use available [here](#) or on SharePoint in forms/human resources. You must save a copy locally on your machine before use.

THE SCHEME

- 7 The working day is divided as follows: -

CORE TIME

- 7 Employees must be at work between 0930 hrs and 1200 hrs and 1400 hrs and 1630 hrs (1600 hrs Fridays).

FLEXI TIME

- 8 Employees may start work between 0800 hrs and 0930 hrs and finish between 1630 hrs (1600 hrs Fridays) and 1800 hrs. A lunch break of between 30 minutes and 2 hours must be taken between 1200 hrs and 1400 hrs.

The period 0800 hrs – 1800 hrs is known as the **bandwidth**.

SETTLEMENT PERIOD

- 9 Contractual hours must be worked but these are averaged over the settlement period, which is a calendar month. A credit or debit of time may be carried forward to the following month as follows: -

Credit	up to 11 hours
Debit	up to 5 hours

- 10 Any hours accumulated in excess of 11 will be lost. Any debit above 5 hours may lead to disciplinary action. In exceptional circumstances these limits may be exceeded with the permission of the Head of Department.

FLEXILEAVE

SUPPORT STAFF

- 13 Flexi leave (i.e. time off in core time) may be taken, with the permission of the line manager, provided minimum credits of time are carried forward from the previous month as follows: -

Minimum Credit	Minimum Permitted Flexi leave
2 ½ hours	One half day (i.e. 2½ hours of core time)
5 hours	One full day (i.e. 5 hours of core time) or 2 half days

EMPLOYEES ON GREY BOOK CONDITIONS

- 14 Flexi leave may be taken with the permission of the line manager.

ABSENCE ON ANNUAL/SPECIAL LEAVE, SICKNESS AND COURSES

SUPPORT STAFF

- 15 If you are a full time employee 7 hours 24 minutes and 3 hours 42 minutes should be credited for a full and half day's absence respectively. No more than 7 hours 24 minutes per day may be credited in respect of absence on a training course irrespective of the amount of time spent on the course. If you are a part time employee you must enter the hours of annual leave, sickness, absence on courses or special leave as appropriate based on the hours you would normally work on the day you were absent.

EMPLOYEES ON GREY BOOK CONDITIONS

- 16 9 hours 33 minutes and 4 hours 46.5 minutes should be credited for a full and half day's absence respectively. No more than 9 hours 33 minutes per day may be credited in respect of absence on a training course irrespective of the amount of time spent on the course.

WORK OUTSIDE THE BANDWIDTH

- 17 Hours worked outside the bandwidth may only be credited with the permission of the Head of Department.
- 18 In certain circumstances, where the nature of duties requires work outside the bandwidth on a regular basis, permission may be sought from the Head of Department to start work after the beginning of core time or finish before the end of core time.

TRAVELLING TIME

- 19 Where an employee travels directly between home and location other than his or her normal base, either at the beginning or end of the working day, the following rules will apply: -
- If the travelling time is **less** than the average travelling time between home and normal base, travelling time will **not** be counted as hours worked.

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- If the travelling time is **greater** than the average travelling time between home and normal base, the **additional** time may be counted as hours worked.

VISITS TO DOCTOR, DENTIST, WELL WOMEN CLINICS, MASS X-RAY UNITS ETC

- 20 Where circumstances make it necessary to make medical visits in official time, time taken of up to 3 hours may be credited with the permission of the line manager. For appointments that last longer than 3 hours may be recorded as either a half-day or a full day sick or alternatively unpaid leave. Please also refer to paragraph 283 of Service Procedure Human Resources – Other Leave.

LEAVING THE SCHEME

- 21 When an employee leaves the scheme for any reason, hours in credit or debit should be reduced to zero.

APPENDIX F PROCEDURE FOR THE USE OF JOB SHARE CONTRACTS

INTRODUCTION

- 1 The job share procedure aims to promote and facilitate flexible employment practices, improving the work-life balance whilst recognising the needs of the service.
- 2 The procedure applies to all posts.
- 3 Employees most commonly request to work either part-time or job share. These are defined below.

Part-time working

- 4 Part-time employees are those who are contracted to work for any period less than the normal basic full time hours i.e. less than 37 hours per week.

Job sharing

- 5 Job sharing is an arrangement where two people share the duties and responsibilities of one full-time post. The salary and conditions of service of the post are shared between the job sharers in proportion to the hours they work. Each job sharer has a common job description and person specification but has an individual contract of employment. Its main characteristics, therefore, are pro-rata terms and conditions and the deliberate division of a job, which would normally be the sole responsibility of a single employee. Each employee is contractually required to communicate with and support his or her job share partner effectively, and be jointly responsible for ensuring the post runs as effectively as if one person occupied it.
- 6 In this sense, job sharing differs from part-time working as the latter occurs when the duties of a job can be carried out in less than 37 hours per week, and the employee has sole occupancy and responsibility for the post.

APPLICATIONS TO VACANT POSTS

- 7 All vacancies that arise to which the procedure may apply shall be advertised in accordance with Recruitment Policy, with the possibility for job share. The number of job share partners for each post shall be limited to no more than two.
- 8 Applicants for vacancies that have the possibility for job share shall specify their preferred job share option, if any, on the application form.
- 9 If the successful applicant for a vacancy has indicated they prefer job share then the remainder of the post shall in the first instance be offered on a job share basis to other suitable applicants that have been interviewed. If the post cannot be filled in this way the post shall be offered to the successful applicant on a full time basis and then to other suitable applicants on the same basis. Thereafter the post shall be re-advertised.
- 10 Applicants for vacancies that show a preference for job share shall receive no less favourable selection consideration than applicants who show a preference for full time employment and vice versa.

APPLICATIONS FROM EXISTING EMPLOYEES

- 11 Employees in posts eligible for job share may make an application for job share once they have 26 weeks continuous service using the Application for Flexible Working Procedure. The application shall be made in writing to the relevant line manager.
- 12 The application shall be in line with the Flexible Working Policy and application guidance. The proposed start date must be at least eight weeks in advance of the date of application.
- 13 The relevant line manager shall consider the application and forward the application to the Head of Human Resources with recommendations as to whether the job sharing arrangements proposed would be acceptable. Refusals must not be given without first consulting with Human Resources.
- 14 If a request for job share from an existing employee is acceptable arrangements shall be made to appoint a job share partner. The existing employee shall continue to fulfill their contractual obligations until such time as a job share partner is found. If a job share partner cannot be appointed then the job share application shall be refused.

WHAT IF A JOB SHARER LEAVES?

- 15 If a job share partner leaves, and the Authority decides their hours are still required to be covered, the remaining job share partner shall be given the opportunity to continue on a full time basis. If that option is not taken up then all reasonable attempts shall be made to fill the vacant post.
- 16 If the post cannot be filled the remaining job share partner shall be offered redeployment if it is available or, as a last resort, have their job share contract terminated.

RETURN TO FULL-TIME EMPLOYMENT

- 17 A job share partner may apply to return to full time employment as and when an equivalent full time post becomes vacant in accordance with the Recruitment Policy. The job share partner shall not, however, receive favourable treatment and their application shall be considered in the same way as other applicants for the vacant post.
- 18 A job share partner may apply for promotion or other vacancies in the normal manner.

CONTRACT OF EMPLOYMENT

- 19 Changes to an employee's working arrangements i.e. a change to their hours of work and/or pattern of working will require a formal revision/amendment of her/his contract of employment. For example, employees entering into a job share arrangement will require each individual to have a new contract of employment. Line managers should contact Human Resources to ensure that individual's have their contracts revised/amended.
- 20 All national and local conditions of service shall apply to job share partners in exactly the same way as to full time employees. The only exception to this shall be where pro rata entitlements apply.

WORKING HOURS

- 21 Job share partnerships shall cover the full time hours designated for the post in question.

- 22 In respect of posts that are conditioned to a Monday to Friday week and normal office hours the work cycle for each job share partner shall be approved by the relevant Head of Department in liaison with Human Resources.
- 23 In terms of job sharing, the agreed total number of hours should not exceed those prescribed for the post. The most common arrangements are:
- Daily sharing (mornings only)
 - Daily sharing (afternoons only)
 - Part week (Monday to Wednesday / Wednesday to Friday)
 - Alternate days (over 2 week rota)
 - Week 1 - Monday, Wednesday, Friday
 - Week 2 - Tuesday, Thursday

Any overlap of hours will be achieved within the normal established total hours.

- 24 In respect of posts that are conditioned to a shift system (such as the 42 hour week shift system) each job share partner shall normally work an equal number of whole day and night shifts in each shift pattern.

Flexible working hours

- 25 The procedure for the Flexi-time Scheme, suitably adjusted, may be applied to eligible posts on reduced hours. The line manager should ensure that arrangements are made consistent with the procedure.

ANNUAL LEAVE AND PUBLIC HOLIDAYS

- 26 Annual leave entitlement inclusive of annual leave and public holidays shall be pro-rata to the employee's contract hours and calculated in hours rather than days.

- 27 Where an employee's entitlement is in deficit (e.g. because she/he works on a Monday when most public holidays fall) she/he may have to use some of their annual leave entitlement to cover the shortfall. Alternatively, an adjustment for eligible employees could be made through the procedure for the Flexi-time Scheme, the employee could work extra hours or the employee could take unpaid leave.
- 28 Where an employee's entitlement is in credit (i.e. because they have entitlement on a day that they would not normally work) then she/he will be entitled to the excess as additional leave. As this "excess" will have already been included in the calculation of annual leave entered on the employee's annual leave card, the employee or line manager requires no further action.
- 29 Such days shall be incorporated into any block leave system that is applicable.
- 30 When an employee's hours are reduced then annual leave entitlement in the leave year this occurs will be calculated on a pro-rata basis. This will be done using the full-time hours, the part-time hours and the proportion of the leave year that the employee is full or part-time.
- 31 Increments, where payable, will be awarded on a pro-rata basis according to hours worked.
- 32 Operational based employees choosing this option will be required to take block leave together.

OCCUPATIONAL SICK PAY ALLOWANCES

- 33 The rules of the appropriate Conditions of Service will apply. Entitlement to allowances shall be calculated pro-rata to hours worked and in accordance with the employee's length of service.

PAY AND GRADING OF POSTS

- 33 Employees working reduced hours will be paid pro-rata to the full-time rate of pay (for the job) for the number of hours they work.

- 34 The commencing salary for job share appointees will be appropriate to the qualifications and/or experience. Individual job sharers may, therefore, be offered different rates of pay if there is a scale for the post.

OVERTIME

- 35 When an employee working reduced hours is asked to work more than their contracted hours but not beyond the normal basic hours of a comparable full-time employee, she/he will be paid the extra time at plain time rate.
- 36 Payment for approved additional hours at an enhanced rate will apply in circumstances when it would also apply to a comparable full-time employee.

PENSION SCHEME

- 37 The Local Government Pension Scheme benefits are calculated according to reckonable service and the final years' earnings on which contributions are paid. In the case of an employee working reduced hours, the reckonable service is reduced pro-rata. For an example, if an employee works half time for six years, then reckonable service for that period is 3 years. The final years' earnings are based on the full-time salary.
- 38 Pension payments and entitlements will vary according to individual circumstances. Advice on such matters can be provided from Human Resources. However, employees must also consult directly with their Pension provider, before making any decision.
- 39 It is a requirement of the Firefighters' Pension Scheme that if a member wishes to work on a part-time basis they pay pension contributions equivalent to 11 per cent of their pensionable pay and therefore will only be accruing part-time pensionable service.
- 40 Employees must consider the implications to their individual pension entitlements referred to in paragraph 38 above and as described in paragraphs 34 – 42 to the overall policy on flexible working prior to the commencement of Job Share.

CAR ALLOWANCE (IF APPLICABLE)

- 41 The car allowance scheme will be applied to appropriate posts, which have reduced hours (including job share posts).

COVER FOR ABSENCE

- 42 In the case of absence from work of one of the job share partners, other than for short-term sickness or authorised leave entitlement, arrangements shall be made to cover the duties and responsibilities of the absentee wherever possible. This will be done in consultation with the other job share partner who may agree to undertake all or some additional duties or hours of work, or adjust their attendance times for a short period.
- 43 In respect of long-term absences temporary appointments shall be made or workload reallocated elsewhere in the organisation wherever possible.
- 44 Any additional hours worked by a job share partner will be paid at the plain time rate up to the full time hours for the post in question.

TRAINING NEEDS

- 45 Employees working reduced hours should have access to training and development as the same basis as full-time employees.
- 46 Where a job relies on regular training in order to maintain competencies, job share employees shall be expected to attend work additional to their normal pattern of work in order to undertake additional training where required. Payment for such training shall be at plain time rate if their full time comparators would have been paid for attending the same training.
- 47 Where necessary, job share partners shall attend work together to undertake necessary training.

APPEALS PROCEDURE

- 48 In case of an issue relating to the job share procedure where there is a difference that cannot be resolved, the employees concerned should invoke the **Flexible Working Appeals Procedure – See paragraphs 13 to 17 of Appendix A.**

APPENDIX G PROCEDURE FOR THE USE OF COMPRESSED HOURS CONTRACTS

INTRODUCTION

- 1 Working to a Compressed Hours arrangement simply means that although the employee continues to work the full-time hours standard to their group of staff, they are worked over less days per week.
- 2 Depending on the needs of the service and in agreement with local management, compressed hours arrangements can be wholly flexible or a portion of working hours can be set, with the remaining element being open to flexibility.
- 3 With specific respect to operational employees, line managers and employees must pay particular attention to paragraphs 32 and 33 of the Flexible Employment policy.

EXAMPLE OF COMPRESSED HOURS ARRANGEMENT

- 4 Employee A currently works 37 hours per week, over 5 days, Monday to Friday.
- 5 On changing to a compressed hours arrangement, the employee maintains the commitment to work 37 hours per week but those hours are now to be worked over 4 flexible days per week, to meet the fluctuating demands of the service.
- 6 Following discussion into how the needs of the service can be met whilst introducing a degree of flexibility, the employee and manager agree that s/he will work 37 hours over 4 days per week, fixed over Monday & Tuesday and either Wednesday, Thursday or Friday or each week.

DETAILS OF THE SCHEME

- 7 Individual arrangements can have a nil, small or large element of hours that are fixed per day with a complementary element of hours that can be worked flexibly over the rest of the week.
- 8 Compressed hours contracts can be operated for full-time and part-time employees.

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- 9 It is intended that the flexibility offered by this scheme provide benefits to both the individual and the service. In the day to day implementation of this scheme, employees are expected to reciprocate the flexible view on working patterns when service demands deem it appropriate
- 10 Arrangements are intended to be permanent changes but where appropriate, they can be agreed for fixed terms e.g. during the undertaking of a specific project or due to a short term change in personal circumstances
- 11 Working patterns, rest periods between shifts etc undertaken as part of this procedure must not exceed the limits contained in the Working Time Regulations, detailed in the Flexible Employment Policy

SALARY IMPLICATIONS

- 12 Overall, pro-rata pay is not affected by an employee entering a compressed hours arrangement. Pay is simply calculated on the number of hours worked per week and the fact that these hours may be worked over less days than in standard working patterns is irrelevant.

CALCULATING ANNUAL LEAVE

- 13 Employees working to compressed hours contracts benefit from the same level of annual leave as they would do on traditional contracts, including receiving any pro-rata extra credit attached to the grade, for long service, concessionary days, Bank Holidays etc.
- 14 However, as compressed hours can lead to irregular lengths of days being worked or days being longer than those for standard working patterns, annual leave must be calculated and taken in hours rather than days. To determine the annual leave due, the line manager must use the following process and equation (advice is available from HR):
 - 15 Process
 - Identify the standard weekly working hours **(A)** and the annual leave **(B)** (including all bank holidays, long service days etc) relevant to the employee if they worked to a traditional full-time standard working pattern e.g. a member of Support staff with less than 5 years service working a 37 hour week (over 5 days) and receives 32 days leave

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- Determine the average weekly working hours agreed under the compressed hours contract **(C)** e.g. if a member of Support staff continues to work full time under a compressed hours contract, this would remain at 37 hours
- Identify the average number of hours in a standard shift **(D)** if the employee worked to a traditional working pattern e.g. for Support staff, this would be 7.4 hours
- Using the above information, make the following calculations:
 - To show the compressed hours as a proportion of full-time;
 $(C) \text{ divided by } (A) = (E)$
 - To show the annual leave (in hours) under the compressed hours contract:
 $(E) \text{ multiplied by } (B), \text{ multiplied by } (D) = (F)$

Using the example shown of a full-time member of Support staff, the equation would be:

- 37 hours divided by 37 hours = 1 (ie full time entitlement remains)
- 1 multiplied by 32 days, multiplied by 7.4 = 237 hours annual leave

TIME-OFF DURING BANK HOLIDAYS

- 16 Some bank holidays may fall during days when the employee should be attending work. If they do not attend work on the bank holiday, either out of choice or because the establishment is closed, then they will have been paid for that day twice, as they will have initially received their pro-rata entitlement to bank holidays in their inclusive annual leave card.
- 17 In this occurrence, the employee must book the day as annual leave in order to bring the annual leave card back into balance.

IMPLICATIONS ON RESIGNATION, TRANSFER OR REVERSION TO TRADITIONAL WORKING PATTERNS

- 18 There are no special considerations in respect of an employee ending or transferring their compressed hours contract partway through an annual leave year. The line manager simply calculates pro-rata entitlement to annual leave in the usual way, as would be undertaken for an employee working to a standard pattern.