



# **POLICY ON HOURS OF WORK, OVERTIME, RELATED ALLOWANCES AND FLEXIBLE WORKING**

**We will provide this policy on request at no cost, in large print, in Braille, on tape or in another non written format.**



# Hours of Work, Overtime, Related Allowances & Flexible Working Hours Policy

## 1. POLICY PURPOSE

This policy sets out the details of the hours of work, overtime and related allowances incorporating job sharing and part-time working policies for employees of West Lothian Housing Partnership (WLHP).

## 2. POLICY APPLICABILITY

This policy applies in respect of all WLHP employees.

## 3. POLICY PRINCIPLES

WLHP aims to ensure that the working practices adopted reflect WLHP's commitment to flexibility and fairness with regard to hours of work, overtime and related allowances. Working practices will be developed to benefit both WLHP and its employees and to help achieve work-life balance.

Work in excess of the normal working hours is discouraged and employees shall not be required to consistently work overtime. However, service demands will sometimes make overtime unavoidable. Employees will be expected, but not compelled, to work overtime when called upon to do so by management. Other employees may have a requirement to work overtime as an express condition of their employment.

To maintain a strict control of overtime working, all overtime must be authorised in advance by the Head of Service, a designated depute or appropriate senior officer.

To ascertain the basic rate of pay for overtime purposes, normal annual salary shall be divided by 1885 for 35-hour workers. The base of calculation of the overtime rate of an employee shall be the actual salary, subject to a maximum of SCP 39, except in the case of contractual overtime when the limit will not apply.

Extra time of less than half an hour in one day will not count as overtime. All overtime of half an hour or more on any one day will be aggregated for each week and only completed half hours will be paid.

Work on a public holiday in addition to the normal hours for the day shall rank as overtime and will be paid at a rate of double time in complete recompense.

## 4. NON-SHIFT WORKERS

A non-shift worker is an employee who works generally accepted industrial hours each day, normally worked over 5 days, Monday to Friday.

### 4.1. Hours of Work

The normal working week will be 35 or 37 hours (exclusive of meal times and contractual overtime) and shall be worked in not more than 5 days, including Saturdays and Sundays, if required. The number of working hours in a week may exceed 35/37 (as appropriate) at certain periods; however, the average over a year should not exceed 35/37 (as appropriate) hours per week.

### 4.2. Night Working

A non-shift worker required to work at night, as part of the normal working week, shall be paid an allowance at the rate of time and one third for all hours worked between 2000 hrs and 0800 hrs. The allowance for night work is not payable to employees in receipt of allowances for irregular or unsocial hours working.

### 4.3. Split Duty

A non-shift worker who is required to make more than one attendance to complete a normal daily duty, with a break between attendances of not less than 2 hours (including any normal break for meals), and where the normal daily period from the beginning of the first attendance to the end of the last attendance exceeds 11 hours, shall be entitled to an additional allowance of 9 pence for each hour of such duty. This allowance shall not be taken into account in calculating payment in respect of overtime or any other additional payment.

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### **4.4. Unsocial Hours**

A non-shift worker (not qualifying for the night work rate) required to work "standard" hours Monday to Friday from 2000 hrs to 0600 hrs shall be paid a supplement of one fifth of the hourly rate for the hours worked during this period. The supplement is subject to the merger of any split duty or overtime payment payable.

### **4.5. Irregular Hours Working**

A non-shift worker required to work outside the period 1.5 hours before or after normal working hours in the period Monday to Friday as part of the normal working week shall be paid an allowance as follows:-

- for an average of 4 hours to 8 hours a week: 7.5% of salary;
- for an average of 8 hours a week or more: 10% of salary.

The allowance for irregular hours shall only apply to employees whose normal established working pattern satisfies the above conditions and whose salary scale does not include recognition of the irregular hours commitment.

The allowance for irregular hours is not payable to employees in receipt of night or shift work allowances.

Irregular hours allowances shall be paid, where appropriate, to employees employed on a part-time or job sharing basis.

In view of the variances in opening hours in departments, and for the purposes of determining eligibility to the payment of irregular hours allowance, normal opening hours will be deemed to be those that operate within the department concerned.

### **4.6. Weekend Duty**

A non-shift worker who is required to work, other than overtime, between midnight on Friday and midnight on Sunday, shall be paid enhanced rates for worked hours as follows:-

- Saturday Time and a Half for actual hours worked;
- Sunday Double Time for actual hours worked.

***Sections 6 to 15 below apply to the workers described above in this Policy (unless otherwise indicated).***

## **5. REST DAY/FREE DAY**

These are defined for the purposes of calculating overtime payments. During an employee's non-working period one day will be designated a Rest Day while all other non-working days will be designated as Free Days. Where one of the non-working days/periods is a Sunday, this is considered the first working day and will be deemed to be the Rest Day. Otherwise, the first non-working day will be designated as the Rest Day.

## **6. OVERTIME DEFINED**

Time worked in addition to the normal working hours for each shift (outside of flexible working boundaries where appropriate) shall count as overtime.

Extra time of less than half an hour in any one day will not count as overtime. All overtime of half an hour or more for any one day will be aggregated each week and only completed half hours will be paid.

To maintain control of overtime working, all overtime must be authorised in advance by the Head of Housing.

## **7. OVERTIME PAYMENT**

The following rates will be paid (with an additional unsocial hours premium, where appropriate, in the case of non-shift workers):-

- For overtime worked on rest days: double time. There will be a minimum payment of 2 hours calculated at double time rate;

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- For overtime worked on public holidays: double time (for day-shift and non-shift workers);
- For overtime worked within 8 hours and outwith 2 hours before the normal start time of a shift: double time \*;
- For overtime worked on free days: time and a half. There will be a minimum payment of 2 hours calculated at time and a half;
- Any other overtime: time and a half.

Payment for overtime should not be made for any duty in respect of which a subsistence allowance is paid.

Where agreed by the employee and the line manager, time off in lieu (Toil) at non-enhanced rates may be granted as an alternative to payment.

For overtime worked on a Sunday, a designated rest day or on a public holiday, payment shall be at double time rate. On Sunday or a designated rest day, a minimum payment equal to 4 hours at single time rate shall be made except in cases where the day is of a casual supervisory nature, when actual hours of overtime shall be paid at the rate of double time.

\* Where a non-shift worker works overtime at a time which is more than 2 hours before normal starting time, the rates payable for all hours worked after midnight shall be double time plus an additional unsocial hours premium up to 0600 hrs. From 0600 hrs until normal starting time will be paid at Double Time.

### **8. RECALL TO WORK**

A worker who has ceased work and left the place of employment before being recalled to work, or who has been notified before ceasing work to return after the normal finishing time of the shift, shall be paid for the time worked in accordance with overtime and allowance guidelines.

A worker who is required to start work at a time which is before the normal start time of his/her next shift, shall be paid for the time worked in accordance with overtime and allowance guidelines.

Where an employee is recalled to work and is not required, or where the employee is required for less than 2 hours, a minimum payment of 2 hours at the rate appropriate to the day and time of the callout will be made.

### **9. WORK ON A PUBLIC HOLIDAY**

A worker who is required to work on a public holiday (between 2000hrs and 0800hrs the following day, in the case of a night-shift worker) as part of the working week shall, in addition to the normal pay for the day, be paid:-

EITHER

At single time rate for the time actually worked within normal working hours and either one or one half day (night, in the case of a night-shift worker) off (one night day, in the case of non-shift workers) in lieu at a later date (dependant on whether hours worked exceed 4 hours and (in the case of day-shift workers) whether or not more than one attendance was required in both morning and afternoon).

OR

At double time rate for the time actually worked within the normal working hours, with no time off in lieu (TOIL).

Day-shift managers working shifts may not be required to work public holidays. If required to work, time will be paid as above.

A night-shift worker required to work during both the evening of a public holiday and the following morning, involving more than one attendance, shall, for the purposes of time off in lieu (Toil), be considered to have worked in excess of 4 hours and will be entitled to one night off in lieu with pay at a later date.

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### **10. INCLEMENT WEATHER**

When management decide that work cannot be satisfactorily performed due to inclement weather conditions; employees who have reported for duty and who have been instructed by management either not to commence work or to cease work, will be paid for the whole shift.

Where WLHP provides appropriate protective clothing, employees shall be required to continue at work during inclement weather; unless instructed to stop by management.

The foregoing provisions will not preclude employees from being transferred to other work of a similar general nature to their usual employment.

### **11. STANDBY DUTY ALLOWANCE (applicable to non-shift workers)**

The nature of the appointment of certain officers makes it necessary for them to be prepared to carry out standby duties. Such officers will be contractually required to undertake standby duty if requested by WLHP and to carry out emergency work when the need arises. Standby duty is defined as a specific roster arrangement whereby employees are under an obligation outside their normal working hours (including Saturdays, Sundays and public holidays) to remain on call and to be available to be consulted and or called out for emergency duty. Officers whose posts are not graded above SCP39, who are required to undertake standby duty and where this is not reflected in the grade of the post, will be entitled to an allowance of £65.63 for each complete week of standby duty plus £12.31 for each public holiday in that week.

For broken periods, payment shall be as follows:-

- £6.54 for each night, Monday to Friday;
- £13.92 per 24 hours on a Saturday;
- £18.96 per 24 hours on a Sunday or Public Holiday.

Each 24-hour period of standby duty is to commence at the beginning of the working day (or at the same hour on a non-working day)

Allowances paid under these arrangements shall not be taken into account in calculating payment for sickness entitlements or holiday leave.

### **12. CALL-OUT PAYMENTS - EMPLOYEES ON STANDBY (applicable to non-shift workers)**

For each occasion where the employee is contacted reference standby duty, either at home or elsewhere, a payment of £10.49 will be made. An employee will only be entitled to one such payment within each period of 2 hours, commencing with the start of the standby session.

Where an employee is entitled to such payment and where the subsequent disturbance or call-out is in excess of one hour, the employee will be entitled to further payment for the whole of the disturbance or call-out at the appropriate overtime rates.

### **13. CALL-OUT ALLOWANCE (applicable to non-shift workers)**

Employees who are called out outwith working hours to perform employment duties shall be entitled to £14.41 for each occasion. An employee will, however, only be entitled to one such payment within each period of 2 hours.

Where an employee becomes entitled to the above payment and where that or a subsequent call-out is in excess of one hour, the employee will be entitled to further payment for the whole of the period of call-out at the appropriate overtime rate.

### **14. MEETINGS (applicable to non-shift workers)**

Employees who attend evening meetings as representatives of WLHP, but not as participants, shall receive a flat rate payment of £12.50 per evening.

Where the employee's involvement is closely related to, or is an extension of, his/her normal daily duties this will be paid at the appropriate overtime rate. A travelling time of up to a maximum of 30 minutes per journey in each direction may be included.

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### **15. EMPLOYEES EARNING IN EXCESS OF SALARY SCALE 39**

In the case of employees, other than the Head of Housing, whose basic salary is equivalent to or exceeds salary scale 39, payment shall be based on an overtime calculator, which is the hourly rate for salary scale 39. This is subject to the following conditions:-

- Overtime worked on any day, other than Sunday, a designated rest day or a public holiday shall be paid at time and a half;
- Overtime worked on a Sunday, a designated rest day or a public holiday shall be paid at double time;
- Payment for overtime should not be made for any duty in respect of which a subsistence allowance is paid;
- Where agreed by the employee and the line manager, time off in lieu (Toil) at non-enhanced rates may be granted as an alternative to payment;
- This should be authorised in advance by a designated Senior Officer.

### **16. THE HEAD OF HOUSING**

It is considered that the salary for the Head of Housing for WLHP encompasses any extra hours required and this contract does not qualify for overtime payments.

### **17. FLEXIBLE WORKING HOURS**

A scheme of flexible working hours may be operated where WLHP has employees' commitment to providing a flexibility of function which will enable the work of the department or unit to be unaffected. Such flexibility must require employees to deal with enquiries at public counters and by telephone, regardless of their job function, and to enter into voluntary or rota arrangements to maintain services.

It is considered that any employee receiving a salary of SCP 57 or above will not usually be entitled to flexi-time or flexi-leave and will be required to conduct their duties in the hours necessary to achieve service demands.

#### **17.1 Non-Shift Workers**

The flexible working hours system will require employees to operate administrative or electronic time recording equipment and to maintain a record of their hours of attendance.

Employees will be required to be in attendance during an agreed "core" time on five days per week, Monday to Friday. Core times are 1000 hrs to 1200 hrs and 1400 hrs to 1600 hrs for APT&C employees. The total time span available (bandwidth) will be from 0800 hrs to 1800 hrs (10 hours).

A minimum lunch break of thirty minutes, away from desk, will apply.

Time debits, which may be carried forward from one 4-weekly period to another, will be limited to 10 hours. Time credits which may be carried forward from one 4-weekly period to another will be limited to 14 hours or the equivalent of two normal working days; on the understanding that flexi-leave will be limited to 2 days or its equivalent per 4-week period, subject to the exigencies of the service.

**Note:** Employees on flexible working hours are only able to work outwith the normal departmental office hours if there is work to be carried out and this is authorised by the appropriate line manager.

### **18. FLEXIBLE WORKING ARRANGEMENTS**

The aim of this section of policy is to set out our position in relation to flexible working arrangements and to explain how we deal with flexible working requests.

#### **18.1 Purpose and applicability**

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West Lothian Housing Association offers a number of flexible working arrangements, together with other provisions, committed to the principle of the right balance between work and life commitments.

It is accepted that individuals perform best when they can balance their work responsibilities with the rest of their lives. The purpose of flexible working arrangements is focussed on improving healthy lives and making more flexible opportunities available to employees, to suit their domestic commitments.

### **18.2 Application to request flexible working arrangements**

Flexible working arrangements are available to all employees.

In order to make a request, an employee must:

- ↑ have at least 26 weeks continuous service at the date when the application is made;
- ↑ not be an agency worker;
- ↑ not be a member of the armed forces;
- ↑ not have made an application for flexible working arrangements in the past 12 months

Applications must be in writing and are limited to only one application per year. Changes may be on a permanent or fixed term basis, as agreed by the manager and employee. This change will then remain in effect for that agreed duration. An employee therefore needs to carefully consider all the implications, including financial, of changing their working arrangements and which working pattern will best suit their present and future needs.

Within 28 days of receiving a request the manager should arrange to meet with the employee to discuss the request, and, if unable to accommodate the request, explore alternative solutions.

Within 14 days of the meeting, the manager must then write to the employee, either confirming the new work pattern and start date, or giving clear reasons why the request cannot be accommodated. An appeals procedure should also be included. An employee can appeal against this decision within 14 days of being notified of it.

All time periods can be extended providing both the manager and employee agree. This should be in writing.

**Please note you are only able to make one application every 12 months.**

### **18.3 Effects on pension benefits on reduction of working hours**

Anyone requiring advice before changing their working hours is advised to contact their Pension Provider directly.

### **18.4 What sort of flexible working arrangements you can apply for:**

You can apply for a change to your working hours, your place of work (i.e. request to work from home for part of working hours) and/or the times when you conduct your work duties.

Any changes will be permanent, although in a minority of cases we might agree to a temporary change.

We will consider applications for any pattern of work such as:

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↑ Part-time working	Working hours less than 35 hours per week, this could involve a later start time and earlier finish time, fewer working days or any other working arrangement
↑ Compressed hours	Normal working hours of 35 hours per week over fewer working days, such as 4 days
↑ Job-sharing	This involved two employees carrying out work duties which would normally be done by one employee
↑ Shift-arrangements	This is typically working hours operated over morning, afternoon, night-shift, rotating and may provide continuous service over 24 / 7
↑ Term-time	Normal working hours carried out during school term time – please refer to <a href="#">W.E benefit</a> on the Group's intranet for further information on how to make an application.

**Note: The table of flexible working arrangements provided above are examples and are non-exhaustive**

### 18.5 Our approach to flexible working requests

We recognise that flexible working arrangements can help us recruit and retain the best employees. We will try to accommodate flexible working requests where this fits in with the needs of our service delivery. We will take all requests seriously and give them fair and proper consideration. All requests will be judged on the basis of their impact on our service demands.

### 18.6 How to apply for flexible working arrangements

If you meet the minimum qualifying criteria, and wish to make an application, you must submit your request in writing to your manager for consideration.

**Note:** please refer to the Group's Intranet for term-time only contracts procedure and application offered under the W.E Benefit Scheme.

### 18.7 How we will deal with flexible working requests

On receipt of your request we will do an assessment of the impact of your request. This may involve discussions with you and your team to discuss the practicalities of your request, as well as with the Employee Relations department and relevant managers. You have a responsibility to help us assess the impact on service delivery / efficiency and to help us look at ways of managing that impact where necessary.

Once we have considered your request we will arrange a meeting to discuss your application. This meeting will generally be held within 28 days of the date on which you made the application. You can be accompanied at this meeting by a certified trade union official or a colleague within any of the organisations within the Wheatley Group.

The meeting is an opportunity to discuss the proposed new arrangements in depth so that we can understand how they would operate in practice and their potential impact. It is also an opportunity to find solutions to any difficulties that might result from the arrangements, which might include considering alternatives. Where appropriate, we will also discuss arrangements for a trial period (see below).

### 18.8 Factors we will consider

When deciding whether or not to accept your application, we will consider a number of issues, including some or all of the following:

- your ability to carry out all of your duties
- the volume of work duties available for you to do

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- your ability to provide a reasonable and reliable service
- your ability and the ability of your team to meet deadlines and respond to changes in demand
- your ability to be flexible
- the output of the team
- the team's ability to cover your work duties
- the working patterns of your colleagues
- the work duties of other teams and departments
- covering planned and unexpected absences when you and others are away
- how you will be supervised / managed
- our ability to monitor your performance
- the impact on our relationship with external contacts, including customers
- your management responsibilities, if applicable
- cost
- planned service delivery changes
- any planned structural changes or the ability to recruit and retain additional staff.
- health and safety considerations

Our priority will always be the efficient running of our service delivery and customer excellence.

### 19. Trial periods

Before agreeing to a permanent alteration of your working arrangements, we will normally aim to agree a trial period with you. The trial period is an opportunity for us both to test the arrangements to see if they will succeed in the longer term. It also gives us the opportunity to try different solutions for managing any difficulties posed by the new arrangements and to discuss any sensible adjustments.

During the trial period, we will monitor how the arrangements are functioning and will hold regular meetings with you to discuss this.

The length of the trial period will depend on how long we think it will reasonably take to come to a sound assessment of whether or not the new arrangements would be successful on a permanent basis. This will depend on a number of factors, including your work duties and the type of working arrangement being trialled, but it will normally be between two and six months.

We will not make a final decision until near the end of the trial period, unless the new working arrangements are clearly not effective, in which case it will be necessary to end the trial period early.

During the trial period, your contract of employment will change on a temporary basis.

**Note:** trial periods do not apply to Term-time only applications. Please refer to the Group's Intranet for term-time only contracts procedure and application offered under the W.E Benefit Scheme.

### 20. If we reject your request

If after careful consideration, we decide to reject your request (whether before or after a trial period), you will be confirmed of this decision in writing and we confirm our reasons for rejected your request. You will have the right to appeal against this decision and you should put in your written appeal to Lesley Wilkinson, Employee Relations Leader within 14 days of receiving our decision, stating the grounds on which you are appealing. We will arrange a meeting with you to consider your appeal and let you know the outcome.

If we reject your request after a trial period, you will need to revert to your original working arrangements. We will try to give you reasonable notice if this is the case.

Applications for flexible working arrangements can be refused only for the following reasons:-

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- ↑ The additional costs that the change requested would result in;
- ↑ Detrimental effect on ability to meet customer demand;
- ↑ Inability to reorganise duties among existing colleagues;
- ↑ Inability to recruit additional individuals;
- ↑ Detrimental impact on performance;
- ↑ Detrimental impact on quality;
- ↑ Insufficient work duties available during the periods the employee wishes to work;
- ↑ Planned structural changes.

**Note:** In cases where the appropriate authorising manager is of the opinion that flexible working arrangements would not be appropriate a case must be made to the appropriate senior manager for a decision, before the employee is informed of the outcome.

### **21. If we accept your request**

If we accept your request, there will be a permanent change to your working agreement, unless we have agreed to a temporary change in your working arrangements. There may also be conditions applied to your new working agreements and these will be provided to you in writing when we formally accept your request (such as job-sharing arrangements, salary, annual leave entitlement etc.).

We will keep the new arrangements under regular review to monitor how they are operating in practice. You have a responsibility to help make the new arrangements be successful. This involves letting your manager know about any issues as soon as possible and doing whatever you reasonably can to manage the impact of the new arrangements on colleagues and customers.

Please contact the Employee Relations team if you require further information on Flexible Working Arrangements.