Policy Review

1. Purpose of report
   1.1 To present to the Panel additions and amendments to Human Resource Policies.

2. Outcomes
   2.1 The amendment to existing policies and procedures.

3. Recommendation/s
   3.1 That the Panel approve the policies and arrangements set out in Section 5.

4. Background
   4.1 From time to time the Council needs to develop new policies and working arrangements to ensure we comply with statutory requirements and effectively manage our human resources.

   4.2 The development of new policies and the review of existing policies will also be informed by employment best practice and the organisational needs of the Council.

5. Key Issues and Proposals
   5.1 Probationary Policy                      Appendix 1  Reviewed
       Flexitime Policy                          Appendix 2  Reviewed
       Flexible Working Policy                  Appendix 3  Reviewed
       Leave and Work Life Balance Policy       Appendix 4  Reviewed
       Pay and TOIL Policy                      Appendix 5  Reviewed
       Employer Discretions Policy              Appendix 6  Reviewed
       Redundancy and Selection Policy          Appendix 7  Reviewed
5.2 The Probationary Policy has been updated with minimal changes.

5.3 The Flexitime Policy has been updated to more accurately reflect the operation of the Crown System now that it has been in place just over 2 years. In addition the discretion to increase the maximum flexi leave days in any settlement period from two to three in exceptional circumstances has been removed.

5.4 The Flexible Working Policy has been updated with minimal changes including the clarification that all staff now have the statutory right to request flexible working.

5.5 The Leave and Work Life Balance Policy has been updated to include information on Shared Parental Leave and Adoption Leave. Compassionate Leave has also been given its own section rather than being part of the Special Leave section.

Information has also been included on the new policy regarding purchasing additional annual leave and the section on time off for election duties has been expanded to reflect that written in the Flexitime Policy.

5.6 The Pay and TOIL policy has had a number of additions:
1. At a recent audit it was identified that the Financial Procedures for claiming expenses was out of date it was therefore decided to include an updated version within this policy.
2. Clarification has been added to the Overtime and TOIL section regarding the claiming of travel time when working additional hours.
3. Additional information has been added to the section on the Emergency Plan to clarify certain situations including the rate paid after midnight, staff recalled to work when on annual leave, and sleep time for those working through the night.
4. Additional payments to Duty Officers on duty when the Emergency Plan is implemented.
5. The section on Market Supplements has been deleted due to concerns that it will create more issues than advantages.

5.7 The Employers Discretions document has been reviewed to simplify the legislative references and remove out of date discretions. Some paragraphs have been reworded to provide clarity on discretions one of which confirms the current practice in relation to ‘actual week’s pay’ for the calculation of redundancy pay. There are no changes to current policies on any of the employer discretions included in this document.

5.8 The Redundancy Policy and Selection Procedure has been amended to confirm current practice in that the actual week’s pay for the calculation of redundancy pay will exclude the employer’s LGPS pension contribution.
## Financial and legal implications

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<td>comply with appropriate legislation may expose the Council to litigation.</td>
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## Other risks/implications: checklist

If there are significant implications arising from this report on any issues marked with a ✓ below, the report author will have consulted with the appropriate specialist officers on those implications and addressed them in the body of the report. There are no significant implications arising directly from this report, for those issues marked with an x.

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<tr>
<td>Head of Business Support</td>
<td>(01253) 887316</td>
<td><a href="mailto:liesl.hadgraft@wyre.gov.uk">liesl.hadgraft@wyre.gov.uk</a></td>
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## List of background papers:

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## List of appendices

- Appendix 1       | Probationary Policy   |
- Appendix 2       | Flexitime Policy      |
- Appendix 3       | Flexible Working Policy|
- Appendix 4       | Leave and Work Life Balance Policy|
- Appendix 5       | Pay and TOIL Policy   |
- Appendix 6       | Employer Discretions Policy|
- Appendix 7       | Redundancy and Selection Policy|

arm/empap/cr/18/2602lh1
Probationary Policy and Procedure

March 2018
1. Introduction

1.1 Wyre Council is committed to ensuring that it makes clear its expectations and provides the support needed for employees to meet the standards of performance, conduct and attendance required during their probation period and beyond. Managers will monitor, assess and support all new employees so as to assist them in demonstrating their suitability to undertake the full duties of their new post.

1.2 The policy aims to ensure that new employees are enabled to meet the requirements of the job through induction, training and support and that where performance is not satisfactory, early action is taken to improve performance. Where an improvement in performance, conduct or attendance does not occur or is not sustained sufficiently, the employee’s contract of employment may be terminated.

2. Scope

2.1 This policy applies to all new employees of Wyre Council, including those with previous local government service, fixed term and temporary appointments.

2.2 In the case of fixed term staff or temporary employees with a contract shorter than the length of the probationary period the probation process will be followed for the period during which the individual is employed by the Authority. This policy is not applicable to casual workers unless they transfer to a fixed term, temporary or permanent position.

2.3 The formal probationary period will not apply to existing Wyre Council employees where they have already completed a probationary period with the Council. However the employee’s performance will be monitored closely during the first 6 months of the new appointment and during this period the employee will be expected to demonstrate their suitability for the post. The manager and employee should have regular one to ones and where concerns about the employee’s performance are identified these should be addressed through the Council’s Capability Policy and Procedure.

3. General Principles

3.1 The Council is committed to ensuring that all employees are treated fairly and equitably.

3.2 The Council will ensure that every new employee has a probation period and an individual induction programme that includes induction to the service area and an induction to the Council.

3.3 During the probation period, any conduct, performance, attendance or health issues impacting on performance will be managed under this procedure in conjunction with the principles contained within the Disciplinary, Capability or Attendance policies.

3.4 Probationary employees must be made aware that confirmation in the role is subject to them meeting the Council’s expectations regarding conduct, performance and attendance.
3.5 The probationary period will last for six months for all new appointments and will involve a continuous period of assessment underpinned by a clear framework for managing and supporting new employees.

3.6 If an employee is absent due to any reason for more than one month during probation or before the probation period ends, the probation will be suspended from the date the absence starts and will resume on return from the absence.

3.7 Where there is any doubt about an employee’s suitability, the matter must be raised immediately, so that the employee has ample opportunity to improve. Managers should also contact the Human Resources Section where suitability or capability issues arise.

3.8 A Human Resources Advisor must be contacted at the earliest opportunity for advice and guidance where a manager believes that an employee may not be able to meet the standards required.

3.9 An employee whose performance is unsatisfactory during a probationary period may, following due process, have their employment terminated. This action will only be taken in consultation with a Human Resources Advisor.

3.10 The notice period for staff during the probationary period will be one calendar month or one week for each year of continuous local government service (up to a maximum of 12 weeks) whichever is the greater.

3.11 **Performance**

The Probationary Performance Plan (Appendix 1) should be used to record the initial objectives and the procedure described in section 5 is to be used to manage the performance of probationary employees. During probation, in addition to the monitoring of sickness levels, health and general conduct, employees will be assessed regularly on the extent to which they meet their objectives and the standards described in the competency framework. Any shortfalls and measures to improve performance will be identified and discussed at the First Probation Assessment Report meeting.

3.12 **Sickness Absence**

Satisfactory attendance is essential to the overall suitability of employees as part of the probation process. Employees will be informed of this and what the expected attendance standards are. The management and employee responsibilities, management considerations, sickness reporting and certification arrangements outlined in the Attendance policy will also apply to employees on probation.

3.12.1 Any short term, intermittent or long-term sickness during the probationary period or health issues which give cause for concern should be addressed as soon as they arise with targets and timescales for improvement set as appropriate. These concerns should be formally monitored as part of this procedure during the First and Final Probation Assessment reports.
3.12.2 Sickness absence triggers for probationary employees are: 3 occasions or 5 working days of sickness absence (pro-rata for part-time staff) in which case an occupational health referral will be made. Absence levels higher than the triggers or any other pattern of absence that causes concern will be considered under the Final Probation Report meeting for potential dismissal.

3.12.3 At the end of the probation period, any absences that have occurred during probation will be included as part of the sickness absence record over a rolling six month period (i.e. carried forward) for attendance management purposes.

3.13 Reasonable adjustments will be considered at all stages for disabled employees, to help them achieve the expected performance levels.

3.14 Minor Misconduct

Relatively minor misconduct issues, e.g. regarding punctuality or timekeeping, will be picked up as part of the probationary feedback from the line manager to the employee.

3.15 Serious Concerns

If at any time during the probationary period, there are serious concerns about the employee’s suitability and capability to undertake the role, e.g. where the employee demonstrates serious incapability or is found to have committed gross misconduct or there are other serious reservations, Human Resources should be contacted immediately and the probationary hearing process may be implemented immediately.

3.16 Continued concerns regarding any of the above and concerns regarding progress on the action plan to improve performance will be followed up at monitoring meetings and finally assessed at the Final Probation Assessment Report meeting.

4. Roles and Responsibility

4.1 The Line Manager is responsible for:

- ensuring that the new employee is aware of this probationary policy and procedure and how, when and why their progress will be monitored;
- completing a planned induction with the new employee in accordance with the induction process;
- ensuring the employee understands their role, responsibilities, objectives and performance standards. This will be achieved through a structured induction programme that will include a schedule of regular meetings;
- ensuring that employees have access to the information, instructions and resources necessary to do their job;
- holding regular meetings to support, assess and monitor performance;
- recording progress during probation and taking action to deal with failure to reach the required standards promptly raising any areas of concern i.e. unsatisfactory performance, conduct or attendance with the employee at the earliest possible opportunity;
• providing appropriate support and assistance, including reasonable adjustments to enable employees to fulfil the duties and responsibilities of the post;
• giving advance warning to the employee where job performance is not on track and where there are issues of attendance and conduct to be addressed;
• recommending whether the employee can be confirmed into post or not.

4.2 *It is the responsibility of employees to:*

• ensure that they are familiar with the standards and requirements of their role;
• comply with all council policies and procedures, including the code of conduct;
• raise any queries or concerns about their job;
• maintain the required standards of performance by meeting the objectives and competency requirements of the role;
• participate fully in any supervision, induction, training, coaching, mentoring, counselling or occupational health support interventions offered to help them improve performance;
• attend any probationary / one to one meetings to which they are invited.

4.3 *It is the responsibility of the Human Resource Team to:*

• ensure compliance with the policy and its supporting legislation;
• provide advice, support and guidance to all parties on the application of the policy;
• ensure that the induction courses are available for each new employee as soon as possible after their appointment;
• ensure that the corporate training programme contains courses of suitable content and frequency to enable all new employees to access mandatory training within the probationary period;
• regularly review and monitor the effectiveness of the policy;
• ensure that staff affected have the support they require to deal with their situation;
• notify the employee of the outcome of their probationary period;
• Monitoring probation cases to identify trends and ensure that any disproportionate impact on any particular group is highlighted and addressed.

5. **Probation Procedure**

5.1 The employee should be told by their manager about the key functions of their job and that their performance and suitability for the post will be measured, by way of regular Probationary Review Meetings.
5.2 Initial Meeting

The line manager should meet with the new member of staff within their first few days to:

- work through the induction checklist;
- clarify responsibilities and establish priorities;
- complete the probationary performance plan (Appendix 1) to set performance objectives and targets;
- set out the performance standards that will be used to evaluate performance during the probationary period;
- explain the process that will be followed during the probationary period, including a programme of regular meetings and review dates;
- identify any initial training that the employee will need in order to carry out their duties and to make arrangements for such training to take place.

5.3 Review Meetings

Meetings should continue regularly throughout their probationary period and the frequency will depend on the role and performance of the employee.

5.4 The aim of each review meeting is to:

- review the employee’s conduct;
- review the employee’s performance against performance targets, work standards, skills and competency framework;
- review the employee’s attendance record in relation to the triggers for probationary employees and any health concerns impacting on performance;
- identify training or developmental needs;
- provide feedback and discuss any work plans/requirements of the job;
- identify how the manager can assist the probationer to meet their objectives, including any reasonable adjustments;
- discuss any concerns or issues of a personal nature, which could be affecting the employee or impacting on their work (e.g. if the employee is disabled or has personal commitments, etc).

5.4.1 Reviews must take place in private, free from interruptions and be treated as confidential.

5.4.2 Line Managers must make sure that they have clearly defined the points which they wish to raise and that these can be substantiated with examples, where appropriate.

5.4.3 If any review is deemed unsatisfactory the Line Manager must discuss with the probationer the aspects of performance that need improvement and should set clear objectives and timescales within which they will be reviewed. The probationer should
be asked if they consider that any further assistance and/or training is necessary to enable them to complete tasks to the standards expected of them.

5.4.4 The Line Manager should summarise the discussion on the Performance Improvement Action Plan and the probationer should sign the review form and receive a copy of it to confirm that they have been made aware of the improvements required.

5.4.5 HR advice should be sought immediately if there are serious concerns about the employee’s conduct or capability to do the job.

5.5 **Typical timetable for Probation Review meetings**

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<th>1st month</th>
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<td>2nd and 3rd month</td>
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<td>By the end of 3rd month</td>
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<tr>
<td>4th and 5th month</td>
<td>Monthly, if the employee is making satisfactory progress, or, up to the Final Report: Fortnightly/weekly if the line manager has identified difficulties despite the improvement action plan</td>
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<tr>
<td>By the end of 5th month</td>
<td>Final Probationary Assessment Report (this may be brought forward if there are serious concerns)</td>
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5.6 **Initial Review Meeting**

By the end of three months, the manager will meet with the employee to discuss performance and prepare an initial assessment, which will either indicate that the employee is making satisfactory progress or will identify areas of difficulty that need to be addressed with more intensive support. If the report identifies that the employee is experiencing difficulties, they will be given written confirmation of:

- what they need to do to demonstrate their suitability for confirmation of appointment;
- the reasonable measures that will be taken to support them in achieving the required standard of performance; and
formal notification that if they fail to achieve the required standard by the date of their Final Probationary Assessment Report their employment may be terminated.

5.6.1 A summary of the main points of the discussion must be entered on the Initial Probationary Assessment Report (Appendix 3). Any items for action either by the employee or the line manager must be recorded.

5.6.2 Both the line manager and the employee must sign the review form, the employee does not necessarily have to agree with the line manager’s comments, but they should sign their form to say they have read and understood it. New employees are also given the opportunity to enter their own comments on the review form.

5.6.3 At the end of the review meeting a copy of the review form must be sent to the Human Resources Section and a copy given to the new employee.

5.7 Formal Review Meeting

If at any stage during the probationary period an employee appears to be having difficulties in achieving the required standard of performance, attendance or conduct, the line manager must initiate improvement action.

5.7.1 A stage 1 formal review meeting should be arranged with the employee in consultation with Human Resources and the new employee has the right to be accompanied by a trade union representative or work colleague at these meetings, if they so wish.

5.7.2 At this meeting the employee should be advised where their performance is not up to an acceptable standard and be set objectives and targets for improvement. Ideally these should be agreed with the employee, but if this is not possible then the manager may impose them. A time scale, offer of support and if appropriate, training to allow for improvement and to enable the employee to meet the standard required should be arranged.

5.7.3 Formal Review Meetings must be arranged as soon as possible when issues arise, to advise the employee about work which is not meeting the required standards or about unsuitability in any respect. You should not wait until the 3 month or 5 month Probationary Review Meetings, even if these would be happening shortly.

5.7.4 The consequences of not meeting the necessary level of work performance must be explained to the employee, and a date arranged for a Further Formal Review meeting to assess the employee’s performance, giving the employee reasonable time to improve.

5.8 Further Formal Review meeting

The Further Formal Review meeting should be arranged by the manager to feedback on any progress and inform the employee of his/her decision. The outcomes are as follows:
• The standard of performance has been achieved and maintained; therefore, the employee will continue on their probationary period until the 6 month stage and is confirmed in post.

• Where there has been some improvement in the level of performance but it is still not to the required standard, a further period for improvement may be given. Where this is implemented the employee must be informed where the performance is not to the required standard, the improvement expected, the consequences of not achieving this and a date arranged for a Further Formal Review Meeting.

5.9 Final Review Meeting

By the end of the 5th month the manager will meet with the employee and make a final assessment on whether the employee has met the standards required. The line manager must record their findings on the Final Probationary Assessment Report (Appendix 4) and make their recommendation on whether or not the employee is to be confirmed in post. If the recommendation is to confirm the employee in post then Human Resources will be notified so that they may officially inform the employee.

5.10 If the recommendation is to dismiss then this will be communicated to the employee and Human Resources will arrange for the Final Probationary Assessment Report to be referred to the relevant Director so that they can determine whether or not the employee is to be dismissed.

6. Extension of Probation Period

6.1 It may be appropriate to extend the probationary period if:

• Through the probationer’s sickness or other authorised absence, it has not been possible to assess performance.

• The probationer has not performed satisfactorily but the manager has evidence to suggest that performance is likely to improve with a further period of probation.

6.2 Probationary periods should not normally be extended by more than three months. Where the probation is extended, the following should be discussed between the Line Manager and employee and confirmed in writing:

• Reasons for the extension.

• Length of the extension period.

• Assistance/training that will be given during the period of extension.

• Areas for improvement and indication of how these will be monitored and measured.

• Dismissal will be recommended at the end of extension period if the employee fails to meet standards of performance expected for their post.
6.3 If progress and performance are satisfactory at the end of the extended period, the Line Manager will recommend that the appointment should be confirmed and will complete the probation form as appropriate. The employee will be advised in writing of the successful completion of their probation period.

If progress is still considered unsatisfactory, the Line Manager will inform the employee and make a recommendation that the employee be dismissed.

### 7. Dismissal During Probation

7.1 Dismissal during the probationary period is excluded from the Council's Disciplinary Policy and Procedure and Capability Policy and Procedures.

7.2 Where a line manager has recommended that an employee should be dismissed Human Resources will invite the employee to attend a hearing with a member of the Management Team to consider the Line Manager’s recommendation.

7.3 The employee should be given 5 working days notice of the meeting and be given the right (in writing) to be accompanied by a work colleague or a trade union representative. This action may be taken at any time during the probation period.

7.4 A member of the Management Team supported by a representative from HR will determine whether dismissal with notice is appropriate during the probationary period.

The Line Manager will present their evidence regarding the performance or conduct of the employee. The probationer and their representative will then be given the opportunity to challenge any evidence brought forward or to present any evidence they believe is relevant.

7.5 The Director and HR Representative will adjourn to review the evidence and make a decision on one of the following outcomes:

- Transfer to the permanent establishment
- Extension of the probationary period (subject to maximum extension period)
- Dismissal, with notice, during probation

7.6 All employees must receive their contractual notice if dismissed during the probationary period unless the dismissal is on the grounds of misconduct.

### 8. Right of Appeal

8.1 Where a probationary employee is dismissed as a result of unsuitability under this procedure, he/she will have a right of appeal against the decision.
8.2 Any appeal must be made in writing, to the Head of Business Support within 10 working days of the date of the letter confirming the decision. Such an appeal will not delay the date of dismissal.

8.3 The Appeal will be arranged in accordance with stage 3 of the Council’s Grievance Procedure and will be heard by a panel of members convened by the Employment and Appeals Committee.

9. **Equality Impact Assessment And Monitoring**

9.1 The operation of this policy will be monitored for its impact on different equality groups in line with the Equality Act 2010. This will enable the Council to assess whether any differences have an adverse impact on a particular group, such that further action would be required.

10. **Data Protection Act 1998**

10.1 In implementing this policy, the Council will ensure that any personal data relating to the application of this policy will be obtained, processed and destroyed in line with the requirements of the Data Protection Act 1998.
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Employees
Signature

Managers
Signature

Date
## Performance Improvement Action Plan

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# Initial Probationary Assessment Report

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**Additional remarks, notes, questions or suggestions**

**Employee comments**

**Employees Signature**

**Managers Signature**

**Date**
# Final Probationary Assessment Report

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**Additional remarks, notes, questions or suggestions**

**Employee comments:**

Employee Signature: _______________ Date: _______________

**Manager**

Confirm in post YES/NO *(Please delete whichever not applicable). If No, please give reasons and contact HR in the first instance:*

Managers Signature: _______________ Date: _______________
Flexitime Working Policy

March 2018
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1. **Policy Statement**

1.1 The Council is committed to the promotion of a healthy work-life balance for all staff and welcomes the contribution that a degree of flexibility in working arrangements can make. The operation of a flexitime scheme can also enable employees to work in a more effective way and assist in more efficiently meeting the needs of a service, which can be significantly beneficial to their service area and to the Council as a whole.

1.2 The aim of this policy is to ensure a fair and consistent application of the scheme across the Council subject to service requirements and that the flexibilities allowed by the Scheme will be of mutual benefit to both the Council and its employees.

2. **Principles**

2.1 Flexible working hours is a concept designed to replace arrangements where staff start and finish work at fixed times, with a system which allows each individual a degree of freedom in choosing his or her time of arrival or departure.

2.2 Under this scheme, it allows employees some discretion in arranging their working time. However sufficient cover within a section must be maintained as agreed with their Manager and provided the needs of the service are met as determined by management.

3. **Scope**

3.1 Flexitime arrangements will apply as far as practicable to all council staff however it is acknowledged that some may be excluded owing to the nature of their duties and the requirements of the service are that they work in.

3.2 It is easier to be more flexible with some staff than others due to the differing nature of duties across the Council and Managers will need to be mindful of the needs of the service when managing the times staff work and when considering any flexi-leave requests under the scheme.

3.3 The services provided by each service area must not be compromised to accommodate the flexitime scheme. Service areas participating in the flexitime scheme shall be responsible for adapting it to fit their operational needs with the approval of the relevant Head of Service.

4. **Supporting Policies**

4.1 This policy should be read in conjunction with the policies listed below:

- Leave and Work Life Balance Policy
- Flexible Working Policy
- Training Policy
- Disciplinary Policy
5. Responsibilities

5.1 Employees

5.1.1 It is the responsibility of Employees to manage their flexitime credits and debits within the prescribed limits and also manage their time effectively so that they only accrue flexitime in consideration of the needs of the service.

5.1.2 Employees are expected to co-operate with their service area and to be flexible in ensuring that any minimum staffing levels required are maintained during the normal working day, including lunch times and other breaks.

5.2 Managers

5.2.1 It is the responsibility of Managers to ensure that flexitime is only being accrued in order to meet the needs of the service.

5.2.2 Managers are responsible for ensuring the correct operation of the flexitime scheme in their section and for resolving any related issues as detailed in the policy.

6. Operation of the Scheme

6.1 All working time will be recorded by the use of equipment operated by a swipe/proximity card or by logging on at the desk top.

6.2 All staff will be expected to use the clocking system for time recording and fire/roll call purposes although not all employees will be on a flexi-time contract and may work fixed hours instead.

6.3 Each employee should ‘swipe in’ on arrival, and ‘swipe out’ on departure each day including lunchtime. This is important as the system is used for fire evacuation procedures and in the event of evacuating the building the information recorded on the flexi system may be required to assist the Duty Fire Officer with a roll call.

For the Fire Evacuation Procedures to work effectively all employees need to get into the habit of swiping in and out of the building every time they leave and enter.

6.4 Employees must also be mindful of the limits of the working time directive and not work over 48 hours per week.

6.5 The length of a lunch break is variable but must be a minimum of 30 minutes if working hours are over 6 per day. If staff chose not to take a lunch break they must not work more than a six hour day. Working over this time limit will result in up to 30 minutes being deducted from their time in respect of the break that should have been taken.

6.6 Employees who do not swipe during lunchtime will automatically be deducted 30 minutes by the system, but should more than 30 minutes be taken without swiping they will need to submit an adjustment to show the extra time taken. There are some instances when the Crown system will not automatically deduct the lunch break depending on different roster patterns and times of clockings. It is therefore important
that employees check the system on a regular basis to ensure that their time has been accurately recorded.

6.7 Employees need to monitor their clockings and where any are missed it will show as an ‘Exception’ in the system. Clocking requests will need to be made for missed swipes as credit will not be received for any incomplete days.

6.8 Civic Centre

6.8.1 Normal Office hours are 08.30 – 17.00

6.8.2

- Earliest start 07.15
- Latest finish 19.00
- Lunch break to be taken between 11.00 – 15.00
- Whilst the system will record swipes outside of the earliest start and finish times the time will not automatically be credited as working time.

6.9 Copse Road

6.9.1 Normal working hours vary depending on the role undertaken.

6.9.2

- Earliest start 04.00
- Latest finish 19.00
- Lunch break to be taken between 10.00 – 14.30

6.10 Marine Hall/Thornton Little Theatre

6.10.1 Working hours vary considerably depending on events/shows taking place.

6.10.2 Start and finish times are very much dependent on the events taking place at each venue.

7. Credit/Debit Flexitime Hours

7.1 Eligible employees who work hours in excess of their contracted hours accrue “credit” flexitime hours. Any hours where employees fall short of their contracted hours are referred to as “debit” flexitime hours. Employees can use accrued credit hours to request time off work in the same way that they would request annual leave.

7.2 The settlement period over which working hours are calculated is four weeks i.e. 148 hours for full time, pro rata for part time. You must work your contracted hours during the settlement period.

7.3 These periods are pre-determined and listed next to the recording equipment are available on the Intranet. Each employee must account for his or her contracted hours within the 4 weeks period, subject to the carry-over allowance.

7.4 Hours built up during a settlement period may be carried over into the next settlement period, up to a maximum of 14 hours 48 minutes (pro rata for part-time employees). Any credit in excess of 14 hours 48 minutes will be forfeited (pro rata for part-time employees). It is therefore imperative you manage your flexi accordingly. Similarly hours in debit may be carried forward but they must not exceed 7 hours 24 minutes at
any time during the settlement period, (pro rata for part-time employees). Part Time staff who are unsure what their carry-over allowance should be can contact Human Resources.

7.5 Credit hours should only be accrued where there is a genuine need for tasks to be completed at work.

7.6 Staff with debit flexitime hours on termination of employment will have these hours charged against outstanding annual leave or, if there is no leave outstanding, will have their final pay adjusted to cover the deficit. Staff with an excess of flexitime hours on termination will be required to take these hours as flexitime prior to termination of employment. In exceptional circumstances where it is not possible to take the time owed it will be paid at single time rate with their final pay.

7.7 Managers are responsible for monitoring the amount of credit and debit hours for the staff in their section. Where employees look likely to exceed the maximum amount of credit/debit hours allowable under the scheme, managers should ensure that this is discussed with the employee concerned to establish why this is the case, with the aim of assisting them to manage their working pattern.

8. Flexi Leave

8.1 In addition to the flexibility with start and finish times flexitime may allow for additional flexi leave days to be taken from credit hours.

8.2 The maximum number of flexi days that can be taken each settlement period is 2 days (pro rata for part-time employees) subject to Manager’s approval.

9. Recording Flexitime in Special Circumstances

9.1 Where an employee starts or finishes their working day at a location which is not their usual base of work, they should ensure that their actual start/finish times are added to the flexi system at the first available opportunity excluding the time it normally takes to travel home to office or office to home.

9.2 Adjustments for the time spent outside the office on official business, should include travelling time between the office and the other place of business, subject to a maximum adjustment of 11 hours 15 minutes per day. If travelling from home and back to place of business or event, deduct the time that it normally takes to travel from home to office and back.

Adjustments for attending agreed seminars, conferences and externally organised training events should be dealt with in the same way.

9.3 When attending approved ‘College’ day release (including day/evening class) the maximum adjustment is your standard hours for that day. Employees who leave the office for ‘college’ during the course of the day and are absent for the remainder of the day should swipe in/out as normal and ask their manager to submit an adjustment for the difference up to a maximum of their normal standard hours for that day.
9.4 Staff who assist with election duties for Wyre during their normal working day will be able to claim back time up to their normal working hours for that day. Credit will not be given for duties outside of the normal working day such as the Poll Officer/Presiding Officer training and the count. Nor will time be given for any election duties carried out on a normal day off.

9.5 Credit will not be given for staff carrying out election duties for another Council.

9.6 Any employee working overtime (which has been agreed by their Manager) must have already completed their normal standard hours on the current day, or they must not commence overtime before 17.00. Employees must not swipe out to commence overtime (due to Fire Evacuation Procedures) but Managers must ensure that a negative adjustment is made for the hours worked so that they are deducted off the flexi system before authorising payment for overtime.

9.7 Under normal circumstances staff will not be credited for time away from work for doctor or dentist appointments.

9.8 Where a hospital appointment is necessary (i.e. where the employee has no control over the timing of the appointment), this will be treated as an authorised absence and the time allowed. Time credited will be from leaving the office to:

- Returning to the office; or
- Leaving hospital if not returning to the office, less lunch break if appropriate
- It should be noted that except in exceptional circumstances time should not exceed 7 hours 24 minutes for the day (or equivalent if part-time).

9.9 **Time off for Religious Practices.**

Wyre Council will grant employees reasonable time off during working hours for religious observance insofar as this is possible and practicable, taking into account the needs of the service and whether or not such arrangements might cause disturbance or disruption to other members of staff and/or their work or work patterns.

Any time off would need to be made up through the flexi-time scheme or by agreement with the line manager.

In some cases, where the flexi scheme does not operate, days off for religious observances can be requested through the normal annual leave procedure or through the Council’s TOIL procedures where these apply. Where it is not possible to take annual leave or TOIL, employees can request time off as unpaid special leave.

However, where an employee requests time off at a particularly busy time or at a time when the employee's absence would otherwise cause difficulties for the business or his/her department, or where the amount of time off requested is unreasonable or excessive (taking into account the needs of the business), the organisation reserves the right to refuse to grant some or all of any of the time off requested.

9.10 **Working Patterns**
In circumstances where the needs of the service require a change in the existing working arrangements, or sections where the working pattern varies with the needs of the service, it may be possible to objectively justify a requirement for employees to work shifts at times or on days that they do not wish to work for religious reasons. However, before a decision is made, managers are advised to contact HR in the first instance to discuss and explore further alternatives.

All employees, whatever their religion or belief, will be treated equally in respect of requests for time off for religious observance or requests for alterations to their working patterns for religious reasons.

## 10 Suspension of Flexitime Arrangements

### 10.1
In the event that a manager becomes concerned about any aspect of an employee’s work performance or health, they may require that the employee works to a standard work pattern or standard contractual hours rather than participating in the flexitime scheme.

### 10.2
This will only apply where the manager has reason to believe that the flexitime pattern of work is contributing to the problem. Some examples of this could be where an employee will not have appropriate support contacts in place at the times they are choosing to work, or where Occupational Health or an employee’s GP has advised that longer working days are not appropriate due to an ongoing health condition. Another example could be where the employee is not managing their time effectively and has exceeded the agreed limit of credit or debit hours.

### 10.3
The employee’s manager should arrange to discuss any difficulties with the employee at the earliest available opportunity and an appropriate pattern of work will be agreed between them. This may be applied on either a temporary or permanent basis, dependent on the circumstances.

## 11. Cards

### 11.1
Each card is unique and will only access the record of the individual concerned. In no circumstances should an employee attempt to swipe in or out with another employee’s card or allow anyone else to use their card. This could result is disciplinary action being taken against those involved.

### 11.2
The swipe card will be the property of Wyre Council and its safety will be the responsibility of the employee to whom it is issued.

### 11.3
In addition to operation of the flexi system the card will also act as an Identification Card. It provides access to the security doors in the Civic Centre and is used to activate the printers/photocopiers.

### 11.4
Lost cards are a security risk and should be reported immediately to IT who will cancel the card and issue a replacement. (Please see information on the Intranet regarding staff passes).

### 11.5
Charges may be imposed on staff who repeatedly lose cards and require replacements.
12. **Abuse of the Scheme**

12.1 Abuse of the scheme may result in disciplinary action being taken against the individual concerned and any employee who has knowingly sanctioned such abuse. Also deduction of pay, where appropriate and removal from the scheme may be considered.

12.2 The use of a card issued to another officer is not permissible under any circumstances. Any such abuse will be considered as Gross Misconduct under the Council’s Disciplinary Procedures, and could lead to the Employee’s dismissal.

12.3 Under no circumstances should an Employee upon arriving at work during the course of the day leave his/her vehicle or bicycle in an unauthorised area merely to ‘swipe in’, and then return to the vehicle to park or store their bike before commencing work.

12.4 It is expected that when staff swipe in or log themselves at work through their desk top that they are ready to start work.

13. **Equality Impact Assessment and Monitoring**

13.1 The operation of this policy will be monitored for its impact on different equality groups in line with the Equality Act 2010. This will enable the Council to assess whether any differences have an adverse impact on a particular group, such that further action would be required.

14. **Data Protection Act 1998**

14.1 In implementing this policy, the Council will ensure that any personal data relating to the application of this policy will be obtained, processed and destroyed in line with the requirements of the Data Protection Act 1998.
Flexible Working Policy and Application Procedure
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### 1. Policy Statement

1.1 Wyre Council recognises the importance of offering flexible working arrangements that enable employees to balance their working life with other priorities. It also recognises the need to develop modern flexible working practices that maximise service delivery. The council will therefore aim to ensure that flexible working arrangements are promoted for all employees, and that requests are considered and implemented, where operational and service conditions allow.

### 2. Aims of the Policy

2.1 The aim of this policy is to:

- implement flexible working arrangements which allow employees to balance their working life with other commitments whilst maintaining a high standard of cost effective service to Council users;
- to make available flexible working arrangements at all levels regardless of age, sex, sexual orientation, race, religion, belief or disability, subject to operational and service needs;
- promote flexible working arrangements through information and guidance for managers and all employees;
- promote an agile working culture by the flexible use of office space and work locations.

### 3. Statutory Obligations

3.1 The legal position is that all employees have the statutory right to ask to work flexibly after 26 weeks service. It also stipulates that an employee can only make a statutory request once in any 12 month period. However there may be occasions (particularly where the need is urgent) where the Council will consider an application regardless of the number of previous requests or length of service.

There is no obligation on Wyre Council to automatically agree to a request for flexible working.

3.2 **The law requires the employee to fulfil certain criteria when submitting their request.**

**The employee must:**

- lodge the request in writing;
- date the request;
- state that the request is a request for flexible working;
- specify the change(s) to working arrangements that they would like;
- state the date on which the proposed change(s) should take effect;
- indicate the effect(s), if any, that the employee thinks the change(s) will have on the employer and how he or she thinks any such effects might be dealt with; and
- indicate whether he or she has previously submitted a request for flexible working to the employer and, if so, when.

A request that does not fulfil the above criteria will not be valid and will not, therefore, require the employer to activate the statutory procedure.
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<th><strong>The employer must</strong></th>
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<td>• consider and decide upon requests and appeals within three months of the receipt of the request</td>
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<td>• have a sound business reason for rejecting any request</td>
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3.3 Wyre Council have produced a flexible working application form to facilitate requests for flexible working. (see appendix 1).

### 4. Benefits of Flexible Working

4.1 While flexible working arrangements need to be well managed, any practical difficulties that flexible working might create can often be resolved through the adoption of positive attitudes, common sense and effective communication. Line managers can gain substantially by adopting a positive approach towards flexible working.

4.2 Taking a more flexible approach to work location and working time could:

- enable individuals to achieve work-life balance
- reduce the need for employees to take time off work due to care issues, problems at home etc.
- permit an employee recovering from an illness or adjusting to an impairment to return to work on a phased basis.
- provide a suitable adjustment for people with certain disabilities.
- relieve pressure and reduce employee stress
- improve morale and motivation and give better job satisfaction
- allow employees to gradually reduce their hours before choosing to retire

It could also:

- assist the Council in attracting and retaining the best people.
- enable the council to meet business needs and provide a quality-driven, added-value service to customers.
- ensure that people are making effective use of their working time.
- reduced office space and more efficient and effective use of Council buildings
- benefits the environment by reducing the use of resources and travel related emissions.

### 5. General Considerations

5.1 This policy considers a number of options, but in practice the request could be for a combination of any of the following options:

- part-time working / job share
- flexible working patterns including annualised and compressed hours
- voluntary - reduced working time
- agile working / homeworking
- part-year working including term-time only
- any other such arrangements that are agreed.
Managers and employees will discuss the flexible working request and the operational impact, but discussions about contractual changes to terms and conditions of service must be done in consultation with human resources and any appropriate trade union representative.

Employees need to be realistic and recognise that the full range of flexible working options will not be appropriate for all jobs across all services.

Managers are expected to consider requests in relation to both the needs of the service area and the employee concerned and ensure that there are sound and demonstrable service, management and operational reasons for the decisions they make.

Operational feasibility, performance standards, health and safety, data protection, and security of equipment must not be compromised. Each application for flexible working will be considered in accordance with the following criteria:

- the cost of the proposed arrangement;
- the effect of the proposed arrangement on other staff;
- the level of supervision that the post-holder requires;
- the structure of the department and staff resources;
- other issues specific to the individual’s department;
- an analysis of the tasks specific to the role, including their frequency and duration;
- an analysis of the workload of the role.

Any management proposal to instigate agile working will be taken through the normal consultation/negotiation process including trade union consultation.

Changes to the working pattern will normally mean a permanent change to the employees’ contract of employment, unless otherwise agreed.

Appropriate rest periods, as stipulated in the Working Time Regulations, must be factored into any work pattern or arrangement.

### The Flexible Working Options

#### Job-sharing

This is an arrangement whereby two part-time employees share the responsibilities of one position. The arrangement of hours in a shared post should normally be determined by the line manager in consultation with the job-sharers with the total hours of the job-sharing partnership not exceeding those of the full-time established post.

The duties of the shared post may be allocated between sharers to reflect the skills, abilities and working hours of the sharers and the needs of the Service. However, it should be borne in mind that the grade applies to the whole job so managers must ensure that the work is divided fairly and that both individuals carry equal responsibility.

Job-sharers will be classed as part-time workers and, as such, have legal rights, based on the principle of equal treatment with comparable full-time workers.

#### Part-time working

Part-time working is the most prevalent and established type of flexible working any number of hours below 37 hours is considered as part-time working. Part-time workers have legal rights, based on the principle of equal treatment with comparable full-time workers.
Issues that must be addressed include:

- holiday entitlement and overtime; and
- arrangements for training and meetings, which are often designed around full-time workers' hours.

6.3 **Annualised hours**

This method of working is more suited to a service area where seasonal variations have an impact on workload.

Annualised hours working involves an employee working a set number of hours over the year rather than per week allowing flexible working patterns to be worked throughout this period. Normally a period of regular hours forms the core of the arrangement, with the remaining time left unallocated and used on a flexible basis to meet peaks in demand.

The weekly contracted hours will be converted to annualised hours by dividing the total hours to be worked per annum by 52.143. This will allow salary to be paid in 12 equal payments, irrespective of the number of hours worked that month. The contracted hours should be monitored to ensure that they are not be exceeded or underworked over the 12 month period.

Where employment is terminated part way through a year, by either side, human resources will calculate any over or under worked hours by multiplying the contract hours by the number of weeks worked that year and deducting the number of hours worked.

6.4 **Compressed hours**

This is a system that permits employees to work their total number of contractual hours over fewer working days. Usually a five-day week is compressed into four days or four and a half days, or a 10-day fortnight into nine days.

The remaining day would therefore be a non-working day and will be agreed with the line manager according to the requirements of the role, it is anticipated that this will be a fixed day but with flexibility due to service requirements.

The start and finish time in a working day should not exceed those set out in the Flexitime Policy.

6.5 **Flexitime**

This permits flexibility of working hours and is designed to replace arrangements where staff start and finish work at fixed times, with a system which allows each individual a degree of freedom in choosing his or her time of arrival or departure.

A small number of staff will be excluded from the scheme due to the nature of their duties and the Council’s requirements. See Flexitime Policy for details.

6.6 **Term time working**

This method of flexible working normally means that the employee only works during school term times and their contract of employment is varied from a 52 week contract
to a term time contract (normally 39 weeks) with their salary and annual leave entitlement being reduced accordingly.

Salary is usually paid in 12 equal monthly instalments.

Annual leave will normally be taken during the periods the employee is not working as the payment for annual leave will be included as part of their normal salary. However, it is recommended that managers should accommodate reasonable requests for time off as a certain amount of flexibility could be beneficial to both parties.

Issues that must be addressed include:

- whether or not half-term holidays are excluded, as well as the summer, Christmas and Easter holidays;
- whether or not it should be a requirement that all normal paid holiday be taken during school holidays, or to allow the individual to swap their days / weeks off from time to time;
- the organisation of training for employees who are on term time;
- if, and how, the individual will be kept informed about workplace developments during school holidays; and
- how the responsibilities of the job can be maintained during school holidays, particularly where the job involves managing other members of staff.

6.7 Voluntary reduced working time (V-time)
This is a system whereby it is agreed that the employee will work reduced hours for a fixed period of time, with a return to full-time hours at the end of this period.

The Council will consider requests from employees to voluntarily reduce their hours of work on a temporary basis with their pay adjusted accordingly.

The reduction in hours or unpaid leave of absence will be for a specified period of time of **up to a maximum of 5 years** and can be achieved in a number of ways, as follows:

- reducing the working day
- reducing the number of days worked in the week
- taking time off in a block of days/weeks/months

All requests will be subject to operational considerations.

At the end of the specified period, the employee will either return to their substantive working hours or submit a further application to remain on the agreed reduced hours on a permanent basis. Such a request will be considered by the manager and be subject to operational considerations.

Where a request to remain on reduced hours is approved, a new contract of employment will be issued to the employee.
6.8 **Agile Working (includes working from home)**

Agile working is the term used to describe how employees can work flexibly from any location, whether it is from a Council building, within the community or by varying degrees of home working and hot-desking.

Although the majority of the roles within the Council cannot be classed as totally ‘agile’, there is considerable scope in many cases for some form of agile working. The extent of agile working is dependent on the nature of the role, the needs of the service and an individual’s circumstances.

Generally any job that does not require time to be spent in one location for example to deliver face to face customer services or use specialist equipment, may be adapted for agile working. However consideration should also be given to:

- Inter-relationships with other jobs
- Communication with the public
- Communication with colleagues, the team and the manager
- Access to required information and technology
- Costs and savings etc.

Those requesting agile working should apply directly to their line manager and Head of Service using the Agile Working Application Form. (for further details please see the Agile Working Policy).

6.9 **Extended Authorised Absence EEA (including Career Breaks)**

This is a system whereby the employee has an extended period of time away from paid work, with a guarantee of a return to the same or a similar job at the end of the time.

Employees who have more than 12 months service may apply for a period of EAA of between three months and two years depending on their individual needs.

All requests for EAA will be subject to operational requirements - (for further details please see the EEA Policy).

7. **Making an Application for Flexible Working**

7.1 Employees wishing to apply for flexible working time should make their request to their Head of Service (with a copy to Human Resources) using the Flexible Working Request Form. Those who want to apply for flexibility in terms of location should refer to the Agile Working Policy and make their request on the Agile Working Application Form.

Application forms can be found on the Council’s Intranet, or can be obtained directly from Human Resources.

7.2 **Employees’ rights:**

- To have their application considered in accordance with the set procedure and rejected only where there is a clear business ground for doing so.
- To have a work colleague or trade union representative present when meeting the manager to discuss the application.
- Where an application is rejected, to have a written explanation.
- To appeal against an employer’s decision to reject an application.
- To be protected from detriment or dismissal for making an application under the right.
7.3 To assist matters employees should:

- Make their applications well in advance of when they want it to take effect.
- Provide a carefully thought-out application.
- Be prepared to discuss their application in an open and constructive manner.
- Be prepared to be flexible themselves in order to reach an agreement with the manager.

8. Considering a Request for Flexible Working

8.1 The law requires requests to be dealt with in a timely manner and that the consideration process, including any appeal is completed within three months of first receiving the request. The time scales for appeal are such that in order to comply with statutory requirements Managers have a maximum of 30 days to deal with an application for flexible working. (see section 9 for specific time table)

8.2 An application will be considered to have been made on the day that it was received by the manager it was addressed to unless an employee fails to provide all the required information asked for in the application form. In which case the manager should tell them what is required and ask them to re-submit the application when complete.

The manager should also inform the employee that the time scale for dealing with the application would commence once the completed form has been resubmitted.

8.3 Manager's rights:

- To reject an application when the desired working pattern cannot be accommodated within the needs of the business.
- To seek the employee’s agreement to extend timescales where it is appropriate.
- To consider an application withdrawn in certain circumstances, as set out in 8.6.

8.4 Managers responsibilities

- To take all reasonable steps to accommodate an employee’s flexible working, consider requests objectively and in accordance with the set procedure.
- To ensure that they adhere to the time limits and either agree or refuse an application for flexible working within 28 days of the date of application
- To provide the employee with appropriate support and information during the course of the application.
- To consult with Human Resources before making a final decision on any request to work flexibly.
- To decline a request only where there is a recognised business ground and to explain to the employee in writing why it applies.
- To ensure that any variation of the procedure is agreed in advance with the employee, recorded in writing and passed to Human Resources for monitoring and storing.
- To ensure that they do not subject an employee to detriment or dismissal for making an application under the right.
<table>
<thead>
<tr>
<th>Section</th>
<th>Content</th>
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<tbody>
<tr>
<td>8.5</td>
<td>Managers must give full objective consideration to the request as per section 5 of this policy and should aim to hold a meeting with the employee no later than 7 days after the date of receipt of the application. The purpose of the meeting will be to discuss the changes the employee has proposed, the effects of the proposed changes and any possible alternative arrangements that might suit both parties. Employees have the right, if they wish to be accompanied at the meeting by a work colleague or recognised union representative.</td>
</tr>
<tr>
<td>8.6</td>
<td>A manager whose employee fails to attend the meeting more than once and does not provide a reasonable explanation may treat the application as having been withdrawn. In such circumstances that manager should write to the employee confirming that the application is now considered withdrawn.</td>
</tr>
</tbody>
</table>
| 8.7     | **Reaching a decision**  
All management decisions to grant flexible working must be made by the Head of Service (or Service Director where appropriate) and the employee must be informed of the decision **within 14 days** of the date of the meeting.  
If for some reason the request cannot be dealt within three months then an employer can extend this time limit, provided the employee agrees to the extension.  
If it is unclear whether the arrangements requested are sustainable or agreeing the request could impact on other employees’ it is advisable to agree the request on a temporary or for a trial period in the first instance.  
A trial period should be of sufficient duration to give both parties a chance to find out whether the chosen pattern of working will work out well in practice. In such circumstances, managers should agree an extension of time for making the final decision.  
Having considered the changes the employee is requesting and weighed up the advantages, possible costs and potential logistical implications of granting the request the manager must let the employee know their decision. The outcome of the request will be confirmed in writing to the employee either: |
|         | • agreeing to the application and specifying the contract variation agreed and the start date on which it is to take effect;  
|         | • agreeing a compromise such as a temporary agreement to work flexibly, or  
|         | • refusing the application and stating the specified grounds for the refusal. |
| 8.8     | **Refusing a flexible working application**  
There is no statutory obligation to grant a request and it would be unusual for managers to be able to agree to the working pattern or arrangement of every employees’ application. However where managers do reject flexible working applications this refusal can only be based on one or more of the following business grounds, as set out in the relevant legislation:- |
|         | • the burden of additional costs,  
|         | • an inability to reorganise work amongst existing staff  
|         | • an inability to recruit additional staff  
|         | • a detrimental impact on quality  
|         | • a detrimental impact on performance |
- detrimental effect on ability to meet customer demand
- insufficient work for the periods the employee proposes to work
- a planned structural change to your business.

If the employee is unhappy with the decision they have the right of appeal which should be lodged in writing to the Head of Business Support within 10 working days of receipt of the letter.

9. Timescales

<table>
<thead>
<tr>
<th>Action</th>
<th>Time scale</th>
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<tbody>
<tr>
<td>The manager must hold a meeting with the employee to discuss their application for flexible working</td>
<td>no later than 7 days after the date of receipt of the application.</td>
</tr>
<tr>
<td>The manager will write to the employee to confirm their decision.</td>
<td>within 14 days after the date of the meeting.</td>
</tr>
</tbody>
</table>

If the employee is aggrieved

Any appeal should be lodged in writing to the Head of Business Support within 10 working days of receipt of the decision letter.

A meeting will normally be held with the Service Director in accordance with Formal Stage 2 of the Grievance Policy. Within 10 working days from date of appeal letter.

The Service Director will write to the employee to confirm their decision. within 5 working days of the hearing.

If the employee continues to be aggrieved then the matter can be referred to the Employment and Appeals Committee whose decision on the matter will be final. (Stage 3 of the Grievance Policy)

An appeal under stage 3 should be submitted in writing to the Head of Business Support within 10 working days of receiving the Stage 2 decision.

An Employment Appeals Panel will normally be arranged within 20 working days of the receipt the appeal

The Chair will write to the employee to confirm their decision within 5 working days of the hearing.

9.2 Extending the timescale to confirm a decision

An extension to timescale would normally be requested because:

- the Manager or the employee may not be available because of illness or annual leave during the relevant period or
| 9.3 | - it could be that an alternative working pattern was suggested by the employee at the meeting, and s/he may need more time to consider the fuller impact on service delivery, team colleagues etc.
- a trial period has been agreed to test the feasibility of the flexible working pattern

A proposal for an extension is likely to be in the employee’s interests and the employee is encouraged to be open to such requests.

If the applicant does not accept the request to extend the time limit, the application will be dealt with within the designated timescales with the information available at that time.

If the applicant’s line manager is not available during the designated timescales, then the next level of Manager will designate an alternative equivalent Manager to deputise and consider the request. |
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<td>10.</td>
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</table>
| 10.1 | Flexible working links into a number of other supporting policies (see below) and those who want to apply for options 6.1, 6.8 and 6.9 should do so in accordance with those specific policies:
- Agile Working Policy
- Equal Opportunities
- Extended Authorised Absence
- Flexible Working Hours Handbook
- Health & Safety
- Job Share
- Promoting Attendance Controlling Absence
- Working Carers |
| 11. | Equality Impact Assessment and Monitoring |
| 11.1 | The operation of this policy will be monitored for its impact on different equality groups in line with the Equality Act 2010. This will enable the Council to assess whether any differences have an adverse impact on a particular group, such that further action would be required. |
| 12.1 | In implementing this policy, the Council will ensure that any personal data relating to the application of this policy will be obtained, processed and destroyed in line with the requirements of the Data Protection Act 1998. |
**FLEXIBLE WORKING REQUEST APPLICATION FORM**

**SECTION 1: TO BE COMPLETED BY EMPLOYEE**

**Note to the Employee**
You must submit this form to your line manager to make a request for a flexible working arrangement. Before completing the form please read the Work Life Balance Policy.

<table>
<thead>
<tr>
<th>Name:</th>
<th>Directorate:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Job Title:</td>
<td>Section:</td>
</tr>
<tr>
<td>Employment Start Date:</td>
<td>Date of Last Flexible Working Request: (if applicable)</td>
</tr>
</tbody>
</table>

**Reason for your request (please tick as appropriate)**

| a) I have responsibility for the upbringing of a child under 17 |
| OR a child under 18 with a disability |
| AND I am the mother, father, adopter, guardian, special guardian or foster parent of the child |
| OR the spouse/partner/civil partner of the above |

| b) I am caring for an adult for whom I am: |
| the spouse/partner/civil partner or relative | Or live at the same address |
| c) Other (please state reason below) |

**Please describe your current working arrangements (days/hours of work/other):**

**Please describe your desired working arrangements:**
<table>
<thead>
<tr>
<th>Proposed Hours:</th>
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<tbody>
<tr>
<td>Proposed Working Pattern:</td>
</tr>
<tr>
<td>Other (please detail):</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Please detail any issues, problems or benefits that may arise from your proposal with respect to the service and/or your colleague/s:</th>
</tr>
</thead>
<tbody>
<tr>
<td>How could these be addressed?</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Do you wish the arrangement to be Permanent or Temporary (please delete as appropriate)</th>
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<tbody>
<tr>
<td>If Temporary please state proposed period for arrangement:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Date you wish the arrangement to commence:</th>
<th>Signature:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Date:</td>
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</table>

**SECTION 2: TO BE COMPLETED BY LINE MANAGER**

**Note to the Line Manager**
Before completing this form please read the Work Life Balance Policy and seek advice from Human Resources as required.

<table>
<thead>
<tr>
<th>Name:</th>
<th>Job Title:</th>
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</table>

Please comment on benefits that may be gained by agreeing to the flexible working request:

Please identify operational, financial, staffing or service-related problems that may arise if the request is approved:

Please identify ways in which the problems detailed above may be overcome to enable the original request to be workable:

If you believe you cannot overcome the problems identified above but can suggest a compromise arrangement please give details:

<table>
<thead>
<tr>
<th>Do you recommend approval of the request</th>
<th>Signature:</th>
</tr>
</thead>
<tbody>
<tr>
<td>YES/NO (Delete as appropriate)</td>
<td>Date:</td>
</tr>
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</table>
SECTION 3: HEAD OF SERVICE AUTHORISATION

I have considered the request for flexible working and the comments made by the employee(s) and line manager. I do/do not *(delete as appropriate)* approve the request.

My reason/s for refusing the request are (tick appropriate box(es) and give brief explanation below):

- Burden of additional costs
- Detrimental effect on ability to meet customer demand
- Inability to re-organise work among existing staff
- Inability to recruit additional staff
- Detrimental impact on quality
- Detrimental impact on performance
- Insufficiency of work during the periods the employee proposes to work
- Planned structural changes

Details:
OR

The following working arrangements have been agreed:

Please give reasons for any compromise arrangements reached:

The new working arrangements will commence on ………………………………………..(insert date).

There will/will not be a trial period (please delete as appropriate)

Where applicable the trial period will last for ……………………………………………..(insert details)

A review will be held on ……………………………..(insert date)

<table>
<thead>
<tr>
<th>Name</th>
<th>Signature</th>
<th>Date</th>
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</table>

Please forward this form to Human Resources.
Leave and Work Life Balance Policy

March 2018
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<th>Page</th>
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<td>2</td>
<td>Supporting Policies</td>
<td>1</td>
</tr>
<tr>
<td>3</td>
<td>Annual Leave, Public and Extra Statutory Holidays.</td>
<td>1</td>
</tr>
<tr>
<td>4</td>
<td>Maternity, Paternity and Adoption Leave</td>
<td>2</td>
</tr>
<tr>
<td>5</td>
<td>Ordinary Parental Leave</td>
<td>2</td>
</tr>
<tr>
<td>6</td>
<td>Extended Authorised Absence EAA (including Career Breaks)</td>
<td>3</td>
</tr>
<tr>
<td>7</td>
<td>Compassionate Leave</td>
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<td>9</td>
<td>Applying for time off work</td>
<td>7</td>
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<td>10</td>
<td>Equality Impact Assessment and Monitoring</td>
<td>8</td>
</tr>
<tr>
<td>11</td>
<td>Data Protection Act 1998</td>
<td>8</td>
</tr>
</tbody>
</table>
1. **Introduction**

1.1 Wyre Council supports the promotion of work-life balance for employees and recognises that, on occasion, they may require additional time off to meet obligations or attend events outside of their working life.

This document sets out the leave schemes that are available to assist employees in achieving this balance. Managers will consider all the circumstances surrounding each request and ensure fairness and consistency in applying the policy.

2. **Supporting Policies**

2.1 This policy should be read in conjunction with the following policies:
- Extended Authorised Absence Policy.
- Equal Opportunities
- Flexible working Policy
- Health & Safety
- Becoming a Parent – Maternity, Paternity and Adoption
- Promoting Attendance
- Time off for Trade Union Duties

3. **Annual Leave, Public and Extra Statutory Holidays.**

3.1 All employees are entitled to annual leave as stipulated in their contract of employment. The full time entitlements are as follows:

- Up to the completion of 4 years continuous service = 23 days
- From the 4th complete year to the 5th complete year = 25 days
- After the completion of 5 years continuous service = 28 days

**Part time employees have a pro-rated entitlement.**

3.2 Annual holiday entitlement is accrued at one twelfth of the annual entitlement for each full month worked. This will not affect the actual holidays taken (all of which is subject to approval) but it will be used to calculate pay-in-lieu of holiday (or excess holiday) if the employee leaves during the year. Any leave taken in excess of accrued entitlement will be deducted from the final pay.

3.3 The annual leave year will run from the month of the employee’s start date with Wyre Council.

3.4 Up to 5 days annual leave (pro rata for part time staff) not taken during the leave year may be carried forward into the next leave year with the approval of the Head of Service.

Any carried over leave should be used within two months. There is no payment in lieu for holidays not taken.
In addition to your annual leave there is an entitlement to payment for 8 Bank Holidays and 1 extra statutory holiday i.e.


The extra statutory holiday is an additional day taken at Christmas and will be fixed each year depending on which days of the week Christmas falls.

Part time employees have a pro-rated entitlement to Bank Holidays and Extra Statutory Holidays.

4. Maternity, Paternity and Adoption Leave

4.1 Maternity Leave

Eligible employees can take up to 52 weeks’ maternity leave. The first 26 weeks is known as ‘Ordinary Maternity Leave’, the last 26 weeks as ‘Additional Maternity Leave’.

The earliest leave can be taken is 11 weeks before the expected week of childbirth and mothers must take at least 2 weeks after the birth

Eligibility for paid maternity leave is dependent on your length of service.

4.2 Paternity Leave

Eligible employees can take up to 2 weeks ordinary paternity leave because their partner is having a baby or adopting a child, they may also be eligible for up to 26 weeks’ paid Shared Parental Leave, see 4.4 below.

4.3 Maternity Support Leave

Maternity Support Leave of 5 days paid leave will be granted to the child’s father or the partner or nominated carer of an expectant mother at or around the time of birth. A nominated carer is the person nominated by the mother to assist in the care of the child and to provide support to the mother at or around the time of the birth.

4.4 Shared Parental Leave

Mothers are able to end their maternity leave early and share up to 50 weeks' untaken leave and 37 weeks' unclaimed pay with their partner.

4.5 Adoption Leave

Eligible employees can take up to 52 weeks’ adoption leave. The first 26 weeks’ is known as ordinary adoption leave followed immediately by up to 26 weeks’ additional adoption leave.

Adoption leave entitlement applies to one adoptive parent the other adoptive parent will be entitled to take paternity leave.

4.6 See Maternity, Paternity & Adoption Policy for further information.

5. Ordinary Parental Leave

5.1 In addition to the entitlements set out in section 4 parents of children under the age of 18 (birth and adoptive) who have a minimum of one year’s continuous service are able to
request up to 18 weeks leave to look after their child or make arrangements for their child's welfare.

5.2 The right to Ordinary Parental Leave arises in respect of each child.

5.3 Time off for Parental Leave is unpaid.

5.4 In most cases, an employee will take leave in blocks of one week or more (for example, in two-week or three-week blocks), up to a maximum of four weeks in a year for each child. However, the Council, at its discretion, may allow parents to take the leave in days or periods shorter than a week.

5.5 Wherever reasonably possible, an employee should give the Council at least 21 days' notice, giving the dates when the leave is to start and finish. This notice should be in writing to their line manager in the first instance.

5.6 There may be exceptional circumstances where it is considered that an employee’s absence would unduly disrupt the business, and, therefore, in these circumstances, the Council may request that the leave be postponed for a period no longer than six months. This would be discussed fully with the employee.

6. Extended Authorised Absence EAA (including Career Breaks)

6.1 This is a system whereby the employee has an extended period of time away from paid work, with a guarantee of a return to the same or a similar job at the end of the period.

6.2 Employees who have more than 12 months service may apply for a period of EAA of between three months and two years depending on their individual needs. The maximum of two years ensures that Wyre as a council does not find itself at a disadvantage covering roles with limited resources.

6.3 All requests for EAA will be subject to operational requirements - (for further details please see the EAA Policy).

7. Compassionate Leave

7.1 The Council recognises that when faced with the death of a dependant, partner or family member employees may need to take time away from work and may require additional support.

7.2 Individuals will obviously require varying levels of time off work dependant on the relationship, the location of the funeral or if the employee is responsible for the funeral arrangements or the estate of the deceased. The Head of Business Support (or in their absence a member of the HR Team) is therefore allowed the discretion, in liaison with the line manager, to authorise compassionate leave of up to 10 days. Any extension beyond this must be authorised by a member of the Corporate Management Team.

7.3 It is recognised that not even the maximum number of days would be sufficient to recover from the loss of someone close to you. The purpose of compassionate leave is therefore not to help you get over the loss but to help deal with the immediate shock and distress and give you the time to deal any arrangements that need to be made.
7.4 It may also be appropriate to consider other leave options covered within this policy or flexible working options covered in the Flexible Working Policy either instead of or in addition to compassionate leave. This will be especially applicable if staff need to travel abroad, are suffering from the loss of a close family member or where they are caring for a terminally ill dependant or family member. In such circumstances an extended period of unpaid leave may be considered and with the deduction from salary spread over an agreed number of months.

7.5 Support from Occupational Health and the Council’s Employee Support Programme will also be available.

7.6 Applications for Compassionate Leave should be made using the Compassionate Leave form available on the intranet or from Human Resources.

8. Special Leave

8.1 There may be occasions when employees need to take time away from work for reasons that do not necessarily fall under existing leave provisions. The Council has a number of schemes that allow staff to take time off work: some paid and some unpaid.

8.2 Time Off for Dependants

All employees will be allowed reasonable time off to provide care and attention to dependants, this may include:

- caring for ill dependants
- attending hospital with a dependant
- making longer term care arrangements for the ill or injured;
- breakdown or unexpected disruption in care arrangements;
- incidents at school etc.

Time off for dependents is unpaid.

There may be other occasions when long term leave (3 months or more) is needed particularly when a dependant requires respite care or is terminally ill, in which case it may be more appropriate for the employee to apply for a career break under the Extended Authorised Absence Policy.

8.3 Time Off for Emergencies

The Council will also be sympathetic to a reasonable request for time off to deal with domestic emergencies not involving dependants. This may include fire, flood or theft at home.

Time off for emergencies is unpaid.

As an alternative to taking unpaid leave, employees may consider, in discussion with their manager, using one or more of the following options:

- using annual leave e.g. where time off is half a day or more;
- using flexi time or arranging to work up additional hours e.g. where time off is less than half a day;
- changing working patterns or arrangements on a short-term basis.
It will depend on the individual circumstances as to the most appropriate option for taking leave and it will be at the discretion of line manager as to how leave can be taken in these circumstances, with each case being considered on its own merits.

8.4 Unpaid Leave

Unpaid leave may be approved at the discretion of your Head of Service. Requests made will be considered according to the needs of the service.

Payment for unpaid leave days may be deducted over a period of up to 3 months (this may however be extended in agreement with the Head of Business Support when additional days have been approved).

8.5 Purchase of Additional Annual Leave

Subject to operational requirements employees are able to purchase up to 5 days additional annual leave per annum.

The cost of purchasing annual leave is provided through salary sacrifice, which is an agreement between employees and the Council to vary their salary and benefits package under their contract of employment. This can be paid back over a period of up to 12 months.

For details of the scheme and how to apply see the Purchase of Additional Annual Leave Policy.

8.6 Public Duties

All employees will be allowed reasonable paid time off work to undertake public duties. This will normally be up to a maximum of 10 days within the leave year (pro-rata for part time staff).

The public duties that are covered by the existing legislative provisions are as follows:

- Magistrates;
- members of a local authority (e.g. a councillor);
- members of a police authority;
- members of any statutory tribunal;
- members of a relevant health body;
- members of the managing or governing body of an educational establishment;
- members of the governing body of a further or higher education corporation;
- members of a school council or board in Scotland;
- members of the General Teaching Councils for England and Wales;
- members of the Environment Agency or the Scottish Environment Protection Agency;

Council employees should advise both their line manager and Human Resources before first entering into such commitments and discuss the extent of the commitment and the implications for their work.

Where a ‘no loss of earnings’ compensation is offered by the relevant public body, the employee is required to inform the Council and the salary will be adjusted accordingly.

Council reserves the right to instruct any member of staff not to undertake duties which it considers harmful to its interests.
8.7 **Jury Service**

The Council will grant paid leave for employees who are called to attend Court for Jury Service. Any employee who is called for Jury Service should notify their Head of Service and forward their written notification (Jury Service Summons) to Human Resources as soon as it is received.

The court will provide a form for Wyre Council Payroll to complete in relation to loss of earnings and which should be sent to human resources. Once the service is completed the court will provide a statement of monies paid in relation to loss of earnings, which again, should be sent to human resources.

You will receive your normal pay during Jury Service and any monies paid to you by the court will be deducted on your return. If you fail to claim for loss of earnings through the Court, the Council reserves the right to deduct from your salary any monies paid at the standard rate for loss of earnings.

8.8 **Service as a Witness**

If an employee is cited to attend court as a witness, leave of absence will be granted as follows:-

- in the case of an employee called as a witness in a case before a senior court of England or Wales leave with pay will be granted, on the understanding that loss of earnings received by the employee from the Court, will be paid back to the council.

- in all other cases where the employee is called to attend court as a witness, leave without pay will be granted. Employees can claim from the person citing them, the relevant amount in respect of loss of earnings.

8.9 **Members of the Reserve Forces**

Employees who are members of the Volunteer Reserve Forces (Royal Naval Reserve, Royal Marines Reserve, Territorial Army or Royal Auxiliary Air force) will normally be granted two-week’s additional paid leave per year.

Recruits to the volunteer reserve forces are required to inform the Council of their status as reservists to ensure that the Council is better informed as to its obligations to employees and to enable to plan adequately for their absence and ultimate return.

Existing reservists are also expected to inform the Council of their next reengagement.

8.10 **Community Emergency Services**

An employee who is a member of a community emergency service, for example retained fire fighters, will be granted paid leave to attend emergencies during working hours.

8.11 **Trade Union Duties** (See Time off for Trade Union Duties policy for further information).
Reasonable time off with pay during working hours will be granted for trade union officials for the purpose of carrying out trade union duties or undertaking training in relation to trade union duties for a trade union recognised by the Council.

Reasonable time off with pay during working hours will be granted for Union Learning Representatives for the purpose of carrying out related duties or undertaking relevant training for a trade union recognised by the Council.

Trade Union Representatives are required to keep a record of all time off taken during office/working hours as it will need to be collated and published in accordance with the Code of Practice on Data Transparency.

8.12 **Election Duty**

Staff who assist with election duties for Wyre during their normal working day will be able to claim back time up to their normal working hours for that day. Credit will not be given for duties outside of the normal working day such as the Poll Officer/Presiding Officer training and the count. Nor will time be given for any election duties carried out on a normal day off.

Credit will not be given for staff carrying out election duties for another Council.

8.13 **Training Leave**

Employees with a minimum of 26 weeks continuous service have the statutory right to make a request in relation to time off for study or training purposes.

Employees may submit a request in relation to any type of study or training, provided that they can reasonably demonstrate that the study or training is likely to lead to an improvement in their effectiveness at work and consequently an improvement in the performance of the business.

The Council is not obliged to grant paid leave but may, at its discretion, agree to pay the employee his/her normal wage/salary during some or all of any time off granted for study or training purposes.

Each request will be dealt with individually, taking into account the nature of the employee’s request and any likely effects on the service.

8.14 **Volunteering Activities**

The Council recognises the valuable work that volunteers provide to the community and how this can also be used to aid employee’s personal and professional development.

In supporting employees with volunteering activities the council will allow up to 10 days unpaid leave to enable them to engage in volunteering activities. Arrangements will need to be agreed between employees and line managers and should not conflict with work requirements.

9. **Applying for time off work**

9.1 Applications for time off (unless otherwise stated) should be made on the “Request for Unpaid Leave Form”.
Although it is understood that situations may arise where it is not possible for employees to provide notice of time off, the absence must be reported to the line manager as soon as possible and no later than 10.00 am (or no later than the specified for those who work non-standard hours).

9.2 Failure by the employee to make contact with his/her manager could lead to disciplinary action if the leave is treated as an unauthorised absence.

Requests for time off will be considered against the work commitments and take into account:

- whether the absence would be unduly disruptive to the work of the team or service, and
- whether productivity may be affected in relation to the quantity or quality of work and service delivery.

### 10. Equality Impact Assessment and Monitoring

10.1 The operation of this policy will be monitored for its impact on different equality groups in line with the Equality Act 2010. This will enable the Council to assess whether any differences have an adverse impact on a particular group, such that further action would be required.

### 11 Data Protection Act 1998

11.1 In implementing this policy, the Council will ensure that any personal data relating to the application of this policy will be obtained, processed and destroyed in line with the requirements of the Data Protection Act 1998.
Pay and Time Off in Lieu Policy

Revised March 2018
## 1. Statement of Intent

1.1 Wyre Council intends to manage the pay of its workforce in order to regulate expenditure, ensure transparency, fairness and consistency in pay determination, control pay drift and conform with pay agreements reached on behalf of its employees both nationally and locally.

## 2. Scope

2.1 This policy explains the Council’s agreed terms and conditions on pay and applies to all Wyre Council employees engaged on National Joint Council for Local Government Services [Green Book] conditions of service.

## 3. Roles and Responsibilities

### 3.1 The Council is responsible for:

The responsibility for the pay structure rests with the Council, who through its Officers and principally based on the advice delivered by the Head of Business Support will establish consistency and conform with equal pay legislation.

### 3.2 The Chief Executive, Service Directors and Heads of Service will be responsible for:

- providing Human Resources with appropriate documentation, including time sheets, variation of hours, overtime and mileage claims etc. to enable the payment of salaries and wages;
- providing Human Resources with job descriptions and other information required to enable the determination of grade, wage or salary level for posts in their services;
- advising Human Resources of any variation, or proposed variation, of duties and responsibilities attached to a post in their Directorate which may have implications for the wage, grade or salary for that post.

### 3.3 The Head of Business Support is responsible for:

- advising the Council on wage rates, salary levels, job evaluation, wage and salary review procedures;
- maintaining an up to date establishment list which will contain each post on the Council’s establishment, with information relating to the remuneration and other payments relative to each employee;
- advising all employees of changes to their wage and salary levels, and making appropriate variations to their written particulars of employment as required by the Trade Union Reform and Employment Rights Act 1993, and Employment Rights Act 1996;
- administering the appeals procedures relating to grading matters;
- the payment of wages and salaries to the Council’s employees in accordance with the terms of their contract with the Council;
• making lawful deductions from the wages and salaries of the Council’s employees in accordance with legislation summarised in the Employment Rights Act 1996;
• issuing an itemised pay statement to each employee of the Council at or before the time at which any payment of wages or salary is made in accordance with the Employment Rights Act 1996.

4. **Pay Procedures**

4.1 Wyre Council will pay its employees’ salaries which reflect the agreement reached by the National Agreement on Pay and Conditions of Service, except in circumstances

- where locally agreed variations are in place
- which are jointly agreed between the Council and representatives of its employees in the furtherance of successful tenders for areas of activity which are exposed to competitive tendering,
- where the Council has taken into its employment employees of other councils or contractors under the TUPE regulations.

4.2 The appropriate grade for any particular post will be determined by Job Evaluation and administered by Human Resources.

4.3 **New Appointments**

Staff newly employed by the authority will normally be appointed to the initial point of the established grade for the post unless their skills, experience or previous salary justifies paying a higher scale point within that established grade. Offers above the initial point should only be made in consultation with Human Resources and the Service Director / Chief Executive.

4.4 **Calculation of Salary for New Employees**

If an employee commences their employment part way through a month, the pay due to them will be calculated as follows:-

• Normal annual salary divided into 12 equal instalments to give monthly salary.
• Monthly salary divided by the number of days in the current month multiplied by the number of days due.

*Example: For a start date of 11th September the calculation would be – monthly salary/30 days x 20 days.*

4.5 **Calculation of Salary for Leavers**

If an employee terminates their employment and is due to leave part way through a month, the leaving date for pay purposes will normally be a Sunday.

The pay due to them will be calculated as follows:-

• Normal annual salary divided into 12 equal instalments to give monthly salary.
• Monthly salary divided by the number of days in the current month multiplied by the number of days due.

Example: For a leaving date of 11th September the calculation would be – monthly salary/30 days x 11 days

4.6 Incremental Progression

Progression through the grade from one increment to the next will normally take place on the 1 April each year until the maximum point of the scale is reached.

However Officers with less than six months service by 1 April will be granted their first increment six months after their appointment, promotion or re-grading.

4.7 Increments may be accelerated within an employee’s scale on the grounds of special merit or ability subject to approval of the Service Director (or Chief Executive if Finance or Planning.)

4.8 At the discretion of management and in consultation with Human Resources employees can be accelerated up to two increments (within the grade) subject to the successful completion of an final examination of an approved course of study.

4.9 Increments may be withheld from any employee following an adverse report on an officer (subject to the normal rights of appeal). Any increment withheld may be paid subsequently when the employee’s service becomes satisfactory.

4.10 Recompense for Undertaking Temporary Additional Duties

An employee who, for any reason other than the annual leave of another officer, is called upon by their Service Director to undertake the full duties and responsibilities of a higher graded post for a continuous period of at least four weeks is entitled to receive a salary in accordance with the first increment of the grade of the higher graded post temporarily occupied. Once qualifying the higher salary will be paid with effect from the first day on which the employee was required to undertake the duties and responsibilities of the higher graded post.

4.11 Where an employee undertakes additional responsibility in the absence of a more senior officer (for any reason other than annual leave), albeit not the full duties and responsibilities, any entitlement to additional payments will be subject to the qualifying period set out in 4.8 above and will be based on an evaluation of the additional duties under the Council’s Job Evaluation Procedure.

Such payments are to be determined by the Head of Business Support after consultation with the Service Director / Chief Executive.

4.12 Grading, Re-grading and Appeals

Proposals for the management of the grading of new and changed posts, re-grading applications and appeals can be found on the Councils’ Intranet.

4.13 Calculation of Accrued/Overtaken and Unpaid Leave
Leave is calculated based on a 5 day working week (pro-rata for part time staff). Examples of calculations are shown below:
On leaving an employee has 10 days untaken accrued leave entitlement – weekly salary/5 days x 10 days paid with their final pay.

On leaving an employee has overtaken their leave entitlement by 3 days – weekly salary/5 days x 3 days deducted from their final salary.

An employee wishes to take 6 days unpaid leave – weekly salary/5 days x 6 days deducted from their salary.

4.14 Reimbursement of Expenses

4.14.1 Staff are eligible to be reimbursed only where expenditure is necessarily incurred in the performance of an approved duty.

4.14.2 Full details of expenses incurred must be recorded in the Mileage/Expense log book. All claims should be supported by a receipt which must be attached to the log book.

4.14.3 Claims for alcoholic beverages will not be accepted.

4.14.4 Expenses that can be claimed include travel, subsistence, eye-sight tests (see Eye-Sight Testing Policy and Procedure), out of pocket incidentals and ‘other expenses’ which may include car parking.

4.14.5 Financial Services issue rail warrants so staff should not be claiming for rail travel.

4.14.6 Employees who as a result of their official employment duties are prevented from following their normal meal arrangements or who have to stay away overnight may claim reimbursement of the actual expenditure incurred (excluding alcoholic drinks) up to the maximum allowance as set out below.

<table>
<thead>
<tr>
<th></th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>BREAKFAST</td>
<td>£4.48</td>
</tr>
<tr>
<td>* EVENING MEAL</td>
<td>£7.64</td>
</tr>
<tr>
<td>LUNCH</td>
<td>£6.17</td>
</tr>
<tr>
<td>* TEA</td>
<td>£2.43</td>
</tr>
<tr>
<td>OUT OF POCKET (DAILY)</td>
<td>£3.63</td>
</tr>
<tr>
<td>OUT OF POCKET (WEEKLY)</td>
<td>£14.55</td>
</tr>
</tbody>
</table>

* Please note these cannot be claimed on the same day.

An overnight stay must be involved to claim these.

4.14.7 Reimbursement of subsistence claims are subject to the following limitations:

- Absence of more than 4 but no more than 8 hours, the cost of one main meal.
- Absence of more than 8 but no more than 12 hours, the cost of two main meals.
- Absence of more than 12 hours, the cost of three main meals.

4.14.8 All expense claims should be made monthly using either the HR21 system of the ‘Staff Travel and Subsistence Allowance’ claim form. Claims submitted more than
two months after the expenses were incurred will be paid only with the express approval of the relevant Service Director or Chief Executive. Claims will be paid on or around the 15th of each month with salary payment.

4.14.9 Petty cash must not be used as a means of reimbursement.

4.15 Reimbursement of Mileage

For information on claiming reimbursement for mileage carried out on official business duties see the council’s Driving Policy.

4.16 Equal Pay Audit

Human Resources will conduct an equal pay audit every two years.

4.17 Equality Impact Assessment

Human Resources will assist Line Mangers to conduct an Equality Impact Assessment on restructuring proposals that have the potential to impact on a significant number of individuals.

5 Overtime and Time Off in Lieu (TOIL)

5.1 Overtime pay is defined as the additional pay claimed as a result of additional hours worked to contracted hours. It can be planned or occasionally unplanned. Unless an employee has a contractual entitlement to overtime or it has been authorised in advance by the appropriate line manager a claim for overtime will not be considered.

Planned overtime is pre-determined and the need for the overtime will have come about either from special one off project work or to carry out essential IT work.

5.2 Time off in Lieu (TOIL) is defined as time taken off to compensate for planned (or occasionally unplanned) time worked in addition to contracted hours.

Subject to working patterns and contractual arrangements TOIL should normally only apply to hours worked before 7.15am and after 7.00pm.

5.3 Employees who work additional hours on an ad hoc basis are recompensed either with an overtime payment or time off in lieu (TOIL) through the flexible hours recording system.

5.4 If the starting point for overtime worked is the employee’s home address any travel time included should be less than the time that it normally takes to travel from home to normal work base and back.

5.5 Employees on or below scp 28

Employees on or below scp 28 who are required to work additional hours beyond their working week are entitled to receive overtime payments / TOIL on the following basis:
Monday to Saturday – time and a half
Sundays and Public and Extra Statutory holidays – double time (min 2 hours)

5.5 Employees paid on scale point 29 or above

Those who are paid on scale point 29 and above will receive overtime payments as outlined above but these will be calculated at scp 28.

Staff paid on scale point 29 and above will be entitled to TOIL at plain time for hours worked from Monday to Thursday, time and a half for Fridays and Saturdays and double time for Sundays and Bank Holidays.

5.6 Part time employees

Part time employees are entitled to receive overtime payments / TOIL only at times and in circumstances in which full-time employees in the establishment would qualify. Otherwise a full working week for full time employees shall be worked by a part time employee before these enhancements apply.

5.7 Work undertaken under the emergency plan

Where recall to work is outside an employees’ usual/contracted working hours and their skill and professional knowledge means their attendance is critical to the emergency, the normal restriction that part time workers will need to have worked 37 hours before attracting overtime payments / TOIL at enhanced rates will be set aside. This arrangement must have been previously agreed with the Service Director for payment to be made.

Employees recalled to work under the emergency plan will be paid as follows:

Employees on or below scp 28 who are required to work additional hours beyond their working week are entitled to receive overtime payments on the following basis:

Monday to Saturday – time and a half
Sundays and Public and Extra Statutory holidays – double time (min 2 hours)
Work carried out from midnight onwards will be paid at double time.

Those who are paid on scale point 29 and above will receive overtime payments as outlined above but calculated at scp 28.

Travel time will be included in the time worked.

Staff recalled to work on a day’s leave will have their leave reimbursed. Overtime rates will only apply outside of normal working hours.

Sleep time for those working through the night and contracted to work the next day will be granted depending on the circumstances and only with the agreement of a Service Director up to a maximum of 7 hours 24 minutes.
5.8 Working Hours

The Council is mindful of the Working Time Regulations and has a duty of care to protect the health and safety of its employees by ensuring that they do not work too many hours. The normal working week is one of 37 hours and employees should not work more than 48 hours a week unless agreed by the line manager. Any requirement to work beyond the Working Time Regulations should be referred to the human resources team in the first instance.

If any employee regularly works additional hours, then working hours may need to be formally amended to reflect this.

5.9 Record Keeping

Where an employee currently utilises the Council’s flexitime system this will be the mechanism by which additional hours worked will be managed. The arrangements for the operation of the flexitime system are detailed in the relevant policy and procedure.

Post holders who are required to work outside the normal core flexi time (7.15 am to 7.00pm Monday to Friday) on a regular basis, may have their carry over limit increased up to a maximum of 4 days to accommodate operational requirements. Any increase in the carryover from 2 to 4 days must be agreed by the Head of Service in consultation with the HR team.

It is the responsibility of Line Managers to monitor the accumulation of TOIL and additional hours should normally only be worked with the prior agreement of the Line Manager.

5.10 Taking TOIL

Every effort should be taken to take TOIL as soon as possible after it is accrued, however, it is recognised that this may be restricted due to operational requirements.

Where TOIL of more than half of a normal working day is being claimed this should be claimed in line with the principles of booking flexi or annual leave.

6. Additional Payments and Allowances

6.1 Saturday and Sunday Working

Where employees are required to work a five day in seven week; plain time rates apply to the first 37 hours of any working week (excluding Public Holidays), irrespective of which days are worked and, thereafter, the appropriate additional hours provisions apply.

6.2 Night Work
To qualify for night work, the night time period must be 7 hours long and include the period between midnight and 5am.

Employees who work at night as part of their normal working week are entitled to receive an enhancement of time and one third for all hours worked between 8pm and 6 am.

6.3 Evening Work

A number of posts work into or in the evening on an ad hoc basis and are recompensed either with an additional hours payment or time off in lieu. The time off in lieu entitlements will be calculated in accordance with this policy and administered via the flexible hours recording system.

If any employee regularly works evenings, then their working hours may need to be formally amended to reflect this.

6.4 Public and Statutory Holiday.

Payment / TOIL for work undertaken on Public and Statutory Holidays will be made in accordance with National Agreement on Pay and Conditions of Service.

6.5 Severe Weather Standby and Operational Standby

A current weekly payment of £87.82 will be paid for Severe Weather Standby (previously referred to as Albion and Neptune standby) and Operational Standby and is increased in line with national pay awards. Where there is a recall to work to deal with an incident, employees will be paid in accordance with work undertaken under the emergency plan as set out in section 5.7 of this policy.

6.6 Recall to Work /Informal Standby

Where an individual is not on formal standby, but they may be recalled to work to deal with a matter that has arisen, it is proposed that no standby payment be paid (on the basis that there is no requirement for the employee to be on standby). However they should be recompensed in accordance with the provisions below:

- Time and a half is paid (or corresponding time off in lieu given) to any officer recalled to duty on scp 28 or below
- Plain time is paid (or corresponding time off in lieu given) to any officer recalled to duty on scp 29 or above
- Travel time be included in the time worked

Should any part time employee be called to work under the emergency plan the normal restriction that part time workers will need to have worked 37 hours before attracting TOIL / overtime payments at enhanced rates will be set aside.

6.7 Key holders call out

Key holders who do not receive regular standby payments and are called out to deal with an alarm at the Council premises for which they have responsibility will be paid in accordance with the provisions below:
- Two hours at double time (or corresponding time off in lieu given) to officers on scp 28 or below.
- Two hours at plain time (or corresponding time off in lieu given) to officers on scp 29 or above.

6.8 Duty Officers

6.8.1 The Duty Officer role is not allocated to any particular post but these additional duties are open to any employee to apply for. Where the Duty Officer is called out monitoring ensures that the provisions of the Working Time Directive are not breached.

The current weekly payment for Duty Officer standby of £266.10 is unchanged. The Duty Officer will also be reimbursed 1 hour of flexi for each week they are on duty irrespective of whether they are called out or not.

On occasions where a call out exceeds 3 hours flexi time claimed will be the period of the call out less 1 hour. It is expected however that this will only be required in exceptional circumstances.

6.8.2 Where the emergency plan is activated then the Duty Officers will be paid in addition to the weekly standby payment depending on the circumstances as follows:

1. If called out payment will be made in accordance with the emergency plan as set out in section 5.7
2. If homebased they will receive an additional payment of £38.01 (£266.10/7) for each day additional work is carried out during the activation of the emergency plan

Duty Officers will also be entitled to sleep time in line with section 5.7.

6.9 Food Safety Inspections

These rates are updated by the value of the annual pay award each year.

7. Recruitment and Retention Incentives

7.1 The Council is committed to the principles of equal pay for work of equal value. However, there are times when the rate of pay as determined by job evaluation is not competitive in the relevant job market, causing serious recruitment and retention difficulties particularly where certain specialisms are required.

In exceptional circumstances, it may be appropriate to consider payment of a recruitment or retention incentive to ensure the delivery of high performance services. These incentives may be in the form of a relocation package, a golden hello or a market supplement.

7.2 Proposals for payment of incentives must be made in consultation with Human Resources and include supporting evidence of the recruitment / retention difficulties and give consideration to the cost and implications on existing staff.
All proposals to offer a recruitment or retention incentive must be approved by the Chief Executive / Service Directors and Section 151 Officer.

All incentive payments are subject to a requirement to repay in the event that the employment terminates for whatever reason within a specified time and individuals will be required to sign contract agreements to this effect.

**7.5 Relocation Allowance**

The decision to offer such a recruitment incentive must be based on the business need, taking into account the purpose of the post, the difficulties in recruitment, the benefits to be gained and the alternatives to the employee relocation taking place.

Relocation expenses are judged on a case-by-case basis and each employee's situation and circumstances will be unique. The Council therefore retains discretion to tailor the relocation package to suit the particular circumstances and needs of each employee.

All offers of relocation are subject to HM Revenue & Customs regulations.

**7.6 Golden Hello**

In circumstances where it is expected that there will be exceptional difficulties recruiting to a position (irrespective of grade), a sum of money may be offered as an incentive.

This payment is discretionary and will only be made where there is clear evidence that the salary payable is in monetary terms, significantly lower than the market rate and there are serious recruitment and difficulties associated with the position.

Payments are normally made in the form of a cash lump sum and are subject to normal income tax and national insurance deductions.

### 8. Equality Impact Assessment And Monitoring

**8.1** The operation of this policy will be monitored for its impact on different equality groups in line with the Equality Act 2010. This will enable the Council to assess whether any differences have an adverse impact on a particular group, such that further action would be required.


**9.1** In implementing this policy, the Council will ensure that any personal data relating to the application of this policy will be obtained, processed and destroyed in line with the requirements of the Data Protection Act 1998.
1. **Statement of Intent.**

Wyre Council intends to manage early termination of employment to ensure that the interests of the Council, the Pension Scheme and the employees are given appropriate consideration.

2. **Introduction.**

2.1 The Council has certain discretionary functions available under the Local Government Pension Scheme (LGPS) Regulations and the Local Government (Discretionary Payments) (Injury Allowances) Regulations 2011. This document is a written statement of policy in relation to the exercise of certain discretionary functions available under LGPS legislation.

This policy relates to all employees employed by the Council who are members of the Local Government Pension Scheme administered by the Lancashire County Council.

2.2 **Normal Retirement Age (NRA)**

The normal retirement age for Local Government Pension Scheme members has been aligned to the employee’s individual State pension age at the time the employment is terminated (with a minimum of age 65). When a member reaches NRA an immediate pension becomes payable once the employee has left employment. An employee may retire before age NRA but may be subject to a reduction in their pension benefits.

Employees have a right to ask to continue to work beyond their normal retirement date and remain in the LGPS until 2 days before their 75th birthday. If they continue in employment beyond NRA their benefits are increased to reflect the fact that they will be paid for less time.

2.3 **Early retirement at age 55**

Under LGPS Regulations, employees who have at least 3 months membership of the LGPS can elect to receive their annual pension and lump sum on leaving employment from age 55, without the Council’s consent and at no capital cost to the Council. If the employee elects to receive their benefits before their normal retirement date the benefits will be reduced to reflect the costs of the pension coming into payment early, subject to transitional protection arrangements.

2.4 **Redundancy / Early retirement in the interests of the business**

Employees aged 18 and over who have at least two years continuous service will receive a redundancy compensation payment.

In addition those who are aged 55 who have at least 3 months membership of the LGPS will receive immediate payment of an unreduced pension and lump sum based on their accrued contributory service at the date their employment is terminated.

2.5 **Ill Health Retirement**
If an employee’s employment is ended due to ill health they are entitled to receive immediate payment of pension benefits regardless of age, provided that they have at least 3 months membership or have transferred pension rights from a previous scheme. A certificate must be obtained from an independent registered medical practitioner qualified in occupational health medicine before a decision can be made regarding ill health benefits. The cost of the early release of benefits in ill health retirement cases is met by the employer through the valuation process.

3. Discretions Exercised by the Council.

### 3.1 PART A 1 - Discretions from 1 April 2014 in relation to post 31 March 2014 active members and post 31.3.14. leavers in accordance with:

- Regulation 60 of the Local Government Pension Scheme (LGPS) Regulations 2013
- Paragraph 2 (2) of Schedule 2 to the LGPS (Transitional Provisions, Savings and Amendment) Regulations 2014
- Regulation 66 of the Local Government Pension Scheme (Administration) Regulations 2008
- Regulation 106 of the Local Government Pension Scheme Regulations 1997

#### 3.1.1 Discretion: Regulation R31 of the LGPS Regulations 2013. Power to grant additional pension.

An employer can grant additional pension of up to a maximum £6,755 a year (figure at 1 April 2017) to an active scheme member or within 6 months of leaving to a member whose employment was terminated on the grounds of redundancy or interest of the business. This maximum figure that can be awarded from 1 April 2017 but it will be index linked and the level increased on the 1st April each year.

**Exercise of Discretion:**

The Council has determined not to award additional pension.

#### 3.1.2 Discretion: Regulation R16 (2)(e) and R 16(4)(e) of the LGPS Regulations 2013. Whether, how much, and in what circumstances to contribute to a shared cost APC scheme.

Where an active Scheme member wishes to purchase extra annual pension of up to £6,755 (figure at 1 April 2017) by making Additional Pension Contributions (APCs) an employer can voluntarily contribute towards the cost of purchasing that extra pension via a Shared Cost Additional Pension Contribution (SCAPC). That maximum figure that can be initially awarded will be index linked and the level increased on 1st April each year.

**Exercise of Discretion:**

The Council has determined not to make any shared cost contribution to an additional pension.
### 3.1.3 Discretion: Regulation R30(6) of the LGPS Regulations 2013, Regulations 3 (5), 11(2) and 11(3) of the LGPS (Transitional Provisions, Savings and Amendment) Regulations 2014 and regulation 18(3) of the LGPS (Benefits, Membership and Contributions) Regulations 2007

- Flexible retirement.

To determine whether all or some benefits can be paid if an employee applies for flexible retirement at or after age 55. Employees opting for flexible retirement by reducing hours or moving to a lower grade can draw their pension benefits whilst continuing in employment and building up further benefits in the scheme.

Specifically where the employer consents to flexible retirement then, in addition to the benefits the member has accrued prior to 1 April 2008 (which the member must draw), the employer can also allow the member to choose to draw:

- all, part or none of the pension benefits they accrued after 31 March 2008 and before 1 April 2014,

and / or

- all, part or none of the pension benefits they accrued after 31 March 2014.

**Exercise of Discretion:**

The Council will not automatically operate this discretion but each case is to be considered on its merits.

### 3.1.4 Discretion: Regulation R30(8) - Power to pay unreduced benefits on flexible retirement.

Determine whether or not to waive all or part of the actuarial reduction that may apply if the officer retires before age NRA.

Benefits taken on flexible retirement will be subject to a potential actuarial reduction if they are being drawn earlier than the member’s normal retiring age (flexible retirement provisions may be operated for members potentially up to a member's 75th birthday). The reductions applied will be in accordance with guidance issued by the government actuary. Employers can if they choose waive, in whole or in part, any reductions that might apply.

**Exercise of Discretion:**

The Council will not automatically operate this discretion to waive all or part of the actuarial reductions with each case being considered on its merits. The cost of the pension strain should normally be mitigated by the salary saving over 2 years in order for consent to be given in any particular case.

### 3.1.5 Early retirement and waiving actuarial reductions. (Schedule 2 paragraphs 1(2), 2(1), 2(2) and Regulation 3 (1) of the LGPS (Transitional Provisions, Savings and Amendment) Regulations 2014, Regulation 30(8) of the LGPS Regulations 2013 and regulation 30(5) and 30A(5) of the LGPS (Benefits, Membership and Contributions) Regulations 2007)
Determine whether or not to waive all or part of the actuarial reduction on benefits which a member voluntarily draws before normal pension age for both active, deferred members & suspended tier 3 ill health pensions. The employer must pay to the Pension Fund a sum representing the capital cost of waiving those reductions.

If a member leaves a local government employment before he is entitled to the immediate payment of retirement benefits, then if he is age 55 or more (or having attained age 55 and have previously been awarded deferred benefits after 01 April 2014) he may choose to receive payment of them immediately.

Any benefits payable may be reduced as appropriate in accordance with guidance issued by the Government Actuary. Appendix 1 lists the options available to the Council in terms of the level of reductions that can be waived.

**Exercise of Discretion:**

The Council will not automatically operate this discretion to waive the actuarial reductions with each case being considered on its merits.

### 3.1.6 Discretion: Regulation TP Sch. 2, 1(2) - Whether to allow the ‘rule of 85’ to be “switched on” for members who would normally meet the rule but who will not if they draw the benefits age 55-59.

The LGPS 2014 permits current employees and deferred members to choose to take their retirement pensions from age 55. This election is without employers consent and therefore is subject to an actuarial reduction. In such cases of voluntary retirement between the ages of 55 to 60, the Rule of 85 protections do not apply. However, the Council has discretion to waive the actuarial reduction applied to benefits paid early.

**Exercise of Discretion:**

The Council will not automatically operate this discretion to waive the actuarial reductions with each case being considered on its merits.

### 3.2 PART A2 - Discretions in relation to scheme members who ceased active membership on or after 1 April 2008 and before 1 April 2014.

#### 3.2.1 Discretion: Regulation B30(2) B30A(3) and (5) of the LGPS (Benefits, Membership and Contributions) Regulations 2007 - Early release of deferred benefits with employer consent

Determine whether to grant application for early payment of deferred benefits on or after age 55 and before age 60 to members who have left the scheme between 1 April 2008 and 31 March 2014 with deferred benefits (or suspended tier 3 benefits).

**Exercise of Discretion:**
<table>
<thead>
<tr>
<th><strong>3.2.3</strong></th>
<th><strong>Discretion: Regulation B30(5)</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Whether to waive, on compassionate grounds, the actuarial reduction applied to benefits paid early under B30 and B30A</td>
<td></td>
</tr>
<tr>
<td><strong>Exercise of Discretion:</strong></td>
<td></td>
</tr>
<tr>
<td>The Council will not automatically operate this discretion to waive actuarial reduction on compassionate grounds and will consent to such requests where there are exceptional reasons for doing so.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>3.3</strong></th>
<th><strong>PART A3: - Discretions under the Local Government Pension Scheme Regulations 1997 (as amended) in relation to members who ceased active membership on or after 1 April 1998 and before 1 April 2008.</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>3.3.1</strong></td>
<td><strong>Discretion: Regulation 31(2) Early release of deferred benefits with employer consent (Grant application from a post 31.3.98 / pre 1.4.08 leaver for early payment of benefits on or after age 50/55 and before age 60.)</strong></td>
</tr>
<tr>
<td>Determine whether to grant application for early payment of deferred benefits on or after age 50 and before age 60 to members who have left the scheme between 1 April 1998 and 31 March 2008 with deferred benefits.</td>
<td></td>
</tr>
<tr>
<td><em>It should be noted that benefits paid on or after age 50 and before age 55 would be subject to an unauthorised payments charge under the Finance Act 2004 and, where applicable, an unauthorised payments surcharge under that Act, and a Scheme sanction charge on any benefits built up after 5 April 2006.</em></td>
<td></td>
</tr>
<tr>
<td><strong>Exercise of Discretion:</strong></td>
<td></td>
</tr>
<tr>
<td>The Council will not automatically operate this discretion with each case being considered on its merits.</td>
<td></td>
</tr>
<tr>
<td><strong>3.3.2</strong></td>
<td><strong>Discretion: Regulation 31(5)</strong></td>
</tr>
<tr>
<td>Waive, on compassionate grounds, the actuarial reduction applied to benefits paid early for a post 31.3.98 / pre 1.4.08 leaver</td>
<td></td>
</tr>
<tr>
<td><strong>Exercise of Discretion:</strong></td>
<td></td>
</tr>
<tr>
<td>The Council will not automatically operate this discretion to waive the actuarial reductions with each case being considered on its merits.</td>
<td></td>
</tr>
<tr>
<td><strong>3.3.3</strong></td>
<td><strong>Discretion: Regulation 31(7A)</strong></td>
</tr>
<tr>
<td>Employees who opt out pre 1.4.08 will only to get benefits paid from NRD unless the employer agrees otherwise.</td>
<td></td>
</tr>
</tbody>
</table>
**Exercise of Discretion:**
The Council will not automatically operate this discretion with each case being considered on its merits.

### 3.4 PART A4: Discretions in relation to scheme members who ceased active membership before 1 April 1998.

#### 3.4.1 Discretion: Regulation D11(2)(c) of the LGPS Regulations 1995

Grant application from a pre.1.4.98 leaver for early payment of deferred benefits on or after age 50 and before age 60 on compassionate grounds. Under these rules the sole discretion is that the Council may determine on compassionate grounds that benefits are to become payable on an unreduced basis.

*It should be noted that benefits paid on or after age 50 and before age 55 would be subject to an unauthorised payments charge under the Finance Act 2004 and, where applicable, an unauthorised payments surcharge under that Act, a Scheme sanction charge will not be payable.*

**Exercise of Discretion:**
The Council will not automatically operate this discretion with each case being considered on its merits.

### 3.5 PART B – Formulation of policy in accordance with further discretions under the Local Government Pension Scheme Regulations 2013

#### 3.5.1 Discretion: Regulation R100(6) of the LGPS Regulations 2013 - Extend normal time limit for acceptance of a transfer value beyond 12 months from joining the LGPS

The LGPS Regulations enable members to transfer pension rights accrued prior to joining the scheme into the LGPS, and thereby count additional pension. This election should be made within 12 months of first joining the LGPS in the employment.

Whether, with the agreement of the Pension Fund administering authority, to permit a Scheme member to elect to transfer other pension rights into the LGPS if he / she has not made such an election within 12 months of joining the LGPS

**Exercise of Discretion:**
The Council will not automatically operate this discretion with each case being considered on its merits.
3.5.2 Discretion: Regulation R22 (7)(8) of the LGPS Regulations 2013 - Whether to extend the 12 month option period for a member to elect that deferred benefits should not be aggregated with a new employment.

Previous LGPS rights are automatically aggregated unless an election to keep those accrued benefits separate is received. Regulations 22 (7) and (8) allow an employer to extend the 12 month time limit within which a Scheme member who has a deferred LGPS benefit following the cessation of employment (or cessation of a concurrent employment) to elect not to have the deferred benefits aggregated with their new LGPS employment (or on-going concurrent LGPS employment) if the member has not made an election to retain separate benefits within 12 months of commencing membership of the LGPS in the new employment (or within 12 months of ceasing the concurrent membership).

**Exercise of Discretion:**

The Council will not automatically operate this discretion with each case being considered on its merits.

3.5.3 Discretion: Regulation R9 and 10 of the LGPS Regulations 2013 - Determine rate of employees' contributions.

An active member shall make contributions to the Scheme at the relevant contribution rate, from his pensionable pay, in each employment in which he is an active member. The contribution rate to be applied to his pensionable pay in any financial year is the rate determined by the employer with reference to the tiered contribution pay bands stated in the regulations.

Where there is a material change to a member's pensionable pay in the course of a financial year, the employer may re-determine the contribution rate to be applied.

**Exercise of Discretion:**

The Council will re-determine the % contribution rate applied from the date of the material change.

3.5.4 Discretion: Regulation R21(4) and(5) of the LGPS Regulations 2013 Assumed Pensionable Pay

Whether or not, when calculating assumed pensionable pay when a member

- is on reduced contractual pay or no pay on due to sickness or injury, or
- is absent during ordinary maternity, paternity or adoption leave or during paid additional maternity, shared parental or adoption leave, or
- is absent on reserve forces service leave, or
- retires with a Tier 1 or Tier 2 ill health pension, or
- dies in service

to include in the calculation the amount of any ‘regular lump sum payment’ received by the member in the 12 months preceding the date the absence
began or the ill health retirement or death occurred. A ‘regular lump sum payment’ is a payment for which the member’s employer determines there is a reasonable expectation that such a payment would be paid on a regular basis.

**Exercise of Discretion:**

The Council will not automatically operate this discretion with each case being considered on its merits.

<table>
<thead>
<tr>
<th>3.5.5</th>
<th><strong>Discretion: Regulation B11(2) – Power of employing authority to determine a policy for averaging pensionable pay by way of fees.</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>To allow a member to select a final pay period for fees to be any 3 consecutive years ending 31(^{st}) March in the 10 years prior to leaving.</td>
<td></td>
</tr>
</tbody>
</table>

**Exercise of Discretion:**

Provided that the financial implications are not material the Council will allow a member to select the final pay period for fees to be any 3 consecutive years ending 31\(^{st}\) March in the 10 years prior to leaving.

<table>
<thead>
<tr>
<th>3.6</th>
<th><strong>PART C1: Exercise of discretions in accordance with Local Government (Early Termination of Employment) (Discretionary Compensation Amendment) Regulations 2006 (as amended.)</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>3.6.1. Discretion: Regulation 5 - Redundancy and Compensation Payments</strong></td>
<td></td>
</tr>
<tr>
<td>The Council has the discretion to base redundancy payments on an actual week’s pay where this exceeds the statutory limit.</td>
<td></td>
</tr>
</tbody>
</table>

**Exercise of Discretion:**

The Council has adopted the power to use the actual week’s pay excluding employer's pension contribution for this calculation.

| **3.6.2. Discretion: Regulation 6 - Redundancy and Compensation Payments** |
| These regulations provide a discretionary power to award a one-off lump sum payment of up to 2 years pay (104 weeks), inclusive of any redundancy payment made. This applies to any member whose employment is terminated on the grounds of redundancy, efficiency of service. |

**Exercise of Discretion:**

The Council has decided not to award any compensation/enhanced payments and will use the statutory formula to calculate redundancy payments giving a maximum of 30 weeks pay.
<table>
<thead>
<tr>
<th>3.7</th>
<th>Part C2: Exercise of discretions in accordance with Local Government (Early Termination of Employment) (Discretionary Compensation) (England and Wales) Regulations 2000 (as amended)</th>
</tr>
</thead>
</table>
| 3.7.1 | **Discretion: Regulation 17**  
Whether and to what extent to reduce or suspend the member’s annual compensatory added years payment during a period of re-employment in local government.  
**Exercise of Discretion:**  
A reduction or suspension of pension would take place where the amount of new earnings together with the pension payment exceeded the annual rate of pay on leaving the first employment, with appropriate adjustments made for the effects of index linking to salary and pension benefits. |
| 3.7.2 | **Discretion: Regulation 19**  
How to reduce the member’s annual compensatory added years payment following the cessation of a period of re-employment in local government.  
**Exercise of Discretion:**  
The member’s annual compensatory added years payment following cessation of a period of re-employment in local government will be adjusted to ensure that the member has not exceeded the membership that would have been accrued in their first employment had they continued in employment until age 65. |
| 3.7.3 | **Discretion: Regulation 21 (4)**  
How to apportion any surviving spouse’s or civil partner’s annual compensatory added years payment where the deceased person is survived by more than one spouse or civil partner.  
**Exercise of Discretion:**  
Any surviving spouse’s annual compensatory added years payment will be divided equally where the deceased person is survived by more than one spouse or civil partner. |
<table>
<thead>
<tr>
<th>3.7.4</th>
<th><strong>Discretion: Regulation 21 (7)</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Whether, in respect of the spouse of a person who ceased employment before 1 April 1998 and where the spouse or civil partner remarries, enters into a new civil partnership or cohabits after 1 April 1998, the normal pension suspension rules should be dis-applied i.e. whether the spouse’s or civil partner’s annual compensatory added years payments should continue to be paid.</td>
<td></td>
</tr>
<tr>
<td><strong>Exercise of Discretion:</strong></td>
<td></td>
</tr>
<tr>
<td>The spouse’s or civil partner’s annual compensatory added years payments should continue to be paid in respect of the spouse or civil partner of a person who ceased employment before 1 April 1998 and where the spouse or civil partner remarries, enters into a new civil partnership or cohabits after 1 April 1998.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3.7.5</th>
<th><strong>Discretion: Regulation 21 (7)</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Whether, in respect of the spouse or civil partner of a person who ceased employment before 1 April 1998 and where the spouse or civil partner remarries or cohabits or enters into a civil partnership on or after 1 April 1998 with another person who is also entitled to a spouse’s or civil partners annual CAY payment, the normal rule requiring one of them to forego payment whilst the period of marriage, civil partnership or co-habitation lasts, should be dis-applied i.e. whether the spouses’ or civil partners’ annual CAY payments should continue to be paid to both of them.</td>
<td></td>
</tr>
<tr>
<td><strong>Exercise of Discretion:</strong></td>
<td></td>
</tr>
<tr>
<td>The spouse’s or civil partner’s annual compensatory added years payments should continue to be paid to both parties and where the spouse or civil partner remarries, enters into a new civil partnership or cohabits after 1 April 1998 with another person who is also entitled to a spouse’s or civil partners annual CAY payment.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3.7.6</th>
<th><strong>Discretion: Regulation 25 (2)</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>How it will decide to whom any children’s annual compensatory added years payments are to be paid where children’s pensions are not payable under the LGPS (because the employee had not joined the LGPS) and, in such a case how the annual added years will be apportioned amongst any eligible children.</td>
<td></td>
</tr>
<tr>
<td><strong>Exercise of Discretion:</strong></td>
<td></td>
</tr>
<tr>
<td>Any annual added years will be divided equally amongst any eligible children.</td>
<td></td>
</tr>
</tbody>
</table>
4. **Consideration of Requests for Early Retirement (excluding Ill Health Retirements).**

4.1 **Making a request**

Formal requests for early termination of employment or flexible retirement should be made in the first instance to the employee’s Director, who will make their recommendation.

4.2 **Obtaining Information**

Advice on early retirement / flexible retirement / voluntary redundancy etc can be obtained from the Human Resources section. All requests for estimates of benefits and pension forecasts should also be made via Human Resources.

4.3 **Determination of Applications**

Determination of applications for early release from any employee, except members of the Management Team, is delegated to the Chief Executive in association with the S151 Officer. In determining the application, they must be satisfied that the proposals are cost-neutral to the Council over a specified period of time in accordance with the Council’s policy and Audit Commission requirements. Any proposal for the early release of a member of the Management Team must be considered by the full Council.

4.4 This policy does not override the provision of the Local Government Pension Scheme Regulations (as amended), the Local Government (Discretionary Payments) as amended, and the Employment Rights Act.

5 **Local Government (Discretionary Payments) (Injury Allowances) Regulations 2011**

5.1 **Exercise of discretions in accordance with Regulation 14 of the Injury Allowances in respect of leavers, deaths and reduction in pay.**

<table>
<thead>
<tr>
<th>5.1.1</th>
<th>Discretion: Regulation 3(1)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Whether to grant an injury allowance following reduction in remuneration as a result of sustaining an injury or contracting a disease in the course of carrying out duties of the job.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>5.1.2</th>
<th>Discretion: Regulation 3(4) &amp; 8</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amount of injury allowance following reduction in remuneration as a result of sustaining an injury or contracting a disease in the course of carrying out duties of the job.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>5.1.3</th>
<th>Discretion: Regulation 3(2)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Determine whether a member continues to be entitled to an Injury Allowance awarded under regulation 3 (1).</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>5.1.4</th>
<th>Discretion: Regulation 4 (1)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Whether to grant an injury allowance and determine the amount following cessation of employment as a result of permanent incapacity caused by</td>
<td></td>
</tr>
</tbody>
</table>
sustaining an injury or contracting a disease in the course of carrying out the duties of the job.

| 5.1.5 | **Discretion:** Regulation 4 (3) & 8, Amount of injury allowance following cessation of employment as a result of permanent incapacity caused by sustaining an injury or contracting a disease in the course of carrying out the duties of the job. |
| 5.1.6 | **Discretion:** Regulation 4(2) Determine whether a member continues to be entitled to an Injury Allowance awarded under regulation 4 (1). |
| 5.1.7 | **Discretion:** Regulation 4 (5) Whether to Suspend or Discontinue an Injury Allowance Whether to suspend or discontinue the injury allowance awarded under regulation 4 (1) if the member secures paid employment for not less than 30 hours per week for a period of not less than 12 months. |
| 5.1.8 | **Discretion:** Regulation 6(1) Whether to grant an injury allowance following cessation of employment with entitlement to immediate LGPS pension where a regulation 3 payment was being made at date of cessation of employment but regulation 4 does not apply. |
| 5.1.9 | **Discretion:** Regulation 6(1) Determine the amount of any injury allowance to be paid under regulation 6(1) |
| 5.1.10 | **Discretion:** Regulation 6(2) Whether to cease payment of an injury allowance awarded under regulation 6(1). |
| 5.1.11 | **Discretion:** Regulation 7(1) Whether to grant an injury allowance to the spouse civil partner, nominated co-habiting partner or dependent of an employee who dies as a result of sustaining an injury or contracting a disease in the course of carrying out duties of the job. |
| 5.1.12 | **Discretion:** Regulation 7(2) & 8 Determine the amount of any injury allowance to be paid under regulation 7(1) |
| 5.1.13 | **Discretion:** Regulation 7(3) Determine whether and when to cease payment of an injury allowance awarded under regulation 7(1). |

**Exercise of Discretions**

The Council has determined not to adopt its discretionary powers in respect of the injury allowance regulations described above as it cannot be satisfied that such a policy would be workable, affordable and reasonable having regard to the foreseeable cost.
Declaration

It is understood that the above discretions are applicable to all eligible members of the Scheme. In respect of the mandatory policy requirements, a written statement should be published indicating the policy which is being applied by that employer in the exercise of its functions. A copy of the scheme employer’s policy decisions should be sent to Your Pension Service within one month of the date the policy is revised.

Any change to the discretions exercised under the LGPS Regulations can take immediate effect from the date the Scheme employer agrees the change.

Any change to the discretions exercised under the Discretionary Compensation Regulations 2000, the Discretionary Compensation Regulations 2006 or the Injury Allowances Regulations 2011 cannot take effect until one month after the date the Scheme employer publishes a statement of its amended policy.

The policies made above:

i. Must have regard to the extent to which the exercise of the discretions could lead to a serious loss of confidence in the public service;

ii. Will not be used for any ulterior motive;

iii. Will be exercised reasonably;

iv. Will only be used when there is a real and substantial future benefit to the employer for incurring the extra costs that may arise;

v. Will be duly recorded when applied.

Signed on behalf of the Employing Authority:

Name in Block Capitals:

Position:
### Appendix 1 – if voluntarily retiring

If there is an actuarial reduction regarding the particular tranche of membership, the employer has the right to –

<table>
<thead>
<tr>
<th>Part</th>
<th>Group 1</th>
<th>Group 2</th>
<th>Group 3</th>
<th>Group 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Waive all or none on compassionate grounds.</td>
<td>Waive all or none on compassionate grounds</td>
<td>Waive all or none on compassionate grounds</td>
<td>Waive all or none on compassionate grounds</td>
</tr>
<tr>
<td>B1</td>
<td>Waive all or none on compassionate grounds.</td>
<td>Waive all or none on compassionate grounds</td>
<td>Waive all or none on compassionate grounds</td>
<td>Waive all or none on compassionate grounds</td>
</tr>
<tr>
<td>B2</td>
<td>Waive all or none on compassionate grounds.</td>
<td>Waive all or none on compassionate grounds</td>
<td>Waive all, some or none on any grounds.</td>
<td>Waive all, some or none on any grounds.</td>
</tr>
<tr>
<td>C</td>
<td>Waive all, some or none on any grounds.</td>
<td>Waive all or none on compassionate grounds</td>
<td>Waive all, some or none on any grounds.</td>
<td>Waive all, some or none on any grounds.</td>
</tr>
<tr>
<td>D1</td>
<td>Waive all, some or none on any grounds.</td>
<td>Waive all, some or none on any grounds.</td>
<td>Waive all, some or none on any grounds.</td>
<td>Waive all, some or none on any grounds.</td>
</tr>
</tbody>
</table>

Part A = membership to 31 March 2008  
Part B1 = membership 1 April 2008 to 31 March 2014  
Part B2 = membership 1 April 2014 to 31 March 2016  
Part C = membership 1 April 2016 to 31 March 2020  
Part D1 = membership 1 April 2020 onwards

Group 1 member = a member who was an active member prior to 1 October 2006 and who was born on 31 March 1956 or earlier  
Group 2 member = a member who was an active member prior to 1 October 2006, was born between 1 April 1956 and 31 March 1960 inclusive, and who would reach their CRA by 31 March 2020  
Group 3 member = a member who was an active member prior to 1 October 2006 and who is not a Group 1 or Group 2 member  
Group 4 member = a member who was not a member prior to 1 October 2006.

If member retires on flexible retirement, the employer may waive all, some or none of any reduction on any grounds.
Redundancy Policy and Selection Procedure
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<th>Page</th>
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<td>2. Consultation</td>
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<td>3. Avoiding or reducing the need for compulsory redundancies</td>
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<td>4. Selection pool</td>
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<td>5. Selection criteria</td>
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<td>6. Alternative work</td>
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<td>7. Support for redundant employees</td>
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<td>10. Equality and diversity</td>
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<td>11. Data protection</td>
<td>4</td>
</tr>
</tbody>
</table>
1. Policy Statement

1.1 Wyre Council is committed to protecting the employment security of employees. However, there may be occasions when legislative changes, the demand for services, or budgetary constraints impact on staffing requirements.

Where staff cuts are inevitable the Council will manage redundancies in line with statutory requirements and good practice, and aims to minimise the adverse impact on both those employees who lose their jobs and on those remaining in employment.

This procedure outlines the approach to be adopted should be read in conjunction with the associated policies on Redeployment and Managing Restructures and Changes to Terms and Conditions.

1.2 All reasonable steps will be taken to avoid compulsory redundancies and there will be full and meaningful consultation with employees and recognised trade unions regarding any proposal for organisational change.

2. Consultation

2.1 Responsibilities
Service Directors and Heads of Service have the overall responsibility for ensuring the fair and consistent application of the Redundancy Policy. Responsibility for individual consultation lies with the relevant Heads of Service but Human Resources will take the lead in any formal consultation process.

2.2 Who to consult
Consultation will take place with the relevant recognised trade union(s) appropriate to the employees affected, whether or not any of the employees are trade union members. ‘Employees affected’ means employees who are at risk of redundancy and those affected by measures associated with the redundancies e.g. employees taking on re-allocated work.

The Head of Service will also make appropriate arrangements to consult with those who are absent from work on maternity/adoptions/paternity leave, long term sickness absence, secondment, extended authorised absence etc.

Human Resources will consult with the full time official of the relevant trade unions in accordance with Section 188 of the TULRA, they will also inform the Secretary of State of its proposals under Section 193 as appropriate.

2.3 When to consult
The Council will normally apply the 30 days consultation period as a minimum where employees are at risk of redundancy. However statutory requirements will apply if the Council is proposing to dismiss on redundancy 20 or more employees within a period of 90 days. This means that consultation must commence

- At least 30 days before the first dismissal takes effect if 20 to 99 employees are to be made redundant over a period of 90 days or less;
• At least 45 days before the first dismissal takes effect if 100 or more employees are to be made redundant over a period of 90 days or less;

And

The Council must disclose the following information in accordance with procedures set down in s188(1A) of the Trade Union and Labour Relations (Consolidation) Act 1992, otherwise they may have to pay a protective award to each employee who was not properly consulted.

1. The reasons for the proposals
2. The numbers and descriptions of employees involved
3. The selection criteria to be used
4. Procedures to be used in carrying out the dismissals including the period over which dismissals are to take effect
5. The measures for minimising or avoiding compulsory redundancies.

3. Avoiding or reducing the need for compulsory redundancies

3.1 When the Council believes it has, or is likely to have a need to reduce staffing levels, every effort will be made by the Council to reduce the number of possible redundancies. The Council will consider the following: -

a) restrictions on recruitment;
b) natural wastage;
c) the termination of employees on agency contracts, casual and short term contracts;
d) seeking applicants for part time working;
e) the reduction or elimination of overtime;
f) the retraining and redeployment to other parts of the Council;
g) seeking applicants for early / flexible retirement or voluntary redundancy.

However it is important that the Council retains the balance of skills and experience within service areas and teams. Consideration will only be given to volunteers for redundancy if this is not detrimental to the Council.

4. Selection Pool

4.1 This will be considered as part of the formal consultation process, however where there is a reduction in the need for employees to carry out work of a particular kind, and a number of employees are employed undertaking that work, these employees will form a pool of staff at risk of redundancy.

A formal selection process will be undertaken to determine which employees are to be made redundant. The process will seek to identify the employees from that pool with the knowledge, skills and qualities that best meet the present and anticipated needs of the Council.

5. Selection Criteria

5.1 If having taken any of the above steps, the number of employees still exceeds the requirements, selection criteria may have to be applied. This would come into effect where two or more employees who hold similar jobs are at risk of redundancy.

The Council must maintain a balanced workforce, able to meet ongoing and future service and client needs. The criteria to be considered will be based on objective assessment of: -
1. Work Performance/Capability record;
2. Specific skills, essential qualifications or experience relevant to the future needs of the service;
3. Attendance record;
4. Disciplinary record;
5. Aptitude for work (additional transferable skills and experience to be considered as evidence of flexibility and approach to work that may be a relevant service need.
6. Length of service

This criteria will be applied without discrimination.

5.2 Under the Employment Equality (Age) Regulations 2006, redundancy selection processes must be free of age discrimination. For example, selecting employees for redundancy on a “last in first out” (LIFO) basis is likely to be indirectly discriminatory as this practice puts younger employees at a particular disadvantage.

5.3 However, selecting employees for redundancy on a LIFO basis may be justifiable in some cases if it constitutes a proportionate means of achieving a legitimate aim. It is therefore possible to consider length of service and reward loyalty and therefore, used as one of several criteria or a deciding factor when other factors are not decisive, LIFO may be a proportionate means of achieving this aim. The use of LIFO as the sole criterion is not advisable, if there are other factors that can be taken into account.

6. Alternative Work

6.1 The Council has a statutory duty in redundancy situations to consider whether suitable alternative employment exists. A range of factors must be taken into account when determining the suitability of an alternative position including; grade, status, working environment, terms and conditions of employment, working pattern, location etc. The employee should be given sufficient details to enable them to decide whether to accept the new role or not. Employees who unreasonably refuse an offer of suitable alternative employment may lose their entitlement to redundancy pay.

6.2 An employee who accepts employment on terms and conditions which differ in any material respect from their previous terms and conditions has a statutory entitlement to a four week trial period. The purpose of the trial period is to give the employee a chance to decide whether the new job is suitable without necessarily losing the right to a redundancy payment. If there is agreement that the role is not a suitable alternative, the employment ends by reason of redundancy.

Further information is to be found in the Redeployment Policy.

7. Support for Redundant Employees

7.1 During the period of notice of redundancy, employees will be entitled to reasonable time off with pay during working hours to look for new employment. The Council’s permission must be obtained in advance of the absence from work. This provision is also available to employees wishing to take time off to make arrangements for training for future employment.
The Council will take any other steps as are practical to assist redundant employees to find alternative employment. Further information can be found in the Redundancy Support Procedure.

**8. Redundancy Payments**

**8.1** The Employment Rights Act 1996 provides a basic entitlement for employees dismissed as redundant who have been continuously employed for at least two years as follows:

- For each year of service from age 18-21 inclusive – half a weeks pay
- For each year of service from age 22-40 inclusive – one weeks pay
- For each year of service from age 41-64 inclusive – one and a half weeks pay

Reckonable service is limited to the last 20 years before redundancy.

The Council has used its discretion to base redundancy payments on an actual week’s pay where this exceeds the statutory limit. For this purpose the actual week’s pay will exclude the employer’s LGPS pension contribution.

**8.2** To qualify for redundancy pay, employees must normally work up to the date on which the notice of redundancy expires. Employees wishing to leave before that notice expires may do so, but only with the Council’s prior agreement. If the agreement is given the employee will still be entitled to redundancy pay. The Council’s consent will not be unreasonably withheld, but employees leaving early without the consent may lose their right to a redundancy payment.

**9. Appeals**

**9.1** Where an employee believes that the selection criteria has been unfairly applied in their case, they will have the right to appeal to the Appeals Panel. The appeal must be made in writing within ten working days of being notified that they have been selected for redundancy. The Appeal must be addressed to the Head of Business Support.

**10. Equality Impact Assessment and Monitoring**

**10.1** The operation of this policy will be monitored for its impact on different staff groups in line with the Equality Act 2010. This will enable the Council to assess whether any differences have an adverse impact on a particular group, such that further action would be required.

**11. Data Protection Act 1998**

**11.1** In implementing this policy, the Council will ensure that any personal data relating to the application of this policy will be obtained, processed and destroyed in line with the requirements of the Data Protection Act 1998.