

ANNUALISED HOURS AGREEMENT (MGN15)

Created By	Human Resources
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Title: **MANAGING GUIDELINES FOR EMPLOYING STAFF USING ANNUALISED HOURS AGREEMENT**

Developed by: Human Resources

Document Definition: Management Guidance Notes

Ratified by:

on:
Date to be reviewed: 3 years after ratification unless there are any changes in legislation or changes in clinical practice

1. Summary

1.1. This document is designed to provide guidance and advice on the process for Employing Staff using Annual Hours Agreement.

2. Who this document is relevant to:

2.1. All Managers and Supervisors

3. Related Organisation Policies

- 3.1. Annual Leave Policy
- 3.2. Roster Management Policy
- 3.3. Term Time Only MGN
- 3.4. Flexible Working Policy
- 3.5. Long and Short Term Absence MGNs'
- 3.6. Discretionary Leave Policy
- 3.7. Disciplinary Policy and Procedure

4. Related legislation and national guidance

4.1. Working Time Directive

5. Training Requirements

5.1. Managers and Supervisors

6. Equality Impact Assessment

6.1. Equality Impact Assessment Form at Appendix E.

**This document can be accessed and printed via the
Intranet Document Library**

7. INTRODUCTION

- 7.1. The guidelines for using the annual hours agreements are intended to complement existing terms and conditions of employment within the NHS Kernow Clinical Commissioning Group (KCCG). All annualised hour agreements will remain in accordance with existing contracts of employment and conditions of service and agreements will be subject to annual review. A flowchart is included at Appendix A for ease of reference.
- 7.2. Before implementing annualised hours, or discussing details with staff, managers should contact the Human Resources Department in order to discuss the practicalities of running such a scheme and how this should be implemented.
- 7.3. A letter confirming that agreement has been reached on annualised hours will be sent by the manager, giving dates when the formal monitoring will be undertaken and confirming dates for review.
- 7.4. A contract amendment should then be completed and forwarded to the Workforce Information Department.

8. ANNUAL PERIODS

- 8.1. At the start of the annual period which will be at the start of the Organisation's financial year, i.e. the week in which 1 April falls, the manager and employee will agree the annual hours target. This annual hours target will include annual leave and will be completed in line with Appendix B. A copy of this should be kept by the manager on the individual's personal file and the employee should be sent a copy to keep.
- 8.2. If an employee commences part way through an annual period, the calculation of annual hours will be based on the number of weeks from the date of commencement to the last week of the Organisation's financial year, i.e. the week before the week in which 1 April falls.
- 8.3. All staff will receive payment per month equivalent to 1/12th of their annualised hours x their hourly rate of pay.

9. ANNUAL LEAVE

- 9.1. In accordance with the Working Time Directive, all the employees must be given and take 5.6 weeks (28 days) paid leave. As the annual hours calculation is net of annual leave, managers are required to continue to maintain annual leave records for those staff on annual hours contracts to ensure that they take and are paid for the requisite number of full days annual leave. This will be done by using a running record, see Appendix D.

10. CONTRACT OF EMPLOYMENT

- 10.1. For new starters with the Organisation on annualised hours, the contracted hours to be paid per week should be shown on the appointment form.
- 10.2. Where an existing employee moves from their current contracted hours to an annualised hours contract, the change should be indicated by completing a contract amendment form. The changing to annualised hours by existing staff should in no way change their current terms and conditions of service unless this is specifically agreed with the individual member of staff. The annualised hours will be in accordance with normal arrangements within the working area for shifts or working time.

11. RECORDING ARRANGEMENTS

- 11.1. Employees will complete a weekly time sheet (Appendix C) recording their actual hours worked and their running total. This time sheet should be signed by both manager and employee and kept by the manager.
- 11.2. Each week the hours should be entered on the annual record (Appendix D) which will record hours worked, running totals and variances together with annual leave and sickness.
- 11.3. Should hours worked by an employee on annualised hours attract week-end and unsocial hours pay, this should be entered on the Organisation standard monthly time sheet (Appendix E) and submitted for enhanced payments to Payroll.

12. SICKNESS/ABSENCE/SPECIAL LEAVE

- 12.1. If an employee is sick for the whole of the normal working week, they should be recorded as absent for their normal contracted hours.
- 12.2. Where an employee is sent home sick on a working day, they should be recorded as absent for all of the rostered hours not worked on that day/shift.
- 12.3. Where an employee works part of a normal working week and then goes off sick for the rest of that week, they should record the actual hours worked on the weekly timesheet (Appendix C) before they went on sick leave and then record all their contracted hours less the time actually worked as sick leave for that week.
- 12.4. Time allowed for special leave/study leave will be negotiated with the employee's manager, in line with normal policy.
- 12.5. All other aspects of sickness absence and special leave will be in accordance with normal conditions of service.

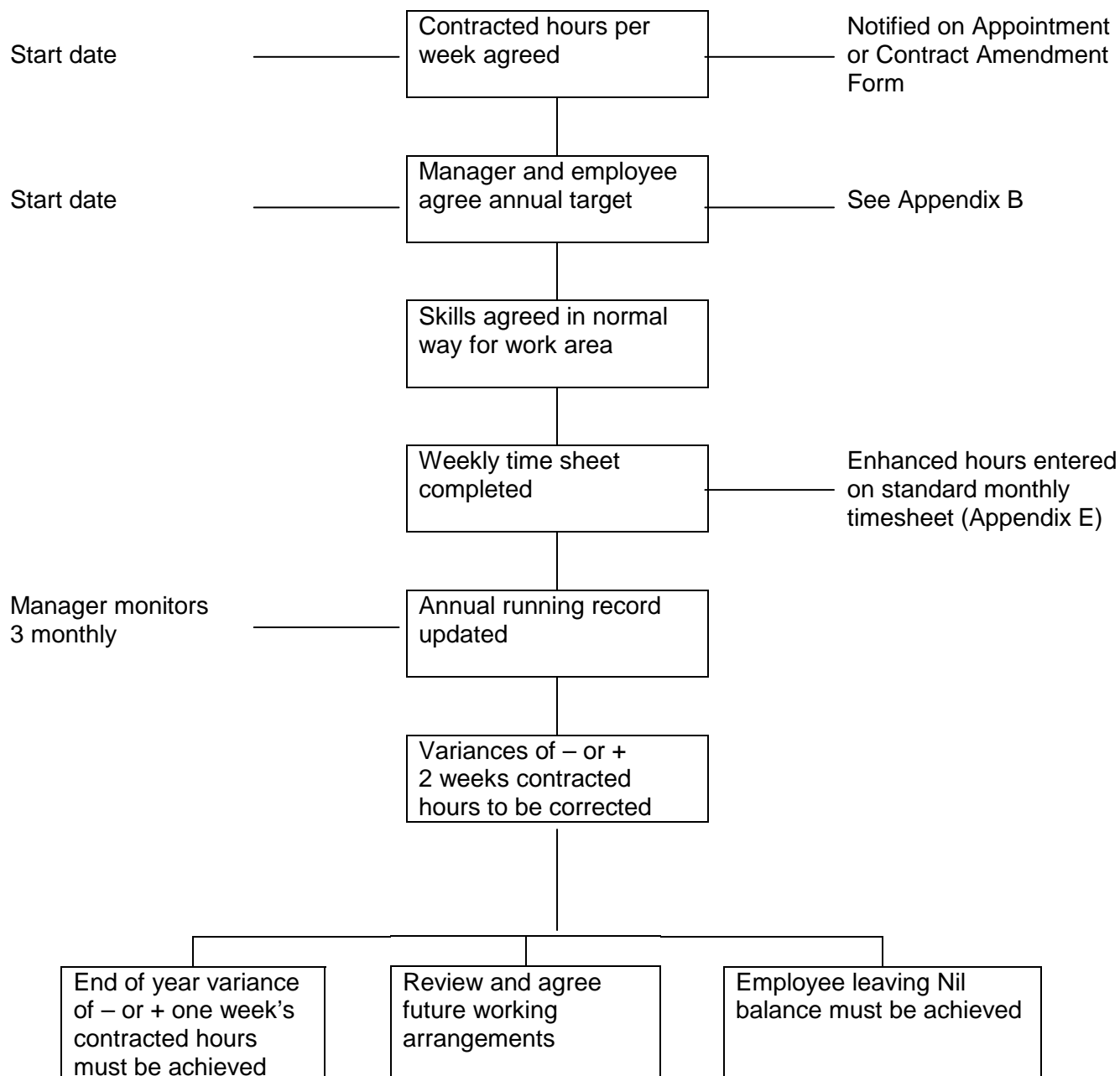
13. MONITORING

- 13.1. Managers should monitor hours worked as they receive the weekly timesheet and as they transfer this information to the running record (Appendix D).
- 13.2. There should be a formal three monthly review between employee and manager, following which appropriate action should be taken in line with the following:
 - No individual should be more than two weeks contracted hours in credit or debit.
 - At the end of the financial year, hours worked should be within one week of contracted hours. Any employee leaving the Organisation or moving from one post to another within the Organisation should have balanced hours before leaving their post or their final pay in the post will be adjusted by Contract Amendment or R Form before they leave the post.
 - Total hours worked should be reviewed at the end of each leave year and the total adjusted for the next leave year if required by recalculation of average hours and notification to Payroll by Contract Amendment Form.
 - Where the employee has worked over their agreed total they may be paid for hours worked over contract at basic rate.

14. REVIEW

- 14.1. Annualised Hours agreements will be monitored on a regular basis and include an annual review. Should this agreement no longer meet the needs of the service the line manager will consult the staff member and look at other alternatives which may include adjustments to the annualised hours agreement or, if suitable alternative arrangements cannot be agreed, the annualised hours agreement may be revoked. The employee will be given three months notice of any changes to their working arrangements.
- 14.2. Before the start of each year the line manager and staff member must meet to agree the hours the staff member will work over the year period to suit the needs of the service.

FLOWCHART FOR EMPLOYING STAFF USING ANNUAL HOURS AGREEMENTS



ANNUAL HOURS AGREEMENT

ANNUAL HOURS TARGET

Name:

Post:

Directorate:

Example only please amend as appropriate (note annual leave)

a) Contracted hours per week x ...52.1428... weeks = ... hrsmins
(Full year 52.1428 weeks, part year pro-rata)

b) Annual leave entitlement (27, 29 or 33 days (depending of length of service)
plus 8 Bank Holidays)
(pro rata as appropriate)

c) Variance from previous year (if applicable) =

a – b +/- c = Annual Target of hours required to workhrsminutes
Monthly target from 1 April to 31 Marchhrsminutes

We the undersigned agree that this agreement remains in force for the period
Start date..... Finish Date.....
(Which should be a maximum of 12 months).

Signed: Date:
Manager

Signed: Date:
Employee

Signed: Date:
Human Resources Manager

ANNUAL HOURS AGREEMENT**WEEKLY STAFF TIMESHEET**

I declare that the information I have provided below is correct. I understand that to knowingly give false information is an act of gross misconduct, liable to disciplinary action up to and including dismissal.

Employee's signature:

Employee's name:

Post/Band:

Week commencing:

Work area:

	Start	Finish	Break	Total hrs worked
Monday				
Tuesday				
Wednesday				
Thursday				
Friday				
Saturday				
Sunday				

Total annual hours target	Current total	Hours worked this week	New running total

Unsocial hours enhancement:

Saturday/night enhancement:

Sunday/Bank holiday:

Manager signature: Date:

ANNUAL HOURS AGREEMENT

RUNNING RECORD

Name:

Annual Target:

Weekly Target

Week: No./Date	Weekly Target		Total Hours Worked		Variance +/-	Running Variance +/-	Annual Leave Days Taken
	Per week	Cumulative	Per week	Cumulative			

APPENDIX E
EQUALITY IMPACT ASSESSMENT

Section	Officer responsible for the assessment					JOHN SHIPWRIGHT
Name of Policy to be assessed	ANNUALISED HOURS AGREEMENT		Date of Assessment	12/10/10	Is this a new or existing policy?	NEW
1. Briefly describe the aims, objectives and purpose of the policy.			To allow staff to work flexibly where it is also advantageous for the Organisation to have staff available for peaks of activity.			
2. Are there any associated objectives of the policy? Please explain.			Work life balance, flexible working, service need.			
3. Who is intended to benefit from this policy, and in what way?			Staff by receiving regular payment of set salary while working flexibly to meet both their needs and service needs.			
4. What outcomes are wanted from this policy?			Achievement of set objectives and targets for the Organisation and an engaged and committed workforce.			
5. What factors/forces could contribute/detract from the outcomes?			Changes in service contracts or the personal situation of employees.			
6. Who are the main stakeholders in relation to the policy?	LINE MANAGERS AND STAFF			7. Who implements the policy, and who is responsible for the policy?	LINE MANAGERS/ WORKFORCE/HUMAN RESOURCES	
8. Are there concerns that the policy could have a differential impact on RACIAL groups?		N	Please explain No – Applicable to all staff, irrespective of racial origin.			
What existing evidence (either presumed or otherwise) do you have for this?						
9. Are there concerns that the policy could have a differential impact due to GENDER (including TRANSGENDER)?	Y		Yes – it is more likely that this pattern of working is more attractive to part-time staff, who are predominantly female.			
What existing evidence (either presumed or otherwise) do you have for this?	Profile of Organisation workforce					

10. Are there concerns that the policy <u>could</u> have a differential impact due to DISABILITY?	Y		Yes – This pattern of working may be more suitable to staff with a disability, allowing them greater recovery time between planned sessions of work.
What existing evidence (either presumed or otherwise) do you have for this?	OH advice regarding staff with a long term medical condition or who meet the requirements of the DDA.		
11. Are there concerns that the policy <u>could</u> have a differential impact due to SEXUAL ORIENTATION?		N	No – Would equally apply to all employees.
What existing evidence (either presumed or otherwise) do you have for this?			
12. Are there concerns that the policy <u>could</u> have a differential impact due to their AGE?		N	
What existing evidence (either presumed or otherwise) do you have for this?			
13. Are there concerns that the policy <u>could</u> have a differential impact due to their RELIGIOUS BELIEF?		N	
What existing evidence (either presumed or otherwise) do you have for this?			

<p>14. How have the Core Human Rights Values of:</p> <p>Fairness; Respect; Equality; Dignity; Autonomy</p> <p>Been considered in the formulation of this policy/strategy</p> <p>If they haven't please reconsider the document and amend to incorporate these values.</p>	<p>This MGN is subject to agreement between employees and line managers subject to the needs of the service being met and is open to all employees taking into account the fairness of any decision and that applications are treated equitably and the rights and views of the employee are respected and considered.</p>		
<p>15. Which of the Human Rights Articles does this document impact?</p>	<p>The right:</p> <ul style="list-style-type: none"> • To life; • Not to be tortured or treated in an inhuman or degrading way; • To be free from slavery or forced labour; • To liberty and security; • To a fair trial; • To no punishment without law; • To respect for home and family life, home and correspondence; • To freedom of thought, conscience and religion; • To freedom of expression; • To freedom of assembly and association; • To marry and found a family; • Not to be discriminated against in relation to the enjoyment of any of the rights contained in the European Convention; • To peaceful enjoyment of possessions and education; • To free elections 	<p>Yes</p>	<p>No</p> <p>N N N N N N N N N N N N N N N</p>
<p>What existing evidence (either presumed or otherwise) do you have for this?</p>			
<p>16. Could the differential impact identified in 8 – 13 amount to there being the potential for adverse impact in this policy?</p>		<p>N</p>	

17. Can this adverse impact be justified on the grounds of promoting equality of opportunity for one group? Or any other reason?		N	N/A
18. Should the policy proceed to a full equality impact assessment?		N	17. If Yes, describe why, then proceed to a full EIA.
			18. If No, are there any minor further amendments that should take place? No
			19. If a need for minor amendments is identified, what date were these completed and what actions were undertaken. N/A

Signed (completing officer) ...John Shipwright.....

Date 12/10/2010

Signed (Head of Section)

Date

Please ensure that a signed copy of this form is sent to both the Policies Officer and the Equality and Diversity lead to be placed on the Organisation website

KCCG - Monthly Timesheet

Name:

Assignment Number:

Band / Grade:

Month:

Base:

Contract Hours:
(If Bank enter ZERO)

		Hours of	Work	Total Daily Hours (ex meals)	Enhancements Payable				Overtime Payable		On-Call/Standby		For Bank Staff Only		
Week		(Use 24 hr clock)	Saturday Hours		Sun/Phols	Night Duty	Unsocial	O/T Sun - Sat	O/T	No. of	Hours	Shift		Budget	
Ending		From			To	Hours	Hours	Hours	Hours	P/Holiday	Hours	Worked	Authorising Officer		Number
	Sun														
	Mon														
	Tues														
	Wed														
	Thur														
	Fri														
	Sat														
Weekly Sub Totals:															

	Sun														
	Mon														
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	Sat													
Weekly Sub Totals:														

Monthly Total														
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Manager's Payment Request

	Basic or Additional Hours	Overtime Payable		On-Call Overtime	
		O/T Sun - Sat	O/T P/Hols	O/T Sun / PH	O/T Other
Total					
TOIL					
Pay					
Initial					

For Payroll Use Only
On Call Allowance
£

I declare that the information I have given on this form is correct and that I have not claimed elsewhere for the hours/shifts detailed on this timesheet.

I understand that if I knowingly provide false information this may result in disciplinary action and I may be liable for prosecution and civil recovery proceedings. I consent to the disclosure of information from this form to and by the Organisation and the NHS Counter Fraud and Security Management Service

for purpose of verification of this claim and the investigation, prevention, detection and prosecution of fraud.

(Report Fraud Confidentially to Claire McGeachy your LCFS on 07736 961068)

Employee's Signature

Authorising Signature

Print Name