



## Extra Hours Policy and Procedure

### 1) Policy

1.1 This policy sets out a framework in relation to employees undertaking extra hours where available and dictated by business need, and ensures that the access to extra hours is fair and open.

1.2 Extra Hours are in addition to contracted hours agreed in advance with the employee and the manager of the service in which the hours will be worked. Hours in addition to 37.5 (or hours in addition to contracted hours if greater than 37.5), worked during a single week can be classified as extra hours, therefore hours worked during a week with sickness or annual leave for example would not qualify as extra hours.

1.3 Normal full-time hours at Dudley Mind are 37.5 per week. All staff are required to record their arrival, lunch and departure time in the signing in book at head office, or in the relevant recording system for their place of work if they are not based at head office. The exception to this is staff who operate 'on call', provisions for which are described in the Dudley Mind on-call procedure.

1.4 It is the responsibility of line managers to monitor the working hours of their staff and to ensure compliance with the Working Time Regulations (1999).

1.5 The Extra Hours Agreement (Appendix 1) should be signed by the employee and their manager before any extra work is undertaken. By signing the agreement, the terms also apply to any subsequent extra hours that are worked.

1.5.1 The main terms and conditions of extra hours are as follows:

1.5.2 Payment - all hours up to 37.5 per week will be paid at the employee's basic rate of pay or the equivalent time off in lieu accrued. Any hours worked over 37.5 per week will be paid at the employee's basic rate of pay X 1.25 OR the employee may choose to take TOIL at 1.X the number of extra hours worked (subject to management agreement).

1.5.3 Annual Leave – the working of extra hours does not attract additional annual leave entitlement.

1.5.4 Sickness: the working of extra hours does not attract statutory sick pay or company enhanced sick pay.

1.5.5 Working time regulations – the number of extra hours worked will not exceed the maximum number of hours allowed under the Working Time Regulations (1998). This is currently limited to 48 hours per week, averaged over 17 weeks, and includes all hours worked as part of the usual contract.

1.5.6 An employee who is undertaking extra hours in their normal place of work, will work in accordance with their usual job description. An employee undertaking extra hours for another service will work in accordance with the job description associated with that service.

## **2) Scope**

This policy and procedure applies to all Dudley Mind employees with a contract of employment.

## **3) Procedure**

3.1.1 Where Dudley Mind has identified a requirement for extra hours to be worked the relevant manager will consider any employee available and willing to undertake any extra hours to meet the business need .

3.1.2 When deciding whether to allocate extra hours to a worker the line manager will consider work performance and the relevance of the employee's skill set to the business need.

3.2.1 Each line manager holds a list of employees wishing to be considered for extra hours should the need arise for their service.

3.2.2 Employees should notify the relevant line manager if they are available to undertake extra hours for that service and provided that they meet the assessment criteria below they will be added to the list.

3.3.1 When an employee is invited to work extra hours part of the discussion will be to determine in advance whether the time will be compensated for by payment or time off in lieu.

3.4 Employees should record any extra hours worked that they wish to be paid at time and a quarter for on their timesheets under the 'overtime' column and ensure they are signed by their manager.

### **Time off in lieu (TOIL)**

3.5 Any additional hours worked which result in TOIL must be agreed in advance with the line manager.

3.6 Staff using TOIL must record the number of hours accrued and taken in their lieu time book (issued at induction). This must be authorised and signed by their manager and passed to the finance officer before any lieu is taken. Please note: Dudley Mind WILL NOT honour time off in lieu where this was not authorised beforehand, the absence will be recorded as unauthorised and may lead to disciplinary action.

3.7.1 TOIL must be taken within one month of accrual at a time mutually convenient to the employee and their line manager.

3.7.2 TOIL should be taken, as far as possible, altogether rather than split over a number of days.

3.7.3 TOIL will be taken on the basis of one hour for one hour.

3.8 Staff are not permitted to build up TOIL by forfeiting their lunch break or deliberately working extra time to accrue extra hours over and above their contractual hours. All staff working over 6 hours in a shift MUST take a 30 minute unpaid break. Staff working through their lunch break do so at their own risk and will not be able to claim that time as credit at a later date.

3.9 If TOIL has been authorised and the employee later wishes to be paid overtime instead of TOIL the approval from the Chief Executive Officer must be sought before payment is granted.

#### **4) Assessment**

4.1 All employees wishing to undertake Extra Hours will be assessed for their suitability for undertaking work at the services concerned.

4.2 For employees who already work in a similar role to that where they will undertake Extra Hours, assessment will be limited to obtaining authorisation from their line manager.

4.3 Employees wishing to work in a service other than their usual place of work, or those who do not ordinarily undertake a similar role as that required will need to obtain their line manager's approval and will also be assessed against the following by the line manager of the relevant service:

4.3.1 Job description: the job description for the role to be covered will be discussed to ensure that the employee is clear about what will be expected of them, and that they have an opportunity to comment on their ability to fulfil the expected role.

4.3.2 Service- specific criteria – the line manager will highlight any service specific issues that may be unique to the service concerned and discuss these with the employee.

4.4 The assessment may take the form of a meeting with the team manager and employee, at which the above criteria will be worked through. This meeting will be documented and a copy of the minutes will be kept in the employee's personnel file.

#### **5) Dealing with problems and disciplinary issues**

5.1 In all cases, concerns about performance during the working of Extra Hours will be dealt with through the usual supervision and disciplinary routes.

5.2 Dudley Mind reserves the right for the worker's usual manager and the manager of the service where Extra Hours are being worked to share information regarding the worker that may be pertinent to the work.

5.3 Extra Hours will be treated as the same as normal hours in connection with any need for disciplinary action taken against the employee .

## **6) Terminating Extra Hours**

6.1 No employee has the right to work Extra Hours – the offer to work additional time is entirely at the discretion of Dudley Mind.

## **7) Changes**

Dudley Mind reserves the right to change the provision of the Extra Hours Policy and Procedure by amendment, addition or deletion or substitution of new procedures from time to time at its discretion. Employees will be consulted and notified of any changes by appropriate means.

February 2009

The agreement is made between..... and Dudley Mind.

The purpose of this agreement is to lay out the terms and conditions that will apply to any existing paid staff who undertake extra hours at any of Dudley Mind's services.

For the purpose of this agreement extra hours means any pre-defined hours, agreed, in advance, with the team manager or other member of staff where they have delegated responsibility. Extra hours are any hours worked during a week in addition to 37.5 (or contracted hours if greater than 37.5).

This agreement does not replace or alter existing arrangements where TOIL is accrued.

The working of extra hours:

1. Will not attract additional annual leave entitlement.
2. Is not pensionable
3. Will attract pay at Dudley Mind's overtime rate at 1.25 X normal pay or 1 X the equivalent time off in lieu.

In undertaking additional hours I agree:

- To work in accordance with my existing contract including all terms and conditions.
- To work in accordance with the Working Time Regulations (1999), with regards to the maximum average weekly hours. I further agree to work in accordance with any subsequent legislation or regulations that may come in to effect.
- To work in accordance with the job description attached to my usual post where I am undertaking extra hours in my usual place of work.
- To work in accordance with the job description attached to the role I am covering where I am undertaking extra hours in a service other than my usual place of work.
- To accurately record any extra hours worked on my timesheet and lieu book (if applicable).

#### Other conditions

- TOIL accrued in the course of undertaking your usual duties cannot be used to off set extra hours.
- Where Extra Hours are undertaken at a service other than your usual place of work, you will be subject to an assessment, to ensure that your performance meets the expected criteria. This assessment will only impact on your existing permanent contract where there are concerns about your performance which are not solely related to the service where you are undertaking the Extra Hours.
- Any disciplinary action resulting from the work undertaken during Extra hours will be applicable to your existing contract of employment.

February 2009

I have read and understood the Terms and Conditions detailed above and sign below to confirm that I will work in accordance with them.

Name:

Signature:

Date:

Line Manager Signature:

Date: