



# Shifts, Time Owing and Leave

## 1. Purpose

This procedure gives guidance to managers and support staff in respect of rota management. All staff are responsible for complying with the procedure.

## 2. Annual Leave and Bank Holiday – Entitlement and Requests

Refer to Annual Leave Policy

## 3. Shift/Rota Patterns

Shift patterns and working hours will be determined by the needs of the service users, and guided by the Working Time Regulations/flexible working and will follow the Community Services Rota Management Protocol (*see Appendix A*)

In order to protect service users and the health and safety of staff, shifts will be as short as is feasibly possible. In helping to determine shift lengths, managers will consider service users need, agreed contracted hours, including requests from the Commissioner, health and safety assessments, including the Burnout Assessment, Lone Worker and any legislative directives.

- Shifts will be no longer than 11 hours duration and there will be no more than 2 consecutive 11 hour shifts together (excluding where linked by a sleep-in). Exceptions to this will be agreed by a Senior Manager to meet service user need.

In consultation with the home staff, the Team Manager will have the responsibility of completing rotas. Rotas will be made available to staff at least 4 weeks in advance.

- For management purposes – all rotas will include any holidays, sickness, special leave or training.
- Monthly Returns (*referred to as the A Form – Appendix B*) will reflect hours worked, any absence due to sickness, special leave and training. They will also reflect any special leave taken.

Rotas may need to be changed at short notice due to sickness etc. however; an individual's duty hours **must not** be changed unless they have been consulted.

Support staff will not make alterations to the rota unless approved by the Team Manager *(or in their absence the Operational Network Manager)*. In **exceptional and urgent circumstances** the On Call Duty Manager may give approval.

### 3.1. Off Duty Hours

- Team Manager will endeavour to give at least 1 full weekend off duty in 4 (*Saturday and Sunday*).
- **Weekly Rest Period (*days off duty*)** – For each 7 day period, every worker is entitled to a minimum uninterrupted rest period of 24 hours

**NB: It is recognised by the service that staff benefit from having their off duty days together. Wherever possible Team Managers will endeavour to facilitate this.**

- Except where 2 shifts are linked by a sleep over, staff are entitled to at least 11 hours from the end of one shift and beginning of another.
- Where working time includes a sleepover, total working hours as defined by the Working Time Regulations will be limited to 24 hours (*e.g. shift 12.00 – 23.00, sleepover 23.00-7.00, shift 7.00-12.00*).

### 3.2. Sleepover Shifts

Staff will not generally be expected to do more than 1 sleepover shift per week on average over the 17 week reference period, unless individual employees have signed an opt out agreement (*see Section 3.6 and Appendix C*) to waive the 48 hour limit.

Staff disturbed during the night should note in the 24 Hour Report Book how long they were disturbed for and for what reason.

Significant\* disturbances after midnight will mean that the staff can seek approval from their Manager or On Call to go home when the day staff appear for duty or they will be given equivalent compensatory rest as soon as reasonably possible.

**\*Significant disturbances are defined as any disturbance lasting over 1 hour or frequent short periods over several hours during the night.**

Where sleepover shifts are frequently disturbed over a prolonged period, i.e. due to change of service users need Senior Managers will consider whether it is necessary to temporarily move from sleepover shifts to waking watch nights.

Where wake and watch shifts are adopted, monitoring of the situation will be ongoing over a 2-4 week period. If after this period it is still thought there is a

requirement for waking nights to continue, then Service or Operations Manager will discuss the change of service user needs with Commissioners.

### **3.3. Opt Out Agreements**

Where support staff want to work longer than 48 hour limit. A written opt-out agreement (*Appendix C*), must be completed and signed by the staff member. It can be for a specified period or an indefinite period. This does not mean that staff can work more hours in a week than what is agreed as acceptable by Community Head of Operations (*see Section 4*).

The opt-out agreement will be forwarded to HR and kept on the individuals HR file.

Workers can cancel the opt-out agreement at any time, although they must give their employer at least 7 days notice, or longer (*up to 3 months*) if this has been agreed at the time of signing the agreement.

### **3.4. Waking Watch Shift (*in homes where a waking watch shift are in operation*)**

Shifts/rotas will be discussed and agreed with the staff team.

Flexible working requests will be considered in accordance with service user need and/or wishes and by using the flexible working policy.

- Where an individual is working nights for an extended period they must have a period of no less than 4 weeks working day shift hours before returning to night duty, unless agreed otherwise with the individual employee. This could be altered to allow cover for an absent colleague on nights.

### **3.5. Off Duty Requests/Rota**

An off-duty request book will be made available in all houses.

Requests must be dated and signed by the staff making the request and will be logged as early as possible but no later than 3 weeks before the rota is published. Requests are not guaranteed, however, the Team Manager will endeavour to facilitate reasonable requests subject to the demands of the service.

Once the rota has been agreed and circulated, off duty requests will only be considered in special/emergency cases. The staff requesting the off duty must put their request in writing to the Team Manager for consideration.

Staff may swap shifts to accommodate personal needs so long as both parties seek the prior approval of the Team Manager. Approval of the swap will be at the discretion of the Team Manager who will consider in their decision the demands of the service, (*e.g. skill mix, gender mix etc.*).

## 4. Management of Senior Managers Hours

Contracted hours of managers are in accordance with agreed terms and conditions.

### 4.1. Operational Network Managers (ONWM)

Generally work office hours Monday to Friday, however, early morning, evenings, weekends and Bank Holiday may be worked with agreement from their Line Manager or to meet service requirements.

### 4.2. Electronic Diary

Team Managers, Operational Network Managers and other Senior Managers are required to keep their electronic diary up to date providing details of appointments and work activities (*including start and finish times of appointments and any leave*).

**NB: As Senior Managers can work outside of office hours they will also be required to enter within their electronic diary the start and finish times of their shifts.**

### 4.3. Paper Diary

Where managers choose to also keep a paper diary of appointments and activities (*including start and finish times of appointments*), any leave taken must be written clearly in their diary and their electronic diary must also be kept up to date.

## 5. Staff Working Bank Hours

Staff are limited to working no more than 15 hours extra in a standard working week up to a maximum of 52 ½ hours total per week.

Where staff are on annual leave they should not be routinely encouraged to work extra hours, however, where staff do work extra hours during annual leave the same 15 hour rule applies.

**Exceptions to this rule must be discussed and agreed with Senior Management.**

Staff working a bank shift must enter on the 24 Hour Report the time the shift starts and finishes entering (B) after their name to differentiate between contracted shifts and bank shifts.

## 6. Rest Breaks

It is recognised due to the type of support Future Directions CIC offers that it is not practical for staff to have rest breaks under Working Time Regulations. However, staff are permitted to take informal breaks during their span of duty.

These breaks may include, cigarette breaks (*taken in accordance with local Policy*), dining or having a drink with service users either within their home or going out, watching TV or listening to music with service users.

During a shift staff may request a short break (*i.e. 10 or 15 minutes*) and this must wherever possible be supported.

Dependant on the reason why a break was requested/required hours taken for the break may have to be paid back at the end of the shift or at a later date.

**NB: Reasons where it is considered that a short break is necessary and where staff would not have to pay back hours taken would include where staff are having to deal with challenging service users and where staff have become stressed or fatigued.**

## 7. Time Owing

Time owing will be recorded on a Time Owing Record (*Appendix E*). Hours **should not** exceed **20 hours**, unless approved by the Operational Network Manager.

Every effort must be made to reduce time owing as soon as is practically possible to 0 hours. In circumstances where time owing has risen above the agreed limit and/or where there is a failure to reduce accrued hours, the Team Manager or Operational Network Manager will allocate hours off duty accordingly.

Team Managers or Operational Network Managers may reduce time owing hours at any time, in order to prevent time owing exceeding agreed limits or to meet service or service user's needs.

Time owed and taking time back must be approved and signed for by a Line Manager. (*In the absence of a Line Manager time owing **may** be granted by an On Call person. This is an exception rather than a rule as time owing should wherever possible be planned. The On Call person's name granting the hours must be recorded on the form*). **It is not acceptable for staff to sign for their own time owing. This practice may result in the time owing being invalid.**

Time owing is subject to random **monthly** spot checks and annual system audit by the Operational Network Manager. A record of random checks will be recorded on this sheet.

If a staff moves house, then the Team Manager will ensure that this time owing form is forwarded to the respective Operational Network Manager.

## **8. Staff Entitlement Whilst On Service User Holidays**

For staff entitlement on service users holidays, see Service User Holiday Procedure.

## **9. Special Leave And Flexible Working**

Applications for special leave and flexible working will follow Future Directions CIC Special Leave and Flexible Working Procedure.

## Shifts, Time Owing & Leave Appendix A

### ROTA MANAGEMENT PROTOCOL

- It is the responsibility of the Team Manager to ensure that rotas are in place in the property.
  - The Team Manager will ensure Home Rotas are prepared at least 6/52 in advance.
  - The Team Manager/Deputy Team Manager are responsible for ensuring that rotas are completed in line with this protocol and signed off accordingly.
  - The Team Manager will ensure that only the **agreed** rota template is used. *(Available in Future Directions Forms on the G Drive and/or from Marle House).*
  - Rota planning **must** be firstly based on the activities of the service users.
  - Team Managers and Deputy Team Managers should **not** always work together on shift.
  - TEAM MANAGERS/DEPUTY TEAM MANAGERS unless agreed otherwise and where budgets permit are only allowed to work one Saturday *(up to 7.5 hours)* and one Sunday *(up to 7.5 hours)* per month. **NB: This does not apply to bank work as it is paid at Bank Rate.**
  - The Team Managers/Deputy Team Managers hours of work **must** be included on the rota.
  - Staff names **must** be entered in full on the rota *(first and surname)*.
  - Team Managers/Deputy Team Managers **must** ensure contracted or personalised hours are not exceeded *(unless additional income is agreed and received in writing)*.
  - When completing rotas the Working Time Directive requirements **must** be adhered to.
  - Annual leave forecasting for the year will have been completed and incorporated into the rotas as appropriate.
- ◆ Annual Leave Procedure
  - ◆ **At least 75%** of annual leave should be forward planned by the end of Period C.

- Staff wishing to request specific shifts/days off **must** do so via the Rota Request Book, ensuring their request is signed and dated and giving as much notice as possible (*no later than 3 weeks before start of rota*).
- The use of Bank staff should always be sought in the first instance for carer shifts.
- The use of Agency staff **must** be kept to a minimum and enhanced rates avoided wherever possible (*i.e. Wake and Watch, Saturdays, Sundays and Bank Holidays*).
- The use of Bank/Agency staff must **only** be used to meet service user activities and/or management of risk.
- If there is a need for Bank/Agency staff to cover staff shortages, this **must** be agreed with the Operations Manager/ONWM/Senior On Call prior to arranging this.
- Agency staff should **not** be used as sole support staff for service users on community activities (*unless a long standing staff who know the service user well*).
- The Team Manager will sign and date the rota and forward to the Operational Network Manager for authorisation at **least** 7 days prior to implementation (*i.e. the Team Manager will send the following weeks rota **ONLY** to their ONWM*).
- Rotas will be prepared and filed electronically on G Drive under Community Rotas. A paper copy will also be printed and stored within the rota file in the property.
- Changes which need to be made to the rota will **only** be altered by either the Team Manager Or Deputy Team Manager. If neither person is available the ONWM **must** be contacted prior to any changes being made.
- Each subsequent change to a rota by the Team Manager/Deputy Team Manager will be scanned and/or saved onto the G Drive. (*Paper copies to be retained in the property for audit purposes which are stored as a, b, c, d etc*).
- When changes are made to the rota, the new rota will be printed off and stored in the rota file. The old rota **must** have a single line scored through it, be dated and signed by either the Team Manager/Deputy Team Manager and filed for future reference. (*The use of stickers, tippex and obliteration of previous shifts must **not** occur*).





# Shifts, Time Owing & Leave

## Appendix B

Please write clearly, in black ink, initial amendment and do not use tippex

### MONTHLY STAFFING RETURNS

Name:

Grade:

Contract Hours:

Work address:

Month:

Year:

Hours worked (24 hr clock)			Enhanced Hours (Number of hours)			Leave (Indicate number of hours taken and relevant code see reverse)				
Date	From	To	Sleep in	Wake & Watch	BH Hr	Sickness	Bank holiday	Annual Leave	Other Absence	Code
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										
11										
12										
13										
14										
15										
16										
17										
18										
19										
20										
21										
22										
23										
24										
25										
26										
27										
28										
29										
30										
Total Enhanced Hours:										

I confirm that I have been employed at the above address and worked the contracted hours as stated.

Staff Member Signature.....

Date .....

Team Manager Signature .....

Date .....

Operational Network Manager initial/signature

\_\_\_\_\_

<b>H</b>	Holiday
<b>BH</b>	Bank Holiday
<b>S</b>	Uncertified Sick
<b>CS</b>	Certified Sick
<b>LP</b>	Leave with Pay ( <i>State Reason</i> )
<b>L</b>	Leave without Pay ( <i>State Reason</i> )
<b>A</b>	Absent
<b>T</b>	Training/Course
<b>TL</b>	Time Off in Lieu/Time Owing
<b>FL</b>	Family Leave
<b>FL</b>	Flexible Leave
<b>UD</b>	Urgent Domestic Leave
<b>CL</b>	Compassionate Leave
<b>AD</b>	Adoption Leave
<b>MLS</b>	Maternity Support Leave
<b>ML</b>	Maternity Leave
<b>PL</b>	Parental Leave
<b>PD</b>	Public Duty ( <i>including Jury Service</i> )

# EXAMPLE

## MONTHLY STAFFING RETURNS

**Name:** Joe Bloggs

**Grade:** 3

**Contract Hours:** 37.5

**Work address:** House Name

**Month:**

**Year:**

Hours worked (24 hr clock)			Enhanced Hours (Number of hours)			Leave (Indicate number of hours taken and relevant code see reverse)				
Date	From	To	Sleep in	Wake & Watch	BH Hr	Sickness	Bank holiday	Annual Leave	Other Absence	Code
1	0900	1630								
2										
3	0900	1630			7.5					
4	1500	2200								
5										
6										
7	0900	1500								
8	1700	2300	√							
9	0700	0830								
10	2000	0000		√4						
11	0000 2000	0800 0000		√12						
12	0000	0800		√8						
13										
14										
15						√				CS
16	0900	1630				√7.5				CS
17	1300	2300				√10				CS
18	0700	1030				√3.5				CS
19	1200	2100				√9				CS
20						√				CS
21	1000	1730				√7.5				CS
22										H
23	0900	1630						7.5		H
24	0900	1630						7.5		H
25	0900	1630						7.5		H
26	0900	1630						7.5		H
27	0900	1630						7.5		H
28										
29	2000	0000		√2						
30	0000	0800		√8						
<b>Total Enhancements:</b>			1	34	7.5					

I confirm that I have been employed at the above address and worked the contracted hours as stated.

**Staff Member Signature** .....

**Date** .....

**Team Manager Signature** .....

**Date** .....

**Operational Network Manager initial/signature**

\_\_\_\_\_



## Shifts, Time Owing & Leave Appendix C

Please write clearly, in black ink, initial amendment and do not use tippex

### WORKING TIME REGULATIONS OPT OUT AGREEMENT

To: **HR Department**

This is an agreement between Future Directions and *(employee's full name)* as allowed under Regulation 5 (1) of the Working Time Regulations.

I *(full name)* \_\_\_\_\_ agreed that the maximum weekly Working Time Regulation 4 should not apply to my post as *(job title)* \_\_\_\_\_ with the proviso that the hours worked over the 48 hour limit are undertaken on a voluntary basis. The need for signing this agreement is *(state reason, i.e. overtime, second job – specify details)*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This opt out agreement will apply from *(date)* \_\_\_\_\_ to *(a specified date or indefinitely)* \_\_\_\_\_

I *(full name)* \_\_\_\_\_ giving 3 months notice in writing can terminate this agreement.

**SIGNED:** \_\_\_\_\_

**WORK LOCATION:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**PAYROLL NUMBER:** \_\_\_\_\_



