

**NEATH PORT TALBOT COUNTY BOROUGH COUNCIL
CYNGOR BWRDEISTREF SIROL CASTELL NEDD PORT TALBOT**

**TERM-TIME WORKING
SCHEME**

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TERM-TIME WORKING SCHEME

1. Introduction

- 1.1 As part of the Single Status Agreement, the Authority is committed to the introduction of opportunities for term time working, which are both of assistance to employees and suitable from a service needs perspective.
- 1.2 The purpose of this Scheme is to give existing employees the opportunity to take unpaid leave of absence during school holidays and, where possible, to seek improvements to service delivery.
- 1.3 In future, the Scheme may be extended to potential, in addition to existing, employees. This should prove useful in attracting employees with child caring responsibilities and in combating skill shortages.
- 1.4 The Authority recognises that there are a number of potential advantages and disadvantages to both the employer and the employee in setting up term time working opportunities. These are summarised as follows:

Employer Advantages

- the recruitment and retention of employees with child caring responsibilities - this may prove particularly useful where there are skill shortages, e.g. in specialised areas such as occupational therapy;
- the provision of term time contracts may be more cost effective especially where there are:
 - recognised peaks and troughs in workload;

- project based work activities where employees are charged with completing specific tasks within a certain period of time
- the availability of flexible working may increase employee morale and commitment and provide continuity of employment where new employees would otherwise need to be recruited

Employee Advantages

- a solution to the difficulty of childcare during holiday periods
- an opportunity for parents to engage more fully with their children during these periods
- creation of a positive balance between work and the family/outside interests
- receipt of all the benefits, in proportion to the number of days taken as unpaid leave, of full time working whilst participating in the scheme

Employer Disadvantages

- possible difficulties, depending on the nature of the service provided, in organising work and meeting peak demand
- other employees may need to be employed to cover for absences during school holiday periods (*Options for the provision of cover are set out in Appendix A*)
- difficulties in the recruitment of such cover
- “need for consistency of approach (e.g. in management style) or of service (e.g. due to the complexity/nature of the work undertaken), that can only be provided by the same postholder, throughout the full time year”.

Employee Disadvantages

- it may put pressure on non-term time working employees not to take their leave during the school holiday periods
- perception that it may prove to be a barrier to promotion

All of the above should be taken into account when considering requests/applications to work on a term time basis and when identifying opportunities to promote this initiative.

2. Employees covered by this Policy

- 2.1 This Scheme applies to all employees covered by the National Joint Council for Local Government Services, other than those employees employed by schools operating with fully delegated personnel powers.

3. Accessibility

- 3.1 Copies of this Scheme will be available, upon request, from the Directorate Personnel Officer.

4. General Principles

- 4.1 Term Time Working facilities will not be granted where it is considered by the Head of Service that the efficiency of the service will be adversely affected. Changes to the existing working arrangements for a particular job shall be determined by the Head of Service concerned, in consultation with the employee(s) involved.

In determining whether the post is considered to be suitable for term time working, the factors outlined in the Employer/Employee Advantages and Disadvantages in paragraph 1 above will be taken into account.

- 4.2 In order to ensure consistent and fair treatment of employees, all existing term time working within the Authority will comply with the Term Time Working Scheme, subject to employee consultation and a phased transition.

- 4.3 The Term Time Working scheme will initially be piloted on a trial basis for a specified periods of time (e.g. 6-12 months). The terms of each pilot will be set out in writing and signed by the employee and his/her Head of service. These terms will include the right to terminate the facility on either side with appropriate notice (a minimum of one month).
- 4.4 In the interests of consistency, the Head of Strategic Personnel will be available to assist all Heads of Service in considering requests for revised working practices in accordance with this Scheme.
- 4.5 The Authority is committed to an ongoing review with the Trade Unions of all flexible working arrangements, including term time working.

5. **Eligibility**

- 5.1 Eligibility to participate in this Scheme is open to both male and female employees (as defined in paragraph 2.1 above). It is expected to be of particular benefit to those with school age children.
- 5.2 Applicants for the Scheme should complete an application form (see Appendix Bi). They need not disclose why they are interested in Term Time Working. The proposed use of their free time will not be used as a reason to reject an applicant or terminate a job unless it involves an alternative employment or activity which may:
- involve breaches of the employment contract;
 - lead to a financial or other conflict of interest which may weaken public confidence in the Authority's reputation;

If the employee is in doubt, he/she should consult the relevant Head of Service.

5.3 Full and proper consideration will be given to all requests for term time working. A form for this purpose is attached as Appendix Bii. Advice will be sought by the Head of Service from the line manager and the Directorate Personnel Officer, before completing the form. As stated in paragraph 4.1 above, such requests will not be granted where it is considered that the efficiency of the service will be adversely affected.

6. Right to Return to Full Time Working

6.1 The employee will have the right to be considered for a return to full time working in the job in which he/she was employed prior to the change to term time working.

6.2 In such circumstances, the employee should put his/her request in writing to the relevant Head of Service, including the date on which he/she would like to return to full-time work. The Head of Service will make a decision based on objective and job related reasons. This decision will be confirmed in writing to the employee, normally within one month of receipt of the request.

7. Paid/Unpaid Holiday Leave

7.1 The basic annual leave specified for the equivalent full time post will be apportioned on a pro rata basis. Any additional entitlements to this, e.g. long service leave, will be applied individually and pro rata to the hours worked. Annual leave may be expressed in terms of hours rather than days per annum, where appropriate.

7.2 The Scheme is conditional upon the employee utilising his/her annual leave and statutory unpaid parental leave during the school holiday periods. The employee will be allowed to retain up to 5 days annual leave to cover domestic commitments or emergencies which may occur at other times during the annual leave year.

7.3 The employee must give at least 3 months notice or less if operationally practicable, of his/her application to participate in this Scheme. Dates of the school holidays must be supplied as soon as they are available. This is to enable managers to plan for the year, especially busy periods such as summer and Christmas.

8. Salary/Wages

- 8.1 Salary/wages will be apportioned on a pro-rata basis depending on the number of days to be taken as unpaid leave and the rate of pay for the full time post.
- 8.2 The employee will normally be paid in 12 equal instalments throughout the year.
- 8.3 Payments in equal instalments are calculated on the basis of the employee completing a 12 month cycle following his/her date of commencement in the Term Time Working Scheme. Where the employee leaves the Term Time Working Scheme for whatever reason, payments will be amended to take into account the number of weeks worked and the amount of holiday taken since the last anniversary.

9. Flexible Hours

- 9.1 The Authority's Flexible Working Hours Scheme will, where applicable to the equivalent full time post, also apply to Term Time Workers. This matter will be included in the employee's revised statement of particulars (see paragraph 16 below).

10. Bank Holidays

- 10.1 Where statutory Bank Holidays (and the Authority's Christmas/New Year Extra Statutory Day) fall during the employee's designated school holiday period, they will be unpaid. However an appropriate pro rata equivalent for all Bank Holidays (and ESD) that fall within such periods of unpaid leave will be added to the employee's annual leave entitlement. This will be calculated on a pro-rata basis in accordance with the days/hours worked during the relevant leave year

11. Pension Benefits

11.1 Term time Workers will be eligible to join or remain in the Local Government Pension Scheme and will need to assess their personal circumstances in relation to this matter before opting to work on a term time basis.

12. Sick Pay

12.1 “Where the employee falls ill during his/her designated school holiday period, he/she should report the sickness in the normal way. Term Time employees should be aware that as the payment of the pro rata salary continues during designated school holiday periods, any failure to report sickness may lead to a deduction in pay.

12.2 Occupational Sick Pay and benefits will be based on the pro rata rate of payment, as set out in para 8 above”.

13. Maternity Pay

13.1 Where the employee intends to take maternity leave during her designated school holiday period, the provisions of the Authority’s Maternity Scheme will apply.

13.2 Occupational Maternity Pay and benefits will be based on the pro rata rate of payment, as set in paragraph 8 above.

14. Pay for Working Additional and/or Unsocial Hours/Days

14.1 Opportunities to work additional and/or unsocial hours/days outside the designated term time dates will be subject to the prior approval of the relevant Head of Service.

14.2 Premium rate payments for additional hours worked will be applicable only to hours worked in excess of 37 per week, but unsocial hours payments will be made on the same basis as is applicable to full time employees in accordance with Green Book provisions, subject to any locally agreed variations.

15. Essential Car User Allowance

The mileage criteria, which determines eligibility for essential car user allowance, will be applied on a pro rata basis.

16. Statement of Particulars of Employment

16.1 The employee will, in accordance with employment legislation, receive a revised written Statement of Particulars of Employment. This will set out his/her revised terms and conditions of employment and will be similar to that currently issued to full time post holders. It will be clearly marked as “Term Time Work”. During the weeks when the employee is not scheduled to work, it will be mutually understood that there is continuity of employment.

17. Leavers

17.1 Where a term time worker leaves the service of the Authority, the Head of Service will review the needs of the post and determine whether to advertise the vacancy on a term time or full time basis.

18. Monitoring

18.1 To ensure fair treatment and effective implementation, it is important to monitor Term Time Working applications and their progress. Copies of all Application Forms (Appendix Bi) and Response Application Forms (Appendix Bii) will be forwarded to the Strategic Personnel Unit, without delay, for monitoring purposes.

19. Basis of the Scheme

19.1 In any case where there may be an area of doubt regarding the interpretation of the content of this term time working scheme, the decision of the Head of Strategic Personnel will be final

20. Implementation of the Scheme in relation to Individual Employees

20.2 Any grievance arising about the implementation of the scheme in relation to individual employees will be dealt with in accordance with the Authority's Grievance Procedure.

21. Review

21.1 The Authority reserves the right to review the conditions of service of term-time employees in response to the results of pilots of the scheme (see paragraph 4.3) and/or legislative change. Additionally, the provisions of this term time working scheme will be subject to review from time to time.

OPTIONS FOR THE PROVISION OF COVER

Options for the arrangement of cover at the same level, or for only part of the duties typically at a different skill level, during the employee's designated school holidays:

Overtime worked by existing full-time employees

- ◆ at additional cost

Variations in hours by existing part-time employees

- ◆ at no additional cost

Additional hours by the employee during term time

- ◆ an annualised hour contract may be more appropriate to avoid the additional costs of payments at enhanced rates

Employment of a temporary, fixed term, fixed task or casual employee

- ◆ the Directorate Personnel Officer will advise on the most appropriate form of contract
- ◆ there may be a salary saving
- ◆ student availability during school holiday periods may assist recruitment

Secondment/Acting Up opportunities for other employees

- ◆ helpful to employee development
- ◆ temporary cover may nevertheless be required for the seconded employee's duties

Work placements arranged via external agencies

- ◆ minimal cost - often training only
- ◆ usually supplied by schools, colleges and universities
- ◆ can be in the form of a Supported Placement (SPS) for a person with a disability, which is arranged via the Employment Service

Note: It may not be necessary to arrange cover during the school holidays, particularly where there is a reduction in workload or there is scope to reallocate tasks during this period.

APPLICATION FOR TERM TIME WORKING
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Name:

Job Title:

Directorate or Section:

Please specify the school holidays when you wish to be on leave:

<u>Please insert dates of the school holidays for the forthcoming year</u>	<u>Holiday period</u>	<u>Duration</u> (amend as appropriate)	<u>Delete as appropriate</u>
	Half Term - Spring	1 week	Yes/No
	Easter	2 weeks	Yes/No
	Half Term – Whitsun	1 week	Yes/No
	Summer -	6 weeks	Yes/No
	Half Term – Autumn	1 week	Yes/No
	Christmas/New Year	2 weeks	Yes/No
TOTAL NUMBER OF WEEKS ABSENT:- _____			

Term Time Working must be agreed by your Head of Service and would normally be effective 3 months after the date of this application.

When would you like to start Term Time Working?

Any other comments?

I have read and understood the Authority's Term Time Working Scheme
I apply for Term Time Working on the basis outlined above

Signed: _____ Dated: _____

Send a copy of this form to: Your Head of Service
 Your Directorate Personnel Officer

**RESPONSE OF HEAD OF SERVICE TO APPLICATION FOR TERM
TIME WORKING**

To be completed and returned to the applicant, following consultation with the Directorate Personnel Officer and the relevant line manager.

Name of Applicant:

Job Title:

Post No:

Name of Head of Service:

Job Title:

I have examined the proposal for term time working (copy attached) and:-
*(*delete as appropriate)*

- (a) I agree to its implementation, as set out *
- (b) I agree to its implementation, subject to the amendments detailed below, which I have discussed with the employee concerned. *
- (c) I do not agree to its implementation for service efficiency reasons, as set out below *

(NB grounds for refusal must be objective and job-based. A general objection, in principle, to term time working or to the inconvenience that a deviation from previous working practices would cause, will not be supported.)

(attach a separate sheet, if necessary)

Signed: _____ **Dated:** _____

Note: Please send a copy of this form, together with the application form, to the Strategic Personnel Unit, for monitoring purposes.