

**FALKIRK COUNCIL**

**Subject: REFERRAL FROM JOINT CONSULTATIVE COMMITTEE**  
**Meeting: EXECUTIVE**  
**Date: 17 MARCH 2015**  
**Author: DIRECTOR OF CORPORATE & NEIGHBOURHOOD SERVICES**

**1. INTRODUCTION**

- 1.1 The purpose of this report is to seek approval of the Flexible Working Policy which was referred to the Executive, by the Joint Consultative Committee on 17 February 2015.

**2. FLEXIBLE WORKING POLICY**

- 2.1 At its meeting on 17 February 2015, the Joint Consultative Committee considered a report on proposed changes to the Flexible Working Policy. A copy of this report is attached.
- 2.2 The Council has a number of Flexible Working policies in place which are currently covered by separate policies. In order to ensure a consistent approach in the management of flexible working options, the various policies have been reviewed and merged into one streamlined document.
- 2.3 The revised policy was submitted to the Joint Consultative Committee for consideration initially on 12 November 2014, at which time Members asked for additional information in relation to the number of requests for Voluntary Reduced Working Time. This information was provided at the meeting on 17 February.
- 2.4 At the Joint Consultative Committee on 17 February, the Trade Union side raised the issue of temporary part-time working arrangements for teachers and in this respect, as part of the decision making process, an addendum was presented as follows:
- 2.5 The following paragraph is to be inserted at paragraph 2.1, of the revised Flexible Working Policy:

*Temporary part-time working arrangements will be considered in exceptional circumstances, subject to the business needs of the Service and for a maximum of two years.*

- 2.6 Following this, the Convenor moved approval of the adjusted policy. An amendment, from Councillor Alexander and Councillor Bird was also moved. The amendment was as follows:

*The current policy which provides flexibility for up to 2 years, subject to agreement between the staff members and the service should be continued. As a consequence committee agrees to delete the proposal set out in paragraph 2.2 of the report from the draft policy and that this revised policy is referred to the Executive for approval.*

- 2.7 On a division, the Committee agreed to approve the adjusted policy and to refer it to the Executive for immediate implementation.

### **3. RECOMMENDATION**

- 3.1 It is recommended that the Executive approves the immediate implementation of adjusted Flexible Working Policy, with the additional paragraph as noted at section 2.5 inserted.

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**DIRECTOR OF CORPORATE & NEIGHBOURHOOD SERVICES**

Author: T Gillespie, ext 6239, K Algie, ext 6223  
Date: 18/02/15

### **BACKGROUND PAPERS**

**FALKIRK COUNCIL**

**Subject: FLEXIBLE WORKING POLICY**  
**Meeting: JOINT CONSULTATIVE COMMITTEE**  
**Date: 17<sup>th</sup> FEBRUARY 2015**  
**Author: DIRECTOR OF CORPORATE & NEIGHBOURHOOD SERVICES**

**1. INTRODUCTION**

- 1.1 Committee will be aware that the Flexible Working Policy was submitted for consideration on 12<sup>th</sup> November 2014. In this respect, Members asked for additional information in relation to the number of requests for voluntary reduced working
- 1.2 This report provides Committee with further background information on Voluntary Reduced Working Time (VRWT) requests.

**2. VOLUNTARY REDUCED WORKING TIME**

- 2.1 The Flexible Working Policy currently provides employees with the opportunity to apply to work reduced hours for a temporary period of up to 2 years. Whilst this offers increased flexibility for employees, feedback and practice has suggested that the majority of employees generally request a permanent change after the 2 year temporary period expires. Services therefore require to backfill the initial period with temporary contracts, which can impact on the quality of candidates applying for these positions. It does however potentially provide job opportunities for those individuals who are less experienced. If and when the post becomes available on a permanent basis, the post requires to proceed through normal recruitment for a second time, creating additional workload/cost and insecurity for the temporary employees affected.
- 2.2 The revised policy, presented at Committee in November 2014, therefore proposed to remove the 2 year temporary option, offering employees the right to apply to amend their working hours on a permanent basis. It was considered that this approach would provide candidates with permanent job opportunities, provide more stability and potentially increase the quality of candidates available, and at the same time reduce the associated administration. A copy of the papers presented to Committee in November 2014 are attached for easy of reference.
- 2.3 Information extracted from the HR/Payroll system, shows 252 cases, where current employees have reduced their hours in the last 5 years, of which 85 are still within the initial 2 year period. Of the cases which have concluded their 2 years, 63% chose to reduce their hours on a permanent basis. It is interesting to note that the percentage varies greatly in Education, where 55% of employees chose to reduce their hours on a permanent basis, rising to 86% of employees in other Services.
- 2.4 The revised draft policy was issued as part of the normal consultation exercise to Services, at which time, no comments were received. As part of the further review, Services were asked for additional comments and also provided anecdotal evidence in relation to dealing with requests which is outlined below:
  - Education has commented that it is very challenging to backfill teachers on a part-time basis. Whilst this relates to both permanent and temporary positions, temporary vacancies are more difficult to recruit to successfully.

- Social Work Services indicated that the temporary arrangement can help assess whether the reduced working hours can work and assess the impact.
- Within some Services there are instances of employees changing their hours of work on a regular basis. For example, statistics show individuals who have returned to their substantive hours following a period of VRWT, subsequently request a further period of reduced hours. In some cases, employees have requested up to 3 separate instances of VRWT over a number of years.
- Other evidence shows individuals, for example within Education, returning to full time hours over the holiday period and subsequently reducing their hours again at the start of term, or going on maternity leave.
- It is resource intensive to process continual changes to employees' hours of work.

### **3. CONCLUSION**

- 3.1 It is recognised that the VRWT option does offer employees flexibility in their working hours. Statistics show that the majority of individual employees choose to reduce their hours on a permanent basis at the end of the temporary period.
- 3.2 Removing the opportunity from the policy, for an employee to request a temporary reduction in hours, whilst reducing flexibility for the individual employee requesting the change, would appear to be beneficial to the organisation in terms of applicants that may be available for positions along with reduced administration.

### **4. RECOMMENDATION**

- 4.1 It is recommended that Committee note the feedback related to the uptake of Voluntary Reduced Working Time and the basis of organisational benefits, refer the amended policy to Executive for approval and immediate implementation.

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**DIRECTOR OF CORPORATE & NEIGHBOURHOOD SERVICES**

Date: 13 January 2015

Contact Name: Tracey Gillespie, extension 6239

#### **LIST OF BACKGROUND PAPERS**

None

## **FALKIRK COUNCIL**

**Subject: FLEXIBLE WORKING POLICY**  
**Meeting: JOINT CONSULTATIVE COMMITTEE**  
**Date: 12<sup>TH</sup> NOVEMBER 2014**  
**Author: DIRECTOR OF CORPORATE & NEIGHBOURHOOD SERVICES**

### **1. INTRODUCTION**

- 1.1 Committee will be aware that the Council has a number of Flexible Working policies in place. These policies provide a range of flexible working options for employees, with the aim of enabling employees to achieve an improved work-life balance, greater job satisfaction and increased morale and productivity.
- 1.2 Currently these options are covered by separate policies, and include: annualised hours, compressed working, job-share, voluntary reduced working time, part time, career breaks and flexi time.
- 1.3 In order to ensure a consistent approach in the management of flexible working options, the various policies have been reviewed and merged into one streamlined document. This report explains the changes made and recommends referral to the Executive for approval.

### **2. FLEXIBLE WORKING POLICY**

- 2.1 The merging and condensing of the different options available provides a consistent and more simplified approach. It hoped that the merged policy will be easier for employees and managers to understand and should offer increased awareness of all options available.
- 2.2 In addition to the merging and streamlining of the different arrangements into one policy, the following changes have been made:

#### Voluntary Reduced Working Time

- 2.3 This policy currently provides employees with the opportunity to apply to work reduced hours for a temporary period of up to 2 years. Whilst this offers increased flexibility for employees, feedback and practice suggests that employees generally request a permanent change after the 2 year temporary period expires. The 2 year temporary option has therefore been removed and employees choosing to amend their working hours, will make the request for a permanent change to their contractual status. This allows services to plan resources over a longer period of time, enables more consistent service delivery and where necessary, reduces associated recruitment costs for backfill arrangements.

#### Purchasing Annual Leave Scheme

- 2.4 The Purchasing Annual Leave Scheme has now been in place for 2 years and has been very well received by employees. The policy offers increased work life balance, creates a more motivated workforce and at the same time generates savings. Employees can request up to 5 days additional leave each year, the cost of which is deducted from the employees salary over a 12 month period. This option has now been included in the new policy for ease of reference for employees and managers.

### **3. RECOMMENDATION**

- 3.1 It is recommended that Committee note the changes to the Flexible Working Policy and refer this to the Executive for approval and immediate implementation.

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**DIRECTOR OF CORPORATE & NEIGHBOURHOOD SERVICES**

Date: 26 September 2014

Contact Name: Tracey Gillespie, extension 6239

#### **LIST OF BACKGROUND PAPERS**

None

**DRAFT**



**FALKIRK COUNCIL**

# **FLEXIBLE WORKING POLICY**



**\*\*\*\* 2014**

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## **PART 1**

### **1.1 POLICY STATEMENT**

Falkirk Council aims to recruit and retain high calibre employees to enable them to provide quality services to the population of the Falkirk area. In reflection of the Council's commitment to equal opportunities, the following are options that allow employees to continue their employment and develop their careers within the Council whilst at the same time ensuring personal commitments are met.

The Council aims to be an Employer of Choice and to do that there needs to be a flexible workforce to make us more efficient and able to provide better services to our customers.

### **1.2 INTRODUCTION**

This policy outlines the range of flexible working options available with the aim of enabling employees to achieve an improved work-life balance, greater job satisfaction and increased morale and productivity.

While legislation provides for employees with caring responsibilities for children and relevant adults, the Council considers that, in terms of fairness, the same principles should apply for all employees who meet the eligibility criteria set out below providing them with the right to apply to work flexibly.

To be eligible to apply for any of the flexible working options employees should:

- have the relevant continuous service requirements with Falkirk Council for the particular option they are interested in (see options below in Part 2);
- not have made a request to work flexibly during the previous 12 months.

It is recognised however that the options contained in the policy cannot be made available to all employees and that not all posts are suitable for flexible working.

The Flexitime Scheme is the exception to the eligibility criteria noted above and is also the only flexible working option where there is no application process. The Flexitime Scheme does not however apply to all posts due to Service delivery requirements. Each manager will make their team aware of whether the Flexitime Scheme applies to their post.

### **1.3 GENERAL PRINCIPLES**

The following general principles will apply to the operation of the Policy;

- Clear operational service requirements and business reasons will define the scope for employees to be considered for specific alternative working arrangements. The approach will focus on how services can be maintained or improved through the flexible working arrangement requested, and not on the reason for the request.

- With the exception of additional equipment required for Homeworking arrangements, there should be no additional ongoing costs as a result of a change to an employee's working pattern.

- There is no contractual entitlement for employees to have their request approved. Where however a request is approved, the agreed changes will constitute a permanent variation to the employee's contract of employment.

- In exceptional circumstances, temporary arrangements can be agreed for up to 3 months for options such as Homeworking, Compressed Working and Part time.

- Requests for alternative working arrangements will be submitted in accordance with the process outlined at Section 1.4 of this document and using the Application Form (Appendix 1). The onus will be on the employee to make a considered request including how they see their role and duties being fulfilled under the proposed alternative working arrangement.

- Should an employee's request be refused, the employee will have the option to appeal against the decision through the Council's Grievance Procedure.

## 1.4 THE REQUEST PROCESS

### Timescales

The process is bound by timescales which must be adhered to unless there is agreement between the Manager and the employee to different timescales. These are:

- the employee will initiate the request, in writing, using the application form attached as Appendix 1 and submit this to their Manager;
- within 28 days of receipt of the application, where appropriate, the Manager should arrange a meeting with the employee to discuss their request. The employee has the option to be accompanied at this meeting. This can be a work colleague or Trade Union official;
- within 14 days of the meeting and following Head of Service approval, the Manager should provide a written response to the employee advising them of their decision;
- if the request is rejected, the employee has the right of appeal through the Grievance Procedure and their written grievance should be submitted to the Head of Service/Depute Chief Officer within 14 days of receipt of the written response. The relevant timescales and process within the Grievance procedure will then apply.

It should be noted, however, that there may be circumstances where a Manager requires more time to make a decision with regard to an application request i.e. where a service review is imminent or underway. The timescale for any delay in the decision and notification process should be discussed with the employee.

### Acceptance

If the request is agreed, the manager and the employee should discuss any arrangements that need to be made to facilitate the change and the expected timescales for this. Any change agreed will be a permanent change to the employee's terms and conditions. Confirmation of the change should be given to the employee in the form of an amendment to their contract and the relevant HR Forms online should be completed to ensure that both Payroll and HR are aware of the change.

The Service HR Business Partner will be able to offer advice and support as necessary.

## Refusal

Where a request has been refused, the manager should be aware that the reason must fall under one or more of the following headings:

- burden of additional costs;
- inability to meet customer demand;
- inability to reorganise work with existing employees;
- inability to recruit additional employees;
- impact on workload of others within the team;
- detrimental impact on quality;
- detrimental impact on performance;
- insufficiency of work when employee proposes to work;
- planned structural changes.

## Written Response and outcome

The Manager is responsible for providing a written response to a request within 14 days of a final meeting. This notification will advise:-

- (i) Approval of the request or modifications discussed with the employee along with details of the conditions attached to the offer of alternative working arrangements. The employee will be required to provide written acceptance of the conditions attached to any offer of flexible working arrangements prior to commencement.
- (ii) Refusal of the request. In this instance, the Manager will provide an explanation of the business reasons for the request not being supported as per above.

General responsibilities of both Managers and Employees are outlined within Appendix 2.

## 1.5 GENERAL CONTRACTUAL TERMS FOR FLEXIBLE WORKING ARRANGEMENTS

An employee's contractual arrangements will be adjusted, as necessary, to reflect changes in the total number of hours, the pattern of work or the place where work is undertaken. For example,

- **Annual leave and public holiday entitlements** for employees working other than on a full-time, 5-day week basis will be pro-rated to the revised working pattern. In some circumstances it may be appropriate for the leave entitlement to be noted in hours and minutes.
- **Pay** will be pro-rated to reflect the new working hours/pattern. Some flexible working options won't have an impact on pay, i.e. compressed working hours; whereas others will result in no pay for a period, i.e. career break.
- **Pension contributions** may be affected depending on which flexible working option is agreed. The employee is responsible for seeking appropriate advice on this matter and can contact the Pensions section on 01324 506329 or email [pensions@falkirk.gov.uk](mailto:pensions@falkirk.gov.uk).

The approval of a flexible working request **will** constitute a **permanent change to an individual's contract of employment**. An approved flexible working arrangement will apply to the post held at the time of entering into that particular contractual arrangement and will cease if the employee takes up a different post. The employee is free to submit a fresh flexible working application in terms of the new post taken up.

## **PART 2 – FLEXIBLE WORKING OPTIONS**

The following sections cover the options available to employees in respect of Flexible Working arrangements.

### **2.1 OPTION 1 – PART-TIME WORKING**

#### **Definition**

Part-time working refers to where an employee works fewer hours per day, per week or per year, than those who work on a full time, whole-year contract in the same job. Part-time working hours vary substantially and these can be arranged into work patterns that suit service delivery needs. **It can also include term time working, generally 39-41 working weeks per year.**

#### **Scope of Application**

The scope to work part-time will generally be available to all employees, **regardless of length of service**, except where there is a requirement for one individual to cover a full-time post and where a part-time working arrangement involving more than one employee would not meet operational needs.

#### **Contractual Implications**

A part-time employee will not be treated less favourably than a comparable full-time employee and conditions of employment must be applied pro-rata dependent on the number of hours/days worked.

### **2.2 OPTION 2 – JOB SHARE**

#### **Definition**

This involves two employees carrying out the work of a full-time post that would normally be done by one employee. Each job sharer normally undertakes the full range of duties of the post. There is no set model for managing time, which may involve working a set number of hours each week or alternate weeks.

#### **Scope of Application**

All full time employees, **regardless of length of service**, are eligible to apply to work on a Job Share basis unless the Council has determined that a particular post is not suitable for job sharing.

#### **Contractual Implications**

Employees working on a job-share basis will be required to co-operate with management and their job share partner in terms of the effective working of the arrangement e.g. participating in handover arrangements etc. If one job-share partner leaves, this will trigger a review of the job-share vacancy. The remaining job-share

employee will be consulted concerning the arrangements, which if appropriate, may include being automatically offered the post on a full-time basis.

## **2.3 OPTION 3 – ANNUALISED HOURS**

### **Definition**

Annualised hours is where the contracted hours worked is over a whole year rather than per week. Hours of work per week may be varied, as agreed, in a way that reflects seasonal/operational variations in service delivery over the year. The hours may be varied across 52 weeks of the year and hours may be reduced to zero in some weeks with additional hours worked in other weeks, to meet the needs of the service.

### **Scope of Application**

The scope to apply Annualised Hours working will be determined by the operational needs of the service and the fluctuations in particular service demands at specific times in the year. Generally, this means that in areas with variations in workload resulting in busy and quiet periods where work activity can be predicted, the arrangement of hours can be identified and balanced over a reference period (e.g. two periods of six months within a year **to deal with seasonal requirements**).

### **Contractual Implications**

The employee's hours of work will be determined primarily by the work activity and operational needs of the service and can be on a full-time or part-time basis. All contractual hours must be scheduled and worked during the appropriate reference period with no residual hours remaining at the end of the defined period. In addition, when working normal annualised contractual hours, there will be no increased cost to the Council in terms of overtime payments unless full-time hours for the year are exceeded.

Salary will normally be paid in equal monthly payments by averaging the annual salary over the year.

Providing an average of 37 hours per week are being worked over the year then premium payments for agreed overtime working would apply once the contractual hours for that particular time period had been worked.

The pattern of work will be agreed by the Manager to meet the needs of the service and should not result in increased cost to the Council in terms of allowances.

## **2.4 OPTION 4 – COMPRESSED HOURS**

### **Definition**

Compressed hours is defined as a working pattern that reallocates the normal weekly hours of work and 100% of the work activity into fewer and longer blocks of time. A full-time employee on this arrangement will normally have their standard hours per week compressed into fewer than five full working days a week. Examples include nine-day fortnights.

### **Scope of Application**

All full time employees, **regardless of length of service**, are eligible to apply to Compressed Working Hours. Consideration of applications for compressed working will primarily be determined by the nature of the employee's work activity, the

operational needs of the service, the impact on other employees and the impact on the employee's health, safety and wellbeing as a consequence of working longer periods of time.

Exclusions to this option include:

- Employees participating in a shift rota;
- Employees whose start and finish times require to be fixed for the purposes of service delivery;
- All school based employees.

### **Contractual Implications**

The pattern of work will be agreed by the Manager to meet the needs of the service and must not result in increased cost to the Council in terms of allowances.

Annual and other forms of leave will be regulated and controlled with reference to hours/minutes to accommodate variations in the length of the working day and the number of days worked. An employee working compressed hours will still receive the same entitlement (when converted to hours) as other full-time employees.

Those employees working compressed hours are not eligible for Flexitime.

## **2.5 OPTION 5 – CAREER BREAK**

### **Definition**

A Career Break is a defined period of special leave without pay. The purpose is to provide employees with the opportunity for an extended break from work. Whilst there are no prescribed activities, reasons might include the care of children (or other family members), voluntary work, study or travel.

There are 2 Career Break options available to employees:

- Guaranteed Return to Work (GRW)
- Assisted Return to Work (ARW)

### **Scope of Application**

This option is open to all employees who have a minimum of 2 years continuous service with Falkirk Council, with the exception of Teachers who have separate arrangements in place. Agreement will primarily be determined by the nature of the employee's work activity, the operational needs of the service and the impact on other employees.

### **Contractual implications**

#### **Guaranteed Return to Work**

Employees can apply for a GRW career break for a period of up to 2 years. Service will continue throughout the career break and will count towards continuous service. For the duration of the break, the employee's terms of employment will be amended to reflect the arrangements during their career break.

#### **Assisted Return to Work (ARW)**

Employees can apply for an ARW career break for a period up to 5 years. This option requires employees to resign from their post and consequently there is no continuity of employment or a guarantee of a return to work. The individual would however be provided with some assistance in returning to work following the career break.

It is an over-riding principle that service provision must not suffer. Further details relating to the specifics of Career Break options can be found at Appendix 3.

There are specific Career Break arrangements relating to Teachers and these can be found in the SNCT Handbook.

## **2.6 OPTION 6 – PURCHASING ADDITIONAL ANNUAL LEAVE**

### **Definition**

Purchasing additional annual leave allows employees to apply to buy up to a maximum of 5 days annual leave each year (pro rata for part time employees), while spreading the cost over the leave year. A copy of the Application Form can be found at Appendix 5.

### **Scope of Application**

This option is available to employees subject to the requirements of Services. It is an over-riding principle that service provision must not suffer. The needs of the Service or requirements of a particular post mean it is not possible for employees to participate. Exclusions include Teachers and associated professionals as national conditions do not allow for a variation in the annual leave year.

### **Contractual Implications**

Employees should note that by completing and submitting the application to purchase additional annual leave that, if approved, this constitutes their consent to any adjustment in salary. Deductions will be made from the employee's salary each month over the leave year.

Further details in relation to specifics of the Purchasing Annual Leave Scheme can also be found on at Appendix 5.

## **2.7 OPTION 7 – FLEXITIME SCHEME**

### **Definition**

Flexitime enables employees to vary their working hours by allowing them, subject to the needs of the service and with the agreement of their manager, to leave work to deal with personal issues/appointments, such as;

- Doctor's appointments (excluding hospital, ante natal care and requirements under VDU Eye Test Policy);
- Dental appointments;
- Optician appointments;
- Lawyers appointments;
- Meetings with schools/parents events.

Personal appointments should be made outside normal working hours where possible. However, it is recognised that it is not always possible and employees can utilise flexitime to attend such appointments. When making appointments however employees should take into account operational needs of the work area and discuss any requests with their manager.

### **Scope of Application**

The scope to undertake flexitime is subject to the requirements of Services and exclusions. It is an over-riding principle that service provision must not suffer. Exclusions include the following:

- Employees contracted to work out with the permitted working hours of 7am to 8pm;
- Employees participating in a shift rota;
- Employees whose start and finish times require to be fixed for the purposes of service delivery or by agreement;
- All school based employees;
- Employees who work Compressed Working Hours.

### **Contractual Implications**

The bandwidth is the hours during which time credits can be accumulated. There are no core hours and the available hours for the purposes of flexitime are from 7.00am to 8.00pm. The overall principle is that employees will work their normal working pattern (e.g. 9am-5pm); however, on occasion employees may work a pattern of hours to suit specific personal circumstances.

A lunch break should be taken by all employees which should be a minimum of ½ hour.

Employees will be credited for all time worked within the accounting period and within the specified bandwidth. The maximum credit which can be carried over to the next accounting period is the equivalent of 14 hours. The maximum debit which can be carried over is 1 day.

Employees are permitted to take up to a maximum of the equivalent of one day's leave in any accounting period. This should be on an ad hoc basis and cannot be used to change work patterns on a regular basis. All flexi leave must have prior management approval and will be subject to the needs of the service. Flexi leave will not be credited as hours worked.

Hours worked during the normal bandwidth of 7.00am to 8.00pm will not attract enhanced overtime payments unless categorised as authorised overtime and agreed in advance with your line manager. Where hours are categorised as overtime, they should not be accounted for/accrued within the flexitime system.

Employees should not work additional hours with the sole purpose of building up flexitime. There should be a business requirement for the hours to be worked and abuse of flexitime can be considered a disciplinary offence. Working hours should be agreed by the manager, including late start times and extended lunch periods.

### **Accounting Period**

Each accounting period covers a 4 week period as follows:

Contracted Working Hours	- 148 hours per 4 week period
Contracted Weekly hours	- 37
Contracted Daily Hours	- 7.4 per day (Monday to Friday)

**Note: Employees protected on a 35 hour working week under Single Status will be credited with 2 hours per week. This will be for recording purposes only and will not result in the accrual of an additional 2 hours.**



**Recording Hours**

Employees are required to record starting and finishing times of each period of work, such as:

- Start time each work day;
- End time prior to tea, lunch or smoke breaks;
- Start time after tea, lunch or smoke breaks;
- The start and end times of additional periods of absence should be recorded as and when they occur;
- Any flexi leave taken;
- End of the day's work.

The above should be recorded on an agreed time recording system and should be up-to-date at the end of each accounting period.

**PART 3****3.1 REVIEW OF POLICY**

The Head of Human Resources & Customer First in conjunction with Service Directors/Chief Officers and Trade Unions will monitor and review the policy as necessary.

This policy has been Equality Impact Assessed.

APPLICATION FORM

APPLICATION FOR FLEXIBLE WORKING

**Note to Employee**

This form should be used to make an application to apply flexibly for one of the following options:

Part Time  
Job Share  
Compressed Working Hours  
Career Break  
Homeworking

The details provided by you will help your Manager/Head Teacher to consider your request if you provide as much information as possible. It is important that you complete all the questions as otherwise your application may not be valid. When completing sections 5 & 6, think about what effect your change in working hours will have on both the work you do and on your colleagues.

Your Manager/Head Teacher will have 28 days after the date of your application to initially respond to your request. If the request is granted, you will receive a separate letter outlining the specific arrangements that have been agreed.

**1a. Personal details**

**Name:**

**Employee No:**

**Address:**

**Service:**

**Location:**

**Post Code:**

**1b. Work details**

**Job Title:**

**Service:**

**Location:**

**Tel No:**

**Manager  
Name:**

**2a. Describe your current working pattern (days/hours/times worked):**

**2b. Indicate which Flexible Working Option you wish to undertake:**

☐

**Part Time**

☐

**Job Share**

☐

**Compressed Working**

☐

**Homeworking**

☐

**Career Break**

**Duration of Break:**

**2c. Describe the working pattern/arrangement you would like to work**

### 3. Reason for application *(such as caring, travel etc)*

Please include reason for request and any supporting information.

### 4 Timescales

I would like this arrangement to commence from:      Date:

End Date (if applicable, i.e. Career Break)      Date:

### 5a. Impact of the new working pattern

I think this change will affect my employer and colleagues as follows:

### 5b. Accommodating the new working pattern

I think the impact on my employer and colleagues can be dealt with as follows:

## 6. Confirmation of eligibility and other arrangements

I confirm that:

- I have the relevant continuous service with the Council for the option selected.
- I have not made a request to work flexibly in the past 12 months
- Where this application is for Homeworking, that I have appropriate arrangements in place for dependants.
- Bike to Work scheme (please tick – *I am currently a member of the Bike to Work scheme*) ☐
- Childcare Vouchers (please tick) – *I am currently a member of the CCV Scheme* ☐

Signature:

Date:

## Record of Decision *(manager to complete)*

Employee Name:

Employee No:

Confirm which Flexible Working Option requested:

Date of meeting with employee

Decision

☐

Application Accepted

Date new working pattern will commence:

Date of review (if applicable)

☐

Application Rejected

Reason for rejection:

**Actions**

- ☐ Letter issued to employee
- ☐ Details changed on Resourcelink *(if relevant)*
- ☐ Paperwork processed for payroll *(if relevant)*

**Manager Name:** .....

**Manager's signature:** ..... **Date** \_\_\_\_/\_\_\_\_/\_\_\_\_

**Application approved by** ..... **Date** \_\_\_\_/\_\_\_\_/\_\_\_\_  
*(Head of Service signature)*

**A COPY SHOULD BE SENT TO HR FOR THEIR RECORDS**

## CONSIDERING FLEXIBLE WORKING REQUESTS

### RESPONSIBILITIES:

#### Managers:

Moving to more flexible working arrangements will involve new ways of managing employees, especially in relation to communication. In particular managers are expected to:

- Foster a culture of trust in working relationships;
- Discuss flexible working proposals frankly, openly and honestly with employees, to reach mutual understanding and beneficial solutions;
- Give due consideration to flexible working requests and seek to accommodate employees where possible, subject to service provision requirements;
- Keep flexible working arrangements under review and ensure that they continue to provide benefits to the service;
- Advise employees of any difficulties arising from their flexible working arrangements, so that these can be addressed.

#### Employees will also be expected to:

- Co-operate with management to facilitate a culture of trust;
- Discuss flexible working proposals frankly, openly and honestly with management and any colleagues impacted upon by their request, to ensure that mutual understanding and beneficial solutions are reached;
- Consider the impact of their preferred working pattern on service provision, personal and team performance;
- Advise their manager of any difficulties arising from their flexible working arrangement, so that these can be addressed;
- Accept that flexible working arrangements may require to be amended/ withdrawn subject to the needs of the Service, and following full discussion and reasonable notice.

## CAREER BREAK – GENERAL INFORMATION

- A minimum of 3 months notice in writing must be given for any career break application. The application should specify the type and length of the career break.
- Employees who are members of accredited organisations related to their job are responsible for maintaining their membership or registration during the period of their career break.
- A career break should not be used to undertake alternative full time employment. During any career break, the employee should not carry out paid work for another employer without the prior knowledge and approval of their manager/Head of Service. Failure to comply with this requirement may mean that the provisions of the career break policy will no longer apply.
- During a career break an employee and their manager should maintain informal contact. This should be discussed prior to the start of the career break to agree how contact will be maintained and the nature and frequency of any contact. The employee should provide their manager with appropriate contact details.
- Informal contact may include receiving up to date information from the Service as well as any details of vacancies where applicable. Informal contact does not constitute work and employees will not receive any remuneration in respect of this.
- For the purposes of facilitating a return to work after a career break, it shall be open to the manager and the employee to discuss whether there are any training requirements and/or induction needs necessary prior to the return. The employee will be paid for any work or training undertaken in this respect at the appropriate rate for the job.
- Career Breaks will impact on Pension contributions and may impact on eligibility for statutory benefits. The employee is responsible for seeking appropriate advice on these areas where applicable.

### **There are 2 options relating to Career Breaks:**

- **Guaranteed Return to Work (GRW)**

The following payments or benefits will be suspended during the period of the career break and will recommence when the employee returns to work:

- Incremental progression of pay;
- Employees who become pregnant whilst on their career break have no entitlement to Occupational Maternity Pay (OMP);
- Employees on a career break who become ill have no entitlement to Occupational Sick Pay (OSP);
- During the period of a career break employees will not accrue any annual leave or public holiday entitlement.

When an approved career break begins part way through an annual leave year, annual leave entitlement will be pro-rata to the actual time worked prior to the start of the break. Any



outstanding holiday entitlement should be taken prior to the break. Entitlement to public holidays will also be on a pro rata basis based on actual time worked.

An employee must pay any loans or expenses (e.g. car loans, training) in full prior to the start of any career break. No allowances will be payable to the employee during their career break. An employee must repay any outstanding balance on flexible benefits in full prior to the start of the career break (e.g. Bike to Work). Payment and receipt of Childcare Vouchers will cease whilst employees are on a career break. Employees who are members of any flexible benefit scheme should contact Human Resources (01324 506222) no later than 8 weeks prior to the date in which their career break will commence.

At the end of the agreed period, it is expected that the employee will return to work to the same post they held prior to the career break. There will be no entitlement to incremental progression of pay during the career break and therefore the employee will return to the same SCP as they left.

Employees who decide not to return from a career break must provide contractual notice. If at the end of the agreed career break period, the employee fails to return and does not provide written notice of their resignation, the provisions of the career break policy will no longer apply and consequently the employee will lose the right to a guaranteed return to work and the contract of employment may be terminated, **on the basis of assumed resignation from their post.**

All other conditions of service will remain unchanged, unless amended through normal consultation channels.

- **Assisted Return to Work**

Re-employment under this option cannot be guaranteed. However, support will be given to individuals wishing to seek re-employment after an ARW career break to a post in a similar capacity where possible. This need not be the same post or location and conditions of service will be applicable to the new post.

No later than 3 months prior to the end of the ARW career break, the individual should contact their former manager who will ensure that relevant information is provided to them in respect of accessing the recruitment portal and arranging for access to review internal vacancies. Individuals will be required to submit application forms for suitable posts and an interview will be guaranteed to candidates who meet the essential criteria of the post.

If at the end of the agreed period, the individual has not indicated their wish to return to work, the provisions of the career break policy will no longer apply and consequently the individual will lose the right to an ARW.

## **Guide to Purchasing Additional Annual Leave**

### **General information**

The maximum amount of leave that employees can request to purchase in any one leave year is the equivalent to one working week, i.e. five working days/37 hours for full-time employees or the pro-rated amount for part-time employees.

#### **Example 1**

An employee works full time and has a basic annual leave entitlement of 28 days. They want to increase their current annual leave to spend more time with their children and match the annual leave entitlement of their partner. The employee decides to purchase an additional five days, providing them with a total of 33 days to use in the year.

For compressed or part time working arrangements the purchased leave would be calculated in hours based on a normal working week.

Where employees have more than one post, they must complete a separate application form for each post that leave is being requested for.

Employees with fixed leave dates, e.g., term time employees, are permitted to apply to purchase additional leave to take outwith fixed holiday periods, subject to the needs of the Service. In these cases employees should indicate when the requested leave will be taken when applying to purchase leave and ensure that sufficient notice is given to allow full consideration of service requirements.

#### **Example 2**

An employee works term time and has a basic leave entitlement of 25 days. The employee wants to take an extra four days off during the school term. The line manager agrees that this can be accommodated so the employee purchases an additional four days, increasing their entitlement to 29 days, four of which may be taken during term time.

The application to purchase additional annual leave is only applicable for one year and is not a recurring agreement, i.e. a new application is required for each year that additional leave is requested.

Employees who commence work with the Council after the beginning of the leave year will not be able to participate until the following leave year.

Once approved, purchased annual leave should be taken prior to contractual leave entitlement and applied for in the normal way. If, having purchased leave, the employee falls ill and is unable to take this during the leave year the purchased leave will be lost. Only in exceptional circumstances will compensatory payment or salary adjustment be made.

Normal rules will apply for annual leave for those who terminate their employment, including the end of fixed term contracts. Where an employee leaves the Council before the end of the leave year, the full outstanding annual amount will be deducted from their final salary.

In exceptional circumstances, an employee may require to withdraw from participating during a leave year. Managers should review requests to withdraw from the scheme on an individual basis. Where this is permitted, the employee should use leave already purchased but payments will no longer be deducted from the employee's pay. Refunds will not be made for leave already purchased. The manager will require to liaise with HR for advice on this and payroll, to confirm the level of payment already deducted and calculate the equivalent number of hours leave already paid.

## **Attendance**

Employees participating in the scheme are expected to demonstrate a good level of attendance. To ensure consistency across the Council, the suggested level of attendance is 96% in the previous year to which the application refers. However, managers must review each case on an individual basis and take into consideration previous records of attendance and the reasons for any absence(s), including any absences related to a disability. Advice should be sought from your HR Business Partner to ensure compliance with equality legislation.

### **Example 3**

A manager authorises an application from an employee whose absence has fallen below 96% due to treatment for a medical condition, and who in previous years has demonstrated a good level of attendance.

Employees on maternity leave are able to participate fully in the scheme on their return to work. Periods of maternity leave do not count as non-attendance for the 96% attendance level. As with all other employees, they must apply to take part in the scheme prior to the start of the new annual leave year. Individual arrangements may be made in maternity situations, for example in relation to calculation of maternity pay/leave. Advice should be sought from Human Resources.

Employees who enter into the scheme and subsequently fail to achieve an acceptable attendance record will have their case reviewed under the Managing Sickness Absence Policy. Depending on the circumstances of the case, an employee's participation in this scheme may be withdrawn.

## **Application and Approval**

The application form for purchased leave is available within this policy and also on the Underground. Applications must be submitted by employees to their line managers and approved prior to the start of the new leave year. Employees must detail on the form the number of hours leave they wish to buy and submit this to their line manager for consideration by 1<sup>st</sup> November in the preceding leave year e.g. by 1<sup>st</sup> November 2014 for the 2015 leave year.

Managers should take into account other leave requests submitted from employees, any leave carried forward and the number of periods of extended leave already taken by the employee and any Service requirements.

All approvals for additional annual leave under the terms of this scheme are subject to the needs of the Service and will be considered by the appropriate manager and authorised by the relevant Head of Service within 28 days of receiving the request. It may be appropriate for line managers to wait until all applications have been received (i.e. 1<sup>st</sup> November in the preceding leave year) before deciding whether applications will be approved. It is the role of the line manager to inform employees if their application has been approved and applicants should be made aware of this within 28 days if their application is outwith this timescale. HR will not

advise employees if their leave has been approved. Approved applications must be submitted to Human Resources by 1<sup>st</sup> December to allow them to be processed before the payroll deadline for the following annual leave year.

The manager should ensure that any approved purchased leave is recorded on the employee's annual leave card/record.

Where the manager is unable to grant the request, the employee has the right to seek written notification of the reasons for the refusal.

### **Calculation of Pay**

Payroll will make deductions direct from an employee's salary each month over the leave year. Leave will be calculated as follows:

Hourly rate x average hours worked per day

#### **Example 4**

An employee on an hourly rate of £7.35 works 37 hours per week and wishes to buy 5 days leave. The equivalent of £22.66 would be deducted from their pay each month for the leave year. This is calculated as follows:

$\text{£}7.35 \times 7.4 \text{ hours} = \text{£}54.39 \text{ per day} \times 5 \text{ days leave} = \text{£}271.95 / 12 \text{ months} = 11 \text{ months at } \text{£}23.00 \text{ and a final deduction of } \text{£}18.95.$

#### **Example 5**

A part-time employee on an hourly rate of £8.10 works 5 hours per day for 4 days each week. The maximum amount of leave that the employee can buy is 4 days (equivalent to their normal working week), resulting in the equivalent of £13.50 being deducted from their pay each month for the leave year. This is calculated as follows:

$\text{£}8.10 \times 5 \text{ hours} = \text{£}40.50 \text{ per day} \times 4 \text{ days leave} = \text{£}162.00 / 12 \text{ months} = 11 \text{ months at } \text{£}14.00 \text{ and a final deduction of } \text{£}8.00.$

[Salary scales](#) which include hourly rates are available on the employee section of the Underground.

If an employee's pay changes, eg for incremental progression, or moving to a new post, the amount of money deducted each month will be amended accordingly.

Employees should note that by completing and submitting the form for purchasing annual leave that, if approved, this form also constitutes their consent to any applicable salary adjustment.

As this is not a salary sacrifice scheme, there will be no effect on pension contributions.

## Application for Purchasing Additional Annual Leave

1. PERSONAL DETAILS – to be completed by employee	
Name	
Employee no	
Job Title*	
Service	
If Temporary, Contract End Date	

**\* If you have more than one post then you should complete a separate application form for each post you wish to purchase annual leave from\***

2. PURCHASING LEAVE – to be completed by employee	
Weekly working hours e.g. 37	
Number of days leave you wish to buy e.g. 3	
Number of hours leave you wish to buy e.g. 22.2	
How do you anticipate cover could be provided to minimise impact to your Service?	

3. EMPLOYEES AUTHORISATION FOR DEDUCTIONS FROM PAY - to be completed by employee			
I have read and understood the conditions of the Purchasing Annual Leave Policy and authorise the Council to deduct the appropriate sums of money from my pay each month. I also understand that if my pay changes, the amount of money deducted from my pay each month will be amended accordingly or if I leave Falkirk Council employment during the year then the full amount outstanding will be deducted from my final salary.			
Employee signature		Date	

4. AUTHORISATION FOR PURCHASING ANNUAL LEAVE – to be completed by employee's line manager and Head of Service			
Approval	No of Hours Approved		
	Reason if not approved		
Line manager name (print)			
Line manager signature		Date	
It is the responsibility of the line manager to ensure that <b>attendance levels and duration of contract</b> have been checked prior to approval. The line manager must inform the employee of the outcome within 28 days of their application. Approved purchased leave must be recorded on the employee's annual leave record. This completed form should be passed to Head of Service for approval, then to Human Resources by the <b>1<sup>st</sup> December.</b>			
Head of Service Approval (signature)		Date	

5. FOR HUMAN RESOURCES ONLY	
Working hours on Resourcelink	
Employee status on Resourcelink	
Form recorded by HR, passed to payroll and copy in personal file (initial & date)	

6. FOR PAYROLL USE ONLY			
Additional Leave Value (Hourly Rate x Days x Hours)			Total Value
Recovery Amounts	First 11 Deductions		Final Deduction
Processed in Payroll			Date

STANDARD LETTERS

2A STANDARD LETTER ACCEPTING APPLICATION FOR FLEXIBLE  
WORKING (FOR ALL OPTIONS EXCEPT CAREER BREAK AND HOME  
WORKING)

Dear

**FLEXIBLE WORKING REQUEST**

With reference to your recent application for flexible working, I am writing to confirm that your request for (INSERT OPTION) has been accepted. This will be effective from DATE.

INSERT RELEVANT PARAGRAPH RELATING TO OPTION TAKEN (SEE BELOW).

This letter constitutes a formal amendment to your contract of employment.

Please confirm acceptance of this amendment by signing the enclosed copy letter and returning to me.

If you have any queries regarding this please do not hesitate to contact me.

**JOB TITLE**

.....

I have read and understood the above letter and accept the changes to my terms and conditions as stated.

Signature: ..... Date: .....

Part time	<p>Your hours of work will be reduced from ** hours per week to ** per week. Your days of work will be <i>(INSERT AGREED DAYS AND START/FINISH TIMES)</i> with a ** minute unpaid break each day.</p> <p><i>(If a temporary variation in hours has been agreed insert following sentence – This will be for a period of 3 months ending on DATE).</i></p> <p>Your salary will be pro rated to £***** per annum. In addition, your annual leave will be pro rated as appropriate to your working pattern. All other terms and conditions remain unchanged.</p>
Job Share	<p>Your hours of work will be reduced from ** hours per week to ** per week. Your days of work will be <i>(INSERT AGREED DAYS AND START/FINISH TIMES)</i> with a ** minute unpaid break each day.</p> <p>Your salary will be pro rated to £***** per annum. In addition, your annual leave will be pro rated as appropriate to your working pattern. All other terms and conditions remain unchanged.</p>
Compressed Working	<p>Your hours of work will remain unchanged. Your new work pattern will be (insert details of days to be worked/hours per day), <i>i.e. 4 days per week or 9 day fortnight.</i></p> <p>There will be no change to your annual salary which will remain at £ per annum.</p> <p>I can confirm that your annual leave entitlement will not alter, however, it will be calculated in hours as opposed to days, as currently it is based on your current daily hours.</p> <p>You will also no longer be eligible to participate in the Council's Flexitime option.</p>



## **2B STANDARD LETTER ACCEPTING APPLICATION FOR CAREER BREAK GRW SCHEME**

Dear

### **Career Break – Guaranteed Return to Work Scheme**

I refer to your application for a Career Break under the terms of the Guaranteed Return to Work Scheme and write to advise that I have considered your request and confirm that your application has been successful.

Your career break will commence on (DATE) and end on (DATE). The period of your career break is unpaid and you will not be eligible for incremental progression of pay, annual leave and statutory payments (such as occupational sick pay, maternity, paternity or adoption pay) during this time. Your terms of employment will be amended to reflect these arrangements during the period of your career break.

You must ensure that any loans or expenses are paid in full or that any outstanding balances in respect of Flexible Benefits (i.e. Childcare Vouchers or Bike to Work) are repaid in full prior to the start of your career break. I would ask that you contact Human Resources in terms of any Flexible Benefits to discuss repayment of your outstanding balance.

*Insert any relevant text regarding agreed maintaining contact arrangements.*

If during your career break, you wish to carry out paid employment for another employer, you must ensure that you receive prior approval from (insert name). Failure to comply with this requirement may mean that the provisions of the Career Break Policy no longer apply.

You should contact me no later than 3 months prior to the end of your career break (insert expected contact date) in order that we may discuss the options and processes regarding your return to work. It is expected that you will return to the same post and location you held prior to your career break commencing.

If you decide not to return from your career break and wish to resign from your post, you must provide written notification in line with your contractual notice period. If you do not return to work on the agreed date (as above) or do not provide written notification of either your resignation or request for an extension, the provisions of the Career Break Policy will no longer apply and you will lose your right to a guaranteed return to work and your contract of employment will be terminated.

Please sign and return the attached copy letter to me at the above address within 14 days of receipt confirming your agreement to the conditions outlined in the Career Break Scheme and as detailed above.

Yours sincerely

**2C STANDARD LETTER ACCEPTING APPLICATION FOR CAREER BREAK  
ARW SCHEME**

Dear

**Career Break – Assisted Return to Work Scheme**

I refer to your application for a Career Break under the terms of the Assisted Return to Work Scheme and write to advise that I have considered your request and confirm that your application has been successful.

Your resignation has therefore been accepted with effect from (DATE). It has been agreed you will take a career break of \*\* years and the expected end date is (DATE).

You must ensure that any loans or expenses are paid in full or that any outstanding balances in respect of Flexible Benefits (i.e. Childcare Vouchers or Bike to Work) are repaid in full prior to the start of your career break. I would ask that you contact Human Resources in terms of any Flexible Benefits to discuss repayment of your outstanding balance.

*Insert any relevant text regarding agreed maintaining contact arrangements.*

If during your career break, you wish to carry out paid employment for another employer, you must ensure that you receive prior approval from (insert name). Failure to comply with this requirement may mean that the provisions of the Career Break Policy no longer apply.

I will contact you 3 months prior to the expected end date to provide you with details relating to the Recruitment Portal. Once you receive this information, it will be your responsibility to submit an application for any posts that you consider suitable.

You will be required to complete application forms for suitable posts and the Council will guarantee an interview if you meet the essential requirements of the post. In this respect, the GIS box on the application form must be ticked.

At the end of the 3-month period from (insert date), if no suitable work has been found or you do not apply for any positions, the Council's obligations under the terms of the scheme will cease.

Please sign and return the attached copy letter to me at the above address within 14 days of receipt confirming your agreement to the conditions outlined in the Career Break Scheme and as detailed above.

Yours sincerely

## 2D STANDARD LETTER ACCEPTING APPLICATION FOR HOMEWORKING

Enquiries to:  
Telephone No:  
Date:

Dear

### **Homeworking Request**

I refer to your application for formal Homeworking arrangements and I am pleased to confirm that, following the appropriate risk assessment, your application has been successful. Your new working arrangements will take effect from <date>.

Below is an outline of the main terms of this arrangement, covered within the Homeworking Policy:

#### Conditions of Service

As agreed you will be working from home for xx days per week (*outline which days*) and during this time, your work location will be <home address>. The remainder of your working week will be at your current base.

Your hours of work/contact hours whilst working from home will be (*outline hours agreed*). You will be responsible for recording your working hours (*outline process that has been agreed – i.e. Outlook, Timerecording*).

#### Pay and Expenses

There will be no change to your salary or grade in respect of working from home.

Premium rates will not be paid should you choose to work more hours than previously agreed or should you choose to work hours that would normally attract premium rates.

Travel expenses will not be met for attending meetings within the office base. (If applicable, as you are in receipt of excess travel expenses, these will cease to reflect your new work base).

#### Contact Arrangements

You should be available by telephone during the agreed contact hours (*outline what has been agreed*). In addition you should be available to attend the workplace meetings or training as required and on occasion you may have to assist with providing holiday or sick cover within the office. Appropriate notice will be given in these circumstances.

Normal holiday application and sickness notification processes will remain in place.

#### Equipment

The Council will provide the necessary equipment needed for you to carry out your work from home. To enable you to work from home, I have agreed to provide (*detail equipment and serial numbers*). If the employee is using their own equipment – confirm this has been agreed and that maintenance of this is not covered within the policy.

Insert this paragraph only when required: The Council will also meet the costs of installation of a business telephone line, where required, and you will be entitled to claim the cost of official telephone calls made from this line. This line should also be used for the purpose of work-related email and Internet access. Payment will only be made on submission of a relevant bill (monthly bill or bank statement).

No additional payments will be made for your gas or electricity use whilst working at home.

All equipment provided by the Council is for work purposes only and you must be the sole user. You also have a responsibility to ensure the security and safekeeping of all equipment and work-related information. This includes ensuring the PC is password protected and all confidential paperwork is kept in a locked cabinet.

#### Maintenance of ICT Equipment

Maintenance and general ICT support will be provided via the ICT Helpdesk as per the normal process. You should log any calls with the Helpdesk in the first instance and where possible, these will be dealt with remotely.

For problems that cannot be dealt with remotely there are two options that can be used:

- You should bring the relevant equipment (i.e. laptop, printer etc) into the workplace to be fixed and/or replaced;
- If you are unable to bring equipment into the workplace, you should contact me to arrange for alternative arrangement to be made.

Whilst the Council will cover any general maintenance or upgrade to equipment, you will be responsible for any replacement or repair costs incurred for the damage or theft of any Council equipment in your care.

#### Health & Safety

As confirmed a risk assessment has been carried out in your home. The purpose of this assessment is to identify any adjustment or equipment that is necessary for you to carry out your work in a safe environment. If there are any changes to your working environment at home you must notify your manager immediately in order that a further assessment can be made. If you have any concerns regarding health & safety whilst working from home please inform your manager.

#### Insurance

The I.T equipment provided to you will be covered by Falkirk Council's Computer Policy and I have informed the Insurance Section of what equipment is being used. Additional property provided to you, for example desks are not covered and the Service will be responsible for any costs incurred due to theft or damage. You must therefore notify myself immediately with any insurance related issue.

It is your responsibility to notify your mortgage provider/landlord and also check that your home buildings and contents insurance apply to Homeworking arrangements.

#### Work and Caring Arrangements

Homeworking is not viewed as an alternative to paid dependant care and you should ensure, and demonstrate, that you have made separate care arrangements whilst working from home.

Termination of the Homeworking arrangement

This Homeworking arrangement may be terminated by either party by giving three months notice in writing or earlier by mutual agreement. Should the arrangement be terminated, all equipment provided by the Council should be returned.

We will meet formally in 3 months to review this arrangement, however, should you have any questions or concerns at any point please do not hesitate to contact me.

Please sign and return the attached copy letter to me at the address below within 14 days of receipt, confirming that you have read and agree to the conditions outlined the Homeworking Policy and as detailed above.

Yours sincerely

MANAGER

---

I confirm that I have read the above letter and agree to the conditions outlined.

Signature: ..... Date: .....

cc. Human Resources

## 2E STANDARD LETTER FOR REFUSAL OF FLEXIBLE WORKING REQUEST

Dear

### FLEXIBLE WORKING REQUEST

I refer to your application for flexible working under (Insert Option) and write to advise that having considered your request, I must now confirm that your application has been unsuccessful.

In making my decision, I have considered the reasons for your request as well as other consideration relating to the exigencies of the Service. Specifically the reasons for your request being denied are (*INSERT REASONS*).

Reasons could include:

- *burden of additional costs;*
- *inability to meet customer demand;*
- *inability to reorganise work with existing employees;*
- *inability to recruit additional employees;*
- *impact on workload of others within the team;*
- *detrimental impact on quality;*
- *detrimental impact on performance;*
- *insufficiency of work when employee proposes to work;*
- *planned structural changes.*

I appreciate you may be disappointed with this decision. You have the right however, to progress this matter to a formal grievance hearing. Should you wish to progress this through the Council's formal Grievance Procedure you should submit this in writing to (*insert appropriate contact details*), specifying the details of your grievance and a hearing will be arranged.

Yours sincerely

MANAGER