



# FALKIRK COUNCIL

# FLEXIBLE WORKING POLICY



April 2018

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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.

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

### **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 on Inside Falkirk.

### **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 Inside Falkirk.

## **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 & Business Transformation 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.

Flexible Working Application Form

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## APPENDIX 2

### 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.

STANDARD LETTERS

Most contractual change letters will be issued by the Staffing & Recruitment Team – more information is available [here](#)

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 you 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