

Flexible Working Policy

Flexible working arrangements available for employees.

This document applies to all County Council employees – exceptions are:

- posts where the duties and responsibilities are unsuitable for flexible working patterns
- the policy is advisory in schools where Governors/Heads are responsible for working arrangements
- Uniformed Fire Fighters

FLEXIBLE WORKING ARRANGEMENTS

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INTRODUCTION

Lincolnshire County Council aims to ensure that flexible working arrangements are promoted for all employees, considered in line with statutory obligations and implemented, where operational and service conditions allow.

OBJECTIVES

The County Council’s objective is to:

- implement flexible working arrangements which allow employees to be better able to balance their work, home and commitments relating to religion and belief
- make available part-time working at all levels, either as formal job-share or informally, subject to operational and service needs
- promote flexible working arrangements through information and guidance for managers and all employees

PRINCIPLES

The County Council’s policy with regard to flexible working arrangements includes:

- part-time working/job share
- flexible working hours schemes
- voluntary reduced time schemes
- homeworking/teleworking
- part-year working
- any other such arrangements that are agreed

The implementation of flexible working arrangements will be subject to both operational considerations and costs measured against their potential benefits. Any decision regarding requests for introducing flexible working arrangements must be shown to be:

- fair
- taken in the interests of the effective running of the organisation
- justified on non-discriminatory grounds

RESPONSIBILITIES

CHIEF EXECUTIVE

Ensuring the effective implementation of the County Council's flexible working arrangements in employment matters.

DIRECTORS AND ASSISTANT DIRECTORS

Establishing their own arrangements to ensure effective implementation of the policy and consulting with their employee representatives, as appropriate, on these arrangements.

Monitoring the arrangements and practices within their Directorates.

Monitoring records as appropriate, in line with agreed recruitment and selection procedures.

Ensuring that mechanisms, including the grievance procedure, are in place to deal with any complaints promptly and efficiently.

ASSISTANT DIRECTOR - PEOPLE AND MODERNISATION

Reviewing and revising the policies.

JOB SHARE SCHEME

Job-sharing is a formal/contractual arrangement where two people voluntarily share the duties and responsibilities of one job and also share the pay and benefits, where appropriate, of that job in proportion to the hours they each work. Job sharing may encourage diversity of the workforce but is not positive action. In a job-share post, the contract will specify the conditions and hours that will be carried out by each person.

Job-sharing has other benefits to the County Council. It can:

- promote equal opportunities by increasing the scope, range and availability of jobs for people who cannot work full-time
- maximise resources from which to recruit by making available individuals who are not able, or choose not, to work full-time
- retain employees who have valuable skills and reduce employee turnover
- increase efficiency - two employees will have complimentary skills to offer
- reduce the effects of absences such as sick leave and annual leave - if one person is away, the other half of the job may continue
- provide additional cover in peak periods - both sharers may be on duty at the same time for special events, to cover meetings, etc

There are some aspects of job-share which need to be taken into account. These include:

- additional costs may be incurred in relation to induction, training and administration
- if the job-share involves managing/supervising employees, the implications of employees working for more than one manager should be considered in advance
- extra responsibility may be placed on managers to ensure that work is properly allocated and that the sharers communicate properly with each other
- equipment will need to be properly allocated to accommodate an extra employee

- Employees should be advised to discuss impact on pensions with the Pensions Section

DIVISION OF POSTS

The arrangement of hours in a shared post should normally be determined by the line manager in consultation with the job-sharers.

Posts can be shared in a number of ways, including:

- morning on/afternoon off basis;
- each sharer working approximately two full days and one half day;
- sharers working alternate weeks;
- sharers splitting the working week by 3 days one week and 2 days the following week.

The total hours of the job-sharing partnership are equal to those of the full-time established post.

Where it is necessary to have a change-over period between the job-sharers, this will be achieved within the normal established total hours.

Where a system of flexible working hours is in operation, the application of the system to a job-share arrangement will be:

- discussed between management and the job-sharers;
- agreed prior to the commencement of the job-share.

The duties of the shared post may be allocated between sharers to reflect the skills, abilities and working hours of the sharers and the needs of the County Council. However, it should be borne in mind that the grade applies to the whole job. Wherever possible, sharers should undertake the full range of duties.

PROCEDURE FOR THE INTRODUCTION OF JOB-SHARING

Ways in which a job-share can be initiated are by:

- job-sharers applying for and being appointed to an advertised vacancy;
- an existing employee asking to share their present post;
- two current employees asking to share one of their current posts.

If a request to job-share is refused, it will be important to ensure that the reasons for refusal are totally non-discriminatory and that managers can demonstrate that the decision is based solely on objective and service-related reasons.

ADVERTISED VACANCIES

All vacancies should be advertised as suitable for job-sharing, except where the Director has shown that a particular post is unsuitable for job-sharing.

When recruitment takes place to a vacant post and job-sharers are among the candidates, the general principle of appointing on merit will apply. Job-sharers, including those making joint applications, will be interviewed separately and then briefly together to discuss their joint application. Selection panels may make an offer of appointment to only one partner in a joint application.

If only one job-sharer applies for a post but is applying for the post without a job-share partner, the application should be assessed in the same way as applications from other candidates. A full-time appointment should be offered if, in the opinion of the panel, she or he is the best candidate. If a suitable job-sharing partner cannot be found, the provisions of the procedure when a job-sharer leaves shall apply.

EXISTING EMPLOYEES WISHING TO JOB-SHARE THEIR POST

An employee wishing to share their existing post must notify their Director or appropriate manager in writing.

Directors and the appropriate manager will consider the request and discuss it with the employee and their immediate supervisor within 28 days of the application being made. The Director should then reply in writing, within 14 days, to indicate whether the job-share application is agreed or whether the job is unsuitable for job-sharing.

If the application is accepted, the remaining half of the job-share will be advertised. The existing employee will continue to work full-time until a suitable job-sharing partner is appointed. In such cases, it would be reasonable to advertise the post at least twice and then at a future date at the employee's request.

JOINT APPLICATIONS FROM EXISTING EMPLOYEES WISHING TO JOB-SHARE ONE OF THEIR POSTS

Where any two employees wish to job-share one of their existing posts, they must apply in writing to the appropriate Director. The application will then be dealt with as set out above. If the post is approved for job-sharing, the Director, through the appropriate manager, will discuss the proposed working arrangements with the existing postholder and will interview the other potential job-sharer to see whether he/she is suitable for the job.

If the application is then successful, the resultant post will be advertised, with the two job-sharing applicants continuing to work in their existing posts until an appointment is made.

PROCEDURE WHEN A JOB-SHARER LEAVES

If a job-sharer leaves, the remaining job-sharer will be offered the remaining part of the post. If they do not wish to work these hours, another job-sharing partner will be sought by advertising. Pending a new appointment being made, the Director should consider, in consultation with the remaining job-sharer, what alternative arrangements may be required to ensure that the duties of the established post are covered on a full-time basis.

If no suitable job-sharing partner can be found after advertising the post at least twice and there are no other suitable part-time posts for the existing job-sharer, then the sharer's employment will be terminated by due notice, as set out in contract of employment.

CONDITIONS OF SERVICE

Conditions of service for the post apply on a pro rata basis.

Grades and Rates of Pay

The grade for a job-share post will be that which applies to the post being shared.

Job-sharers will be paid pro-rata to the full-time rate for the number of hours worked.

Contract of Employment

Each partner to a job-share will hold individual contracts of employment. The postholder's job title will be that given to the established post with the endorsement - Job-Share. The following paragraph should be included:

“Your post constitutes part of a job share. In the event of the contract of employment of the other partner terminating, this appointment will be reviewed. You will be offered the remaining part of the post; if you decline and it proves impossible to recruit a new partner(s) after advertising twice and there are no other suitable part-time posts, then the appointment will be terminated by due notice.”

The job description will be that prepared for the established post, with additions and amendments where necessary to reflect agreements reached at interview. The hours to be worked will be by arrangement with the job-share partner and the line manager.

Car Allowances

Job-sharers occupying a post for which a casual user allowance is payable are able to claim the relevant mileage rate.

Job-sharers occupying a post for which an essential user allowance would be payable if a full-time appointment was made will each receive the full essential user lump sums or the use of a pool car if or when available.

Promotion and Transfer to Full-Time Work

Job-sharers may apply for promotion on equal terms with full-time employees, either jointly or individually, except where a post is excluded from job-sharing.

COVER ARRANGEMENTS

Job-sharers may be offered the opportunity to work additional hours to cover for their partner's holiday, short or long term sickness or maternity leave. However, it should not be a requirement of employment that they do so.

DEVELOPMENT AND TRAINING

Job-sharers will have access to training opportunities on the same basis as full-time employees.

When on training courses outside their contracted daily hours, part time employees shall be paid on the same basis as full time employees or given time off in lieu.

FLEXIBLE WORKING HOURS SCHEME

Subject to operational and service needs, without prejudice, the County Council operates a flexible working hours scheme for all employees.

Directors will consult with their employees and employee representatives before deciding whether to adopt the model scheme (tailored to suit their particular needs) or propose alternative arrangements.

An example of a flexible working hours scheme is shown below.

PRINCIPLES

A satisfactory service is maintained to the public during the normal hours of work.

The arrangements do not interfere with the effective operation of the Directorate/Division or the Organisation as a whole.

Satisfactory systems for monitoring the arrangements are made and implemented.

Employees who choose to continue to work standard hours will be permitted to do so.

IMPLEMENTATION

Requests from employees to work flexible hours will be considered on an individual basis. The suitability of the post for flexible working is subject to operational and service needs without prejudice.

Working arrangements will be included as a standard item on the induction checklist for new starters

FLEXIBLE WORKING HOURS EXAMPLE SCHEME

Times

Earliest commencing time - 07.30 hours

Latest commencing time - 09.30 hours

Earliest commencing time for lunch - 11.45 hours

Minimum lunch period - 30 minutes

Latest finishing time for lunch - 14.30 hours

Earliest finishing time - 15.15 hours (subject to minimum 2-hour afternoon)

Latest finishing time - 18.30 hours

Band time 07.30-18.30

Core time 09.30-11.45 and 14.30-15.15

Standard day 7 hours 24 minutes

Half day 3 hours 42 minutes

Time recorded to the nearest 5 minutes

Settlement Period

Four weeks.

Carry forward

+8 or -4 hours in any one settlement period.

These additional hours worked can be converted into leave at the rate of 24 half-days per year. This leave will be subject to the normal controls for annual leave and will be booked on that card under the special leave section. Overtime can only be claimed for as under the present agreement while authorised outside normal working hours.

RECORDING

At the end of each settlement period, if more than +8 hours are accumulated only 8 hours can be carried forward. If more than -4 hours are accumulated, the employee will be required to reduce the deficit.

VOLUNTARY REDUCED TIME SCHEME (“V-TIME”)

The County Council gives discretion for employees to voluntarily reduce their hours of work on a temporary basis with their pay adjusted accordingly. Such a voluntary reduction in hours is for a specified period of time of up to twelve months and can be achieved in a number of ways, as follows:

- reducing the working day
- reducing the number of days worked in the week
- taking time off in a block of days/weeks/months

All requests will, however, be subject to operational considerations.

At the end of the specified period, the employee will usually revert to their substantive working hours, although this can be reviewed and re-negotiated between the employee and their line manager. In principle all employees should be considered eligible for the application of the Voluntary Reduced Time Scheme.

The benefits of the Voluntary Reduced Time Scheme include:

- helping to retain valuable employees who, because of their personal circumstances, would otherwise be unable to balance work with domestic issues and may have no alternative but to leave their job
- employees being able to balance work with other responsibilities such as caring
- employees using the scheme as a means of acquiring new skills or qualifications
- allowing employees to gradually reduce their hours before retirement

REDUCTION OF HOURS

Once a request to apply the “V-Time” scheme has been approved, mutually suitable working hours and patterns are agreed between the employee and their manager.

There needs to be discussion between the employee and their manager to agree how the duties of the post are to be covered.

There is no change in the employee’s contract status. Regular reviews will take place.

PROCEDURE FOR THE INTRODUCTION OF “V-TIME”

“V-Time” is initiated by an employee requesting to voluntarily reduce their hours of work. The appropriate manager will consider the request and discuss it with the employee within 28 days of the application being made. The manager should then reply in writing, within 14 days, to indicate their decision. If, after consideration, the request is refused, the reasons should be clearly communicated to the employee.

ENDING THE AGREEMENT

Notice

One months notice on either side is required.

By the employee

If, before the end of the specified period, the employee requests a return to their substantive hours, the date of return will be mutually agreed.

By the employer

If operational circumstances change, for example if a colleague leaves or goes off on long term sickness, any "V-Time" arrangements will be reviewed. Termination of these arrangements will only be after all other options have been explored. In these circumstances, the employee will be given at least one month's notice by their line manager of the change to the arrangement.

MAKING A PERMANENT CHANGE

After completing a 12-month period of "V-Time", the employee may request to remain on the reduced hours. Such a request should be considered by the manager. Where such requests are approved, a new contract of employment will be issued.

CONDITIONS OF SERVICE COVERING VOLUNTARY REDUCED TIME SCHEME

These will apply on a pro rata basis.

Public Holidays

Employees working under a Voluntary Reduced Time Scheme will receive payment for public holidays pro rata to the number of hours worked at the time of such holidays only if they are scheduled to work on these days under the "V-Time" scheme.

PART-YEAR WORKING

INTRODUCTION

Part-year contracts, for example term-time only contracts, are a way of providing employment which benefits employees who have childcare responsibilities during holiday periods. In principle, all permanent employees irrespective of whether they have childcare or caring responsibilities should be considered eligible to apply for different forms of part-year working.

PRINCIPLES

Conditions of Service

Employees on part-year contracts are entitled to the same terms and conditions, pro rata, as employees who work all year (but see Annual Leave).

The dates employees are required to work will be agreed and reviewed between the employee and his/her line manager on a regular basis.

Annual Leave

It is assumed that annual leave will be taken during the periods the employee is not working. The payment for annual leave will be included as part of their normal salary. However, it is recommended that managers should accommodate where possible, reasonable requests from employees for time off to observe religious festivals. Managers should use their discretion within the rules for granting:

- annual leave
- flexible working hours
- unpaid leave

To facilitate these requests, bearing in mind the need to minimise the impact on service delivery and the ability to cover critical front line services where required.

CONTRACT OF EMPLOYMENT

The contract of employment should state that the post is to be worked on a part-year basis and should give full details of how the salary is calculated.

FURTHER INFORMATION

[Equality and Diversity in Employment](#)
[Homeworking Policy](#)
[Homeworking – Employee Guidance](#)
[Maternity Leave Policy](#)
[Work Life Balance Policy](#)

ADVICE AND SUPPORT

Please contact Human Resources.

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