



Flexible Working Policy

Contents

1.	Policy Statement	1
2.	Scope	2
3.	What is a flexible working arrangement?.....	2
4.	Voluntary Reduction in hours	3
5.	Part time working	3
6.	Job sharing.....	3
7.	Annualised hours	6
8.	Compressed hours working arrangement	7
9.	Term Time Working Arrangements	8
10.	Benefits of flexible working.....	8
11.	How many flexible working requests can an employee make?	9
12.	Review of flexible working arrangements	9
13.	Responsibility of the Employee	9
14.	The request.....	9
15.	Considering the application	10
16.	Employee unable to attend meeting.....	11
17.	New work pattern agreed	11
18.	New work pattern cannot be agreed	11
19.	Treating an application as withdrawn	11
20.	The employee's notice of appeal.....	12
21.	Policy monitoring.....	12

1. Policy Statement

- 1.1. The City and County of Swansea is a major provider of services and employs a diverse range of individuals, with different skills, knowledge and experience. The Council values its employees and the contribution they make in enabling it to meet its many goals.
- 1.2. The Council recognises that in order to motivate and retain this diversity we should offer flexibility in employment that assists individuals in meeting their various domestic commitments, and gives them a greater choice over where, when and how they work.



- 1.3. Employees are able to make requests to work flexibly and the Authority is committed to giving requests serious consideration.
- 1.4. Employees must be aware that legally they only have a right to request to work flexibly. There is no obligation on the Council to allow flexible working. When a request is agreed, the new working arrangement will be permanent unless there are exceptional circumstances e.g. where there is a temporary need to reduce hours to fulfil caring responsibilities.
- 1.5. The Council must consider all requests for flexible working. Each application will be considered on its own merits.
- 1.6. It is a mandatory requirement that the principles of this policy and its procedure are followed through to the letter. Failure to comply with the timescales can render the Council liable to an award in the Employment Tribunal.
- 1.7. All time periods can be extended where both the manager and the employee agree. Any extensions must be recorded in writing.
- 1.8. The Council is committed to ensuring the fair and reasonable treatment of all these employees in line with its [Equality Policy Statement](#) and employment legislation.
- 1.9. All employees, regardless of the number of hours they work, will be given the same consideration for training as full time employees.
- 1.10. Where such training may require attendance outside their normal hours of work, the compensation given will be no less favourable than a full-time employee would receive.

2. Scope

- 2.1. This policy applies to all employees except those employed in Educational establishments with delegated powers.

3. What is a flexible working arrangement?

- 3.1. The Council's package of flexible working arrangements includes:
 - [Voluntary Reduction of Hours](#)
 - [Part-time working](#)
 - [Job Sharing](#)
 - [Annualised Hours](#)
 - [Compressed Hours](#)
 - [Term time working](#)
 - [Home Working](#)

- 3.2. This list is not exhaustive and other patterns of flexible working may be considered.
- 3.3. Flexible arrangements should comply with the law on [working time](#).

4. Voluntary Reduction in hours

- 4.1. Voluntary Reduction of Hours is an arrangement agreed between the manager and the individual that enables an employee to reduce his/her working time by an agreed amount of time, with the option to return to full-time working after a mutually agreed set time.
- 4.2. As with all requests, agreement for a voluntary reduction of hours will be subject to the needs of the service.
- 4.3. Voluntary Reduction can take the form of shorter working days, or a shorter working week. Terms and conditions of employment will be no different from full-time employees, but obviously certain conditions e.g. pay, holidays and sickness entitlements will be calculated on a pro-rata basis.
- 4.4. Employees should be aware that reducing their hours of work will affect their pension entitlements. Employees may, therefore, wish to seek advice before making any decision.

5. Part time working

- 5.1. Part-time work is fixed hours which are less than 37 hours or less than 27.5 hours for centrally employed teachers.
- 5.2. Terms and conditions of employment for part-time employees are no different from full-time employees, but obviously certain conditions e.g. pay, holidays and sickness entitlements will be calculated on a pro-rata basis.
- 5.3. Not all part-time work has set working times, in some cases particular employment connected with the provision of 'personal care' services is, of necessity spread over all or a large part of, 24 hours and 7 days a week.
- 5.4. When considering a request to work part time, consideration must be given as to whether recruitment is necessary or may be difficult for the remaining hours of the working week.

6. Job sharing

- 6.1. Job Sharing is a formal arrangement where two or more employees share all the duties of a full-time post with the full-time salary and accompanying benefits of the post being divided proportionately between the sharers.

- 6.2. As a part time employee entitlement to annual leave and bank holidays will be pro-rata the full time equivalent. Your annual leave entitlement will be agreed with and authorised by your Line Manager, and where necessary, will be converted into hours and minutes by you Line Manager.

Recruitment to a vacant post

- 6.3. When a post is suitable for job sharing the objective will be to select the best candidate(s) for the job on merit. The overall suitability of two sharers would be compared with that of any prospective full-time candidate.
- 6.4. Shortlisting will be carried out on the merits of the candidates, without regard to whether they are prospective sharers or full-time post holders. However, to enable a whole post to be shared it is implicit that there be at least two prospective sharers among the shortlisted candidates. Where only one prospective sharer is shortlisted, the recruiting service / section will seek advice from their Human Resources Officer on the possibility of alternative arrangements.

Applications

- 6.5. Any application for a job share will be considered by following the procedure set out in [section 15](#) and each case will be dealt with on its merits.

Joint application

- 6.6. If two existing employees wish to share one of their posts, they should make a joint application if they are currently
- on the same grade, and
 - In posts which are substantially the same.
- 6.7. Where a joint application is made and is agreed that the post is suitable for job sharing the employees will be permitted to share the post under the terms of the scheme. Advertising of the post will not be required.

Single application

- 6.8. Where only one employee applies for a job share and the application is agreed, the remainder of the post will be advertised in the normal way in line with the Council's Recruitment and Selection Procedure.
- 6.9. If a suitable job share partner is not found, the manager may decline to allow the application.

- 6.10. If the decision is not to agree the job share then the Authority will consider any other suitable arrangements, but if none are available the existing arrangements will continue.

Employee responsibilities

- 6.11. Where 'handover' periods are necessary to the job-sharing role, employees must communicate effectively and efficiently together.

Cover arrangements

- 6.12. During short periods of absence e.g. short term sickness or annual leave, in certain circumstances the remaining job sharer may be required to increase their hours of work or undertake additional work.
- 6.13. Managers have the right to reasonably redistribute the duties so as to facilitate essential work being undertaken.
- 6.14. During long periods of absence, e.g. long term sickness, maternity leave, the remaining job sharer would be asked to consider extending their working hours to cover for their partner's absence. If this is not possible the managers may arrange additional cover, subject to the usual procedures by:
- Recruiting a [temporary employee](#);
 - Paying an [honorarium](#), for higher graded jobs;
 - Temporary rearrangement of duties within the Section.
- 6.15. Managers must refer to the [Recruitment and Selection Policy](#) in these circumstances as a [Vacancy Monitoring form](#) will be required to cover the post

Arrangements to apply when one sharer leaves

- 6.16. When an employee leaves a shared post, the employing service / section will follow the normal procedure for reviewing the vacancy. This will mean that the post will be offered to those on the redeployment list in the first instance.
- 6.17. If no-one on the redeployment expresses an interest in the post and before advertising the post, the remaining job sharer will be given the option of working full time.
- 6.18. Whilst the post remains vacant the manager will have the right to reasonably redistribute the duties to ensure that essential work can be done.
- 6.19. If it is decided to fill the remaining portion of the post, it will be advertised in the normal way. If no suitable applicant is found to share the post, the manager may determine that the post should be filled by a single occupant.

- 6.20. The existing job sharer will cover for the vacancy and will be given the option of transferring to full-time employment in that post. If this offer is declined every endeavour will be made to place him/her in an alternative job share or part time post.
- 6.21. Where no suitable post can be found and all other options have been exhausted the sharer's employment in that post will come to end. The employee will be subject to the principles outlined in the [Redundancy](#) and [Redeployment Policy](#).
- 6.22. This condition will be an explicit term of the job sharer's contract and on acceptance of a job share post the job sharers will be asked to acknowledge and accept this term.

7. Annualised hours

- 7.1. Annualised hours are a method of organising an employees working time over the course of one year. This type of working should be regarded as an optional alternative to fixed weekly hours.
- 7.2. They are particularly useful if service demands are seasonal and there are fluctuating capacity needs.
- 7.3. An example where the Authority currently has employees on Annual Hours Contracts can be found in Parks Maintenance; it can also be applied in a seasonal work situation, where there is a need for residual work in the down period.
- 7.4. The principal advantage of annualised hours in Local Government ensures that venues which are open to the public on weekends, Bank Holidays and evenings, maximise the use of facilities and meet demands by the customer.
- 7.5. Annualised Hours can be worked by full time and part time staff, normal rosters and rotas should be maintained at venues, and the annualised hours, operated within these rotas.
- 7.6. Payment is made on the basis of an annual salary or wage (pro-rata if part-time) payable in 12 equal instalments.
- 7.7. The annualised hours system shall operate from the 1 January each year, up to and including 31 December. A normal working day will be determined by the nature of the service.
- 7.8. No carry over of hours is allowed on this scheme. Any hours in excess of 15 which are recorded as a debit, shall result in a deduction from salary, excessive debit hours will also result in disciplinary action being taken.
- 7.9. Staff must record the hours worked on a [Time Recording Sheet](#).

- 7.10. Managers must use these sheets to monitor and manage the annualised hours staff work.
- 7.11. Each accounting period will last one calendar month. At the end of this period this sheet must be returned to Employee Services.
- 7.12. Staff operating this Annualised Hours System will, throughout the year, work different numbers of hours each month, therefore, it is important to remember that the annual salary, which is paid calendar monthly on 25th day of each month, will be paid in twelve equal payments and, will not alter as a consequence of a member of staff varying monthly working hours.
- 7.13. If an employee leaves mid way in the year and is owing the Authority hours, this will be deducted from their final salary, likewise any hours owed to an employee will be paid.
- 7.14. Like all flexible system of work, the operation of annualised hours relies on trust.
- 7.15. Should any member of staff wilfully and deliberately falsify the time recorded or fail to work their required annualised hours, then this would be treated as gross misconduct and dealt with in accordance with the Council's disciplinary policy.

8. Compressed hours working arrangement

- 8.1. "Compressed hours" is a working arrangement in which an employee undertakes the hours for a post in a compressed period. Examples include working full time hours over 4 days.
- 8.2. In issuing a compressed hours contract, it is advisable to incorporate the following:
 - the allocation of working hours and the pattern in which they are worked;
 - any existing terms and conditions which will continue however certain administrative procedures will need to be amended to reflect the changes i.e. holidays being calculated in hours instead of days.
 - that a compressed hours worker should have the same access to training and development as a full time worker;
 - that a compressed hours worker is entitled to the full car allowance scheme. This cannot be paid on a pro rata basis;
 - that where a compressed hours worker undertakes additional hours overtime rates, if applicable to the job, will not apply until the hours of work exceed the standard working week for a full time employee; and
 - a working day that meets the requirements of the [Working Time Regulations](#) e.g. the length of day and rest breaks.

Requests should be made using the procedure outlined in [section 14](#).

9. Term Time Working Arrangements

- 9.1. Term time working arrangements are contracts of less than 52 weeks duration. Typically employees will work between 39 - 41 weeks.
- 9.2. These arrangements are commonly found in Educational departments to ensure severe term time fluctuations in workload are met without the need to cover the more quiet periods.
- 9.3. Term time working allows the Council to tap into a pool of talent which might not be readily available to it such as parents of young children.
- 9.4. There may be some circumstances where term time working would be appropriate outside of the Education Department.
- 9.5. The annual salary for such posts will be pro-rata for hours and weeks worked, but will include an element for annual leave, bank and extra statutory holidays.
- 9.6. The salary will be annualised and paid in 12 monthly instalments.
- 9.7. All other conditions of service will remain the same.
- 9.8. Annual leave is not allowed to be taken during term time unless there are exceptional circumstances in which special dispensation is needed for example, child is ill etc.

10. Benefits of flexible working

- 10.1. Promoting flexible working makes good business sense and brings the following improvements:
 - Ability to attract a higher level of skills
 - More job satisfaction and better staff morale.
 - Reduced levels of sickness absence.
 - Reduce turnover
 - Increased customer satisfaction and loyalty
 - Improved competitiveness
- 10.2. The main benefit for employees for working flexibly is that it
 - gives them the chance to fit other commitments and activities around work
 - make better use of their free time.
 - Is particularly helpful for employees who have young or disabled children or who care for an adult.

- Allows employees to work flexibly in order to encourage a better work/life balance can lead to improvements in health and well-being.

11. How many flexible working requests can an employee make?

- 11.1. Under the Employment Rights Act 1996 employees have the right to request one application in a 12 month period. This applies even if the second request in this period is for a different caring responsibility. However in certain circumstances the Authority will consider any reasonable requests.
- 11.2. For example, an employee wishing to make a request to care for an adult would still have to wait a year even if their previous request had been to enable them to care for a child.
- 11.3. Each year runs from the date the first application was made.

12. Review of flexible working arrangements

- 12.1. If necessary, arrangements may be reviewed annually so that the employee and line manager can discuss its suitability.

13. Responsibility of the Employee

- 13.1. Prior to making an application it is important that employees give careful consideration to:
- which working pattern will assist them
 - changes that may occur in the contract e.g. if an employee becomes part time their holidays will be pro-rata
 - any financial implications it might have on them in cases where the desired working pattern will involve a drop in salary.
- 13.2. Employees must attend any meetings that are arranged or their application may be dealt with in their absence or withdrawn.

14. The request

- 14.1. If an employee wishes to request to work flexibly, it is their responsibility to make a considered application in writing to their line manager. If the employee is a 3rd tier manager, the request should be made to the relevant Head of Service.
- 14.2. The request should identify:
- The reason for the request
 - the type of flexible working pattern applied for

- the proposed start date

15. Considering the application

- 15.1. Within 28 days of receiving the request, the line manager must arrange to meet with the employee.
- 15.2. This meeting will provide the line manager and the employee with the opportunity to explore the proposed work pattern in depth, and to discuss how best it might be accommodated.
- 15.3. It also provides an opportunity to consider other alternative working patterns should there be problems in accommodating the work pattern outlined in the employee's application.
- 15.4. The employee can, if they want, bring with them a trade union official or fellow worker.
- 15.5. The manager considering the request must
 - adhere to all the timescales set out in the procedure.
 - accept all applications in good faith and make a decision on whether or not to grant a request solely on business grounds.
 - not treat any employee detrimentally for exercising their right to make a request
- 15.6. The line manager must discuss the application with the relevant third tier manager in consultation with Human Resources. The final decision will be made by the departmental Head of Service.
- 15.7. A request should only be refused if there is an appropriate business ground to do so. These are listed under the under the Employment Rights Act 1996, s.80G(1)(b) and include:
 - The burden of additional costs
 - Detrimental effect on ability to meet customer demand
 - Inability to reorganise work among existing staff
 - Inability to recruit additional staff
 - Detrimental impact on quality
 - Detrimental impact on performance
 - Insufficiency of work during the periods the employee proposes to work
 - Planned structural changes
 - Any other grounds as stated by the Secretary of State.

16. Employee unable to attend meeting

- 16.1. If the employee is unable to attend the meeting, they should contact their Manager as soon as possible to explain their absence and rearrange it.
- 16.2. If the employee fails on two occasions to attend the rearranged meeting without a reasonable explanation their application can be treated as withdrawn.

17. New work pattern agreed

- 17.1. The employee must be written to within 14 days after the date of the meeting.
- 17.2. If an employee's flexible working request is accepted the letter sent to the employee must include details of:
 - their new working pattern
 - date on which it will start
 - ensuring that this notice is dated
 - stating that the arrangement means a permanent change to the employee's terms and conditions of employment (unless agreed on a temporary basis as outlined in paragraph 1.4)
- 17.3. It is the line manager's responsibility to ensure employees working hours are adjusted accordingly.

18. New work pattern cannot be agreed

- 18.1. The employee must be written to within 14 days after the date of the meeting.
- 18.2. If a manager decides a flexible working request for an employee cannot be accommodated, the letter must:
 - state which of the listed business ground(s) apply
 - provide an explanation as to why the particular business reasons apply in the particular circumstances
 - set out the appeal procedure

19. Treating an application as withdrawn

- 19.1. There are three circumstances where an application can be treated as withdrawn:
 - The employee unreasonably refuses to provide the information needed to consider their application.

- The employee twice fails to attend a meeting to discuss a request (or a meeting to discuss an appeal) without reasonable cause.
- The employee decides to withdraw the application. This must be made in writing.

19.2. Any withdrawal should be confirmed in writing by Human Resources.

20. The employee's notice of appeal

20.1. If an employee wishes to appeal the outcome of their request they have the right to appeal. Any appeal must be made in writing within 14 days of being notified of the decision. The appeal must state the grounds on which the employee wishes to appeal and should be sent to Human Resources.

20.2. The employees appeal will be considered by the Head of Service and a decision will be conveyed to the employee by Human Resources within 14 days of the appeal being received. If the employee is a third tier manager, the appeal will be heard by the relevant Director or independent Head of Service.

20.3. If the appeal is successful the employee and the manager will need to consider what arrangements need to be in place for when the working pattern is changed.

21. Policy monitoring

21.1. The Council will monitor the application of this policy and has discretion to review it at any time through the appropriate consultation mechanisms.

21.2. Responsibility for the implementation, monitoring and development of this policy lies with the Head of Human Resources. Day to day operation of the policy is the responsibility of nominated officers who will ensure that this policy is adhered to.

Version Number	Details of Change	Date
2	Paragraph 6.16 amended to allow vacant job share positions to be offered to those on the redeployment list first rather than to the job share partner.	May 2016