

Flexible Working - Policy and Guidance

September 2017

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POLICY

1. Policy Statement

This policy will help schools to provide an effective and customer-focused service to the local community by directing employee resources more flexibly, whilst helping to meet individuals' needs for balancing life at work with demands at home.

The School is committed to a fair and impartial process for the resolution of applications for flexible working.

Flexible working involves a range of different working arrangements, which allow employers and employees to utilise non-traditional working patterns. These patterns can enable an employer to meet service demands more effectively and also help employees to balance work, home and personal priorities.

Different flexible working patterns will be more or less suited to particular service areas and types of working. The existence of term time working for classroom based staff to fit in with the times pupils are in school is a case in point. In accordance with the aims of this policy, wherever possible, employees should be given the opportunity to request a flexible working pattern which they feel is either more suited to the job or to their personal circumstances at the time, however, operational feasibility plays a key role when considering requests. Managers themselves may choose to consider a particular flexible working option to improve and enhance service provision to meet the needs of the school.

Flexible working can be particularly advantageous to working parents, people with caring responsibilities and to those with medical problems or disabilities, which may restrict their choice of work patterns.

In addition, flexible working methods can:

- avoid/minimise costs of overtime
- assist with provision of cover at peak times
- reduce absenteeism
- improve morale and motivation
- provide stability and continuity in the team
- increase retention of highly skilled staff
- reduce training costs
- develop the organisation and individuals.

Inevitably, managing flexible working patterns can create additional work, but there can be advantages to both the employer and employee where flexible working is appropriate.

2 Definitions and Abbreviations

- References to school can be any school or academy adopting this policy/guidance.
- In the case of academies Chair of Governors means Director of the Board or equivalent. Governing Body is the Trust Board.
- Full governors' meeting means a quorate meeting of the whole governing body of the school.

- 28 days means 28 calendar days and 14 days means 14 calendar days, excluding bank holidays and school holidays
- Trade Union Representatives means any representative of a trade union or any other staff representative.
- SHRA is the Unity Partnership Senior Human Resources Adviser

3 Employees Covered by this Policy and Guidance

This policy and guidance applies to all school employees whose employment is under the purview of the Governing Body.

This policy and guidance does not apply to centrally managed staff who work within the school i.e. those under the purview of the Local Authority.

4 General Principles

This policy applies to all school employees. However, the needs of the service and operational practicalities must be balanced against the needs of the employee. The policy will be implemented in accordance with principles of equal and fair treatment for all employees regardless of age, disability, gender, race, sexuality or sexual orientation.

Wherever possible, school management should seek to resolve requests for flexible working positively and consistently. Schools are advised to consult with their Senior Human Resources Adviser before declining flexible working requests.

5 The Role and Responsibilities of the School:

- School management will ensure that employees are aware of the opportunities for flexible working available to them.
- School management will take a positive view of flexible working opportunities and use them as an opportunity to promote positive employee relations.
- School management will seek guidance and support from their Senior Human Resources Adviser as and where appropriate.
- School management will take all reasonable steps to ensure that the timescales specified within this policy are adhered to wherever possible.
- School management will ensure that employees are informed of their right to be accompanied by a trade union representative or workplace colleague at any formal meeting to discuss their request.
- School management will ensure that employees are informed of their right of appeal where applicable.

6 The role and Responsibilities of Unity Partnership

The Unity Partnership Human Resources Advisory Service will review this policy on a regular basis to ensure that it complies with the law and the various conditions of service and will provide support and advice to school managers as required by the school in accordance with the level of service purchased from Unity Partnership.

7 Flexible Working Options (additional information at Appendix 1 page 15)

Below is a table outlining the various flexible working options available to school employees.

Flexitime	A flexi-time scheme enables staff to start and finish work flexibly outside of specified core times. The scheme also allows for flexi-time to be accrued and taken at a later date within a given period. This is unlikely to be a suitable method of working where the role is pupil facing.
Job sharing	Job sharing involves two people voluntarily sharing the responsibilities of a full-time post, dividing certain terms and conditions between them according to the hours worked.
Voluntary term time working	Some jobs, by the nature of the service, already operate during school term-time only. Term-time working is also an option for other posts not based in schools. If employees request to work a reduced number of weeks per year they will be paid pro-rata accordingly.
Voluntary reduced hours	This allows an employee to voluntarily reduce their standard working week by working less hours, generally known as part time working. Pay is pro rata.
Career breaks	Career breaks involve an employee taking an unpaid break from their employment with the school for an agreed period to, for example, pursue further education or because of family commitments.
Homeworking	Homeworking involves employees working at home for an agreed number of days each week, retaining a link with the school by use of information technology. This is unlikely to be a suitable method of working where the role is pupil facing.
Compressed hours	Employees working compressed hours will work their standard hours over fewer days by extending the working day. Examples of this include a four and a half day week, nine day fortnight or 18 day month (based on a four week month). This is unlikely to be a suitable method of working where the role is pupil facing.
Annual Hours Contracts	This type of working is a useful management tool for specific service areas, for example jobs which involve working outside, primarily during the summer. It is unlikely to be available to individual employees.
Special leave	Special leave is a useful mechanism to enable employees to take an additional number of day's

	paid and/or unpaid leave in specific circumstances. It includes leave for public duties and time off for family emergencies. Please see Special Leave Policy and Guidance
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8 Legal Issues

Employment legislation and case law places obligations on the school and the Council when considering requests for flexible working and managers will need to be aware of these. Managers may therefore benefit from advice from the HR Advisory Service when an employee requests a significant reduction in their working week or a significant change in the method of working, e.g. home working.

Under provisions set out in the Employment Rights Act 1996 all employees have a statutory right to ask their employer for a change to their contractual arrangements and to work flexibly provided they have worked for their employer for 26 weeks continuously at the date the application is made. The employee can request: a change to the hours that they work, a change to the times that they work or to work from home. The Act does not provide an automatic right to work flexibly but for this to be considered positively by their employer. Employees who have been employed for less than 26 weeks and agency workers do not have a statutory right to request flexible working.

An employee can only make one statutory request in any 12 month period.

A request must be in writing and must include the following information:

- 1) The date of the application, the change to working conditions that the employee is seeking and when the employee would like the change to come into effect.
- 2) What effect, if any, the employee thinks that the requested change would have on the school as an employer and how, in the employee's opinion, any such effect might be dealt with.
- 3) A statement that the request is a statutory request and confirmation of whether the employee has made a previous application for flexible working.

All requests set out on the above basis will be considered. In all circumstances it is good practice for the Head teacher to meet with the individual to discuss the request and this meeting should be held within a reasonable timescale, normally 28 days.

Employees will be entitled to be accompanied by a trade union representative or work colleague to any such meeting or appeal meeting.

The Head teacher will consider the request and will respond to it either agreeing to the request or stating the clear business ground upon which the request has been refused, setting out clearly the process for appeal. The Head teacher may take the decision to grant the request on a temporary basis as a trial period or to propose an alternative arrangement which would better meet the operational need.

The employee has the right to appeal within 14 days of the notification of the decision and should outline the basis for any appeal, in writing, to the Chair of Governors.

9 The Working Time Regulations

When considering flexible working requests, both the Head teacher and employee must keep in mind that the request must comply with Working Time Regulations as follows:

- The Regulations allow a maximum working week of 48 hours per 7 days averaged over a 17 week period (other periods up to a maximum of 52 weeks can be agreed with employees and/or trade unions)
- Employees can opt-out of the maximum working week regulation either for a period of time or indefinitely on the provision of a written opt-out agreement.
- A young worker (Age 16 – 18) cannot be required to work more than 8 hours in any one day, nor more than 40 hours in any one week. No opt out is available in respect of young workers.
- Night workers' normal hours of work shall not exceed an average of 8 hours for each 24 hour period if they work with special hazards.
- Adult workers are entitled to a rest period of 11 consecutive hours in each 24 hour period and 24 hours uninterrupted rest in any 7 day period or 48 hours in 14 days.
- Young workers are entitled to a rest period of 12 consecutive hours in each 24 hour period and to 48 hours uninterrupted rest in any 7 day period.
- Adult workers are entitled to a 20 minute rest break when working time is over 6 hours. A young worker is entitled to a 30 minute break after 4.5 hours of work. Rest must be taken within the shift not at the beginning or end.

The Regulations set out a number of circumstances in which the provisions relating to breaks in the working day, daily rest, weekly rest and night working do not apply. Such exceptions would apply where there is a need for continuity of service (e.g. residential carers); where there is a need to provide security or protect persons or property (e.g. caretakers in schools, emergency call out services); where there is a foreseeable surge in activity (e.g. winter maintenance activities); where there are unusual or unforeseen circumstances beyond the employer's control (e.g. extreme unexpected weather conditions which demand extra work to be carried out).

10 Further Considerations

When considering flexible working requests, both the Head teacher and employee should keep in mind the following points which may have an impact on the employee's conditions of service.

Pay Issues	Employees taking up flexible working patterns will generally be paid on a pro-rata basis, according to the number of hours worked. Employees should seek advice from the school's payroll provider prior to agreeing flexible working so that specific salary details can be calculated.
Leave Issues	The impact on annual leave arrangements will vary according to the type of flexible working method agreed. These are detailed in the section on each of the flexible working arrangements (Appendix 1). For any situation that is not covered in these details, it is advisable to consult with your Senior Human Resources

	Adviser
Pension	<p>Deductions from salary for the Local Government Pension Scheme and Teacher's Pension Scheme are made monthly and will continue at the normal percentage rate except for periods of unpaid leave. Pension payments and benefits will be affected by a reduction in an employee's working hours or working year, in terms of pensionable service, lump sum and monthly payments.</p> <p>Employees should obtain details of the impact on pension from the Pensions Officer within Unity Partnership or Teacher's Pension Scheme.</p>
Sickness Absence	<p>National Conditions of Service for Sickness Payments will apply, and sick leave shall be based on reckonable length of service calculated on an individual basis.</p> <p>For the purpose of Statutory Sick Pay (SSP), all seven days of the week are classed as qualifying days and, therefore, need to be covered whether or not an employee is due at work. Employees must submit a self-certification form for all absences up to and including seven days duration. A medical statement is required to cover the eighth and any subsequent days of illness.</p> <p>Entitlement to Occupational Sick Pay will be pro-rata according to the number of days actually worked, based on a six-day week for monthly paid employees.</p>
Leave and pay for maternity, paternity and adoption and maternity support leave	<p>Employees who work flexibly will still be entitled to the benefits of these schemes in accordance with the schools relevant policy. Payments will be based on the employee's contractual pay at the relevant qualifying week.</p> <p>Employees will be entitled to maternity support leave on a pro-rata basis.</p>
Training	<p>Employees will have access to training opportunities on the same basis as full-time employees but Head teachers may need to adapt ongoing on-the-job training programmes to accommodate different working patterns.</p>
Approved Overtime	<p>Where hours are worked in excess of the contract, payment at plain time will be made up to 36.40, i.e. normal full-time hours, before the appropriate enhanced rate is applicable.</p>

All other conditions of service will be calculated on a pro-rata basis.

GUIDANCE

11 Guidance

The following guidance explains how to deal with employee requests for, and implementation of flexible working methods. This will not be relevant in such detail when considering requests for special leave to deal with personal emergency situations. For this, please see Special Leave Policy and Guidance.

12 Applying for Flexible Working Arrangements

Employees wishing to request flexible working must put their request in writing to the head teacher, by fully completing the 'Flexible Working Request Form', which can be found at **Appendix 2**. The employee must specify a start date for the proposed change which provides his/her Head teacher reasonable time to consider the proposal and implement it if authorised.

Within 28 days of receiving the request, the Head teacher should arrange to meet with the employee to discuss the request. The purpose of the initial meeting is to explore the desired working hours/pattern of work and discuss how it might be accommodated. It will also be an opportunity to consider suitable alternative working arrangements/proposals.

All employees have the right to be accompanied by a work colleague or trade union representative at this meeting.

If the Head teacher agrees to the employee's request to change his/her working hours/pattern of work this formal meeting is not necessarily required, as long as the head teacher notifies the employee accordingly in writing, within 28 days of receiving the application.

The head teacher must then ensure that the school's payroll provider is notified of the change.

Note: for the purposes of this policy, the Head teacher will consider the request; however, where the Head teacher is the applicant, the request must be made and considered by the Chair of Governors.

13 Head teacher's Response

Following on from the above meeting (if required), the Head teacher has 14 days to respond to the individual in writing. This letter must confirm:

- Acceptance of the request and an agreed start date; or
- a compromise agreed at the meeting; or
- rejection of the request and set out clear business reasons for the rejection (see below), together with notification of the appeal process.

14 Refusing a Request

Applications for flexible working arrangements can only be refused on the following grounds:

- the burden of additional costs;
- detrimental effect 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.

15 Where the Request is agreed:

An employee has no automatic right to change back to his/her previous pattern of work, unless the application seeks the variation for a specified time period only and the temporary change of hours was agreed by the Head teacher. If an employee chooses to revert back to his/her previous hours or further change his/her flexible working arrangements, s/he will need to complete another 'Flexible Working Request Form'.

16 If a Request is declined:

If a request is declined an employee can make a further request at a later date, but s/he must wait 12 months from the date on which her/his last request was made before making any further requests.

17 Appeal procedure

If an employee wishes to appeal against a decision, s/he must write to the Head teacher within 14 days of the formal response being received in writing. The appeal must set out the grounds of the appeal and it must be dated.

A meeting of the governing body's Appeal Committee must be convened to hear the employee's appeal within 14 days of being informed of the employee's decision to appeal.

All employees have the right to be accompanied by a work colleague or trade union representative at this meeting

The employee must be notified of the outcome of the appeal in writing within 14 days of the meeting. The notification will either:

- uphold the appeal, specify the agreed variation and start date; or
- dismiss the appeal, state the grounds for the decision and a sufficient explanation of the refusal.

18 Extension of time-scales

If a Head teacher (or Appeal Committee in the case of an appeal), requires more time to consider an employee's request, the Head teacher and employee can agree to extend the aforementioned time limits. The Head teacher/Appeal Committee must record this agreement in writing, specifying the period to which the extension relates and the date on which the extension is due to end. A copy of this record must be sent to the employee.

19 Making the Decision

Head teachers will need to consider whether the nature of the request has implications that would warrant a discussion with governors before a decision can be made.

All outcomes are permanent unless agreed otherwise at the outset.

20 Multiple Requests

Where a Head teacher receives a number of requests for flexible working, s/he must consider each request on its own merit. There may be instances where more than one request has been received at the same time. Where this occurs the combined impact upon the team/work group, as well as the individual merits of the requests, must be considered.

21 Trial Periods

Where there are operational concerns, the agreed changes may be subject to the successful completion of a trial period after which a review must be undertaken to assess the viability of the change. The review should be arranged for a suitable period after commencement agreed between the employee and Head teacher.

The employee will need to be issued with a formal letter of notification about the trial period including an explanation of the impact on the individual's conditions of service and the agreed flexible working arrangements. An example is attached at **Appendix 3-B**

The manager and the employee both have a responsibility to be aware of the short and long-term implications to conditions of service and pension rights.

22 Reviewing the Arrangement

An initial review meeting should be arranged at the end of the trial period (although it is important to discuss any operational problems before this time). A successful trial period should be confirmed in writing (See Sample Letter **Appendix 3-C**).

If the trial period is unsuccessful, this must be explained to the employee and confirmed in writing (See Sample Letter **Appendix 3-D**). This must include reasons for the rejection. It is the Head teacher's responsibility to ensure this review takes place.

23 Circumstances where an Application can be considered as Withdrawn

A Head teacher may treat an application as withdrawn where the employee has:

- indicated either verbally or in writing that they wish to withdraw the application; or

- failed to attend a meeting to discuss an application or appeal more than once; or
- refused to provide information required by the school in order for it to assess whether or not the variation requested by the employee should be agreed

The Head teacher must confirm the withdrawal of an application to the employee in writing unless the employee has already done so.

24 Ending the Arrangement for Operational Reasons

Where the Head teacher has identified significant operational problems with particular flexible working arrangements, which have been put in place, or where changes in legislation affect operational provision, the intention may be to cease the particular flexible working arrangement. Where the arrangement is not working, the Head teacher must follow the usual procedures for varying Contracts of Employment. Seeking Human Resources advice is strongly recommended in such situations.

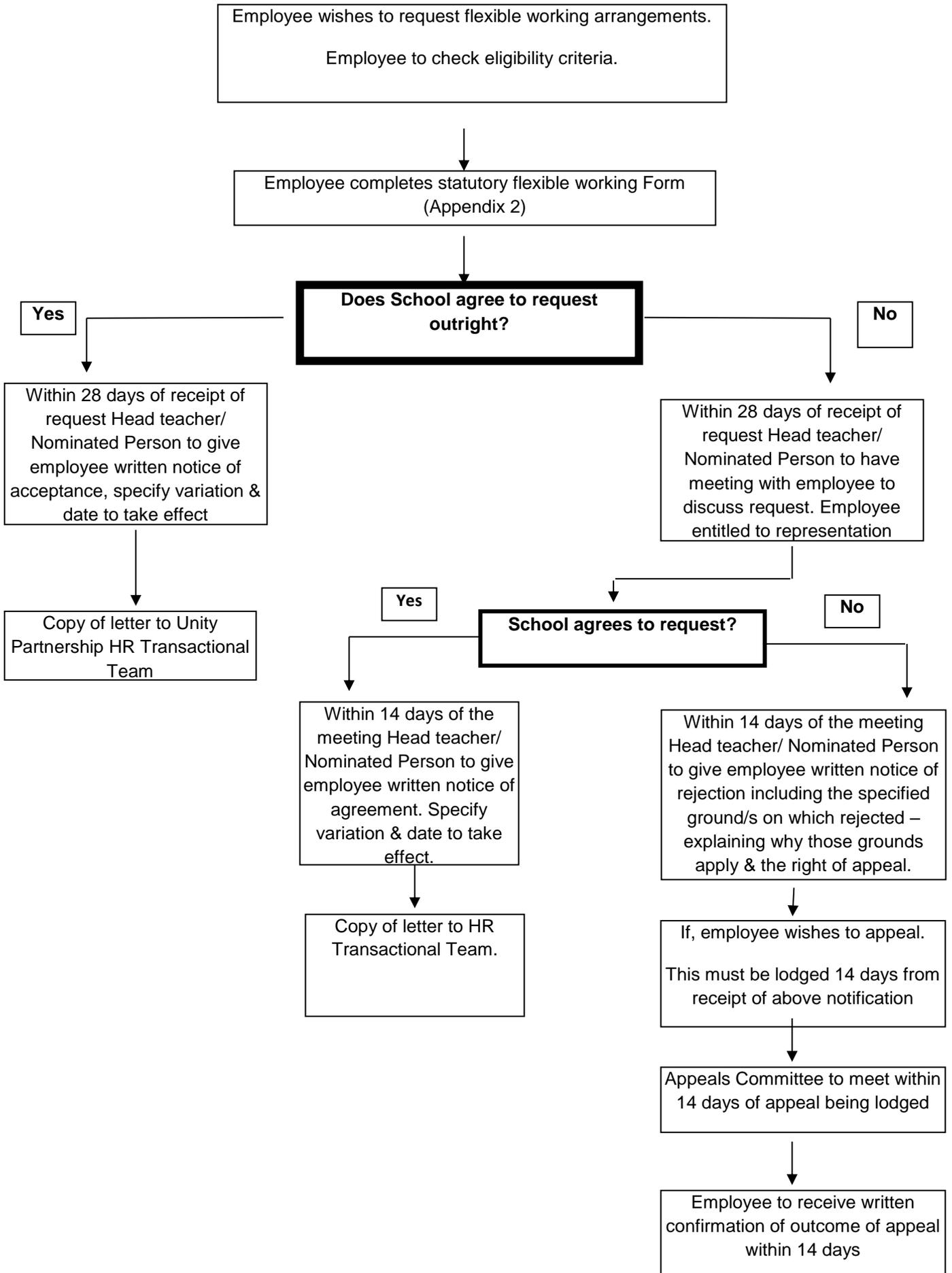
25 Employee Requests to Return to Original Work Pattern

If a change to working pattern has been agreed, it is regarded as a **permanent variation of contract**. Whilst there is no automatic right to revert back to the former arrangement, managers are asked to be flexible and compassionate where an employee requests a return to the original work pattern, on account of a significant change in their personal circumstances. The problems associated with this will vary according to the flexible working method adopted. Depending on the length of time during which a flexible working pattern has operated, it will not always be possible to enable the employee to return to their original pattern.

26 Monitoring Flexible Working

Schools should set up their own systems for monitoring the effectiveness of flexible working.

KEY STAGES IN THE PROCESS



FLEXIBLE WORKING METHODS

A. FLEXITIME

WHAT IS FLEXITIME?

Flexitime is a method of working flexible hours during the day to accommodate both the needs of the service and personal circumstances of employees. Fluctuating service needs during the day can be better accommodated by taking a flexible approach to the hours worked. Similarly employees are able to work around personal commitments with the mutual agreement of their manager. Flexitime can be applied successfully to many service areas, although inevitably some jobs will not operate practically under this system.

All staff have an agreed working pattern, which is their norm. Flexitime is an agreed variation to this pattern; it is not a charter for an employee to come to work and to go home as and when they see fit.

WHO CAN WORK FLEXITIME?

In principle, flexitime can be applied to most non-teaching jobs, although it would be difficult for those whose total weekly hours are worked in class. The following flexitime scheme shows an example for employees whose standard working week is 36 hours 40 minutes. This can also be applied to those working term time only, part time and job sharing employees by reducing the standard working week.

Schools are encouraged to consider a variation of this flexitime scheme where the service would benefit from e.g. a different accounting period (i.e. number of weeks over which flexi time can be accrued and taken off) or bandwidth (i.e. the daily time band within which hours can be worked). Where variations are considered, appropriate trade union consultation should take place. Head teachers may wish to seek advice from their Senior HR Adviser.

Managers may ask employees to change their flexible working pattern if they have just cause for so doing.

It is important to build in processes to check that some employee choices are not being achieved at the expense of others employees who feel that the provisions of flexitime are being unreasonably withheld from them may take action under the School's Grievance procedure.

The scheme depends on the common sense and goodwill of both employees and managers.

Managers should ensure that the required level of service is provided at all times and may reasonably require employees to work standard hours (see example below) or not take accrued hours as leave at particular times, to meet service demands. Requests for annual or flexi-leave should be treated on a first come, first served basis. Employees will be expected to keep appropriate records of time worked e.g. on a spreadsheet, which must be checked monthly by the relevant manager. The successful operation of the Flexi-time Scheme depends on trust.

B. JOB SHARING

WHAT IS JOB SHARING?

Job sharing involves the voluntary sharing of a post with the individual sharers receiving pay and benefits in proportion to the number of hours they work.

Job sharing allows employees to reduce weekly working hours without having to change job or career prospects and may suit the needs of employees who are working parents, have caring responsibilities or suffer from ill health or a disability themselves for example. The school can also benefit from a dual input of ideas and experience plus improved recruitment, retention and motivation.

WHO CAN WORK ON A JOB SHARING BASIS?

It is Local Authority policy that job sharing is available to all employees in principle but, there are naturally some posts which will not be suited to job sharing where the impact on service provision negates the possibility of a successful job share. When determining the division of hours and duties, it is important to ensure that each set of hours forms a viable package in their own right, to attract new applicants if necessary. For teachers, the division of hours is always expressed as a % of the 1265 hours directed time.

Governors are responsible for identifying posts, which cannot operate on a job share basis because of a significant detrimental impact on service provision. Refusing a request to job share without full consideration and operational justification can result in claims of indirect sex discrimination. Employees who feel that job sharing is being unreasonably refused may take action under the School's Grievance Procedure, and can ultimately make an application for their case to be heard by an Employment Tribunal.

HOW DOES A JOB SHARE BEGIN?

- Two employees doing similar jobs may apply to share one of the jobs and release the other as a vacancy.
- Two candidates may apply for a vacant post on a job share basis and one or both be successful but each application will be considered on its own merits. Where applications are received from two employees wishing to job share together they should be assessed in the same way as applications from other candidates. Joint candidates should be interviewed separately to assess individual abilities to do the job. The selection panel may make an offer of appointment to one job share partner only, if the other partner does not meet the requirements of the person specification. The remaining hours may then be re-advertised or be offered to another candidate who wants to job share.
- Two separate candidates can be appointed to a vacant post on a job share basis.
- An existing employee may apply to job share and if agreed, the other half of the job would then be advertised.

MANAGING JOB SHARING

The distribution of duties and responsibilities for a job share post should be determined by the line manager in consultation with the job sharers (taking account of skills and interests) and with regard to the needs of the service. However, the overall level of responsibility should always be equal.

Most difficulties with job sharing occur where the job share is not managed properly and where there is a lack of communication and co-operation between the job sharers and other colleagues/the manager, particularly because job sharers may miss out on day to day issues. It is important to build in a period during the week, or at least once per fortnight, when the two job sharers overlap their

time (without working extra hours). A note book is also recommended for each job sharer to record useful information and ongoing issues for the other whilst they are in work.

CONTRACTUAL ISSUES AND OTHER OPERATIONAL ISSUES

Job sharers will have service conditions applied to them on a pro rata basis in accordance with the relevant national body and local conditions of service with some exceptions. The main issues are outlined below:

CONTRACT OF EMPLOYMENT

Each job sharer will have an individual contract of employment. Attached to this will be a copy of a job share agreement, which sets out details of the agreed division of the job and responsibilities of both partners.

RATE OF PAY:

This will be the salary grade of the post pro rata to the hours worked. Job sharers will not necessarily be on the same salary point within the grade. Normal incremental progression will apply.

ANNUAL LEAVE, SICK PAY AND MATERNITY/ADOPTION LEAVE

These are in accordance with national and local individual conditions of service pro rata to the hours worked.

PUBLIC/BANK HOLIDAYS:

These are shared on a pro rata basis between the job sharers according to the number of hours each works.

The majority of Public/Bank holidays fall on a Monday and there are a number of methods to share these, depending on the actual working arrangements.

Example:

Employee - A works a.m.
Employee - B works p.m.

Both employees take their Public/Bank holidays as they fall.

Example:

Employee A works Monday, Tuesday and Wednesday a.m.
Employee B works Wednesday p.m., Thursday and Friday
Each employee may take the Public/Bank holidays in turn or split the 8 holidays for the year between them.

More Public/Bank holidays will fall on Employee A's working day, so they can book a day's annual leave for a day they are not entitled to or work either one of Employee B's days or a couple of Employee B's Wednesday afternoons. In turn Employee B can take Wednesday afternoons off in lieu of the Monday Public/Bank holiday or receive an additional day's leave to take at a later date.

FLEXITIME

Job sharers may be able to apply the flexitime scheme in agreement with management although certain posts may only be able to operate a limited scheme or none at all.

PENSIONS:

Employees considering job sharing should contact the Pensions Officer for more information on pensions.

VACANCIES:

Job sharers can apply jointly for vacancies within schools or the Authority (where the post is suitable for job sharing) on equal terms with full time employees subject to the usual assessment process in accordance with the RASA Guidelines.

TRAINING:

Job sharers will have the same access to training, information and opportunities as full time employees.

RESIGNATION OF ONE PARTNER:

If and when one part of a job share post becomes vacant, the following steps will be taken in line with the Local Authority recommended Job Share Agreement:

- Consultation to arrange mutually acceptable temporary cover will take place between the Head teacher and remaining job share partner.
- If the school governing body agrees that the vacant part of the post be filled, the remaining job share partner will be offered the full time post. If the school governing body determines that the vacant part of the post shall **not** be filled, this constitutes a reduction in work of a particular kind and the policy entitled 'Managing Change' should be followed.
- If the remaining job sharer does not wish to accept the offer of the full time post, the vacant part will be advertised and a new job share partner sought.
- The vacant post must be widely advertised on two separate occasions. The only exception to the need to advertise twice would be, for example, where the post to be advertised is for a science teacher and there is a recognised national shortage of science teachers.
- If, after advertisement, no suitable partner can be found, the school governing body may agree that the post should be held by a full time employee. In this case, all possible attempts would be made to offer the remaining incumbent another permanent part time post either in their current school or through re-deployment, to another school. Where this is not possible, the contract of the remaining partner would be terminated with due notice, on the grounds that no suitable job share partner could be found. The statutory dismissal process must be followed, including a right of appeal against the dismissal decision.

C. VOLUNTARY REDUCED HOURS

WHAT ARE VOLUNTARILY REDUCED HOURS?

This is an arrangement commonly referred to as part-time working whereby employees can voluntarily reduce their working hours. Pay and benefits will be reduced accordingly.

(It is likely that both the Local Government and Teachers' Pensions Schemes will be introducing arrangements whereby employees will be able to access part of their pension and continue in part time employment).

Benefits to the School can include:

- retaining skilled and trained staff within the Authority.
- improving efficiency e.g. reducing fatigue in those who have pressures at home as well as at work.
- allow working hours to match peaks and troughs in the working week or day, or to match a permanent reduction in the workload.

WHO CAN WORK VOLUNTARY REDUCED HOURS?

Any employee may request a reduction in their working hours to meet a variety of personal, caring or family commitments or for ill health reasons. Reducing working hours may allow an employee to continue in work when otherwise they would have had to change jobs, leave or be dismissed on ill health grounds.

MANAGING VOLUNTARY REDUCED HOURS

The detail of the reduced hours must be agreed between the employee and the manager to meet both operational and personal needs. The reduced hours may be facilitated by working fewer hours per day or by working fewer days per week, where this is feasible. In both cases the decision can be taken either to “fix” the working time by setting hours or days of working, or to allow the arrangement to be flexible to meet the fluctuations of operational needs. An example of the latter would be that the employee remains on “flexitime” with an adjusted standard working day and/or the working days, whilst normally pre-set, can be subject to change on a prearranged basis dependent upon workload.

CONTRACTUAL ISSUES AND OTHER PRACTICAL ARRANGEMENTS

In general terms and conditions of employment will not be altered by the reduction in hours but will be, where applicable, pro rata to reflect the reduction in hours e.g. pensions.

RATE OF PAY:

This will be the salary grade of the post pro rata to the hours worked. Normal progression rules apply.

FLEXITIME

For non-teaching posts, Flexi-time may continue to be appropriate with, if applicable, a reduced standard working day, although this may be on a more limited basis.

ANNUAL LEAVE AND SICK PAY

These are in accordance with national and local conditions of service pro rata to the hours worked

PUBLIC/BANK HOLIDAYS

In line with existing arrangements.

PENSION

Employees considering reducing their working hours should contact the Pension Officer for more information.

FILLING THE VACANT HOURS

How the vacant hours are filled will depend upon the number of hours available. The manager may, for example, choose to; delete the hours and / or undertake a minor restructure taking into account the new work arrangements; fill the hours by recruitment or other internal arrangements to accommodate the vacant hours and / or responsibility level. These arrangements are subject to the usual procedure for filling vacant posts.

TRAINING

Part-time employees will have the same access to training information and opportunities as full time employees.

D. COMPRESSED HOURS/FORTNIGHTS

WHAT ARE COMPRESSED HOURS?

Compressed hours /fortnights can be a means of introducing some flexibility into jobs which do not meet the requirements for Flexi-time. Similarly, they enable extended service availability beyond the standard day or provide quiet time for work at the beginning/end of the day. Employees working compressed hours will work their standard hours over fewer days by extending the working day. Examples of this include a four and a half day week, nine and a half day fortnight or 18 day month (based on a four week month).

WHO CAN WORK COMPRESSED HOURS?

Any employee, other than teachers, can request to work compressed hours. The scheme cannot be available to teachers because of the structure of their Directed Time.

MANAGING COMPRESSED HOURS

Compressed hours can work within a team situation but the day/half day not worked would have to be flexible to maintain service provision. If a number of employees within a service were to work compressed hours it may be that the system would operate more effectively on a rota basis e.g. employee A works compressed hours for one month and employee B the next or, rota the time off each week. As with the flexitime system, where a manager believes that an employee is abusing the system then disciplinary action may be taken.

This is unlikely to be a suitable method of working where the role is pupil facing.

E. AVERAGED/ANNUALISED HOURS: Including banking time

WHAT ARE AVERAGED/ANNUALISED HOURS?

Annual hours contracts (AHC's) are designed to meet the requirements of the employer's service by matching the working hours of employees per annum, rather than the normally specific contractual weekly working hours. The total of annual hours includes the allowances for annual leave, bank holidays, and training where applicable.

F. CAREER BREAKS

WHAT IS A CAREER BREAK?

A career break enables an employee to take an unpaid break from work for personal reasons whilst maintaining continuity of service with the Local Authority/Governing Body. The employee is required to give a minimum of 3 months' notice to commence a career break. With the exception of continuity of service all other terms of the contract of employment with the Local Authority/Governing Body will be suspended. On return, at an agreed date following the career break, the employee will be able to return to the same or similar post within the School without competitive selection.

It is recognised that during an employee's working life there will be times when personal commitments may take priority over work e.g. bringing up children, longer term care for sick or dependent relatives or pursuing a course of further education. The Local Authority can accommodate such personal commitments, where operationally practicable, through career breaks.

The benefits to the school include:

- the recruitment and retention of skilled and experienced employees
- the knowledge and experiences brought back to the workplace

WHAT IS THE PURPOSE OF A CAREER BREAK?

The purpose of a career break could be:

- to extend the maternity leave period (*see also Parental Leave*)
- to extend a period of adoption leave
- to care for a dependent relative
- to enter full time education, or education through travel

These reasons are not all inclusive and others may be considered, with the major exception of taking up other paid employment.

HOW LONG IS A CAREER BREAK?

The minimum break is 3 months and the maximum break is 1 year.

There is no limit to the number of career breaks an employee can take providing they return to local government / school employment for a minimum of 2 years between each career break.

WHO CAN APPLY FOR A CAREER BREAK?

All permanent employees with at least two years' continuous service regardless of the number of hours worked are eligible to apply for a career break.

Employees who feel that career breaks are being unreasonably withheld from them may take action under the School Grievance procedure.

WHAT HAPPENS TO THE EMPLOYEES JOB DURING A CAREER BREAK?

The Governors will give consideration to appropriate arrangements to cover the work of the employee. Decisions will inevitably depend upon the length of the career break and may include; the recruitment of a temporary employee on a full or part time basis; reallocating some of the duties; a secondment of an existing employee. Normal policies and procedures will be used as appropriate.

EXTENDING THE CAREER BREAK

If the employee wishes to extend their career break, they must do so in writing, giving a minimum of 3 months' notice. The head teacher/line manager will give consideration to the extension along the same lines as the original request and may grant up to one year in total (inclusive of the length of break already taken).

CUTTING SHORT THE CAREER BREAK

There will be no automatic right to cut short a career break but managers will consider such requests from an employee if they can be accommodated.

CONTRACTUAL ISSUES AND OTHER PRACTICAL ARRANGEMENTS

CONTRACT OF EMPLOYMENT:

The employee will be required to sign an agreement suspending all terms of their contract of employment, with the exception of continuity of service, during their career break from the school and their contract of employment will remain suspended for the duration of the protracted period of absence. The employee will return to their substantive post or to a similar post on an agreed date at the end of the career break subject to any structural changes following an organisational review. This will not constitute a break in service and general conditions of service will apply as at the start of the career break when the employee returns to work.

RATE OF PAY:

At the end of the career break the employee will return to the same incremental point they were on at the start of the career break, which may result in salary protection if the post has been downgraded in a restructure.

PENSION:

Members of either the Teachers' Pension Scheme or the Local Government Pension Scheme can choose to either pay nothing during the career break and lose membership or pay contributions to cover the full period. They will have 30 days from returning to work to decide and the cost will be based on the pay they would have received. Employees can seek further advice from Pensions Officer.

DISCIPLINARY WARNINGS:

Any live disciplinary warnings will be suspended for the duration of the career break and will be carried forward upon the employee's return to work.

SAMPLE DOCUMENTS - FLEXIBLE WORKING

REQUEST FOR FLEXIBLE WORKING

Please complete and return to your Line Manager.

Full Name	
School & Section (if appropriate)	
Dates of any previous requests	
Job Title	
Employee No	

Flexible Working Method Requested:

Reason for Request:

Date you wish to commence the Flexible Working Method:

Do you think that your request will have implications for the operation of your school/section and if so, how could these be accommodated?

I wish to apply for flexible working as outlined above.

Signed

Date

Official Use:

A Confirming Successful Request

PRIVATE AND CONFIDENTIAL

Dear <>

RE: REQUEST FOR FLEXIBLE WORKING

Further to our meeting on <> which you attended with <> I am pleased to confirm that your request has been successful and that you will therefore work on the following basis with effect from <date>

<Details of revised working arrangements>

This is a permanent arrangement.

As explained to you, you will be responsible for identifying the implications of the flexible working method for your Conditions of Service and pension rights, with support from the appropriate pension's authority.

The main changes to your terms and conditions are as follows;

<details including pay (pro rata) and annual leave>

If you require any further information, please contact _____.

If you are in agreement with the details outlined above, please sign and date the endorsement below and return one copy to the HR Transactional Team at the Civic Centre, to be retained on your personal file.

Yours sincerely

I agree and accept the details described above.

Signed

Date.....

B Trial Period

PRIVATE AND CONFIDENTIAL

Dear <>

RE: REQUEST FOR FLEXIBLE WORKING

Further to our meeting on <date> it is agreed that you will work for a trial period on the following basis with effect from <date>.

<Details of revised working arrangements>

This will be a permanent arrangement, subject to successful completion of the trial period, which will be reviewed on<date> at a meeting between <Head teacher/Line manager> and yourself. If the flexible arrangement is not considered to be operationally feasible, this will be explained to you and confirmed in writing and you will revert to your original working pattern at a mutually convenient date. If you are dissatisfied with the outcome of your request you can invoke the School's Grievance Procedure.

I understand that it has been explained to you that you are responsible for having identified the short and long term implications of the flexible working method for your Conditions of Service and pension rights, with support from the HR Advisory Service at Civic Centre, and the appropriate pensions authority.

The main changes to your terms and conditions are as follows:

<Details of revised terms and conditions: pay (pro rata), holiday entitlement, etc.>

If you require any further information, please contact <>.

If you are in agreement with the details outlined above, please sign and date the endorsement below and return one copy to the HR Transactional Team who are based at the Civic Centre, to be retained on your personal file.

Yours sincerely

I agree and accept the details described above

Signed:

Date

C Confirming Success of Trial Period

PRIVATE AND CONFIDENTIAL

Dear <>

RE: REQUEST FOR FLEXIBLE WORKING

I am writing to confirm that the trial period for your flexible working arrangements has been successful and you will work on the following basis with effect from <date>.

<Details of revised working arrangements>

This is a permanent arrangement. Your manager has explained to you that the needs of the service in the future may require employee working patterns to be reviewed and amended as necessary. Any proposed changes will be the subject of full consultation in the usual way.

My letter (Sample letter B) dated <> confirmed the main changes to your terms and conditions. Please sign and return one copy of this letter, which will be retained, on your personal file.

Yours sincerely

I agree and accept the change to my working pattern as outlined above.

Signed Date

D Agreement Not Given After Trial Period

PRIVATE AND CONFIDENTIAL

Dear <>

RE: REQUEST FOR FLEXIBLE WORKING

I refer to our meeting on <date> which you attended with <name>

Following a trial period of your flexible working arrangements from <date> to <date> it will not be possible to implement the flexible working arrangements you have requested.

The reasons for this decision have been explained to you, and are that **<specify business ground 1 – 8 (see page 11) and an explanation as to why this ground applies>**

As discussed with you, you will revert to your original working arrangements with effect from <date>.

If you are dissatisfied with this outcome you have the right to appeal. Should you wish to exercise this right, please write to me, stating the grounds on which you wish to appeal, within 14 calendar days of receipt of this letter.

Yours sincerely

E Agreement Not Given

PRIVATE AND CONFIDENTIAL

Dear <name>

RE: REQUEST FOR FLEXIBLE WORKING

I refer to our meeting on <date>which you attended with <name>

As I explained to you, it is with regret that I cannot agree to your request to work <>.

This is on the grounds of **<specify business ground 1 – 8 (see page 11) and an explanation as to why this ground applies>**

on the basis that <> and I took into consideration <>.

<If applicable: However as we discussed, I am able to support (detail any other flexible working arrangements that were considered reasonable but did not form part of the employee's original proposal)>

If you are dissatisfied with this outcome you have the right to appeal. Should you wish to exercise this right, please write to me, stating the grounds on which you wish to appeal, within 14 calendar days of receipt of this letter.

Yours sincerely

Record of document review and amendments		
Date	Amended by	Comments
September 2017	AS	Split from Special Leave Policy No actual change to content