



**NORTHAMPTONSHIRE OFFICE OF THE POLICE, FIRE AND CRIME
COMMISSIONER**

FLEXIBLE WORKING POLICY

Policy Version Control			
Version	Date	Summary of Changes	Author
V1	April 2019		Stuart McCartney
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INTRODUCTION

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

OBJECTIVES

The OPFCC's objective is to:

- implement flexible working arrangements which allow employees to be better able to balance their working life with other commitments including parental and other caring responsibilities whilst maintaining a high standard of service to OPFCC users
- make available flexible working arrangements at all levels regardless of age, sex, sexual orientation, race, religion, belief or disability, subject to operational and service needs
- promote flexible working arrangements through information and guidance for managers and all employees
- promote an agile working culture by the flexible use of office space and work locations

PRINCIPLES

The OPFCC's policy with regard to flexible working arrangements includes:

- part-time working / job share
- flexible working hours schemes
- flexible working patterns including annualised and compressed hours
- reduced Hours Scheme
- any other such arrangements that are agreed

The implementation of flexible working arrangements will be subject to both operational consideration and costs measured against their potential benefits. The practicalities of introducing flexible working may mean that it could be more difficult but not impossible to introduce such arrangements. In all cases the implementation of flexible working requires careful planning to prevent an adverse effect on organisational requirements. 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

HEAD OF PAID SERVICE

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

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 area of responsibility.

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.

STATUTORY OBLIGATIONS

Any OPFCC employee can ask for flexible working arrangements. The law also provides employees with the statutory right to request a flexible working pattern. Employees in this group must:

- be employed by the OPFCC
- have worked for 26 weeks' continuously before applying
- not have made another application to work flexibly under the right during the past 12 months

ADVICE AND SUPPORT

Please contact OPFCC HR Lead

APPENDIX 1 - PROCEDURE FOR FLEXIBLE WORKING REQUESTS

If an employee wishes to work flexibly, they should initially discuss their request with their line manager.

An application for flexible working from an eligible employee must be made in writing and:

- state that it is an application for a change to their terms and conditions of employment;
- specify the change applied for and the date on which it is proposed the change will become effective;
- explain what effect (if any) they think making the change applied for would have on their employment and how, in their opinion, any such effect might be dealt with;
- explain their relationship to the child or adult in question (if applicable to the reason for requesting flexible working arrangements);
- state whether a previous application for flexible working has been made by them to the employer and, if so, when

Following receipt of a flexible working request, the manager must arrange a meeting to discuss the request within 28 days.

During the meeting the employee has the right to be accompanied by an OPFCC work colleague.

Within 14 days of the meeting, the manager must write to the employee either:

- agreeing to the application, specifying the contract variation agreed and the start date on which it is to take effect; or
- refusing the application and stating the grounds for the refusal.

Refusals of flexible working requests will be one or more of the following grounds:

- the burden of additional costs;
- a detrimental effect on ability to meet customer demand;
- an inability to reorganise work among existing staff or recruit additional staff;
- a detrimental impact on quality or performance;
- insufficiency of work during the periods the employee proposes to work;
- planned structural changes; or
- such other grounds as may be specified in regulations made by the Secretary of State.

The letter should also explain the employee's right of appeal which must be lodged in writing within 14 days of the notice of the decision. The employee needs to set out the grounds of their appeal which will then be reviewed by the relevant Director/ Head of Paid Service.

APPENDIX 2 – 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 OPFCC. 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 work 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 MFSS

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 OPFCC. 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.

WAYS IN WHICH A JOB-SHARE REQUEST CAN BE INITIATED

A job-share can be initiated 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 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 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.

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.

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 Job-share 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.

APPENDIX 3 – TIME OFF IN LIEU (TOIL)

Subject to operational and service needs, without prejudice, the OPFCC operate a Time of In Lieu (TOIL) scheme for all employees up to PMG grades.

TOIL will generally only be accumulated for hours which are worked outside of those which form part of normal contractual and approved work patterns and with the agreement of the relevant line manager.

Staff for whom the Flexible Working Hours Scheme has been agreed will only be eligible to claim TOIL for any hours required to be worked outside of the times for which the scheme applies.

Staff who are working a standard pattern of hours will be eligible to claim TOIL for any hours required to be worked outside of normal working pattern.

Any additional hours accrued through TOIL should be taken as soon as practicable after accrual but in accordance with business needs. TOIL should not be accrued for longer term future use or to supplement annual leave entitlement.

Staff on PMG grades and above will not formally accrue TOIL but should make reasonable adjustments where practical to their working day to avoid excess hours.

Staff undertaking additional hours in the evening after a normal working day should take a further minimum break of 30 minutes (unpaid) between normal working hours and the start of the extended working period.

APPENDIX 4 – FLEXIBLE WORKING PATTERNS

There are a variety of different flexible working patterns which can be considered to reflect both the needs of the employee and the needs of the service area.

ANNUALISED HOURS

This method of working is more suited to a service area where seasonal variations have an impact on workload.

Annualised hours working involves an employee working a set number of hours over the year rather than per week. Normally a period of regular hours forms the core of the arrangement, with the remaining time left unallocated and used on a flexible basis to meet peaks in demand.

Weekly contracted hours will be converted to annualised hours by multiplying by 52.

Annual leave and bank holiday entitlement will be calculated and deducted from the annualised hours to give a total number of working hours over the year as illustrated in the example below:

Contracted hours should not be exceeded or underworked over the 12-month period and salary will be paid in 12 equal payments, irrespective of the number of hours worked that month.

Where employment is terminated part way through a year, by either side, the manager will calculate any over or under worked hours by multiplying 37 hours by the number of weeks worked that year and deducting the number of hours worked.

Hours owed to the employee will be paid at standard hourly rate, hours owed by the employee will be deducted based on the standard hourly rate.

Part-time employees should contact the relevant HR Adviser for further information on their annualised hours calculation.

COMPRESSED WORKING WEEKS / FORTNIGHTS

This form of flexible working follows similar principles to annualised hours in that contractual hours still have to be worked but they might be worked over a shorter time period for example 4 days per week or 9 days per fortnight. The remaining day would therefore be a non-working day and will be agreed with the line manager according to the requirements of the role, it is anticipated that this will be a fixed day but with flexibility due to service requirements.

The start and finish time in a working day should not exceed those set out in the flexible working hours. For example, if the earliest start time is defined as 7.30am then staff working compressed hours should not start before 7.30am.

Under a compressed hours arrangement, annual leave will be calculated in hours.

APPENDIX 5 – REDUCED HOURS SCHEME

In principle all employees should be considered eligible for the application of the Reduced Hours Scheme.

The OPFCC will consider requests from employees to:

- (i) voluntarily reduce their hours of work on a temporary basis with their pay adjusted accordingly
- (ii) take extended unpaid leave of absence

The reduction in hours or unpaid leave of absence will be for a specified period of time of **up to a maximum of 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 be subject to operational considerations.

At the end of the specified period, the employee will **either** return to their substantive working hours **or** submit a further application to remain on the agreed reduced hours on a permanent basis. Such a request will be considered by the manager and be subject to operational considerations.

Where a request to remain on reduced hours is approved, a new contract of employment will be issued to the employee.

Employees are only permitted one application under the Reduced Hours Scheme **in any 12-month period.**

The benefits of the Reduced Hours 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
- allowing employees to balance work with other responsibilities, such as caring
- allowing employees to use the scheme as a means of acquiring new skills or qualifications to support their personal development which will also be of benefit to the OPFCC
- allowing employees to gradually reduce their hours before choosing to retire
- allowing employees to do voluntary work
- allowing employees to use the scheme for other substantial reasons as agreed by their line manager

PROCEDURE

1. The employee should submit a written application to reduce their hours of work/take extended unpaid leave of absence under the Scheme to the appropriate manager, to include the reason(s) for the request.

2. The appropriate manager will consider the request and meet with the employee within 28 days of the written application being received **before** any decision is made to approve the request.
3. When meeting with the employee the line manager should address the following:
 - a. Discuss and agree in principle with the employee mutually suitable working hours and work patterns
 - b. Discuss and agree in principle with the employee arrangements to cover the duties of the post
 - c. Discuss and agree in principle with the employee the arrangements for reviewing the Reduced Hours arrangements
4. The manager should then give due consideration to the request and reply in writing to the employee within 14 days of the meeting to indicate their decision.
5. Where the request is agreed, details of the arrangements should be communicated to the employee in writing.
6. If the request is refused, the reasons for the refusal should be clearly communicated to the employee in writing.

ENDING THE AGREEMENT

By the Employee

If, before the end of the specified period, the employee requests a return to their substantive hours or return to work, the date of return will be mutually agreed. Please note that the agreement cannot be altered during maternity leave or absence until the employee has returned to work.

By the Employer

If operational circumstances change, for example, should a work colleague leave the OPFCC or is on long term sickness, the agreed 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.

CONDITIONS OF SERVICE COVERING THE REDUCED HOURS SCHEME

These will apply on a pro rata basis.

Public Holidays

Employees working under a Reduced Hours Scheme arrangement will receive payment for public holidays **on a** pro rata basis.