



Flexible Work Arrangements Policy 2010

Background Note for Employer: All employees with at least six months' continuous service who have responsibility for a child under the age of seventeen (from 2009) (18 if disabled – i.e. the family are in receipt of a disability allowance for the child) have a right to *request* certain flexible work arrangements in order to care for the child or dependent.

An employee is eligible to make a request if he/she is the child's parent, adopter, guardian or foster parent; the partner of one of these people; or has, or expects to have, responsibility for the upbringing of the child. See below for details of the rights for Carers from April 2007.

An application must be made before the child's seventeenth birthday (18th if the child is disabled). The requirement to make the request 14 days before the child's birthday was removed in April 2007. Only one application may be made within a 12-month period.

The variation of work arrangements which an employee has a right to apply for is limited, by legislation, to: (i) the hours the employee is required to work; (ii) the times the employee is required to work; (iii) the place where the employee is required to work, (eg a request to work from home). Employers are free to accommodate requests for other types of variation, but are not obliged to do so. Any changes agreed effectively amend the employee's contract of employment on a permanent basis, unless stipulated otherwise.

Employers are obliged to consider the requests of qualifying employees. However, they are not obliged to agree to each request, and the legislation provides the following grounds on which an employer may legitimately refuse a request for flexible work arrangements (after following the required process):

- (i) the burden of additional costs;
- (ii) detrimental effect on the employer's ability to meet customer demand;
- (iii) the employer's inability to reorganise work among other employees;
- (iv) inability to recruit additional staff;
- (v) detrimental impact on quality;
- (vi) detrimental impact on the company's performance;
- (vii) insufficient work during the employee's proposed periods of work; or
- (viii) due to planned structural changes.

Both the employer and the employee have to follow the prescribed statutory procedure for making an application for flexible work. The following flexible work

policy outlines the statutory application procedure which employers and employees are required to follow. This is followed by a number of specific conditions which employers would like to apply to the various types of flexible work arrangements, eg part-time, job-share or home-working.

In April 2007 the right to request Flexible Working was extended to employees who have a role as a Carer. The term “Carer” has been defined in the Regulations as:

An employee who looks after a dependent who:

- is married to, or the partner or civil partner of the employee; or
- is a 'near relative' of the employee;
- falls into neither category but lives at the same address as the employee.

The 'near relative' definition includes parents, parent-in-law, adult child, adopted adult child, siblings (including those who are in-laws), uncles, aunts or grandparents and step-relatives.”

There are two potential problem areas for Employers. Care is not defined in the Regulations so there are no clues as to how much care the employee has to be providing in order to qualify. There is also no guidance on the “proof” required by the employee to demonstrate to an Employer that they are in a caring role. Medical information on the dependent would be the most likely option.

The Government has issued the following Guidance:

Flexible working opportunities benefit everyone: employers, employees and their families. Many employers know that it makes good business sense to provide flexible working opportunities for their staff because they enable them to:

- *retain skilled staff and reduce recruitment costs;*
- *raise their staff morale and decrease absenteeism; and*
- *react to changing market conditions more effectively.*

For individuals, the opportunity to work flexibly can enable them to strike a better balance between their home and work responsibilities.

Some employees – parents of children under 17 (or 18 if disabled) and carers of certain adults – have a legal right to request flexible working, and their employers have a duty to consider their requests seriously. Many employers are willing to consider requests on an informal basis, but if not there is a formal procedure for both employees and employers to follow.

It is, nevertheless, also open to employees who do not have the legal right to request flexible working to ask their employer if they can do so: many employers are willing to consider such requests on an informal basis, while some may have their own established procedure for doing so.

Anyone thinking about changing his or her work pattern should speak to his or her employer as early as possible in order to explore what opportunities might be available. Bear in mind that, under the statutory procedure, the process of making a request and your employer considering it can take up to 14 weeks.

The BIS website contains much guidance on this topic and includes sample letters.

<http://www.direct.gov.uk/en/employment/employees/flexibleworking>

Employment Law Training Ltd. 2010

Model/Draft Policy Statement on Flexible Working

It is the policy of [*insert name of company or organisation*] to ensure that, as far as possible, our employees are able to combine their career and family responsibilities. We recognise that parenthood brings additional responsibilities and we value the contributions of all our staff, whether or not they have child-care responsibilities. The purpose of this policy is to outline the procedure which employees who wish to apply for flexible work arrangements need to follow, and the conditions which will govern such work arrangements.

Employees with responsibility for a child under the age of seventeen (18 if disabled) and employees with care responsibility for an adult, who have been in continuous employment for at least six months [*All employees*] [*All employees with at least six months' continuous employment*] are entitled to make an application for flexible work arrangements. The [*insert name of company or organisation*] will endeavour to accommodate an employee's request made under this policy, but cannot guarantee that all requests will be granted.

1. Application procedure

1.1 Eligible employees who have responsibility for a child under the age of seventeen (18 if the child is disabled), and employees with care responsibility for an adult, have the right to request flexible working arrangements.

Employees are eligible to request flexible working arrangements if:

- On the date of the application, they have been continuously employed by us for at least six months.
- They are the child's parent, adopter, guardian or foster parent; the partner of one of these people; or have, or expect to have, responsibility for the upbringing of the child.
- They look after a dependent adult who:
 - is married to, or the partner or civil partner of the employee; or
 - is a 'near relative' of the employee;
 - falls into neither category but lives at the same address as the employee.

The 'near relative' definition includes parents, parent-in-law, adult child, adopted adult child, siblings (including those who are in-laws), uncles, aunts or grandparents and step-relatives."

- They make the application before the child's seventeenth birthday (18th birthday in the case of a disabled child).
- They have not made another application for flexible working arrangements under this policy in the previous 12 months.

1.2 A request for flexible working arrangements may only be made in order to care for the child or dependent adult concerned.

1.3 An eligible employee may apply [*only*] for the following:

- A change to his/her working hours.
- A change to the times when s/he works.
- A change to his/her place of work (for example, working from home)
- (Optional) Any change to employment terms will be considered.

1.4 An employee who wishes to make a request for flexible work arrangements must do so in writing to [*the Human Resources Department/their line manager*] [*by completing the prescribed application form*]. We will consider each request on its merits, taking into account all relevant circumstances, including the employee's personal situation and our business needs.

1.5 If we agree to the application, we will inform the employee accordingly within 28 days. The notification will specify what arrangements have been agreed and the date from which they will take effect, outlining the terms on which the revised work arrangements will take place. If, however, we feel that we would like to discuss a request further, a meeting will be arranged to take place within 28 days of receipt of the employee's request. The meeting will normally be conducted by [*a member of the Human Resources Department*]. We will notify the employee of our decision in writing within 14 days of the meeting. If,

following the meeting, we have agreed to an employee's request, we will notify the employee what arrangements have been agreed and the date on which they will take effect. The employee will also be notified of any necessary adjustments to pay and other benefits as a result of the arrangements (for example, annual leave entitlement).

- 1.6 If, following a meeting, we refuse an employee's request, the letter confirming the decision will set out the grounds for our refusal and the appeal procedure. Our grounds for refusal will be for one or more of the following:
- The burden of additional costs
 - The detrimental effect on our ability to meet customer demand
 - Our inability to reorganise work among other employees
 - Our inability to recruit additional staff
 - The detrimental impact on quality
 - The detrimental impact on the company's performance
 - The fact that there is insufficient work during the periods the employee proposes to work
 - Because of planned structural changes.
- 1.7 An employee wishing to appeal against our decision has a right to do so within 14 days of receipt of our decision. The appeal must be in writing (signed and dated), addressed to [*the Director of Human Resources*], setting out the grounds of appeal. If, having considered the appeal notice, we agree to an employee's request, we will notify him/her in writing, setting out the arrangements which have been agreed and the date on which they will take effect. Alternatively, we will hold an appeal meeting, which will take place within 14 days of the employee's appeal notice. We will notify the employee of our decision in writing within 14 days of the appeal meeting. If an employee's request has been allowed following the appeal meeting, our letter will specify the arrangements which have been agreed and the date from which they will take effect. If an employee's request has not been allowed following an appeal, the decision will state the grounds for our refusal and provide an explanation as to why those grounds apply.
- 1.8 An employee who makes a request for flexible work arrangements has the right to be accompanied (both at the initial meeting and at any appeal meeting) by a work colleague employed by us, or a Trade Union representative. The colleague may address the meeting(s) and confer with the employee during the meeting(s), but is not allowed to answer questions on the employee's behalf. If an employee's chosen colleague cannot attend a meeting at the suggested time, the employee may request a postponement to an alternative date within 7 days of the original meeting.
- 2. General conditions for flexible work**
- 2.1 We [*will*] [*reserve the right to*] introduce flexible work arrangement on a trial period of [*one month/three months/six months*], during which we may terminate the flexible work arrangement if we consider this necessary. We may extend the trial period [*by up to three/six more months*] if we consider this necessary. Throughout the trial period the flexible work arrangement will be periodically reviewed and at the end of the period we will confirm whether or not the employee's work arrangements will be varied on a permanent basis. If the trial

period is not successful, the employee will revert to his/her former work arrangements.

- 2.2 Where an employee's work arrangements are changed, we will adjust his/her pay and other benefits (including annual holiday and public and bank holidays) on a pro-rata basis and/or otherwise to reflect the change to work arrangements.
- 2.3 We reserve the right, upon giving a reasonable notice, to require employees who work under a flexible work arrangement, to change their normal working hours or day or place of work, on a temporary basis, in order to:
 - Attend such training and/or work related functions as we may reasonably require from time to time.
 - Where reasonable, cover another employee's or job-share arrangement party's absence due to annual leave.
 - Where reasonable, cover another employee's or job-share arrangement party's absence due to sick leave.
 - Meet our business needs from time to time.
- 2.4 We reserve the right to terminate a flexible work arrangement and to require an employee to revert of his/her former work arrangements, if we consider that an employee's performance or conduct under the arrangements are not satisfactory or that the arrangements are not proving satisfactory for business purposes.

3. Conditions for part-time work

- 3.1 In addition to the general conditions for flexible work outlined above, in respect of a part-time post, any hours worked in excess of the normal working hours for that post will be paid at the agree single time rate until full-time hours in the week have been completed. Additional hours worked in excess of the full-time hours will be paid for in accordance with contractual overtime pay arrangements for full-time employees.

4. Conditions for job-sharing

- 4.1 Job-sharing is a form of part-time working where a full-time job is divided between two or more part-time employees. A job-share arrangement allows the responsibilities, duties, hours, pay and benefits of a full-time job to be divided in a number of different ways, depending on the particular circumstances of the case. In addition to the general conditions for flexible work arrangements outlined about, the following conditions will apply to all job-sharing employees.
- 4.2 If the job-share arrangement does not entail the two parties working at the same time or on the same days, they will be required to share work-based resources and equipment such as PC, telephone, desk and filing space.
- 4.3 A job-share arrangement may require both/all parties to the arrangement to be at work at such times and for such periods as is necessary for them to carry out a proper and effective handover of work, or to attend training etc.
- 4.4 If one of the parties to a job-share arrangement ceases to participate in the arrangement or leaves the employment (for whatever reason), we will look for another job-sharer, a suitable alternative part-time position, or offer the remaining party the opportunity to carry out the role on a full-time basis.

However, if we cannot find a suitable new job-share, another part-time position or the remaining job-sharer decides not to undertake the role on a full-time basis, we reserve the right to terminate the employment of the remaining party/parties to the arrangement.

4.5 If one of the job-share parties goes on holiday or is off sick, the other party is expected to increase their hours to cover all or part of the time lost.

5. Conditions for home-working

- 5.1 Home-working is a form of flexible working whereby an employee performs some or all of his/her duties during some or all of his/her working time from his/her home. In addition to the general conditions for flexible work outlined above, a home-working employee is subject to the following conditions.
- 5.2 We may require the employee to attend our office or other specified locations as required on reasonable notice from time to time, in order to attend meetings, briefings, training courses, marketing functions, etc, which are reasonably necessary for the performance of the employee's duties.
- 5.3 We will reimburse employees' reasonable [*travelling expenses (including travel to and from our offices)*] [*telephone, fax, email and electricity/gas charges*] (subject to production of receipts, itemised bills and other evidence that we may reasonably require) which were properly and necessarily incurred by the employee in the proper performance of his/her duties.
- 5.4 Employees are required to [*adhere to company working hours*] [*work [] hours per week, but have flexibility to determine when they wish to work those hours, provided that they can be contacted during company working hours*]. Employees are required to [*complete time sheets and return them to us on a weekly basis, this could be done electronically*] [*report to their [line manager] at the start and end of their working day*].
- 5.5 Employees warrant that they are not subject to any conditions which may restrict or forbid the use of their home for work purposes and that they have obtained all necessary permissions in writing to work from home.
- 5.6 Employees are responsible for any damage to equipment or property which we provide for work purposes which goes beyond ordinary wear and tear, and to any damage to their home which may result from the installation or removal of such property.
- 5.7 Employees must provide and maintain a valid policy of insurance at all times covering company property and equipment supplied to them for home-working purposes in respect of fire, theft and damage.
- 5.8 All property which we provide to an employee for the purpose of home-working must be returned immediately to us upon request and, in any event, immediately following the termination of the employment (for whatever reason).
- 5.9 By entering into home-working arrangements, employees agree to allow authorised employees or agents of the company at all reasonable times:
 - To enter their home to install, inspect, replace, repair, maintain or service company property and equipment by prior arrangement.

- To carry out risk assessments of property and equipment and the employee's work station and to undertake any other health and safety checks or matters that may be required from time to time by prior arrangement.
- To recover company property and equipment.

5.10 Employees are responsible for the health and safety of any visitors, children or family members who may come into contact with any company property or equipment supplied for home-working. If there are any faults in the equipment, the equipment should not be used at any time until it has been inspected and any necessary repairs have been carried out by the appropriate specialists.

5.11 In addition to the employee's contractual confidentiality obligations, employees must ensure that no visitor or family member has access to any data or information belonging to or concerning the business or customers of any member of the company, and must take all steps to prevent unauthorised publication or disclosures of any such information.

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