



## **Flexible Working Policy**

# **FLEXIBLE WORKING POLICY AND PROCEDURE**

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## **FLEXIBLE WORKING POLICY**

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### **1.0 INTRODUCTION**

- 1.1 All employees have the legal right to request flexible working – not just parents or carers. Employees must have worked for the same employer for at least 26 weeks to be eligible.
- 1.2 Eligible employees can request to:
- change the number of hours they are required to work;
  - change the times they are required to work;
  - work from home or an alternative place of business of the employer (whether for all or part of the week).
- 1.3 This covers working patterns such as annualised hours, compressed hours, flexitime, home working, job-sharing, self-rostering, shift working, term-time working and part-time or reduced hours. Please refer to Appendix A for more information.
- 1.4 The Council/Governing Body has a duty to consider all requests seriously; refusal should only be for clear business reasons.
- 1.5 Legislation states that a request to undertake flexible working should be a permanent variation to contract however the Council/ Governing Body will consider temporary requests.
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### **2.0 WHO CAN APPLY**

- 2.1 The right applies to all BMBC employees, including those employed in locally managed schools, who meet the following criteria:
- have 26 weeks' continuous service with BMBC at the date of application;
  - have not made another application to work flexibly under this policy during the last 12 months.
- 2.2 Only service with Barnsley Metropolitan Borough Council will count for continuous service purposes and not previous continuous service with other Local Government bodies.
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### **3.0 SERVICE PROVISION**

- 3.1 Managers/ Headteachers are responsible for the delivery of Council Services and employee supervision; all of these aspects need to be addressed when operating flexible working arrangements.
- 3.2 Managers/ Headteachers must ensure all Council Services are resourced to a level necessary to provide a comprehensive level of service to customers. Services must not be reduced, or suffer in any way as a result of flexible working.

- 3.3 Flexible working arrangements must be governed by the demands of the service. The wishes of the individual employees should be taken into account wherever possible. As service delivery must be maintained, it may be necessary to examine some posts or groups of posts to decide if flexible working can be applied fully, partially or not at all.
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#### 4.0 **MAKING AN APPLICATION**

- 4.1 The employee must apply in writing (which includes e-mail) using the [Flexible Working: Application Form FWR1](#). The employee is required to state the following:
- that this is an application under the legal right to request flexible working;
  - whether a previous application has been made and if so when;
  - set out the change applied for, e.g. a new working pattern, and the date they wish it to become effective;
  - explain the effect that they envisage the change will have on their employer, including how it might be accommodated;
  - be signed and dated.
- 4.2 The completed form should be handed to their Line Manager/ Headteacher for consideration.
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#### 5.0 **CONSIDERING THE APPLICATION (See flow chart)**

- 5.1 *The Initial Request* - should ideally be considered by the Line Manager/ Headteacher within 28 days of an application being received. If there are any issues that need to be discussed a meeting should be held with the employee.
- 5.2 Legislation requires that a Manager/ Headteacher must ensure that the initial request including any appeal should be concluded with a three month period.
- 5.3 If FWR1 is approved by the manager then the form should be signed and sent to the Head of Service for consideration.
- 5.4 *Right to be Accompanied* - An employee is entitled to be accompanied at the meeting by a work colleague or designated Trade Union/ Professional Association Official. However, this right does not extend to family/friends or professional persons such as solicitors and barristers.
- 5.5 *Reply to employee* - It is recommended that the employee is informed of the Head of Service's/ Governing Body's decision within 10 working days of the meeting being held. The [Flexible Working: Application Form FWR1](#) provides a formal means of communicating the decision to the employee. If the request is approved by the Head of Service then the Line Manager should complete the Variation to Contract (VC02) form.

Valid grounds for rejecting a request could be:

- 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;
- planned structural changes (this can only be justified if the changes are imminent or within the approval system).
- Insufficient work for the periods the employee proposes to work

5.6 The Manager/ Headteacher is therefore expected to consider all reasonable ways of accommodating these requests.

5.7 Managers/ Headteacher must provide a reasonable explanation to the employee if an application is not supported for business reasons.

5.8 All scanned documentation should then be placed on the employee's electronic record by the Line Manager Further guidance is available in the [Employee Record Policy](#) which also includes advice on the retention of documents.

## 6.0 **WITHDRAWAL OF APPLICATION**

6.1 If the employee verbally withdraws their application they must confirm this in writing. If a request is withdrawn a further request cannot be made for 12 months from the date their written withdrawal was made.

6.2 Where the employee fails to meet their responsibilities the Council may also treat an application as withdrawn. This will apply when an employee fails more than once to attend a meeting without reasonable cause or unreasonably refuses to provide their Line Manager/ Headteacher with information the Council requires to assess whether the contract variation can be agreed to.

6.3 In both these circumstances, the Line Manager/ Headteacher must issue written confirmation to the employee stating that the application has been withdrawn.

## 7.0 **APPEAL**

7.1 If an employee is not satisfied with the decision taken with the 'Flexible Working Policy and Procedure, then they will have the right to appeal through the following appeals procedure.

An employee has a right of appeal if they feel:-

- the procedure was not properly followed
- business reasons were not sufficiently explained
- incorrect fact stated in the business reason explanation

7.2 The employee must submit a signed notice of appeal, using the [Flexible Working: Appeal Form FWR2](#), to the appropriate Service Director/ Chair of Governors within 10 working days of receiving the original response to their request.

- 7.3 The Service Director/ Chair of Governors would meet with all the relevant parties, including the Manager and Head of Service who will be required to explain their initial decision.

- 7.4 Following an appeal meeting, the written decision of the Service Director/ Chair of Governors **must** be given to the employee within 10 working days. If the Service Director/ Chair of Governors uphold the decision to reject the application for flexible working they should ensure that the reason for not approving the request is due to valid grounds for rejecting a request as detailed at point 5.5

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8.0 **WORKING TIME REGULATIONS**

- 8.1 Under the Working Time Regulations workers should not work more than an average of 48 hours per week, averaged over a 17-week period. In certain circumstances e.g. emergency and resilience plans being instigated, this can be extended to an average over 26 or 52 weeks in consultation with the employee and with the approval of the Executive Director. The 48-hour average includes in addition to the normal working week any overtime, on-call time worked, sleep-ins etc.

- 8.2 The Working Time Regulations allow workers to voluntarily opt out of working within the average 48 hour limit. Any opt out is renewable on an annual basis but can be rescinded by the Manager where there is a conflict of interest in accordance with the Council's Code of Conduct Procedure. Employees are able to cancel the 'opt-out' agreement by giving one months' notice in writing to their Line Manager/ Headteacher.

- 8.3 Managers should refer to the Councils Working Time Regulations Policy to ensure that the flexible working request is compliant.

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9.0 **HEALTH AND SAFETY**

- 9.1 Managers/ Headteachers must ensure safe working systems are in place. This will include out-of-hours emergencies (e.g. fire procedures, loss of electrical power, and failure of lifts. Leak of gas or water or serious building defects), and safe working systems (e.g. working alone, building security, use of equipment, shut down procedure and prohibited operations). In particular, risk assessment must be carried out and safety systems devised where violence or aggression towards employees is a likely occurrence.

- 9.2 Working patterns under this scheme must not compromise employees' health and safety, or that of others. Particular consideration should be given in regard to lone working, availability of adequate supervision and management taking care, with regard to new, less experienced employees, trainees and young employees to ensure their working pattern does not put them at risk in terms of their health and safety (e.g. as a consequence of lack of experience, or absence of awareness of existing or potential risks).

- 9.3 Employees should have regard to their personal safety when travelling to and from work earlier or later than normal. The Health, Safety and Emergency Resilience Unit will provide advice on these issues and should be consulted where procedures do not exist to accommodate flexible working arrangements. Details can also be found on Health and Safety Intranet Site.

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## 10.0 **PART TIME EMPLOYEES**

- 10.1 Part time employees have contractual entitlements based on a pro rata comparison with a full time employee. All requests from part time employees should be considered on the same basis as full time employees.

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## 11.0 **EQUALITY AND DIVERSITY**

- 11.1 This policy has been impact assessed by Human Resources, if on reading this policy you feel there are any equality and diversity issues, please contact your HR Business Partner who will if necessary ensure the policy is reviewed.

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## 12.0 **INCOME TAX AND NATIONAL INSURANCE CONTRIBUTIONS**

There are no tax or national insurance implications arising from this procedure.

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### **Document Control**

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Version Control	5.1

## **APPENDIX A - TYPES OF FLEXIBLE WORKING**

### **Annualised Hours**

Annualised hours is a system which the period of time within which an employee must work is defined over a period of 12 months.

In practice annualised hours uses the components of a conventional working-time contract and expresses it, not in hours per week, but at its equivalent net yearly value.

For example, employees working a conventional 37 hours per week contract, with a total of 7 weeks annual holiday and 1.6 weeks (8 days) of statutory holiday will in an average year (52.18 weeks), have a net working year of 43.58 weeks, each of 37 hours; a total of 1612.46 annual hours.

Under annualised hours, the profile of expected demands, peaks and troughs are identified, on an annual basis, the appropriate hours component established and then planned in such a way to anticipate and match that profile.

For example, a working group maybe scheduled to work, say 44 hours per week in the 'busy' periods and 30 hours in 'quieter' periods.

No overtime premium is due for hours worked in the longer weeks.

Yearly calendars are provided for employees to ensure that each individual knows precisely when, for how long they are scheduled to be at work and to accurately deduct annual leave. In this way employees are able to plan both their work and home life confidently and at long range. Similarly, the Service has a reliable schedule of its workforce availability, tailored to its precise needs.

Working Time Regulations must not be compromised in agreeing annual hours schedule.

Employee's salary will be divided into 12 equal payments, paid on a monthly basis.

There are a number of patterns of annualised working that can be agreed and a non-exhaustive list of options some of which can be combined are shown below:

#### **A. Seasonal Splits**

Seasonal splits are often utilised to maximise daylight hours. For example, working longer hours from April to September and less during October to March.

#### **B. Self Management**

In adopting this working practice, the responsibility to meet workloads is devolved to the team who agree working patterns to cover demands of the service and annual leave.

### **(Time off in lieu)**

‘Time off in Lieu Arrangements enable employees to work additional hours when the service demands it with the agreement of their Line Manager/ Headteacher. ‘Banked’ hours are then used to take additional leave at a time agreed with Management.

Time off in Lieu cannot be accrued during the bandwidth of any flexi scheme operating within the working group.

Time off in Lieu will normally accrue as flat rate irrespective of when worked unless service needs dictate otherwise and it is mutually agreed to accrue time at premium rate.

Additional hours worked must not infringe the provisions of the Working Time Regulations.

Managers/ Headteachers are responsible for ensuring that additional time worked for the purpose of ‘Time off in Lieu ’ are necessary and in the interests of the service and not worked for the sole purpose of building surplus hours.

[Any authorised Time off in Lieu](#) should be approved and agreed with the employee’s Line Manager/Headteacher.

Managers/ Headteachers should ensure that they always retain their employees’ records for the previous 24-month period for Audit purposes.

Taking of Time off in Lieu must be with the agreement of the Line Manager/ Headteacher, taking into account the needs of the service, and must not take priority over legitimate needs of other employees within the working group i.e. normal annual leave entitlement has priority.

While it is recognised that Time off in Lieu can sometimes be used to cover domestic/personal circumstances that do not themselves qualify for paid time off and notice for this may of necessity be short, normally adequate notice should be given and the Line Manager’s agreement obtained before booking leave. Except in the exceptional circumstances indicated above, such notice should be a minimum of 10 working days.

Time off in Lieu can be taken in small amounts i.e. – few hours or days off or longer periods. This may be taken in the current leave year or transferred, by agreement and subject to the needs of the service, to a future leave year (See limits below).

Careful planning is essential to ensure the needs of the service are met both during the accruing of and the taking of Time off in Lieu.

This flexibility is not intended to be a means of storing large amounts of time and would normally be subject to an upper limit of accrued time not exceeding one half of the employee’s normal entitlement to annual leave in that year and a limit of not more than 5 days of this additional time being transferred to the next leave year (pro rata for part-time employees).

## **Compressed Hours**

Compressed Hours is an arrangement whereby employees agree to work the same number of contractual hours over a shorter period of days. For example, an employee may work longer full-time hours over 4 days rather than 5.

There are a number of options that can be agreed and a non-exhaustive list of options is shown below:

### **Option 1: Contractual week: 37 hours over 4 days**

*Day 1 to 4:*

7:30 am to 17:30 pm  
Lunch: 12:30 pm to 13:15 pm  
Total Hours Worked each day = 9:15hrs

*Day 5:*

Either fixed day per week or  
Rolling day e.g.

Week 1: Monday  
Week 2: Tuesday  
Week 3: Wednesday  
Week 4: Thursday  
Week 5: Friday

### **Option 2: Contractual Week: 37 hours over 4.5 days**

*Day 1 to 4:*

8:30 am to 17:30 pm  
Lunch: 12:30 to 13:30 pm  
Total Hours worked each day = 8 hrs

*Day 5:*

8:30 am to 13:30 pm  
Total Hours worked = 5hrs

Remaining half day to either be fixed per week or rolling day as shown in option 1.

### **Option 3: Contractual Week: 30 hours over 4 days**

*Day 1 to 3:*

8:30 am to 17:00 pm  
Lunch: 12:00 to 12:45 pm  
Total Hours worked each day = 7:45

*Day 4:*

8:30 am to 16:00 pm  
Lunch 12:00 to 12:45 pm  
Total Hours worked = 6:45

Day 5: To be fixed each week or rolling day as shown in option 1.

**Compressed hours are fixed hours and cannot be used in conjunction with the Flexi, Staggered Hours or Self- Rostering Schemes. Banked Time Arrangements will apply where any additional hours are worked by agreement with management.**

**The minimum days compressed hours can be worked over are 4 days (pro rata for part time employees).**

### **Flexi Hours Scheme**

The Flexi Hours Scheme allows employees to work outside the constraints of “standard office” hours in order to respond quickly and efficiently to service needs and allows employees flexibility and discretion over their working hours within boundaries of an agreed bandwidth and Core Service Opening Hours. They have the ability to accrue a defined amount of credit or debit of working hours and to take flexi-leave with the prior approval of their Manager.

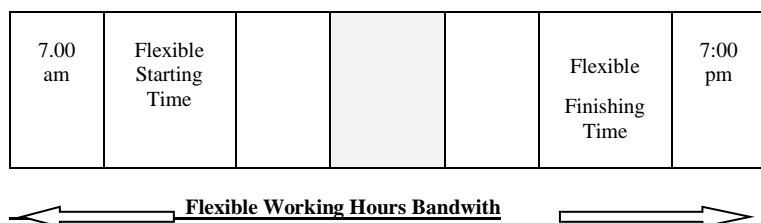
Part-time employees should be allowed to accrue flexi time pro rata and take the equivalent flexi leave to full-time employees i.e. equivalent of one of their normal working days.

Wherever possible electronic time recording facilities should be utilised. Template flexi sheets and guidance on how to amend the sheet to reflect an employee’s individual working pattern can be found on the Manager and Employee Hubs’. However, if it is not possible for employees to record their working time in this way, a paper record of the spread sheet must be used.

Whichever system of time recording is used, Managers should ensure that employees signed time recording records are accessible and are submitted for approval at the end of each accounting period. They should be retained for a 24 month period for Audit purposes.

Variations to bandwidth should only be made following consultations with the employees and their representatives.

The scheme operates on the following basis:-



The bandwidth means the earliest possible start time and latest possible finish time, which may be agreed with Managers to work. Bandwidths will normally be from 7.00 am until 7.00 pm Monday to Friday, where standard hours are worked. Service Directors, however, will have the discretion to vary the length of bandwidths within their

particular service area(s) by agreement, where this is essential to meet operational/service delivery requirements.

Where weekend and evening working is a feature of the service it may be appropriate to determine new bandwidths appropriate to the service. In all other circumstances where the scheme is appropriate, the corporate standard **must** apply.

There will be no “Core Hours”. This will be replaced with “Core Service Opening Times” which will be adequately staffed as “Open for Business” to provide a sufficient service to customers both internal and external. The Corporate Standard Service opening hours will be:

Monday – Thursday	8.30 am – 5.00 pm
Friday	8.30 am – 4.30 pm

In all other circumstances, the corporate standard core service opening hours **must** apply. In order to meet essential operational/service delivery requirements, Service Directors will have the discretion to vary Core Service Opening Times within their particular service area(s) by agreement following consultations with the employees and their representatives.

[Appendix D](#) provides further information on the Flexi Hours Scheme.

## **Homeworking**

Homeworking is defined as permitting employees to carry out a proportion or all of their duties in their own home either on an ad hoc, temporary or permanent basis.

Homeworking is voluntary and the Council has identified three categories of homeworking; Occasional, Full time Contractual and Part Time Contractual Homeworking

### **Occasional Homeworking**

Occasional Homeworking is where employees are office based, but who choose to work on an ad hoc basis at home, with Management agreement. The key features of occasional Homeworking are:

- A written application to work at home is not required, unless Barnsley MBC provide home based equipment or connections, however, each occasion must be agreed by Management.
- There is no change in designated location i.e. office based and no change of contract is required.
- Employees are accounted for in the desk/space allocation for the working group.
- ICT Support is arranged for designated location i.e. office based working.
- It will not be necessary to set aside an area of the employee’s home for Homeworking.
- A written Risk Assessment must be carried out in accordance with the

[\*\*Homeworking Health and Safety Code of Practice.\*\*](#)

- There is no allowance for any additional expenses arising from Homeworking i.e. cost of heating etc.
- Employees do not have to work at home and can stop at any time.

### **Full Time Contractual Homeworking**

Full Time Contractual Homeworking is where employees operate from a homebased workspace with agreement of Management. For example a full time Contractual Homeworker who are employed for 37 hours per week will be based at home permanently and may occasionally work at a Barnsley Council Office/site,

They are provided with the equipment, connections and ICT support they require to work from home. The key features of Contractual Homeworking are:

- A written application must be made. Flexible working Application Form (FWR1) can be used for this purpose.
- Employees are issued with a revised contract of employment on a permanent basis.
- Home becomes the employee's official location, although where required a designated team base will be provided i.e. for team meetings etc.
- Employees are not accounted for in the desk/space allocation for the working group.
- ICT support is provided specifically for home based working.
- Homeworking equipment and connections are provided and paid for by the Council. All equipment and connections necessary for the employee to effectively undertake their work from home will be provided and paid for by the Council.
- Employees must have a working area set up in their home.
- A written risk assessment of premises for Homeworking is required prior to commencement.
- There is no allowance for any additional household expenses arising from Homeworking i.e. heating costs etc.
- Homeworking is voluntary.
- The Council will pay for reconnection in respect of one home removal.

Further information on the protocol to follow when an employee works from home can be found in [Appendix C](#) Homeworking Guidance.

### **Part Time Contractual Homeworking**

Part Time Contractual Homeworking is where employees operate from a home based workspace station for an agreed period of time or an agreed number of hours/days per week. For example a Part Time Contractual Homeworker may be contracted to work one day per week from home and four days based with the Office.

It is manager's/ Headteacher discretion as to what equipment if any is provided to the Part Time Contractual Homeworker when working from home.

## **Job share**

Job sharing shall be defined as the situation where two employees voluntarily share the duties and responsibilities of one full-time job. An individual job sharer shall not be employed for less than 16 hours every week. A post can only be shared by two persons.

All jobs should be considered suitable for job sharing. There will be posts, however, which are unsuitable for job sharing. The Service Director of Business Improvement, Human Resources and Communications together with the appropriate Service Director are empowered to agree those posts unsuitable for job sharing.

In particular, the suitability of a post for job sharing will be dependent upon:-

- the operational requirements of the Business Unit in which the particular post is located; and
- whether or not it is feasible to split the duties of the post without adversely affecting efficiency or effectiveness.

The remuneration and other benefits are shared between the two post holders on a pro rata basis, and where necessary, a degree of overlap may be built into the work periods in order to facilitate effective liaison and communication.

Job share arrangements should not divide a job into separate groups of tasks. The purpose of job sharing is for two post holders to each carry out the full range of duties and responsibilities of that post during their individual working times.

The working arrangements and responsibilities for a particular job shall be determined by the Service Director/ Headteacher concerned, in consultation with job sharers, including any variations in such working arrangements and responsibilities that may be required to be made from time to time.

Management need to ensure that other posts having a working relationship with a job share post do not incur any increase in responsibility of either a supervisory or co-ordinating nature which would result in a regrading. Where one partner may be absent from work for any reason, there is no contractual right of Management to expect the other partner to cover. Where the partner has been informally approached and agreed to cover for an absent colleague, if the individual's time is over and above 37 hours, the extra time should be paid at appropriate enhanced rates (time off in lieu may be granted where appropriate).

If the hours are merely exchanged, then there would be no salary adjustment necessary. These arrangements must be agreed in advance with the Manager/ Headteacher.

**Appendix B** Job Share Guidance provides further information on setting up a job share post.

## **Self-Rostering**

Self-Rostering is suitable for employees who work round the clock shift patterns, or for extending the “9 to 5” day. It can also become a trigger for adding an early morning or early evening component to an existing service.

Conventional rostering represents a job as something that is done between the same fixed times each day, with staffing patterns decided by the Manager.

Self-Rostering is a “self-managed” approach to scheduling work, giving employees control over their working patterns. The philosophy underpinning self-rostering involves agreeing the staffing levels and skill mix required at any time in the day, then giving employees the ability to schedule their working day collectively to meet those requirements.

Self-Rostering programmes can enable employees to “bank hours” worked over or under contractual hours. Hours can then be taken back or extra hours borrowed as dictated by the personal circumstances of employees.

## **Setting Parameters**

The minimum and maximum levels of employees required on an hourly basis for the Core Service Opening Hours for a particular service are determined in advance.

Where the number of employees of a particular skill or grade falls below the minimum levels required to cover shifts, the choice of working hours will be restricted.

Minimum and maximum service levels will be subject to review and where appropriate revised.

Self-Rostering works most effectively in larger mixed teams where the desires for different working times are balanced out; some employees preferring morning shifts others preferring shorter more frequent shifts and so on.

## **Rostering System**

Individual working hours will be agreed in advance (usually 3 weeks) via a “Self-Rostering system”. Each employee will have a copy of the roster for his or her team.

All employees will have an opportunity to indicate their preferred working pattern via individual completion of the roster, giving due consideration to other members of the team in sharing access to particularly popular or unpopular shift working patterns.

Where possible employee preferences will be accommodated, however, coverage to meet service demand must be achieved, and the minimum level of service will be indicated on the roster.

Managers will have responsibility for reviewing completed rosters, and employees will be required to amend their indicated working patterns where minimum service levels have not been met.

## **Accrued Time**

Employees may accrue time over and above their standard contractual hours within the agreed limits (see below). To remain within the agreed limits, employees may accrue up to 22 minutes per day (at their own discretion). For example:

Employee rostered to work 4 hours - 9:00 am to 1:00 pm and arrives at 8:45 am. 15 minutes is added to the individual's accrued time sheet.

Accrued time will be recorded and authorised for each individual and can be paid back at a later agreed time to suit the individual and the needs of the service. The [Self-Rostering – Accrued Time Sheet](#) refers.

Individuals may accrue a maximum of 7 hours 24 minutes (pro rata for part-time employees) within each 4-week accounting period. Accrued time must be taken within the 4-week accounting period in which it is earned. However, should service demand or other circumstances preclude this, and then with agreement, accrued time can be taken forward for one additional accounting period only.

Employees may combine short spells of accrued time to be redeemed in a block. However, taking of accrued time must be agreed in advance with their Line Manager and taken at a time which does not adversely impact on minimum service levels.

## **Shift Working**

Shift Working is where employees undertake the same duties for different periods within the working day or night. Shift work is generally determined by the needs of the service.

There are a number of systems of shift working that can be agreed and a non-exhaustive list of options some of which can be combined are shown below:

### **1 Continental Shift System**

Patterns of working time in which all types of shift are worked within each block of shifts. For example, in continuous systems where three (8 hour) shifts are worked, and shifts are worked in blocks of six, each block comprising two morning, two afternoon and two night shifts.

### **2. Continuous Shift Work**

Patterns of working time that provide 24 hours cover a day, for 186 hours (7 days) a week, throughout the shift cycle.

### **3. Early/Morning Shift**

A morning shift is usually worked 6.00 am – 2.00 pm.

### **4. Afternoon/Late**

An afternoon shift is usually worked from 2.00 pm – 10.00pm

## 5. Night Shift

Night shifts are typically worked from 10.00 pm – 6.00 am.

## 6. Weekend Shift

Shifts are worked from Friday – Sunday either days, afternoons, or nights **Staggered Hours**

Staggered Hours is where, start and finish times for employees vary to allow appropriate coverage and to take account of individual personal circumstances.

Staggered Hours form part of an agreed and regular timetable and are not varied from day-to-day without advance notice.

The timetable should cover a minimum period of 3 months and ideally be agreed for a period of 12 months.

Requests for variations to the agreed timetable should be made giving at least 1 months' notice either side.

There are a number of options that can be agreed and an example timetable of a group of 4 employees working in a team, based on contractual hours of 37 per week is shown below:

### Employee 1:

Mon – Thurs 8:15 am to 16:45 pm  
Lunch 12:00 to 13:00 pm

Friday 8:15 am to 16:15 pm  
Lunch 12:00 to 13:00 pm

### Employee 2:

Mon – Thurs 8:30 am to 16:30 pm  
13:00 to 13:30 pm

Friday 8:30 am to 16:00 pm  
14:00 to 13:30 pm

### Employee 3:

Mon – Thurs 8:45 am to 17:15 pm  
13:00 to 14:00 pm

Friday 8:45 am to 16:45 pm  
Lunch 13:00 to 14:00 pm

### Employee 4:

Mon – Thurs 9:00 am to 17:00 pm

Lunch 12:30 to 13:00 pm

Friday            9:00 am to 16:30 pm  
Lunch 12:30 to 13:00 pm

### **Term Time Only Working**

Term Time only Working involves working during school term time only. Absence during the school holiday period will be covered by a combination of annual leave, public holidays and unpaid leave. Employees cannot take paid annual leave during school term time unless agreed by the Manager/ Headteacher, subject to Service needs Employees will need to discuss with their Manager/ Headteacher and agree revised working arrangements well in advance of the start date and provide dates of the school terms each school year.

Term Time Only usually consists of working 37 hours per week (pro rata for part-timers), 38 weeks of the year (190 days). Subject to any variation in the duration of the academic year.

Employees who work term time only are paid on a monthly basis, which includes payment for pro rata and public holidays. Term Time only usually consists of working 38 weeks (190 days per year).

The formula used to calculate salary and annual leave/bank holiday entitlement is:

Full Time Salary x Contracted Weeks /52

### **Example calculation**

An employee on Grade 5 working 38 weeks per year with under five years' service

£21,589 X 42.97\* /52= £17,840

\*calculation includes payment for annual leave and statutory leave

### **Voluntary Reduction in working hours**

All employees have the right to request a voluntary reduction in their working hours on a permanent basis however the Manager/ Headteacher may agree temporary reduction in hours depending on personal circumstances and taking account of service needs e.g. employees requesting a temporary reduction following a period of sickness absence.

If a change is agreed, it will be for either a

- Permanent variation of contract. The employee will have no automatic right to revert back to their former arrangements;
- Temporary variation of contract. The employee will be able to temporarily adjust their working arrangements and after the agreed period revert back to their substantive arrangements.

The status of the change must be agreed and confirmed at the outset.

The agreement to a reduction in working hours will be dependent upon the following factors:

- The operational requirements of the Directorate/Department in which the particular post is located.
- The feasibility of the reduction in working hours, either permanently or temporarily, without adversely affecting efficiency and effectiveness.
- That any future requests to increase contracted hours would be considered having regard to the needs of the service.
- That other posts having a working relationship with the employee do not incur any increase in responsibility of either a supervisory or co-ordinating nature, which could result in a regarding.

## **APPENDIX B - JOB SHARE GUIDANCE**

### **1.0 WORKING PATTERNS**

Job sharing posts will generally be split into 'half time' positions e.g. 2 x 18.5 hours per week for 37 hour posts.

It is recognised that some existing jobs do not have a Monday to Friday working arrangement but this will not preclude them to job share. The principles detailed in Appendix A must be adhered to at all times.

Normally the split will be on a 50/50 basis; however, subject to agreement by Management, the partners may agree a different arrangement. Upon either partner leaving, in the first instance, the remaining job sharer will be offered the post on a full time basis. If they do not wish to increase their hours, then the post will be advertised.

There are no set rules regarding working patterns for job sharers. However, the following examples are most commonly used:-

- (i) **Split Day** – one sharer working in the morning, the other in the afternoon.
- (ii) **Weekly Basis** – each job sharer works 2.5 days per week.
- (iii) **Alternating Days** – both sharers work on a one on/one day off basis rotating over a fortnight.
- (iv) **Alternating Weeks** – both sharers work on a one week on/one week off basis.

Please note that options (iii) and (iv) do not lend themselves to face to face hand-over requirements.

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### **2.0 SETTING UP A JOB SHARE POST**

Job share posts can be set up in the following ways:-

- (i) One candidate can be appointed to a vacant post on a job share basis, and the remaining hours of the post would then be advertised.
  - (ii) Two separate candidates can be appointed to a vacant post on a job share basis.
  - (iii) An existing post holder can opt to job share and the remaining hours of the post would then be advertised.
  - (iv) Two existing post holders in the same or similar jobs can make a request to occupy one post only.
-

## **ARRANGING A JOB SHARE**

### **Vacancy Advertising**

- (i) All vacancies shall be advertised as suitable for job sharing (except where an Service Director/ Headteacher has demonstrated that a particular post is unsuitable for job sharing, as determined by the principles outlined in section 4).
- (ii) The appropriate statements to be included in advertisements for these posts, and in situations where one sharer of an already job shared post subsequently leaves, are as follows:-
 

“This post is open to job share.”

or

“This vacancy is a job sharing position.”  
*whichever is appropriate.*
- (iii) Recruitment procedures involving prospective job sharer(s) should be as for any full-time post. If the most suitable candidate(s) is/are among the intending job sharer(s), the duties and share arrangements of the post should be clarified with the applicant(s) before job offer(s) are made and contract(s) formed.

### **Requests from Existing Employees**

An existing employee wishing to job share his/her post should submit a formal request to his/her Manager/ Headteacher.

Whilst desirable, it is not necessary for the individual to have another person to share the job with. Management will discuss the matter with the individual concerned to confirm the arrangements for sharing his/her post. If the post is considered unsuitable for job sharing, Management should inform the post holder of this decision as soon as possible and, in any event, within 28 days.

All joint requests for job sharing will be considered on the basis that:-

- both applicants are considered suitable to job share the post;
- both applicants in question are on the same grade;
- where one applicant is graded below that of the post in question, then that part of the proposed job share arrangement must be advertised internally within the Council.

Where approval is given, the part of the post to be filled by another job sharer will be advertised to attract a partner in accordance with normal recruitment and selection procedures. Job share arrangements will not commence until the date a partner commences employment.

Any existing employee making a voluntary application for a job share arrangement will not be entitled to any redundancy or any other compensation payment arising out of the variation of the contract of employment.

**PROCEDURE WHEN A JOB SHARER LEAVES**

If a job share partner leaves, in the first instance, the remaining job sharer will be offered the post on a full time basis. If they do not wish to increase their hours, then the post will be advertised. If no job share partner is appointed the manager must contact their Human Resources Business Partner for further advice.

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## **APPENDIX C - HOMEWORKING GUIDANCE**

### **1.0 METHODS OF WORKING**

- 1.1 The nature of the work will determine how the duties and responsibilities are undertaken in the Homeworking arrangement. The Homeworking arrangement should be reviewed annually to ensure that the needs of the service and service users are being met. The employee and Line Manager/ Headteacher should discuss any benefits or drawbacks to the arrangements and, if necessary, discuss any adjustments.
- 1.2 Agreement will be reached in respect of working patterns including core service hours in order to allow for appropriate contact to be maintained.
- 1.3 The hours worked must meet legislative requirements.
- 1.4 Employees following any of the flexible working time options i.e. flexi hours scheme must complete the appropriate time recording sheets in accordance with that particular scheme. If an employee is absent due to sickness then the normal absence reporting procedures apply.
- 1.5 Abuse of the scheme, for example not working in accordance with the agreed hours/objectives, could result in action being taken in accordance with the Council's [Disciplinary Procedure](#).
- 

### **2.0 INSURANCE**

- 2.1 Employees working from home are covered for personal accident insurance in the same way as their office based colleagues. Public/Employer's liability still operates provided that the employee is working within his/her duties/job requirements.
- 2.2 Equipment provided by the Council will be insured whilst at an employee's home **subject to this being notified to the Council's Insurance Section**. It will also be covered whilst in transit between office and home, subject to it not being left in an unattended vehicle.
- 2.3 Employees need to check with their insurance on home and contents to ensure it is not invalidated through working from home.
- 2.4 If employees use their own equipment for Council work then their own insurance should specifically cover this
- 

### **3.0 DATA PROTECTION/ SECURITY AND CONFIDENTIALITY**

- 3.1 Employees working from home must ensure that the Council's assets i.e. documents, equipment and data are protected. The provisions of the General Data Protection Regulation and the Data Protection Act apply wherever work is carried out. This means that all six principles of the legislation apply, but the key issues are security and confidentiality.
- 3.2 Equipment must be password protected and not left unattended.

- 3.3 Confidential documents must be stored in locked cabinets/draws.
- 3.4 The minimum acceptable standards of physical security within an employee's home set out below must be adhered to:
- **Main Entrance Door** must be secured by a 5-lever mortise deadlock that can be locked by a key from both inside and outside (including key operated multi-point locking systems).
  - **Other Doors** (including access from integral garages) must be secured by any lock, which can be locked by a key from both the inside and outside (including key operated multi-point locking systems), or key operated security bolts fitted at the top and bottom.
  - **Sliding Doors** must be secured by any lock, which can be locked by a key from both the inside and outside, or key operated security bolts (fitted at the top and bottom), or an anti-lift device plus one key operated patio door lock.
  - **Double Doors** (French windows or windows) must be secured by two operated security bolts operating vertically (fitted at the top and bottom).
  - **Windows and Skylights**, which open and are accessible from the ground without use of a ladder or from adjoining roofs, porches or down pipes must be secured by key, operated window-locking devices (including key operated multi-point locking systems).
- Employees must **not** arrange meetings with other employees of the Council or external clients at their home.
- 3.5 Back-up disks should be kept for information stored on laptops.
- 3.6 Where employees use a laptop (or other equipment) not specifically assigned to them, a log of use away from the office should be maintained with the equipment signed in and out.
- 3.7 Employees using their own equipment on BMBC business should ensure that regular back ups are taken as it is unlikely that an employee's own insurance will cover any loss of data.
- 3.8 All paper waste must be returned to a Council office location for disposal and confidential shredding, if appropriate. Employees must never put unwanted paper into household waste or in household recycling bins.
- 3.9
- 3.10 It is a condition for both Occasional and Contractual Homeworkers that agreement is given by the employees to allow reasonable access to their home for risk assessments, security, auditing and/or to set up and service BMBC equipment.
- 

#### **TELEPHONE EXPENSES/ INTERNET CONNECTION/ INCOME TAX AND NATIONAL INSURANCE IMPLICATIONS**

- 4.0
- 4.1 For both Occasional and Contractual Homeworkers the cost of business telephone calls from a private line will be reimbursed subject to the provision of an itemised bill. Employees should complete an expenses claim form.
- 4.2 **Full Time Contractual Homeworkers only** will be reimbursed for the quarterly rental charges and any special payments for emergency maintenance of the line. The amount

reimbursed is subject to tax and national insurance contributions. The tax and national insurance contributions due will be deducted from the employee's salary as appropriate.

- 4.3 In respect of **Contractual Homeworkers only**, Directors have the discretion to authorise installation of a dedicated business telephone line in the employee's home. In this case the subscriber must be Barnsley MBC and listed as such under any telephone directory. If it can be demonstrated that the cost of such a line are exclusively for business purposes then there will be no income tax or national insurance implications arising as a result of the costs of installation being borne by the Council, subject to Inland revenue agreement.
- 4.4 For both Occasional and Contractual Homeworkers there are no tax or national insurance implications for the Council or employees in the provision (by the Council) of mobile phones. Private use must be fully itemised and paid for by the employee.
- 4.5 Any private calls made on a business line or Council owned mobile phone must be recorded and paid for in accordance with Council procedures.
- 4.6 Where the Council pays for Internet connection to the employee's home for work purposes, the Inland Revenue accept that the costs of connection are exempt from tax. Employees must not use the connection for private use and if found to be doing so will be liable for tax and national insurance deductions from their salary.

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5.0 **CAR MILEAGE CLAIMS**

5.1 **Occasional Homeworkers:**

Any travel between home and the normal place of work is identified as 'normal commuting' and as such any mileage incurred cannot be claimed under the Council's car allowance scheme.

5.2 **Contractual Homeworkers:**

Any travel between home and the employee's designated team base is identified as 'normal commuting' and as such any mileage incurred cannot be claimed under the Council's car allowance scheme. However, employees must ensure that such use is covered by their motor insurance.

Any travel from home to a temporary workplace, for example, to visit a Housing Benefit claimant at home or other Council premises (not designated as an employee's team base) or partner premises, can be claimed in accordance with the Council's car allowance scheme.

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6.0 **ADDITIONAL EXPENSES INCURRED**

- 6.1 There will be **no** reimbursement for any additional expenses incurred i.e. heating and lighting as a result of Homeworking whether occasional or contractual.
-

## 7.0 **PERFORMANCE MANAGEMENT**

- 7.1 Managers/ Headteachers will need to review performance management arrangements operating within teams in the light of Homeworking i.e. methods of communicating, team meetings, one-to-ones, organising workloads, supervision, motivation etc.
  - 7.2 Managers/ Headteachers should pay particular attention to ensuring that employees continue to be motivated, are supported and receive the same opportunities as other non-Homeworking team members in respect of training and development. Agreement needs to be reached about frequency and timing of regular communications to discuss targets, goals and objectives.
  - 7.3 Managers are responsible for ensuring that employee's progress whilst working at home is monitored and that any problems that arise are addressed in a timely, fair and consistent manner.
  - 7.4 The key to making Homeworking succeed is to accept that visible presence is often a poor guide to a person's productivity. Output can be measured wherever a person is located and if trust is lacking then this is a problem wherever the employee is working.
- 

## 8.0 **SETTING UP A HOME OFFICE**

- 8.1 Contractual Homeworking will require the setting up of a designated workspace in the home whether this is a separate room or space within another room. The space identified will require a risk assessment in accordance with the [Homeworking Health and Safety Code of Practice](#).
  - 8.2 Occasional Homeworking does not require the setting up of a designated workspace, however, the Homeworking Health and Safety Code of Practice still applies.
  - 8.3 Employees must check their rental and mortgage agreements to ensure that they permit working from home. A room used purely for work purposes may also have implications for capital gains on sale of the home and employees are advised to verify the position with the Inland Revenue.
-

## 9.0 **HOMEWORKING EQUIPMENT FOR CONTRACTUAL HOMEWORKERS**

9.1 The standard Full Time Contractual Homeworkers' package will consist of:

- Telephone line either use of own private line with reimbursement or installation of a business line as detailed in point 11.
- Access to BMBC systems.
- BMBC standard PC, with modem or lap top.
- Standard printer.
- BMBC standard applications.
- Workstation and chair purchased and supplied through BMBC.

9.2

S316 Income Tax (Earnings and Pensions) Act 2003 provides an exemption from tax that allows an employer to provide equipment to an employee for the sole purpose of allowing the employee to perform the duties of their employment. This means that where the Council provides an employee with equipment to work from home there will be no tax or national insurance charge as long as the equipment is used purely for business purposes.

9.3 Stationery and small office equipment i.e. staplers are provided via normal stationery ordering and are to be used for work purposes.

All equipment is on loan and must be returned if the Homeworking arrangement ceases.

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## 10.0 **DELIVERY AND COLLECTION OF POST**

10.1 All Homeworkers' business post is to be sent to a Council site, where it is opened and date stamped ready for collection. To safeguard home addresses, official mail should not be redirected to a home address. Any mail that must be forwarded to a home address should be put in a new envelope for mailing.

10.2 Occasional and part time Homeworkers must bring any post to be despatched back to the office for mailing.

10.3 Full time Contractual Homeworkers will be provided with postage stamps by their services to allow for post to be sent via normal mail.

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## 11.0 **PRINTING AND REPROGRAPHICS**

11.1 All Homeworkers will have access to use BMBC print and reprographics facilities using the relevant code.

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## 12.0 **MANAGEMENT ARRANGEMENTS**

12.1 The management of Homeworking whilst not significantly different to managing employees in an office location, requires a number of issues to be considered:

- The need for a Homeworking Risk Assessment.
  - Regular reviews of safe working practices.
  - Regular reviews of work flow output.
  - Effective performance management arrangements, including regular one-to-one reviews and appraisals.
  - Ensuring personal development plans take into account the needs of Homeworkers.
  - Having appropriate measures for notifying absence and illness.
  - Maintaining a dialogue with Homeworkers.
  - Ensuring that team communications recognise the differing needs of Homeworkers.
  - Respecting personal privacy, particularly during non-working times and days.
  - Agree emergency protocols (if needed) in advance.
  - Whilst Homeworkers explicitly agree to Management visits for risk assessments and security audits, these should be conducted with dignity and respecting the privacy of the Homeworker and other members of the household.
- 

### 13.0 **HOMEWORKING CHECKLIST**

- 13.1 A Homeworking Checklist is available to ensure all aspects have been considered. Included is a standard letter to be used by employees for their home insurers and landlord/ mortgage lenders.

## APPENDIX D – Flexi Hours Scheme Guidance

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1.0

### MINIMUM HOURS

1.1 A minimum of 4 hours must be worked in order for it to be classed as a working day (pro rata for part-time employees). If employees work less than 2 hours within one working day, then flexi leave taken will constitute 1-day entitlement for that accounting period. If an employee works more than 2 hours but less than 4 hours within one working day, then flexi leave taken will constitute ½ day entitlement for that accounting period.

1.2 The Flexi Hours Scheme allows employees to leave and return to work throughout the day. If necessary employees may utilise this in order to support their work-life balance. The scheme helps employees with family or domestic responsibilities with the option of returning to work.

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2.0

### ACCOUNTING PERIOD

2.1 The Flexi Hours Scheme works on a 4-week cycle. At the end of the accounting period, employees must have worked their contracted hours to within **15 hours credit** or **10 hours debit** (pro rata for part-time employees).

---

3.0

### TAKING/BANKING FLEXI CREDITS

3.1 Employees may take a maximum of **1 full day or 2 half days** flexible leave per accounting period. This can be taken as ½ day i.e. 3 hours 42 minutes or a full day i.e. 7 hours 24 minutes.

3.2 Part-time employees are entitled to the same amount of leave, for example; 1 of their working days or 2 half working days according to their working pattern.

3.3 Alternatively, in any one accounting period, employees may “bank” either ½ day or 1 day flexi accrued leave and record this on Fiori under the Banked Flexi Time tile to take under the normal annual leave procedure. Employees can take up to a **maximum of 5 days** in any one leave year (1st April - 31st March) with the agreement of their Manager.

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## **4.0 ABSENCES WHICH ARE CREDITED AND THOSE WHICH ARE NOT**

### **4.1 Annual Leave/Bank Holidays**

Credit will be given for a standard day (or part thereof) in accordance with the contracted hours of work i.e. 7.24 full standard day, 3.42 half standard day.

### **4.2 Leave for Other Reasons**

Approved leave for other reasons with pay or without pay, for example; compassionate or bereavement leave, School Governing Bodies, election duties; will be credited as a normal full or half day. Requests for time off must be agreed by the employee's Manager under the Council's existing procedures.

### **4.3 Training**

Time off within the Bandwidth will be credited, for example: for post entry training, short course, seminars, briefings and conferences etc.

For a full day course, employees will be credited with their actual time absent up to a maximum of their contractual daily hours e.g. 7 hours and 24 minutes for full time employees. For a part time course, employees will raise credit for actual time at work plus time absent up to an employee's daily contractual hours e.g. 7 hours 24 minutes for full time employees but not beyond the end of the normal Core Service Opening times (e.g. 5.00pm).

Normal rules for rest breaks apply i.e. a minimum of 30 minutes after 6 hours (4.5 hours for employees under 18 years of age).

No credits will be given for attendance outside the normal Core Service Opening Times.

### **4.4 Sickness**

Sickness will be credited for the actual time of absence up to contractual daily hours e.g. 7.24 minutes for full time employees

### **4.5 Medical Appointments.**

Employees are expected to arrange dental, optical (apart from Health and Safety vision screening), doctor and donation i.e. blood (other than where surgery is required) appointments during their own time. In the case of hospital appointments, credit will be given for the first consultant appointment; any subsequent appointments must be made during their own time. However, credit will be given for antenatal appointments, and for ongoing treatment for conditions covered by the Equality Act 2010 i.e. dialysis, chemotherapy, radiotherapy. Confirmation of appointment will be required in all cases and employees must complete a DL1 form in accordance with the [Disability and Impairment Related Leave Policy](#). Advice should be sought from Human Resources in respect of conditions covered by the Equality Act 2010.

#### 4.6 Inclement Weather and Disruption to Public Transport

No credit adjustments are allowed for inclement weather and public transport; actual times should be recorded.

#### 4.7 Christmas, Seasonal and Religious Festivals

Employees will be credited with the hours they work, which must be agreed with their Manager, prior to taking time off.

The amount of flexible leave available will not be relaxed over the Christmas or any other religious festival periods. Employees will not receive any credit when attending Directorates'/Departments' Christmas lunches. The maximum flexi leave of 1 full day or two half days per accounting period will apply and the maximum/ minimum 15 hours credit and 10 hours debit will also apply.

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### 5.0 Balances

#### 5.1 Employees transferring to alternative posts within the Council

Where employees are moving posts within the Council, they will be allowed to carry their credit or debit hours with them to their new role. This is providing that the Flexi Hours Scheme is applied to their new role. If flexible working is not available in the new post credit flexi hours can be taken as leave before commencement of new post. (If in the interests of service leave is not possible, then credit hours should be paid). Any debit hours should be deducted from pay or leave.

#### 5.2 Employees Leaving the Council

When an employee is leaving the Council they must where possible ensure that a nil balance is recorded. In exceptional circumstances however, where the employee is unable to take or the manager is unable to approve the taking of all or part of the flexi credit, a payment in lieu of untaken flexi may be paid.

In circumstances where an employee is unable to eliminate debit hours the debit hours will be deducted from their final salary with agreement from the employee.

#### 5.3 Debit Balance - Over Maximum

At the end of the accounting period, if an employee's debit balance is over their maximum 10 debit hours, Managers should meet with the employee to ascertain the reason.

There are two remedies available to Managers to reduce or eliminate genuine excess debit hours. These are to off-set the debit by absorbing annual leave or, **deduction of excess hours from pay; this option should be done by agreement with the employee if possible, but in any event the employee must be notified, in writing, of the amount to be deducted.**

## 5.4 Credit Balance – Over Maximum

Any credit over the employee's maximum 15 hours at the end of the accounting period is lost.

In **exceptional** circumstances, however, where an employee has accumulated credit hours in excess of the 15 hours, and is prevented from taking such flexitime because either at management's request e.g. Directorate/Department employee issues or due to the employee's own sickness. In these cases an employee may, at the discretion of the Manager, carry forward an additional credit, subject to a further 10 hours maximum (i.e. 25 hours total) for 1 accounting period only. Under these circumstances, an employee will also have the right to take a maximum of 2 days flexi leave within the subsequent accounting period.

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## 6.0

### **HOW TO RECORD WORKING TIME**

6.1 Employees must personally record when they are ready to commence work and record when they have finished working. Employees are responsible for their own recording and under no circumstances must anyone else do it on their behalf.

6.2 Employees do not need to 'log out' from their normal place of work if they are on official Council business. If employees are working away from their normal place of work at the beginning, end or part of the day, the actual time working within the bandwidth, less break(s), is credited.

6.3 Travelling time is included in this scheme where this involves a journey to or from home; only the excess time, over and above the home to the employee's normal place of work, which falls within the bandwidth, is credited. If the journey is shorter than home to the normal place of work, then only the actual working time is credited.

6.4 Work undertaken outside the bandwidth is not included in the scheme. This includes evenings, weekends, emergency call-out, and standby. Where such work takes place, existing arrangements apply; for example, time off in lieu or payment in accordance with current practices.

## 7.0

### **ABUSE OF THE SCHEME**

7.1 Any employee found to be abusing the Flexi Hours Scheme could forfeit the opportunity to work within the scheme and will be subject to disciplinary action under the Council's existing procedure.