



Flexible Working Arrangements (incorporating Job Share)

July 2009

1. Policy Statement

- 1.1 The school is committed to equality of opportunity for all. It recognises that offering flexible working arrangements can help to increase the diversity of the workforce.
- 1.2 The school will sympathetically consider all requests for flexible working. Each application will be considered on its own merits, but no undertaking can be given to agree to any or every request.
- 1.3 When recruiting, the Head Teacher may invite specific flexible working arrangements and advertise posts accordingly e.g. when filling the second half of a job share.
- 1.4 The Head Teacher is responsible for the implementation and monitoring of this procedure to ensure that school standards are maintained.

2. Application of this procedure

- 2.1 This policy is recommended for adoption by the Governing Body. It applies to all school based staff.
- 2.2 Where the Governing Body wishes to deviate from this proposed policy or adopt any other policy, it is the responsibility of the Governing Body to arrange consultation with recognised trade unions.
- 2.3 All jobs held by employees within the school will be considered eligible for flexible working.
- 2.4 Any individual may apply to undertake their existing role or apply for a vacancy on a flexible working basis.

3. The legal background

- 3.1 The Employment Act 2002 made provisions in the Employment Rights Act 1996 to give eligible employees the right to request flexible working. It also placed an obligation on the employer to respond to the request. The Act does not give employees the right to insist on a flexible working pattern. But, where the application meets the statutory criteria it may only be refused on certain grounds – please refer to section 5.8.
- 3.2 The Eligibility Regulations were amended in April 2007 to extend the right to request flexible working to carers of adults, i.e. the relative of a person over the age of 18 if the employee:
 - Is or expects to be caring for a person in need of care who is married to or the partner or civil partner of the employee; a relative of the employee; or living at the same address as the employee;

- has responsibility for that person as a carer and has been continuously employed for no less than 26 weeks.
- 3.3 The Flexible Working Eligibility, Complaints and Remedies (Amendment) Regulations 2009 extended the right to request flexible working to include parents of children aged 16 or under.
- 3.4 Flexible working applications may also be made when an employee is returning from maternity leave. These applicants have specific protection under employment legislation and their applications must therefore be considered very carefully.
- 3.5 With due regard to the legal implications of non-compliance with the procedures and time limits associated with the flexible working regulations, Head Teachers are strongly advised to contact their nominated HR and Change Advisor for advice upon receipt of a flexible working application.

4. Flexible working

- 4.1 There are a range of flexible working options which may lead to a change in an employee's:
- hours of work;
 - times of work; or
 - place of work.
- 4.2 Some examples are listed below. This list is not exhaustive and other options may be considered. Speak to your Senior HR and Change Advisor for advice or see the advice on the relevant topic at the end of this document. Other examples of flexible working can also be found in the ACAS booklet 'Flexible Working and work-life balance' April 2009.
- Part time working
 - Compressed hours
 - Term time working
 - Flexible working hours
 - Home working
 - Job share

5. Requesting flexible working arrangements

- 5.1 Where an eligible employee asks for a flexible working arrangement in his/her current post s/he should be asked to put their request in writing. The request should confirm that s/he is applying under the statutory right to request a flexible working pattern and are eligible to do so. The request should also identify:
- the type of flexible working pattern applied for;
 - the proposed start date;

- the effect on the employer; and
 - how the effect may be dealt with, and
 - how they meet the specified relationship conditions.
- 5.2 The initial onus is on the employee to prepare a carefully thought out application well in advance of when they would like the desired working pattern to take effect. The employee should think carefully about their desired working pattern, making realistic proposals for how their work may be organised in their absence.
- 5.3 The Head Teacher has a duty to consider the request and must meet the employee within 28 calendar days to explore the desired work pattern in depth and discuss how it might be accommodated.
- 5.4 Where flexible working is agreed, the employee should be informed within 14 calendar days. A new statement of employment particulars should be issued.

Please refer to the Flexible Working Application Acceptance form.

- 5.5 Any change to working arrangements made using this procedure will be a permanent change to the employee's conditions of employment.
- 5.6 Employees should be encouraged to give as much notice as possible when they would like to change their work pattern. If the Head Teacher needs more time to consider the application s/he should agree with the employee when s/he will respond to their request. If the Head Teacher is unable to agree a revised timescale s/he must respond to the individual within 14 calendar days of the meeting. A delay may be caused by the need to consult with others.
- 5.7 If the Head Teacher is unable to accept a flexible working application, s/he should advise the employee of this decision in writing. This should be within 14 calendar days of the meeting. The Head Teacher must inform the employee of:
- which of the statutory grounds for refusal apply; (see below)
 - a sufficient explanation as to why the business grounds for refusal apply in the circumstances;
 - a statement that the employee has a right to appeal; and (see below)
 - the notice must be dated.
- 5.8 If the manager rejects the employee's application, s/he must provide sufficient explanation as to the business grounds for not accepting the application. This should be one of the following reasons:
- the burden of additional costs;
 - detrimental effect on the ability to meet customer demand;
 - inability to re-organise work among existing staff;

- inability to recruit additional staff;
- detrimental impact on quality;
- detrimental impact on performance;
- insufficiency of work during the periods the employee proposes to work;
or
- planned structural changes;
- any other ground the Secretary of State may specify by regulations.

Please refer to the Flexible Working Application Rejection form.

- 5.9 The Head teacher should contact their Senior HR and Change Adviser for advice if they plan to reject a flexible working application.
- 5.10 An employee who is dissatisfied with a decision made under this procedure may appeal. The appeal procedure will be the Grievance Resolution Procedure. Appeals should be heard within 14 calendar days unless both parties agree to extend this timescale.
- 5.11 An employee has the right to be accompanied by a Trade Union Representative, if they are a member of a Trade Union, or work colleague in any meeting held in accordance with this procedure.
- 5.12 An employee may make one application for flexible working in a 12 month period. The 12 month period runs from the date on which the application was made.

<p>6. Part time hours</p>

- 6.1 Part time hours mean a working arrangement in which the contractual hours for an employee are less than the standard full-time hours for the post.
- 6.2 Working patterns can be arranged to suit personal and operational needs.

Issues to be considered in a part time hour's arrangements

- 6.3 In issuing a part time hour's contract, it is advisable to incorporate the following:
- the allocation of working hours and the pattern in which they are worked;
 - any existing terms and conditions which will continue. Certain allowances will be on a pro rata basis including those relating to: pay, annual leave, bank holidays, sickness benefits;
 - that a part time employee should have the same access to training and development as a full time employee; and

- that where a part time employee undertakes additional hours overtime rates, if applicable to the job, will not apply until the hours of work exceed the standard working week for a full time employee.
- Full-time teachers can be directed to work a maximum of 1265 hours per academic year under the Teachers' Pay and Conditions Document. For part-time teachers (including job-share – see section 8 below) the Teachers' Pay and Conditions document states that the school should provide an agreed written statement with the employee detailing timetabled teaching time, management and leadership time as well as expectations of the school in respect of directed time which is to be deployed beyond the school day. This is so that a part-time member of staff is able to see that they are working the correct proportion of 1265 hours.
- Under the Teachers' Pay and Conditions Document, part-time teachers cannot be required to work or attend non-pupil days or parts of days on days they do not normally work but it should be open to the teacher to attend by mutual agreement with the head teacher. However, see section 8.3/8.4.

7. Home working

7.1 Home working is a working arrangement in which the employee carries out their work from home.

Issues to be considered in a home working arrangement

- Contact your Senior HR and Change Adviser for advice on issuing a home working contract.
- Contact IT Support Services for advice on IT equipment for home working.
- Contact Health & Safety for advice and guidance on the health and safety of home workers.

8. Job Sharing

8.1 The school supports the principle of job share but recognises that whether job sharing can be applied to any specific post will depend upon circumstances relating to that post and the staffing position in the school.

8.2 Job sharing occurs where a conscious decision is taken to divide the duties and responsibilities of one post between two or more people with the full time salary being divided proportionately between the two. Salaries payable under a job share arrangement will not total more than 100% of a full time salary including any allowances.

8.3 Issues to be considered in a job share arrangement

When issuing a job share contract it is advisable to incorporate the following:

- the allocation of working hours and the pattern in which they are worked;
- how communication will take place with management e.g. head teachers may wish to vary when staff meetings are held so that each job sharer has the opportunity to attend staff meetings on a regular basis. It will be a joint management and job sharer responsibility to provide/obtain an update from staff meetings where the job sharer has not been able to attend.
- how they will communicate with their job-share partner e.g. joint diary or communication book. any existing terms and conditions which will continue But certain allowances will be on a pro rata basis including those relating to: pay, annual leave, bank holidays, sickness benefits;
- that a job sharer should have the same access to training and development as a full time worker;
- that where a job sharer undertakes additional hours overtime rates, if applicable to the job, will not apply until the hours of work exceed the standard working week for an equivalent full time employee;
- what happens if the job share partner is absent or leaves;
- how to ensure consistency e.g. the same exercise books can be used by both teachers or it can be helpful for both teachers to observe each other teaching to ensure consistency in lesson delivery and marking, expectation and behaviour management or job sharers may want to ensure key decisions are jointly agreed.
- arrangements for: covering hours of work, division of tasks, managing performance; e.g. for teachers, which teacher is going to be responsible for planning which parts of the curriculum and how reports are going to be agreed or for administration staff who is going to lead on which duties
- whether any overlap should occur and the arrangements for this.

8.4 There may be a need to agree contractual arrangements that provide for some flexibility of hours of work. For example:

- the days and hours of employment;
- arrangements for ensuring the continuity of pupil education;
- attendance at staff and parents meetings;
- arrangements for professional development and attendance at staff training days;

This should be recorded on the Flexible Working Acceptance Form.

8.5 The absence of one job share partner

Where one part of the shared post is unoccupied due to sickness, maternity or other leave, the remaining job sharer may be invited, but should not be expected to undertake additional hours up to the full time equivalent.

8.6 Recruitment to Job Share Posts

The balance of the post to be job shared will be advertised in accordance with the school's normal procedures taking account of legislative requirements. The recruitment policy will be applied.

8.7 Where one party in the job share arrangement terminates their employment

Where one party in the job share arrangement terminates their employment consideration will be given by the Governing Body as to whether it is appropriate to appoint to the vacancy. Where it is decided it is not, the balance of the job share post remaining occupied shall convert to a part-time contract with the remainder of the job share hours being deleted from the establishment.

8.8 Where it is decided to appoint to the vacancy the remaining post holder should be offered the balance of the post before any other action is taken. If moving to a full-time post is not desired, it is possible for the post holder re-negotiate his/her share of the post.

8.9 Where there is a need to advertise the vacant post conditions referred to in paragraph 1.3 above will apply.

8.10 If after a total of 2 attempts to recruit to the vacancy a suitable applicant for the balance of the post cannot be found the school may review the job share arrangement and the Governing Body will have the right to terminate the arrangement with proper notice. Possible outcomes of the review may include:-

- a) To continue with the arrangement and make further attempts to fill the vacancy.
- b) To offer again the balance of the post to the remaining post holder.
- c) To terminate the job share arrangement with due notice with a view to advertising the whole job. This option would only be exercised in the interests of the needs of the service.

8.11 Conditions of Service

8.11.1 Individuals seeking job share are advised to consult their HR and Change Advisor on issues related to superannuation, redundancy, sickness absences, maternity leave, leave of absence etc.

8.11.2 The hours of attendance at school each week for class contact, registration, non-contact time etc for each part of the job share shall total the hours of the whole post. For contractual purposes these hours will be expressed as a

percentage of the school's timetable teaching week. This percentage will be used to determine salary.

- 8.11.3 Job share employees cannot be required to cover for their absent partner(s). They can however, be approached to undertake the cover work and where they do, salary for the additional hours will be payable in accordance with the rarely cover guidance and other relevant terms and conditions.