

FLEXIBLE WORKING



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This policy supersedes all previous policies, circulars and agreements connected with Flexible Working within the States of Jersey.	

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This Policy should be read in conjunction with the Management and Employee Guidelines on Flexible Working.

1 Policy Statement for Flexible Working

- 1.1 The States recognise the importance of employees being able to balance the needs of their personal and working lives and offer a variety of flexible working practices to support the organisation and their employees' needs.
- 1.2 By providing opportunities for people to balance work, family and personal commitments, the States of Jersey improves its capability to recruit and retain a wide selection range of skilled people.

2 Policy Aims

- 2.1 The purpose and aims of this policy are to:
- Provide clear guidance to employees about flexible working and how the various options that are available will operate
 - Ensure equality and consistency in terms and conditions relating to flexible working.

3 Key Principles

- 3.1 A standard set of underpinning principles has been developed for this Policy and will apply to all States of Jersey Human Resources Policies, and terms and condition of service. (See Policy Principles)

In addition the following principles also apply:

- Flexible working arrangements are options which might be offered by the States of Jersey, but are not an employee right
- All public sector roles should be open to consideration for flexible working
- Flexible working arrangements are intended to assist employees in achieving a good work/life balance.

4 Links to other Policies

- 4.1 Other policies and documents that may be helpful when considering this policy are:
- Equality & Diversity
 - Special Leave
 - Career Break
 - Flexi time.

5 Who this Policy applies to

- 5.1 This policy applies to all employees¹ of the States of Jersey on permanent and non-permanent contracts of employment.
- 5.2 It does not apply to:
- Workers who are engaged on zero hours agreements

¹ Throughout this policy the term 'employee' is used to include all employees and all office holders of the States of Jersey.

- Workers who work for the States of Jersey through a contract for services on an interim, locum, self-employed, or agency basis
- Voluntary staff or those on honorary contracts where there is no implied contract of employment.

6 Roles and Responsibilities under this Policy

In addition to the generic policy responsibilities which can be found on the Policy intranet page, specific to this policy.

6.1 Employees are responsible for:

- Making a written application to their Line Manager when requesting any change to their existing working arrangements.

6.2 Line Managers are responsible for:

- Considering any requests from the employee if they want to work on a part-time, job share or other flexible working arrangement
- Giving an employee's application careful consideration and to be as flexible in accommodating them as the business and operational needs of the service permit
- Ensuring that flexible working practices are being used effectively;
- Considering the impact of any flexible working arrangement on all members of their team
- Considering how flexible working may assist employees with a disability return to the workplace
- Ensuring that adequate staffing levels in their section are maintained;
- Clearly advising the employee of the reasons if a flexible working application is refused
- Agreeing appropriate communication links are in place for employees who are working remotely
- Ensuring that employees who are working flexibly are integrated into the activities of the rest of the team.

7 Flexible Working Policy Provisions

7.1 Overview

- 7.1.1 Employees do not have an automatic right to work in a specific flexible way, as there may be circumstances where the States of Jersey are unable to accommodate an employee's desired work pattern.
- 7.1.2 Flexible working arrangements will only be put in place if it can be shown that the needs of the individual can be balanced with the business and operational needs of the service and after full consideration has been given to the impact on other team members.
- 7.1.3 Any refusal for a change in working arrangements will be supported by a written explanation.
- 7.1.4 Accepted applications for flexible working that result in changes to working arrangements will, subject to regular review, mean a permanent change in the terms and conditions of employment of an employee. If temporary changes are agreed with their Line Manager they will receive confirmation in writing, the duration of the flexible working arrangement will be specified and the arrangement will be subject to review on an agreed basis.

- 7.1.5 The States of Jersey may require the individual to work the proposed new arrangements for an agreed trial period (up to 3 months), to see how the different working pattern suits the department, the team and the individual, prior to reaching a final decision.
- 7.1.6 Employees who are working a flexible pattern will not be excluded from training and development opportunities. Where possible, training will be delivered in a way that can accommodate individual working patterns. However, employees must be willing to consider a temporary variance to their flexible pattern of working to ensure they comply with statutory training requirements.
- 7.1.7 If a request for flexible working is refused the employee cannot make the same request for a period of 6 months from the initial date of the request.

7.2 Reduced Hours Working

- 7.2.1 Reduced hours working is where an employee works a number of hours which are less than the maximum contract hours for their particular pay group. Also known as part-time working.
- 7.2.2 Employees will receive pay, benefits and annual leave entitlements pro-rata to the proportion of hours worked.

7.3 Job Share

- 7.3.1 Job sharing is an employment arrangement where typically two people are retained on a reduced hour's basis to perform a job normally fulfilled by one person working full time. Two (or more) employees share the hours, duties, responsibilities and status of the post.
- 7.3.2 Each employee who is part of the job share will be given an individual contract of employment.
- 7.3.3 Employees will receive pay, benefits and annual leave entitlements pro-rata to the proportion of hours worked.
- 7.3.4 It is important to note this is not part-time working on an individual basis, and therefore the job sharers are jointly responsible for the completion of duties and responsibilities of the whole post.
- 7.3.5 If one of the job sharers leaves the post, the remaining job sharer will be offered the opportunity to extend their hours to cover full-time.
- 7.3.6 Any post designated for job sharing will remain as a whole post for purposes of manpower planning.

7.4 Annualised & Seasonal Hours

- 7.4.1 When an employee's contract hours are defined on an annual or seasonal basis, there may be significant variations in weekly/monthly/quarterly hours. This scheme enables Line Managers to achieve a match between the supply of and demand for staff by distributing the hours individuals work to coincide with peaks and troughs in workload.
- 7.4.2 The total number of hours to be worked in a full year must be agreed in writing at the outset. The Line Manager, in consultation with the Employee should determine exactly when these hours are worked as part of this written agreement.

- 7.4.3 Employees are paid monthly or weekly with their annual salary being divided equally over twelve months or 52 weeks.
- 7.4.4 Annual leave entitlement should be calculated in hours to enable accurate recording of annual leave requests.

7.5 Term-Time Working

- 7.5.1 Initially the 'Term-Time' arrangement will be for an agreed period and will be subject to regular review, and may only be agreed if business and operational needs allow. There is no automatic entitlement to indefinite term-time working.
- 7.5.2 The Line Manager must be satisfied that adequate cover, by appropriately skilled staff, is available to ensure service delivery is not impaired during school holiday periods.
- 7.5.3 Term time working arrangements may need to be varied from time to time to meet operational needs. The employee will be notified in advance of any such variation.
- 7.5.4 Holiday entitlement for 'term time only' posts is paid in lieu of time off and therefore, except in exceptional circumstances, employees are not entitled to take time off during term time.
- 7.5.5 The employee's salary should be calculated on this basis and their salary is paid in twelve equal monthly or 52 weekly instalments throughout the year.
- 7.5.6 Employees may be required to undertake statutory, mandatory or professional training during school holidays.

7.6 Compressed Hours

- 7.6.1 This arrangement provides employees with the opportunity to 'compress' some of their working hours into fewer working days without reducing the overall total number of hours worked per week .
- 7.6.2 'Compressed hours' allows for either 1 day off a week or 1 day off a fortnight. The day off is fixed and should not be varied, unless operationally required. It does not allow for the build-up of credit time to be taken as leave or extra holiday. Flexi time arrangements should be considered separately.
- 7.6.3 To avoid confusion or miscalculation, annual leave entitlement should be expressed in hours.
- 7.6.4 An employee working compressed hours will not benefit from a Public Holiday if they do not normally work on that day.
- 7.6.5 Compressed working arrangements will be closely monitored for any impact on performance levels and may be rescinded if this is adversely affected.
- 7.6.6 Initially a 'compressed hours' arrangement is for an agreed period and will be subject to regular review.

7.7 Remote working (including working from home)

- 7.7.1 There is no automatic entitlement to work remotely. Managers will determine whether remote working is appropriate.
- 7.7.2 Remote working may be considered either as a long-term arrangement or to cover a short term difficulty. It may also be considered if someone is unable to get to work – e.g. because of inclement weather, or as part of 'return to work' arrangements. It

should not be used where medical opinion is that the person is unfit for work. (See Managing Attendance Policy)

- 7.7.3 Arrangements may be formal or informal. Informal arrangements should be short term only, e.g. to enable an employee to work undisturbed at home on a particular project.
- 7.7.4 The hours to be worked remotely should be agreed formally to allow specific, measurable targets to be set and regular feedback given on performance.
- 7.7.5 Consideration must be given to confidentiality, security issues, adequate IT support and cost issues by both the manager and employee.
- 7.7.6 Communication arrangements must be robust, procedures should be developed, agreed and put into place before remote working can commence. The principle is that it must be possible to contact the employee at any time during agreed working hours.
- 7.7.7 The States of Jersey has a duty under Health and Safety legislation to ensure the health and safety of its employees while they are at work, so far as is reasonably practical. This duty applies to everything under the employer's control. It does not extend to a place of work that is outside the employer's control, such as the home.
- 7.7.8 Normal procedures relating to the notification and management of sickness absence will apply. It is particularly important that employees who become ill during a period of working remotely should notify their Line Manager as soon as possible.

8 Refusal & challenging the decision

- 8.1 If a request for flexible working is denied, the employee should be given a written explanation, outlining the business and operational reasons for the decision.
- 8.2 If the employee wishes to challenge the decision, they must put their reasons in writing to their Chief Officer within 5 working days of their request being denied.
- 8.3 The Chief Officer will determine whether the request has been reasonably refused or whether it should be granted and will advise the employee of their decision, in writing, as soon as possible
- 8.4 The Chief Officer's decision is final.

9 Glossary of Terms [used in policy]

TERM	MEANING
Flexible working	Flexible working is a way of working that suits an employee's needs but importantly meets business and operational needs.
TOIL	Time off in lieu of payment.
Remote Working	Working outside your usual place of work, usually the home (This does not include another SOJ location)

