DWP Benefits Directorate Flexible Working Hours Agreement

Reference

During the development and review of this product, extensive use has been made of the DWP Guidance and policies, and legacy FWHAs.

Statement of Working Arrangements

This agreement sets out the Flexible Working Hours arrangements in DWP Operations - Benefits Directorate. The agreement covers all staff in the Benefits Directorate, and will be effective from 3 December 2012. All staff are invited to participate under the terms of these agreed arrangements, with the only agreed exception being those staff who are employed within the (Disability) Contact Centre Helpline team and only those who have non standard contracted working hours. There will be further consultation with the Operations TUS with the aim of reaching a separate agreement for this Team.

1 Introduction

1.1 The purpose of a Flexible Working Hours (FWH) scheme is to provide employees with flexibility in attendance patterns. The needs and wishes of individuals must always be balanced with the needs of the business, in particular ensuring appropriate levels of service to customers which are proportionate to business needs. In doing so, all reasonable efforts will be made to meet the requirements of individual members of staff under the terms of this agreement, and every effort will be made to arrive at mutually acceptable arrangements.

1.2 FWH enables employees to play their full part at work and at the same time to arrange their working hours so that they get the most from their social and domestic life to maintain an appropriate work/life balance.

1.3 This agreement, which is in line with the Departmental Flexible Working Hours Framework, “Operating a Flexi Scheme”, covers FWH arrangements for both full and part time staff working in the Benefits Directorate

Flexible Working Hours Policy

Operating a Flexi Scheme
2 Guiding Principles

2.1 The FWH arrangements support the provision of an efficient service and delivery of Benefits Directorate business objectives enabling employees to balance their private and professional working lives.

2.2 Managers are responsible for assessing business requirements and ensuring that sufficient numbers of employees are on duty within their respective commands to maintain an effective service during business operating hours.

2.3 The operation and success of the FWH agreement depends largely on levels of trust. Employees and their managers have specific responsibilities to preserve that trust. Managers and employees must plan and agree section cover on a regular basis.

2.4 Where there is access to a flexi scheme, that access becomes a contractual right. This does not mean that employees can work whatever hours they choose. It does mean that they can, by agreement with their line manager:

- Vary their times of arrival and departure from work
- Vary the length and timing of their breaks
- Take time off under the terms of their flexi time scheme

2.5 An employee cannot be required to come in earlier or stay later than their contractual start or finish times. However, an employee may choose to do so where there is work available to be completed, in agreement with their line manager.

3 Minimum Levels of Cover

3.1 It is recognised that cover can normally be provided by some staff choosing to work early whilst others choose to work late. Appropriate levels of cover for all sections will be arranged through agreed means, taking into account staff preferences, seeking volunteers and, when necessary, using an equitable rota system. This should be in agreement with staff and managers where possible, though managers will need to make decisions where this is not possible.

3.2 Benefits Directorate will work to optimise the balance between staff preferences and customer service. No member of the team has a right to claim that because of their arrival or finish time they do not have to provide cover at the end/start of the working day, but this does not mean that everyone is automatically required to do so. Operating a FWH scheme that is fair to all requires flexibility on the part of all team members with managers having regard to the individual circumstances of each employee.

3.3 All grades are included in these arrangements, to ensure an appropriate level of management cover during business hours and to assure consistency and fairness of approach. Any concerns about levels of cover will be considered, in consultation with the local trade union side, with the aim of reaching agreement.

4 Definition of a working week for Benefits Directorate FWH purposes
4.1 The definition of a working week for those who work full time is a maximum of 42 hours gross, 37 hours net (National), or 41 hours gross, 36 hours net (London Pay Zone) worked over any five working days.

4.2 The definition of a working week for those who work part time work is outlined in their contracts. The number of hours per week will be less than those outlined at 4.1.

4.3 The definition of a Benefits Directorate working week for those who work contractual compressed hours is either 37 (National) or 36 (London Pay Zone) hours over four days, or 74 (National) or 72 (London Pay Zone) hours over nine days.

5 Recording times of attendance

5.1 On a daily basis individuals must record accurately their hours of attendance and flexi credits/debits by clocking on and off using their personal flexi cards or where this system is not available, making entries on the Benefits Directorate electronic flexi record. Hours of attendance and flexi credits/debits must be recorded accurately on a daily basis. Individuals must clock on and clock out using their personal card, or enter an accurate record on the Benefits Directorate electronic flexi record.

5.2 Line managers should examine flexi records routinely and regularly (at least 4 weekly); both to prevent abuse and to ensure that the terms of the Working Times Collective Agreement are not being breached by working excessive hours. As well as arithmetical checks, individual flexi records may be compared with any forms involved with duties and claims, such as travelling, visiting, facility time or Annual Leave days taken if abuse is suspected.

5.3 Flexi records should be kept for 18 months before disposing of them as confidential waste, unless there are special reasons for keeping them for longer, for example in connection with un-punctuality and disciplinary action.

6 Core time

6.1 Core time, as defined in the Departmental Working Hours Framework, is a period of the working day when it is essential for all staff to be at work. This will not apply within the Benefits Directorate. Nil core time means that there is no part of the bandwidth when it is essential for all employees to be at work.

6.2 Under nil core time staff should agree with their manager to organise their hours of attendance having regard to provision of service to customers and staff needs and preferences.

7 Bandwidth

7.1 The bandwidth for opening times will normally be 12 hours from 7.00 to 19.00 or the opening hours of the site/building if these are different.

8 Completing full time conditioned hours
8.1 A non contractual compressed hours working pattern of 37 hours (36 hours London Pay Zone) over four days, or 74/72 (London Pay Zone) over nine days, may be requested by an employee and locally agreed by a manager, having regard to the provision of service to customers and the needs of the individual and the business, under the terms of this Agreement.

8.2 To avoid forming a contractual compressed hours working pattern as a result of custom and practice, managers must ensure that employees who use the flexi scheme to work non-contractual compressed hours apply for and obtain their agreement before each flexi leave absence.

8.3 In line with the requirements of the Department for Work and Pensions Working Time Regulations Collective Agreement, all staff must have the appropriate daily rest break.

Working Time Regulations – Collective Agreement

9 Accounting Period
9.1 The accounting period is 4 calendar weeks. During this time all staff must complete their conditioned hours, subject to the agreed credit and deficit carry over limits.

10 Credit Carry Over
10.1 It is the responsibility of staff and managers to ensure that excessive amounts of flexi time are not built up. Where staff have built up some flexi time, managers should ensure that staff are given sufficient opportunity to take flexi time when operationally possible.
10.2 At the end of the 4 week Accounting Period, employees may carry forward a maximum of 4 days credit to the next accounting period. An equivalent pro rata carry over will be permitted for part time employees.

11 Excess Credit Hours
11.1 If at the end of the accounting period employees have a credit balance in excess of the maximum specified at 10.2 above, this balance will usually be lost unless there are exceptional reasons for the excess.
11.2 On these occasions managers have discretion to allow an excess flexi credit to be carried forward. However, they must try and give the employee opportunities to clear the excess above published credit limits by working fewer hours or taking flexi leave during the next 4 week accounting period.
11.3 Very exceptionally, when reduced hours or flexi leave were not operationally possible, managers may agree with the individual to reduce the excess credit to the normal maximum limit and for payment to be made at plain time rate for the excess credit balance. The decision for these exceptional payments will be made by no one lower than Grade 7. The employee and manager would complete and forward form DWP FCD1 to the Employee Services Centre.
11.4 If the manager decides to authorise the excess the employee must reduce the excess below the agreed maximum in the following accounting period, (unless exceptional circumstances prevent this from happening in this time scale).

12 Deficit Carry Over
12.1 At the end of the 4 week accounting period, employees may carry forward a maximum of 3 days deficit to the next accounting period. An equivalent pro rata carry over will be permitted for part time employees.

NB – As part of the transitional arrangements to this change of agreement, any individual carrying over a deficit in excess of 3 days, will be given 3 months (from the date of the new agreement being introduced) to reduce that deficit to within the new deficit maximum (3 days).

13 Excess Deficit Hours

13.1 When managers become aware of a possible excess flexi deficit developing they must discuss the situation with the employee immediately and agree:

- Action to be taken to avoid the excess deficit developing further, and
- Action to be taken to reduce the existing deficit to a manageable level

13.2 If at the end of the accounting period an officer has a deficit balance in excess of the scheme allowance and the excess has not been agreed with the line manager the line manager will take action as set out below.

13.3 The line manager will discuss the matter with the individual concerned who may be accompanied by a colleague or trade union representative at an informal meeting if the individual so wishes. Excess flexi deficits may be indicators of one or more issues that management must address, such as:

- Health
- Attendance – for example poor time management; personal commitments; caring responsibilities
- Capability

13.4 If employees have been prevented from reducing a deficit balance for reasons they could not anticipate or avoid, managers may, exceptionally, approve the carryover of an excess deficit balance. However, the excess must be brought within normal agreed deficit levels as soon as reasonably possible and no later than by the end of the next accounting period (unless exceptional circumstances prevent this from happening in this time scale).

13.5 In exceptional cases excess flexi deficits can be offset once during a rolling 12 month period by:

- Converting up to 5 days annual leave (pro-rata for part time employees) into hours and entering this as an authorised credit on the flexi record; or
- In very exceptional cases, and only with the employee’s signed agreement, by converting up to 5 days pay (pro-rata for part-time employees) into hours and entering this as an authorised credit on the flexi record. In all cases managers must ensure that making this deduction will not bring the employee’s salary below national minimum wage levels by checking with the Employee Services Centre first.

To offset salary against a flexi deficit the employee and manager must complete and forward a [DWP FCD1](#) to the Employee Services Centre.
13.6 However, an explicit agreement about their contracted working hours must be reached with the employee to ensure that the situation is not allowed to develop again. This may include, for example, discussing and agreeing a temporary change to the employee’s contractual working hours to better manage short-term caring difficulties.

13.7 These procedures are in line with normal practice and managers will take into account any mitigating circumstances before deciding next appropriate action, if any. It is not expected that disciplinary action would be considered unless there are repeated instances.

13.8 Employees with excess flexi deficits will not be invited to work overtime to reduce the deficit level.

14 Credit for absences

14.1 Credits are given for authorised absences such as annual leave, sick leave, training courses, industrial relations duties, etc, and should be agreed in advance as far as practicable.

14.2 If an employee has to attend medical appointments (e.g. GP, consultant or therapist), or the Dentist, they should try to make the appointment in their own time. Failing that, then appointments should be attempted to be made at the start or end of the working day. If however it has to be during working hours, a manager should allow a flexi credit. This flexi credit should cover the travel time and a reasonable amount of time for the appointment.

Employees should normally arrange to conduct their domestic and personal affairs in their own time, including routine visits to their bank, solicitor or an estate agent. However there may be circumstances where it is appropriate to allow a credit in work time for domestic/personal affairs. Managers should consider whether the provisions of the Special Leave Policy are applicable. In other cases managers will consider and exercise discretion about requests for flexi credits for absences during working hours.

14.3 Line managers also have the discretion to grant flexi credits for unavoidable delays in arriving at the office or the need to leave early e.g. severe weather or disruption to public transport, or allow applications under the appropriate sections of the DWP Special Leave provision.

Special Leave

14.4 Credits are determined on the basis of your contractual hours of attendance. Full time staff who work 7hrs 24 or 7hrs 12 (London) Monday to Friday should be given a credit of a standard working day when given Special Leave.

14.5 A half-day absence would warrant a credit of half of the individual’s contracted daily hours e.g. three hours for an individual contracted to work six hours daily. For employees working compressed hours or part-time, credits will be equal to half their contracted hours (rounded up to the next full minute where this results in a half minute).

14.6 Managers may award credits for less than half a day following consideration of the appropriate Special Leave provisions and individuals’ personal circumstances. Such credits will not place FWH staff in a more or less favourable position than Fixed Hours staff.

14.7 Training Credits
The intention is to treat all staff equitably irrespective of their working patterns, and to support employees who need to focus on their classroom training event without the distraction of normal day to day business.

If a training course (classroom) is designated as a full day then a full day credit is given, 7.24/7.12 or the compressed hour’s equivalent.

The employee may choose/volunteer to put in extra time, before or after the training course and with the agreement of their line manager. This extra time should be recorded in the normal way.

15  Lunch Breaks

15.1  The lunch break period spans the hours of 11.30 to 14.30.

15.2  The Department recognises that working for long periods without taking a break is not good for health and well being. For this reason employees are expected to take a meal break at an appropriate point in the day, as agreed with their manager and in conjunction with any rota for that day. Lunch breaks will be arranged between 11.30am and 2.30pm to ensure maintenance of customer service and will take account of individual requirements, e.g. employees with medical needs may have to eat at specific times. Where staff want to take a lunch break outside of these hours this may be allowed, subject to business needs and line management agreement.

15.3  Breaks for full time staff should be taken outside of this period to ensure we have adequate cover throughout the period and to allow for breaks to be spread out evenly throughout the day. Where part time staff wish to take their break in this period, they should be allowed to do so wherever possible, depending on business needs. Having this flexible approach for part time staff will allow them to space their break appropriately within their working day.

15.4  Employees who work full time are entitled to take a paid one hour meal break per day. Longer breaks can be taken with the agreement of line managers subject to business needs. Employees contracted to work compressed hours are entitled to a pro-rated meal break. Those working flexible full time or compressed hours can choose to take a shorter break but not less than 30 minutes.

15.5  Part time colleagues, including those who work part year appointments, working more than 5 hours in one day are entitled to an unpaid lunch break of 30 minutes – part time workers are not required to take a lunch break but are entitled to one. Employees should flex out for these breaks, lunch breaks should be taken away from the desk where practically possible (lunch should not be eaten while still flexed into work).

Breaks During Work

16  Other breaks

16.1  One paid 15 minute break (away from the desk where possible) in the morning and one in the afternoon will be given to all employees working the equivalent of or more than, the 7.24
working day (7.12 in London). One paid break of 15 minutes will be given to employees working between 3 ½ and up to but below the full working day. These breaks must be taken at the allocated times as far as practicable.

16.2 Where part time employees wish to take their 15 minute break in the defined lunch period (11.30am – 2.30 pm), they should be allowed to do so wherever possible. Having this flexible approach for part time employees will allow the spacing of their breaks appropriately within their working day.

16.3 Breaks are in place to allow a short respite break and refreshment within work time. Breaks should be taken in the office, other than having to leave official premises for a short period of time, perhaps to make a phone call, exercise, or have a cigarette. If for exceptional reasons you need to leave the office for a short while during such breaks, then permission should be sought from your line manager. If leaving the premises (for example at lunch time), sensible measures such as removing your name badge, should be taken.

**Religious observance**

16.4 Time away from the workstation for religious observance may also be required by some staff, and will need to be agreed between staff and their managers, taking both staff and operational needs into account. It remains at the discretion of managers to plan the additional time for prayers/religious observance but managers should try to be flexible about when these breaks are taken. Individuals should be reasonable with their requests and take into consideration both their manager’s and business requirements and also their colleagues when requesting flexibility around rest breaks.

16.5 In addition, reasonable ad hoc breaks will be allowed for refreshments, toilet breaks, medication etc. These will not be rota’d breaks but we would expect the normal courtesies between individuals and team leaders to apply.

17 Smoking

17.1 DWP is committed to providing a smoke free environment and support to employees who want to quit smoking. Those who wish to smoke should do so in breaks common to all. Smoking is not permitted on DWP premises.

At present there is no DWP specific policy relating to the number or length of time an individual can spend on smoking breaks. In Benefits Directorate, Employees who want to take an additional break to smoke must:

- have this agreed by their manager
- have regard to the needs of other employees and the business
- Flex off – such additional breaks will be unpaid and expected to be by exception.

17.2 In agreeing additional smoking breaks managers must balance the needs of the business and remaining employees who provide cover.

18 Taking Flexi Leave - It is management’s intention that staff will be allowed to take flexi leave in accordance with these paragraphs.
18.1 Staff can apply to their line manager to take full or half day’s flexi leave, up to a maximum of 4 standard days in any 4 calendar week accounting period. Part time staff can apply for an equivalent pro-rata amount of flexi leave. NB: This limit does not apply when a compressed hours working pattern has been agreed (refer also to para 8.2).

18.2 Line managers will take account of the business needs, and individual’s circumstances if applicable, before authorising, and in particular try and agree those from employees wishing to use excess flexi credits. Managers must try and ensure that employees do not need to carry over credits in excess of the limits because applications for flexi leave have not been accepted.

18.3 Line managers may also agree applications for flexi leave from employees who are not in credit, or are in deficit, except when it is likely that this will put the employee’s flexi deficit beyond the maximum they are entitled to accrue by the end of the accounting period.

18.4 To apply the pro-rata principle to the flexi credit/deficit carry over limit, you apply a simple calculation which determines the number of hours an employee works in 1 day, multiplied by the normal limit, i.e. for the deficit limit multiply by 3 regardless of the number of days worked in a week. The same principle applies for employees who work more than the standard 7.24/7.12 day. e.g. part timer works 4 days a week, 7 hours a day, total of 28 hours a week. Their limit would be set at 21 hours. For those who work a varied pattern, the principle is that part timers can carry forward enough flexi time to enable them to take 4 days leave – the same as full timers. So, if the individual wants to take 4 long days off they may accrue enough hours to do so, or go into deficit, so that they are within their limit at the end of the 4 week Accounting Period. Nobody is losing out or being unfairly advantaged because everyone’s hours will balance out at some point. You can be flexible in these situations, and “light touch”.

19 Suspension of the Flexi Scheme

19.1 There may be rare occasions when an existing scheme is suspended to protect service to customers. This should only be necessary in extreme circumstances e.g. during industrial action and in cases of individual abuse. If this is being considered, this must be agreed by senior managers and as much advance notification given as possible.

20 Abuse of the Scheme

20.1 Abuse of the Flexible Working Hours Scheme is unacceptable and is a disciplinary offence and may result in disciplinary action. If abuse of the flexi scheme is suspected, managers may monitor attendance for short periods with no further warning or notice being given, in order to confirm the accuracy of flexi recording.

21 Review of this agreement

21.1 Any changes proposed to this agreement must remain within the terms of published Departmental flexible working hours/policies. In the event that there are any aspects of this Agreement that require clarification or definition the Benefits Directorate and the Operations TUS will endeavour to provide a definition in consultation.

21.2 This agreement is intended to support the operation of Benefits Directorate and provide flexibility for staff to balance work with their domestic and social life.
21.3 If any amendment to this Agreement is identified managers will consult with the Operations TUS with the aim of reaching agreement. If Agreement cannot be reached either side may give six months notice of withdrawal from this Agreement.

Director, DWP Operations – Benefits Directorate

Date:……3 December 2012…………………………………………………..

Signed: Jason Feeney

DWP Operations TUS
Negotiations Officer – PCS DWP Group

Date:….3 December 2012……………………………………

Signed: Charles Law