Statement of Working Arrangements

This Agreement sets out the Flexible Working Hours (FWH) arrangements for the Disability & Carers Service (DCS) Agency. This Agreement applies to all DCS areas and supersedes all DCS local FWH Agreements.

Introduction

1.1 The purpose of FWH is to provide a more flexible system of attendance to the extent that it can be achieved without adverse effect upon overall efficiency or a reduction in service to our customers and others for example Ministers or Welfare Rights organisations. In doing so all reasonable efforts will be made to meet the requirements of individual members of staff.

1.2 Its object is to enable staff to play their full part at work, maintaining service to our customers, whilst at the same time enabling staff 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 FWH Framework, covers FWH arrangements for both full and part time staff working in DCS. Participation in the FWH arrangements is voluntary. Staff members who do not work FWH will instead work conditioned hours as defined as 0836 to 1700 (0848 – 1700 London pay zone) with 1 hour for lunch to be taken between 1200 and 1400.

Guiding Principles

2.1 The FWH arrangements must support the provision of an efficient service and delivery of DCS business objectives and balance the needs of staff.

2.2 The operation and success of the FWH agreement depends largely on levels of trust. Individuals and their managers have specific responsibilities to preserve that trust. Managers and team members should plan and agree section cover on a regular, voluntary basis to ensure trust is maintained.

2.3 Line managers are responsible for assessing business requirements and ensuring that sufficient numbers of staff are on duty to maintain an effective service during business operating (within individuals contracted hours) hours. Managers and staff should aim to provide section cover on a regular voluntary basis, where possible. It is recognised that cover can normally be provided by some staff choosing to work early whilst others choose to work late. In the event of a shortage of volunteers, managers will determine the organisational measures necessary to provide the appropriate levels of cover. This may include co-operation between different or related sections.
3.1 Hours of attendance and flexi credits must be recorded accurately on a daily basis. Individuals must record their attendance times on the previously agreed local flexi record. Recording of hours worked and length of retention of records will be subject to local practices and consultation.

Core time

4.1 Core time as outlined in the Departmental FWH Framework will not apply in DCS unless justification is demonstrated that business needs require core hours. This must be agreed by the appropriate Director (minimum Grade 6) and DCS TUS consulted, with a view to reaching Agreement

Bandwidth

5.1 The bandwidth for DCS will normally be 12 hours from 7am to 7pm or the opening hours of the site/building if these are different.

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Completing full time conditioned hours

6.1 Staff will be allowed to complete their full time conditioned hours in less than 5 days per week subject to business requirements and agreement by line manager. This means that staff may work 5 days over 4 or 10 days over 9 as part of their normal working hours without the need for a formal contractual change.

6.2 The Department for Work and Pensions Working Time Regulations Collective Agreement states that all staff must have the appropriate daily rest break. This is the minimum legal requirement. Normally staff will be able to vary the time and length of their lunch break, subject to business requirements.

6.3 Full time staff, on either fixed or flexible hours are entitled to take a paid one-hour meal break a day although they may take a longer lunch if the individual requires, under the terms of this agreement. If working compressed hours, they are entitled to a pro-rated meal break – for example, a paid 75-minute meal break a day if working five days compressed over four. In either case if working flexible hours they can choose to take a shorter break, but no fewer than thirty minutes.

6.4 Part time staff are not required to take a meal break. They are entitled to take an unpaid break of no less than thirty minutes if working more than five hours in one day. Those under 18 and working over 4.5 hours a day are entitled to an unpaid meal break of at least thirty minutes.

Accounting Period

7.1 The accounting period is 4 weeks. During this period all staff must complete their conditioned hours, subject to the agreed credit and deficit carry over limits.

Credit carry over

8.1 At the end of the accounting period, full time staff may carry forward a maximum of 4 standard days credit to the next accounting period. A standard day is defined as 7.24 (National) and 7.12 (London Pay Zones). An equivalent pro rata carryover will be permitted for part time staff.
8.2 During an accounting period staff may build up a credit or debit by working more or less than daily standard hours as levels of work permit.

**Deficit carry over**

9.1 At the end of the accounting period, full time staff may carry forward a maximum of 2 standard days deficit to the next accounting period. An equivalent pro rata carryover will be permitted for part time staff.

**Flexi Leave**

10.1 Subject to individual and business needs, full time staff can take up to 4 standard days flexi leave each accounting period, and part time staff can take an equivalent pro rata amount of flexi leave.

10.2 Staff may take flexi leave in lieu of hours already attended or in anticipation of hours to be worked provided the credit and debit carry over limits are not exceeded at the end of the carry over period.

10.3 It is management's intention that staff will be allowed to take flexi leave in accordance with these paragraphs.

10.4 If a member of staff takes half a day Annual or Flexi leave the Officer must work a minimum of 30 minutes before leaving the Office. If taking a half day Annual or Flexi Leave the maximum number of hours that can be worked in any day is 6 hours.

**Excess credit hours**

11.1 If at the end of the accounting period staff have a credit balance in excess of the scheme allowance this balance will usually be lost unless there are exceptional reasons for the excess. Managers will discuss the position with individuals prior to making any decision. If a decision is made to allow carry over of the excess, individuals will be expected to clear the excess in the following accounting period although this may not always be possible.

**Excess deficit hours**

12.1 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 disciplinary procedures may be considered.

12.2 The line manager will discuss the matter with the individual concerned and depending upon the circumstances may decide and/or agree:

   a) to allow the carry over of the deficit on the understanding that the deficit is cleared in the following accounting period although, in exceptional circumstances, this may not always be possible.

   b) to clear the deficit using annual leave or pay. If the option is used the individual's preference will be sought.

**Credits for absences**
13.1 Credits are automatically given for authorised absences such as annual leave, sick leave, training courses, etc. Credits for other absences for urgent private business such as doctor's appointments, visits to the bank, etc. and disruption to transport will normally be given but must be agreed with the line managers or applied for under the appropriate sections of the Departmental Special Leave provisions. These Special Leave provisions are designed to allow individuals the time to deal with crises and emergencies, or other situations that may occasionally arise in their personal lives, supporting the work/life balance principles.

13.2 Credits for a whole day should be a standard day of 7.24/7.12 or equal to the officer's contracted daily hours. For instance, a part time officer contracted to work 6 hours daily would be credited with 6 hours for a full day's absence. Officers contracted to work 'compressed hours' will receive a credit equal to their daily contracted hours. This will always be more than a standard day.

13.3 A half day's absence would warrant a credit of 3.42/3.36 or half of the officer's contracted daily hours e.g. 3 hours for an officer contracted to work 6 hour daily.

13.4 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 Fixed Hours staff.

Review of this agreement

14.1 Any changes proposed to this agreement must remain within the Departmental Framework. In the event that there are any aspects of this Agreement that require clarification or definition DCS and DCS TU will endeavour to provide a definition in consultation.

14.2 This agreement is intended to support the operation of the DCS and provide flexibility for staff to balance work with their domestic and social lives.

14.3 If any amendment to this agreement is needed DCS TUS will be consulted with a view to reaching Agreement. If Agreement cannot be reached either side may give six months notice of withdrawal from this Agreement.