

Adur District Council  
Worthing Borough Council

**Worklife Balance Policy**

**Date Agreed: September 2012**  
**Date Agreed by HRWG: 10-12-12**  
**Date Agreed by JONG: 23-04-12**  
**Date to be Reviewed: 23-04-15**

**Contact: Human Resources Section**

## Scope

This policy applies to all employees of the Councils.

## Policy to be reviewed

The Work Life Balance Policy will be kept up to date in line with any new legislation and is relevant to the needs of the councils and its employees. The Councils reserve the right to alter or add to the policy from time to time, as appropriate.

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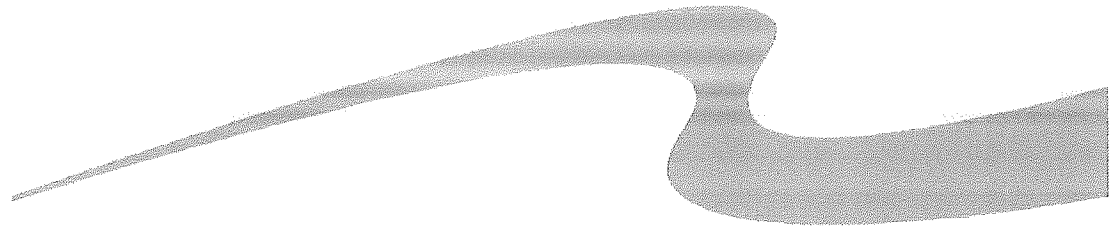
## Legislative Framework

The Councils will work within the existing legislative framework which includes abiding by the:

- The Working Time Directive 1998
- Health and Safety at Work Act 1974.
- Employment Protection Act 1975
- Human Rights Act 1998
- Part time workers Regulations 2000
- Employment Rights Act 1996
- Employment Act 2002
- Work and Families Act 2006
- Equalities Act 2010

Signed: *Alex Bailey* ..... Date: 11-12-13  
Alex Bailey, Chief Executive

Signed: *Roger Varndell* ..... Date: 13-11-13  
UNISON



Adur District Council  
Worthing Borough Council

**Childcare Policy**

(Appendix Q)

**Date Agreed: May 2012**

**Date Agreed by HRWG:**

**Date Agreed by Management Team:**

**Date Agreed by JONG:**

**Contact: Human Resources Section**

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This policy should be read in conjunction with the Council's Equalities Policy and the individual employee's terms and conditions of employment.

## **Scope**

This policy applies to all employees of the Council.

## **Policy to be reviewed**

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## Child care subsidy

### Purpose of the scheme

To provide financial help to those employees with pre-school age children (up to age 3\*\*) who might otherwise not be able to continue/return to work because of child care responsibilities.

### Scale of allowances

For full time employees £41.99 per week, or if there are two children up to a maximum of £79.78 per employee.

$$\frac{\text{Total hours worked OR in childcare}^*}{37 \text{ hours}} \times \text{£hourly rate (£41.99 as at 1.4.15)}$$

\* Normally the payment will be for the actual hours worked or the hours the child is in childcare whichever is the lesser amount.

If employees take any holidays or have sick leave the subsidy will be paid for the hours the child would usually be in childcare.

The subsidy will be paid for bank holidays, where the payment is required by the child care provider. The employee will be required to provide proof.

The level of allowances will be reviewed annually to reflect inflation. Allowances are only payable until the child reaches 3 years of age\*\*.

\*\*Children may not qualify for the state funding until the term after their third birthday,

### If your Child's birthday is between ... Free places start from...

1 <sup>st</sup> April – 31 <sup>st</sup> August	Autumn term, after the long summer holiday
1 <sup>st</sup> September – 31 <sup>st</sup> December	Spring term, after the Christmas holiday
1 <sup>st</sup> January – 31 <sup>st</sup> March	Summer term, after the Easter holiday

Children are entitled to receive Early Years Funding Entitlement up until the term in which they turn five (compulsory school age). For children starting Reception class at a Local Authority School before they reach compulsory school age, their EYFE will be used by the school.

Subject to the above date guidelines, the Council funding will continue until the state funding starts at the beginning of the school term after the child turns 3.

### Who can apply?

Both women and men in receipt of a salary not exceeding spinal column point 28. The determination of applications for the childcare subsidy, which is at the Council's discretion, will be decided jointly by the relevant Executive Head of Service and the

Human Resources Manager. Each case will be judged on its merits, having regard to the criteria below.

### **Criteria**

Must be spinal column point 28 or under and the following factors will also be taken into consideration:

- a. Whether the employee has sole or main responsibility for his/her children
- b. The employee's salary
- c. Whether the employee comes within the categories of people who are underrepresented within the Council's workforce.
- d. Budgetary constraints

### **How is the subsidy claimed?**

Employees should apply to Human Resources for approval to claim the subsidy using Form CS1. Forms must be accompanied by proof of payment to a registered childminder or a registered nursery. Employees must keep proof of payments made e.g. receipts, which will be examined on a quarterly basis or at any time Human Resources require.

Employees must notify Human Resources as soon as possible if their circumstances alter, which may effect their eligibility. Failure to do so will render an employee liable to appropriate action which may include immediate cessation of the subsidy, repayment of the subsidy and disciplinary action.

### **How is the subsidy paid?**

The subsidy is included in the monthly salary payment. Childcare subsidies are currently subject to Income Tax and National Insurance deductions, but not currently pensions. The allowance will continue to be payable for periods of absence due to sickness and will be linked to the period of paid sickness entitlement, with the Management Team reserving the right to review each case on its individual merits, if appropriate.

### **Reservation of a nursery place**

Where it is necessary for an employee (on spinal column point 28 or under) to reserve a place in a nursery (pending an employee's return from maternity leave) by paying a proportion of the fees until the place is taken up the employee may request financial assistance from the Council.

The Council will pay the necessary reservation fees up to a maximum of £41.99 per week or if two children £79.78 per week subject to the following conditions:

- a. The employee will repay the Council in full all reservation fees if the place is not taken up.
- b. Where the place is taken up but the employee leaves the Council or ceases to use the place within 15 months of the return to work the employee will repay to the Council the whole amount subject to the sum being reduced by 1/12<sup>th</sup> for each completed calendar months service beyond three months.



Employees will be required to sign an undertaking to this effect which will authorise the Council to deduct an amount equal to the sum due from any salary payments or as a lump sum prior to the employee leaving the Council's service.

The Council reserves the right to review the provisions of the scheme, amend the criteria for eligibility and method of payment as necessary. Claimants will be given reasonable notice (at least three months) of any changes to the scheme which would result in a financial detriment.

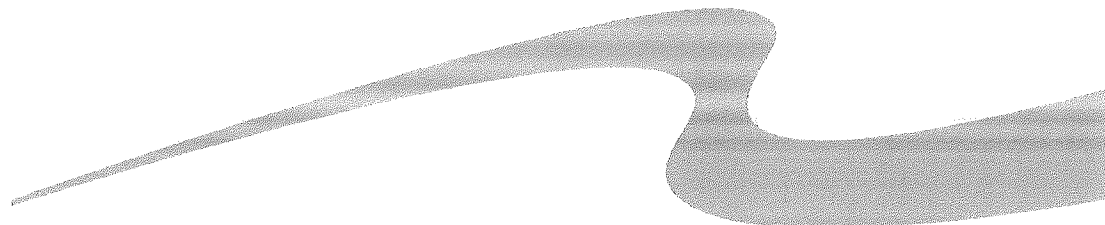
### **Child Care Voucher Scheme**

The Council has a childcare voucher scheme which is currently run through computershare. Full details of the scheme are available from the Human Resources or Payroll section or on the Council Intranet page:

<http://awintranet/my-job-and-me/child-care/>

*Alex Bailey* 11-12-13  
Signed: ..... Date: .....  
Alex Bailey, Chief Executive

*Roger Varnell* 13-11-13  
Signed: ..... Date: .....  
UNISON



Adur District Council  
Worthing Borough Council

**Flexible Working Policy**

Date Agreed: May 2012  
Date Agreed by HRWG:  
Date Agreed by Management Team:  
Date Agreed by JONG:

Contact: Human Resources Section

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## **Working time**

### **Hours of work**

The Councils use a flexible working hour's system (see flexitime section below). However some staff are required to work fixed hours, e.g. from 9.00am to 5.30pm Mondays to Thursday, and from 9.00am to 5.00pm on Fridays, with one hour a day allowed for lunch. Certain other officers may be required to work different hours or days for operational reasons, in particular those staff on shift working patterns.

Unless otherwise stated in their letter of appointment, an employee is included in the flexitime scheme. Where the nature of the duties of the post precludes the identification of normal hours of work the grading has been fixed on the basis of a notional 37 hours per week.

Entitlement to time off in lieu will be calculated on an hour for hour basis. The timing of days off in lieu will be at the discretion of the employee's line manager.

In addition, the relevant Executive Head may determine changes to the hours or days of an individual employee's post, after consultation with them.

### **Flexitime Scheme**

The "core time", during which staff must be at work, is 10 a.m. and 4 p.m. The "outside times" are 8 a.m. and 6.30p.m. Mondays to Fridays, and this means that there is flexibility of starting between 8 a.m. and 10 a.m. and of finishing between 4 p.m. and 6.30 p.m.

The lunch interval is to be not less than half an hour, and a maximum of 2 hours, taken between 12 noon and 2.15p.m.

Employees are responsible for keeping their time sheets up-to-date, and for calculating the totals. It is the responsibility of the Executive Head to ensure that the time sheets are maintained by the staff in their section, and that they show no inaccurate information.

If employees normally work a 37 hour week, this amounts to 148 hours in a four week period. In each four week period employees will have to work a minimum of 148 hours, unless they have worked more than 148 hours in the 4 weeks immediately proceeding the current period. Employees can then take off the number of additional hours worked in the previous 4 weeks.

Employees can carry forward a maximum of 10 hours from one 4 week period to the next. If an employee works in excess of 10 additional hours in one 4 week period they can take the balance above 10 hours within that 4 week period, so as to reduce the carry forward total to 10 by the end of the 4 weeks. If employees end a four week period with more than 10 hours in credit they will lose any hours over 10 hours.

Employees can not carry forward more than a maximum of 10 hours deficit from one 4 week period to the next. This time should be made up as soon as possible and before taking any further flexi leave.

Employees can take additional hours worked as leave, except that not more than 2 half days leave, or one whole day's leave can be taken in flexi-time within any one 4 week period.

Some employees who work after 6.30pm can

1. Work the extra hours as lieu time, with that time being counted as time and a half.

Or

2. With the prior permission of their Executive Head take the time as paid overtime, with that time being counted as time and a half.

This is not relevant to all posts within the Councils and where appropriate will be covered in individual Contracts of Employment.

Meetings of unions and other official bodies of which staff may be members will be recognised as official duty only up to 5.30 p.m. Any attendance at these meetings after 5.30 p.m. will be considered to be in the person's own time.

The time sheet shows a list of absences that are to be denoted by a certain code. For example if an employee is on annual leave for a day or longer they put down 7 hours and 24 minutes per day with the code A/L against it.

In relation to dentist/doctors/optician's appointments, where normal appointments are made for routine check-ups etc., these should be made wherever possible outside of the "core times", i.e. between 8 a.m. and 10 a.m. or after 4 p.m. or during the permitted lunch interval, (12 noon to 2.15 p.m.), and will therefore not be added to any "flexitime" credit hours.

Where an employee has to attend the doctor or dentist for a routine appointment which can only be made during core times, or on an emergency basis, (i.e. has reported for work and then has to leave the office for an appointment) these instances can be booked as **other leave** on the flexi-time record sheet and included in the hours worked or credited for the day. Hospital appointments should also be treated in the same way.

If a full time employee is on sick leave for a day, they record 7 hours and 24 minutes with the code S/L against it. If an employee is absent for a half day, the same procedure applies except they show 3 hours and 42 minutes for the half day. If an employee were to fall sick partway through a day and claim the half day hours of 3 hours and 42 minutes and add that to the hours worked, it is possible that they could actually accrue credit whilst being off sick. Therefore, the maximum hours per day that can be shown during any period of sick leave must be 7 hours and 24 minutes.

When an employee takes time off in respect of additional hours worked, this must be with the consent of their line manager. They should obtain permission to take time off before making any plans, because their line manager is the person with the responsibility of ensuring that the total work of the section continues, even though one or two people may be taking time off on any given day.

It is important for staff to accept that the normal staffing of an office which is in multiple occupancy is maintained by at least one person being in the office at all times, unless the line manager in his/her judgement feels that it is possible for the office to be left completely empty. This includes the lunch hours, but it does not normally include any time before 9 a.m. or after 5.30 p.m.

If an employee works less than a 37 hour week (part time), the total hours per week multiplied by four are their basic hours for each 4 week period. For example, if they work 30 hours per week, their basic hours are 120. If they work in excess of their basic hours in any 4 week period they can carry forward to the next 4 week period the usual maximum of up to 10 hours. When they take time off in a 4 week period for additional hours worked in the settlement period immediately preceding that one, they have to calculate it on the basis of their actual hours worked and not on the full day of 7 hours and 24 minutes or the half day of 3 hours and 42 minutes. For example, if they have built up any extra hours, and they normally work 9 a.m. to 3.30 p.m., should they want to take an afternoon off, they would deduct the actual hours between the end of their lunch and 3.30 p.m.

### **Part Time Employees**

An employee contracted to work less than the basic full time hours in a post shall be graded within the same salary scale and paid such proportion to the full time salary as their working hours bear to a full time post. All other terms and conditions will be applied pro rata to the hours worked, unless otherwise specified in the letter of appointment. .

## **Job Sharing**

### **Statement**

The Council as an equalities employer is committed to enabling council jobs to be available to persons wishing to job share. All jobs will be considered for job sharing. The council agrees that no posts or parts of posts will be lost directly as a result of job sharing unless otherwise agreed with the appropriate Trade Union.

### **General Principles**

Job sharing shall be defined as the situation where employees voluntarily share the duties and responsibilities of one full-time job. The proportion of time to be worked should be decided between the job sharers and their Executive Head.

Under the scheme, established posts will be shared voluntarily by two or more employees who must each be appropriately qualified and experienced in terms of the

job and employee specification. The job sharers must each be able to undertake the full range of duties and responsibilities of the post.

Job sharing may be on a split day or split week basis. The working arrangements and responsibilities for a particular job shall be determined by the Executive Head concerned in consultation with the job sharers, including any variation in such working arrangements and responsibilities that may be required to be made from time to time.

Job sharers will perform a proportion of a job commensurate with the number of hours a week which they work and their duties should reflect this. Job sharers will not be regarded as having to perform work over and above that which can reasonably be expected to be performed in the hours that they work. The job sharers between them will jointly perform the duties of a person working a 37 hour week, except where the grade of the post takes into account the need to work in excess of this. It is hoped, however, that in these circumstances, working arrangements may be sufficiently flexible to allow any excess hours to be worked at home.

### **Procedure for the introduction of Job Sharing**

A proposal to introduce job sharing into a post can arise in a number of ways, for example:

- (i) an existing employee formally applying to management (see Appendix One) for a job share arrangement to be agreed in respect of their job.
- (ii) a joint application being made by existing employees, whether full-time or part-time, to job share where their individual jobs and/or mutual skills and experience are suitable for the proposed job share.
- (iii) external application from potential partners outside the authority in response to advertisements.

For both (i) and (ii) above, the employee/employees must have been with the Council at least 26 weeks before the date of the request to ensure they are completely inducted into the organisation. Employees will need to request a jobshare in writing to their Executive Head at least 28 days before the date they wish to jobshare. The Executive Head will consider the operational effects on the other members of the team. The Executive Head will meet with the employee to consider a clear business case, balanced with the employee's wishes. Within 14 days of the meeting, the Executive Head will respond in writing to the employee, with a copy to Human Resources giving reasons for the decision.

Any

application for the introduction of job sharing shall be subject to a detailed examination by the Executive Head or Strategic Director, in conjunction with the Human Resources Section.

The Council reserves the right to review individual job sharing arrangements in light of operational needs.

## Recruitment and Selection

All jobs will be advertised as suitable for job sharing unless, following detailed examination, it is not considered possible for a particular job to be shared.

The following types of application may be encountered by selection panels:

- (i) Joint internal applications;
- (ii) Linked internal/external application;
- (iii) Individual/linked external application.

Prior to making appointments the selection panel must ensure that there is agreement on the sharing of tasks to meet the full role expectations of the job, where necessary including an addendum to the job description for the post, expressing the agreements reached.

## Conditions of Service

**Probationary Service:** A job sharer whose suitability for employment is subject to the satisfactory completion of a probationary period shall be assessed in the same way as a full-time employee. In the event of a job sharer's employment being terminated as a result of failing the probationary assessment then the provisions set out below under cover arrangements shall be applied to the remaining job sharer.

**Pay:** Pro rata in accordance with National/Local Conditions of Service to the salary grade for the number of hours worked. Commencing salary and further progression will be determined in accordance with the conditions appertaining to the equivalent full-time post. It is possible that job sharers sharing the same post and working the same number of hours will not receive the same salary.

**Overtime:** If individual contractual hours are exceeded, where entitlement exists, payment at the appropriate time rates shall be made or time off in lieu granted.

**Car Allowances:** Casual users: Payment of casual user allowances will be made on the normal basis, i.e. according to the mileage covered by each employee. Essential Users: The lump sum payment will be paid on an individual basis to each job sharer, and the mileage covered will be reimbursed at the appropriate rate for essential users.

**Car, Bicycle and Season Ticket Loans:** Entitlement to these loans will be determined on the same basis as a full-time postholder would be eligible, subject to conditions of the schemes. There shall be no restrictions on two or more job sharers applying for a loan at the same time.

**Training:** Job sharers will have access to training opportunities on the same basis as full-time employees with respect to day release. Access to financial assistance under the post entry training scheme will apply as for full-time employees. The aggregate of paid time off for job sharers would not exceed that granted for a full-time employee. The Council reserves the right to look at particular requests for time off in lieu or payment for training on their individual merits.

**Application for other jobs:** Job sharers may apply for other jobs on equal terms with full-time employees.



**Changeover/Overlap arrangements:** It may be possible for the handover between job sharers to be undertaken via the manager. However, provision for changeover/overlap arrangements will be made and such arrangements will be achieved within the normal established total hours, where necessary reducing the total work time span of attendance. The period of overlap will be determined by the line manager in consultation with the job sharers. It is important during any overlap period that job sharers maintain regular effective communication and arrange to update one another after periods of sickness or annual leave, in order to maximise the efficiency of the service.

**Grievance Policy:** Any grievance relating to the interpretation and application of these arrangements/conditions will be raised through the Grievance Policy.

**Flexitime:** Where a system of flexible working hours is in operation, the application of this system to a job share arrangement shall be discussed by the line manager and the individual job sharers and agreed prior to the commencement of the job share.

**Pension:** Enquiries regarding the Local Government Pension Scheme and related matters should be directed in the first instance to the Payroll Section. Prospective job sharers are strongly advised to check the effects on their pension provision, before committing themselves to working less than the normal working week as this will affect their pension entitlements.

**Annual Leave:** Entitlement to annual leave (including extra-statutory days) shall be proportional to the number of hours worked in relation to the normal working week. The entitlement, normally calculated in working days, shall be converted to an entitlement in working hours, in order to avoid any confusion which may arise due to complex working arrangements. It will be possible for job sharers to take annual leave at the same time, subject to the timing of such leave being by prior agreement between a job sharer and his/her manager/supervisor.

**Long Service Leave:** Each job sharer shall be entitled to long service leave based on the individual's continuous service, and proportional to the number of hours worked in relation to the normal working week. The entitlement shall be calculated in working hours, as in the paragraph above.

**Public Holidays:** To ensure that the benefits of public holidays are equitably distributed between job sharers regardless of which days they work, detailed arrangements will be agreed between the line manager and job sharers. The basic principle adopted is that the full-time entitlement to such holidays will be divided between job sharers on a pro-rata basis.

Job sharers will be allocated a "bank" of hours representing their pro rata entitlement to bank holidays and concessionary days. When one of these days arises on a normal working day, the hours that would normally have been worked are deducted from this bank of hours.

**Sick Leave:** Entitlement to sick leave shall be in accordance with National Conditions and based on continuous length of service calculated on an individual basis. Payments for periods of sickness shall be made on a proportional basis according to the number of hours worked.

**Maternity, Paternity and Parental Leave:** Provisions shall be as set out in the national agreement.

**Cover arrangements:** At times of sickness, leave or resignation, cover arrangements will be discussed with the remaining postholder. If possible, he/she may undertake additional hours by mutual agreement.

In the event of one job sharer, for whatever reason, ceasing to continue in the job sharing partnership, the hours of work previously undertaken by that person will be advertised, with the remaining job sharer being informed that they are not precluded from applying if they wish to increase their hours.

The remaining job sharer shall continue to cover their part of the duties of the job until a new appointment is made. Pending a new appointment being made, the Executive Head shall consider, if appropriate and in consultation with the remaining job sharer, what alternative arrangements including a temporary appointment may be required to ensure that the duties of the job are covered on a full-time basis. If appropriate and by mutual agreement the remaining sharer(s) may cover some or all of the duties of the job until a new appointment is made.

If no suitable job sharing partner can be found within a reasonable period (which shall be not less than six months from the last day of service of the previous job sharer or the first advertisement, whichever is the later, and shall take account of the number of times the vacancy has been advertised, being not normally more than two external advertisements), and alternative arrangements for covering the duties of the job have been considered by the Executive Head concerned, in consultation with the relevant trade union, and have been found to be unsuitable, then redeployment will be considered. If all of the above measures fail to resolve the issue and no suitable redeployment opportunity exists, the council reserves the right to terminate the employment of the remaining job sharer. However, this will be considered in consultation were appropriate with the Trade Union and will be regarded as an absolute last resort.

### **Monitoring and review of the Job Share Policy**

The provisions of the job share policy will be kept under review and any proposed changes will be subject to consultation between the council, employees involved and appropriate Trade Union.

### **Term time working**

Term time working means that an employee of the Council can remain on a permanent contract, either on a full time or part time basis, but will have leave of absence to coincide with school holidays.

Term time workers will have the same statutory rights as other employees and entitlement to contribute to the pension scheme (applied on a pro rata basis).

Employees will need to request in writing using Appendix One at least 28 days before to their Executive Head if they wish to work term time only. The Executive Head will consider the operational effects on the other members of the team and the cost and practicability of covering for the employee during the school holidays before agreeing to the request. The Executive Head will meet with the employee to consider a clear