



## **WORK LIFE BALANCE POLICY AND FLEXIBLE WORKING.**

### **1. PRINCIPLE STATEMENT.**

Glasgow Life recognises the benefits to be gained by developing existing working arrangements and introducing new provisions under the auspices of a Work Life Balance Policy. The Company workforce is diverse, women make up more than half the workforce and many employees are working parents, some are lone parents. Most employees will experience child and/or elder care responsibilities during the course of their working lives.

Work Life Balance is about introducing flexible working practices so that all employees, regardless of grade, age, race or gender, can find practical arrangements that allow them to balance/combine their working life with their social, health, family, caring and other responsibilities or aspirations. Good working practices and the benefits that the Company and its employees derive from them are a key to delivering effective services, increasing morale, commitment and improving recruitment and retention of skilled and experienced employees. Flexible working also increases access to employment for disabled job applicants and existing employees who may need to work differently.

This policy is intended to provide a framework for introducing flexible working arrangements to the mutual benefit of employees, the Company and users of the services the Company provides. It takes account of the all relevant employment legislation including the Employment Act 2002.

### **2. RELATED PROVISIONS.**

The existing family friendly provisions within the Conditions of Service are an integral part of the Work Life Balance Policy. These are:-

- Maternity Leave
- Adoption Leave
- Fostering Leave
- Parental Leave
- Maternity Support Leave
- Time off for Dependents
- Leave Connected With Bereavement
- Leave For Medical etc. Treatment
- Other Leave



### **3. FLEXIBLE WORKING.**

The ability to work flexibly is a further key component in assisting individuals to balance work and life responsibilities. The introduction of flexible working can either be employer or employee led (whether individually or collectively). This policy provides a framework, which facilitates flexible working arrangements being considered and where practicable, applied in circumstances where it meets the needs of both parties i.e. the employee and the applicable Department.

### **4. ELIGIBILITY.**

All employees with 26 weeks or more continuous services, regardless of grade, age, race, gender or disability can apply for flexible working. It is recognised that the concept of work-life balance is not only relevant to those with family/caring responsibilities. Eligibility for flexible working is therefore not restricted only to employees with statutory rights to request flexible working i.e. employees with children under 16 years old, disabled children under 18 years old. Flexible working may also be relevant to employees who have elder care responsibilities and/or disabled members of the family or who may prefer different patterns of work for various reasons such as further education, religious observance or interests, responsibilities outside the workplace. It will however be necessary in some circumstances to give priority to employees who have statutory rights to apply for flexible working.

In some cases flexible working arrangements may only be practically and effectively introduced if applied to a distinct group of employees. The policy therefore, allows for either the Company or recognised Trade Unions on behalf of a collective group to initiate proposals.

The Company reserves the right to reject requests and/or review arrangements, where it is apparent that there is a clear conflict of interests and/or the performance of the contract is seriously affected/limited.

### **5. PROCEDURE FOR INDIVIDUAL/COLLECTIVE & EMPLOYER LED REQUESTS.**

The Flexible Working Procedure provides detail on the procedure for individual/collective and employer led requests for flexible working and how these should be managed and administered.

### **6. CORE FLEXIBLE WORKING ARRANGEMENTS.**

The following are considered to be the core flexible working arrangements which can be considered as options:-

- Job Sharing
- Flexible Working Hours
- Reduced Hours/Part-Time Working



- Term Time Working
- Home/Teleworking
- TOIL Arrangements
- Compressed Working Hours
- Shift Working
- Annualised Hours

The above is by no means an exhaustive list of options and others may be considered such as a request to work at a different work location, adjusting the way the pattern of contracted hours are worked, staggered hours etc.

The Company must ensure however, that the advantages of invoking this policy are balanced against the needs of the service and best value. It will be for the relevant Directors to determine and assess those arrangements, which are or may/may not be suitable for the various categories/functions within their Department.

Section 6 of the Flexible Working Procedure provides an outline explanation on how each of the arrangements will operate and the key principles the Company would expect to apply in terms of pay, leave etc. in order to provide a level of consistency and equity.

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## **6.1 Eligibility.**

Employees who make a request for flexible working should have at least 26 weeks continuous service with the Company and should not, normally, have made an application to work flexibly in the past 12 months. For collective applications however, there is no continuous service qualification and the limitation to the number of applications made in a 12-month period applies to the collective group.

### **6.1.1 Definition of a Carer.**

The definition of a 'carer' covers any employee who is or expects to be caring for an adult who:

- Is married to, or the partner/civil partner of the employee;
- Is a near relative of the employee (including parents, parent-in-law, adult child, adopted adult child, siblings (including those who are in-laws), uncles, aunts, grandparents and step relatives;
- Falls into neither but lives at the same address as the employee.

In making an application, the applicant(s) will state the grounds for it including the reason why the preferred working pattern is required.

Although applications are not limited to those who have childcare or adult care responsibilities, in certain circumstances precedent may be given to these applicants.

Applicants with child care responsibilities will, therefore, state whether they are, married to (or are the civil partner of) the mother, father, adopter, guardian or foster parent of a child aged under 16 (or under 18 where disabled). They will also state whether they have responsibility for the upbringing of the child and are making the application to enable them to care for the child.

Applicants with adult care responsibilities will state whether they have responsibility for the care of a person aged 18 or over who is married to (or are the civil partner of) the employee, is a near relative of the employee, or lives at the same address as the employee.

In some cases flexible working arrangements will only be practically and effectively introduced if done for a distinct group of employees.

The procedure, therefore, allows for either the Company or recognised Trade Unions on behalf of a collective group to initiate proposals.

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## **6:2 Procedures for individual employee requests.**

### **6:2.1 Application Process.**

An employee should submit an application to the appropriate Manager in respect of the core flexible working conditions, any variant thereof or any alternative working arrangements.

Specific arrangements in terms of the Core Flexible Working Conditions are contained in Section 6:6 of this procedure. The application must set out the reason why the preferred working pattern is compatible with the needs of the Service and provide, as far as possible, an explanation of what effect the proposed change will have on the Service and how this effect might be dealt with. While the pattern requested will normally be one of the core flexible working arrangements, where this is not the case the application must also detail the pattern requested in terms of start and finish times, days to be worked etc.

Where it can be reasonably foreseen that the implementation of the preferred working arrangement will have an effect on the working pattern or type of work performed by any other employee or group of employees the application will identify these employees. It will also state how the effect might be dealt with, whether the applicant has discussed the effect with the other employee(s) affected and what their reaction to the effect is.

Applications must contain a date where it is proposed that the revised working pattern will become effective. This date must be at least 12 weeks in advance of the date the application is submitted to allow sufficient time for the application to be considered and, if agreed, for arrangements to be put in place in terms of implementation.

The relevant Manager, on receipt of an application to work flexibly, will initially ensure that the applicant is eligible. Thereafter, a meeting will be arranged with the eligible employee concerned, and his/her representative, if they so wish, within 28 days of receiving the application.

### **6:2.2 Considerations**

The meeting will discuss the application, the effect of the proposed change in terms of the needs of the Service, any strategies to address this and any appropriate compromises to the requested working pattern. The meeting will also discuss the specific terms and conditions associated with flexible working.



In arriving at a decision on the proposal the Manager will take the following into account:-

- Whether the proposal is consistent with any precedent or agreed practice within the Service, Occupational Group or Company.
- Whether the request is consistent with one of the menu of Core Flexible Arrangements contained in Section 6.
- The current operating hours of the Service and the impact of the proposed change on the ability of the Service to meet demands.
- Whether there is an impact on opening hours and the ability of the Service to alter opening hours.
- The amount and sufficiency of work available during the proposed hours/pattern of work.
- Whether there is an impact on the work of other employees and if so the ability of the

Service to organise the work amongst other employees.

- Whether there is an impact on existing work patterns or arrangements within the Service and if so the ability of the Service to organise the work in some other way.
- Whether there is any impact on the Service's ability to manage and supervise employees.
- The number of employees already accommodated.
- The impact on other employees, the Service or the Company.
- Whether other, more suitable alternative arrangements or work patterns are possible.
- The costs of the proposal, including any costs associated with recruitment, training, increased supervision or administration and any required alterations to equipment or buildings etc.
- The ability to recruit and retain employees.
- The impact on employee(s) career development.
- Whether any trial period would be appropriate in the circumstances.



- What arrangements need to be put in place to review the operation of the proposal.
- The impact on terms and conditions of employment including pay and allowances.
- Any planned organisational changes

**The list is not exhaustive.**

In particular the Senior Manager will identify whether the proposal affects the working pattern or type of work performed by any other employee(s). Having defined an effect the Senior Manager will discuss this with the affected employee(s). This may require a further meeting to be arranged with the applicant to discuss the position adopted by any other affected employee(s) and what effect this might have on the proposal. This further meeting will take place within 14 days of the original meeting.

The senior Manager will also consider whether an applicant has a statutory right to be considered in terms of the Employment Act 2002 and will give precedence to such applications in comparison with other applicants who do not possess a statutory entitlement. It may be appropriate to approve certain applications from applicants who do not have a statutory entitlement on a trial basis if it can reasonably be foreseen that competing applications are to be expected from statutorily entitled employees.

**6:2.3 Form of Decision.**

The Manager will confirm his decision on the application to the applicant, in writing, within 14 days of the meeting. The form of the decision will be one of the following: -

**6:2.3.1 Application or Variant Thereof Approved.**

**That the proposal is accepted.** In this event, the letter from the Senior Manager will determine the start of the arrangement on the basis of the exigencies of the Department, although taking into account the start date requested by the applicant.

The letter will also detail any other relevant implementation issues including the definition of the specific terms and conditions which will apply to the arrangement. A revised Statement of Particulars will be issued to the applicant.





**That as a compromise a variant to the requested arrangement is agreed.**

In this event the Senior Manager will define the compromise arrangement in the letter and, as above, determine the start date of the arrangement, the specific terms and conditions which are to apply to it and any other relevant implementation issues. A revised Statement of Particulars will be issued to the applicant.

It should be noted that, if agreed, the change in working pattern will represent a permanent contractual change. This does not preclude an employee from requesting that any change be for a limited and defined period of time and a request of this nature will be considered by the relevant Senior Manager.

Equally, the Manager may determine that the arrangement be introduced on a trial basis for a limited, defined period of time. If the arrangement is implemented for a trial period the Manager will arrange a meeting with the applicant/Trade Union/nominated representative, prior to the end of the trial period, to discuss whether the trial has been successful.

If in the view of the Senior Manager the trial has not been successful the application will be rejected on this basis and the applicant /Trade Union/nominated representative advised in writing of the business ground(s) and circumstances that apply. A right of appeal, as detailed in this procedure, will exist.

**6:2.3.2 Application or Variant Not Approved.**

**That the proposal is rejected.** In this event, the Manager will confirm the decision, in writing, within 14 days of the meeting. Such notification will contain a reference to the needs of the Service ground(s) on which the decision is based and also contain an explanation of why these apply in the circumstances. The circumstances need to be clearly relevant to the needs of the Department's ground(s) quoted.

Examples of appropriate needs of the Department's grounds are, as follows: -

- The burden of additional costs.
- Detrimental effect on the ability to meet client demand.
- Inability to recruit additional staff.
- Detrimental impact on quality of service.
- Detrimental impact on performance.
- Insufficiency of work during the periods the employee proposes to work.
- Planned structural changes.

**The list is not exhaustive.** The letter advising an employee that an application to vary a working pattern has been rejected will notify the employee of his/her right of appeal.

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### **6:3 Procedure for collective applications.**

#### **6:3.1 Application Process.**

Collective applications should be submitted, by the relevant Trade Union or nominated representative to the appropriate Manager and include details of the applicants including names, job titles and locations in respect of the Core Flexible Working Conditions, any variant thereof or any alternative working pattern. Specific arrangements in terms of the Core Flexible Working Conditions are contained in Section 6:6.

The application must set out the reason why the preferred working pattern is compatible with the needs of the Service and provide, as far as possible, an explanation of what effect the proposed change will have on the Service and how this effect might be dealt with.

While the pattern requested will normally be one of the core flexible arrangements, where this is not the case the application must also detail the pattern requested in terms of start and finish times, days to be worked etc and any variations thereof within the collective group.

Where it can be reasonably foreseen that the implementation of the preferred working arrangement will have an effect on the working pattern or type of work performed by any other employee or group of employees the application will identify these employees.

It will also state how the effect might be dealt with, whether the effect has been discussed with the other employee(s) affected and what their reaction to the effect is.

Applications must contain a date where it is proposed that the revised working pattern will become effective. This date must be at least 12 weeks in advance of the date the application is submitted to allow sufficient time for the application to be considered and, if agreed, for arrangements to be put in place in terms of implementation.

The relevant Senior Manager, on receipt of an application to work flexibly will initially ensure that the collective application is eligible. Thereafter, a meeting will be arranged with the relevant Trade Union/nominated representative within 28 days of receiving the written application to vary the working pattern. It may be necessary for a number of meetings to be held to discuss the application and it will also be possible for informal meetings to be held out with this procedure.

### **6:3.2 Considerations.**

In arriving at a decision on the proposal the Senior Manager will take the following into account:-

- Whether the proposal is consistent with any precedent or agreed practice within the Department, Service, Occupational Group or the Company.
- Whether the request is one of the menu of Core Flexible Arrangements.
- The current operating hours of the Service and the impact of the proposed change on the ability of the Service to meet demands.
- Whether there is an impact on opening hours and the ability of the service to alter opening hours.
- The amount and sufficiency of work available during the proposed hours/pattern of work.
- Whether there is an impact on the work of other employees and if so the ability of the Service to organise the work amongst other employees.
- Whether there is an impact on existing work patterns or arrangements within the Service and if so the ability of the Service to organise the work in some other way.
- Whether there is any impact on the Service's ability to manage and supervise employees.
- The number of employees already accommodated.
- The impact on other employees, the Service or the Company.
- Whether other, more suitable alternative arrangements or work patterns are possible.
- The costs of the proposal, including any costs associated with recruitment, training, increased supervision or administration and any other required alterations to equipment or buildings etc.
- The ability of the Service to recruit and retain employees.
- The impact on employee(s) career development.
- Whether any trial period would be appropriate in the circumstances.
- What arrangements need to be put in place to review the operation of the proposal.
- The impact on terms and conditions of employment including pay and allowances.
- Any planned organisational changes.

**This list is not exhaustive.**

In particular the Senior Manager will identify whether the proposal affects the working pattern or type of work performed by any other employee(s). Having defined an effect the Manager will discuss this with the affected employee(s). This may require a further meeting to be arranged with the Trade Union/nominated representative to discuss the position adopted by any other affected employee(s) and what effect this might have on the proposal. This further meeting will take place within 14 days of the original meeting.



The Manager will also consider whether any of the applicants have a statutory right to be considered in terms of the Employment Act 2002 and will give precedence to such applicants both within the collective group and in comparison with other applications from employees without a statutory right to be considered.

### **6:3.3 Form of Decision.**

The Senior Manager will confirm his/her decision on the application, individually to each applicant and the Trade Union/Nominated Representative, in writing, within 14 days of the final meeting. The form of the decision will be one of the following: -

#### **6:3.3.1 Application or Variant Thereof Approved.**

**That the proposal is accepted.** In this event, the letter from the Manager will determine the start date of the arrangement on the basis of the exigencies of the Department, although taking into account the start date proposed by the applicants. The letter will detail the collective agreement being entered into and will also specify any other relevant implementation issues including the definition of the specific terms and conditions which will apply to the arrangement. This will include any review mechanisms or arrangements to terminate the agreement.

**That as a compromise a variant to the requested arrangement is agreed.** In this event the Senior Manager will define the compromise arrangement in terms of the collective agreement being entered into and, as above, determine the start date of the arrangement, the specific terms and conditions which are to apply to it and any other relevant implementation issues. This will include any review mechanism or arrangements to terminate the agreement.

It should be noted that, if agreed, the change in working pattern will be expressed as a collective agreement.

This does not preclude the Trade Union/Nominated Representative from requesting that any change be for a limited and defined period of time and a request of this nature will be considered by the relevant Senior Manager.

Equally, the Senior Manager may determine that the arrangement be introduced on a trial basis for a limited, defined period of time. If the arrangement is implemented for a trial period the Senior Manager will arrange a meeting with then applicants/Trade Union/nominated representative to discuss whether the trial has been successful. If it is the view of the Senior Manager the trial has not been successful the application will be rejected on this basis and the applicants/Trade Union/nominated representative advised in writing of the business ground(s) and circumstances that apply. A right of appeal, as detailed in this procedure, will exist.



### **6:3.3.2 Application Or Variant Not Approved.**

**That the proposal is rejected.** In this event, the Manager will confirm the decision, in writing, within 14 days of the meeting. This notification will contain a reference to the needs of the Service ground(s) on which the decision is based and also contain an explanation of why the needs of the Service ground(s) applies in the circumstances. The circumstances need to be clearly relevant to the needs of the Service ground(s) quoted.

Examples of appropriate needs of the Service grounds are, as follows: -

- The burden of additional costs.
- Detrimental effect on the ability to meet client demand.
- Inability to recruit additional staff.
- Detrimental impact on quality of service.
- Detrimental impact on performance.
- Insufficiency of work during the periods the employee proposes to work.
- Planned structural changes.

This list is not exhaustive.

The letter advising the relevant Trade Union/nominated representative that an application to vary a working pattern has been rejected will also form the notification of right of appeal.

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### **6:4 Procedure for management initiated proposals.**

Where a Service proposes to introduce a flexible working arrangement, the appropriate Senior Manager will present the proposal to the relevant Trade Union/affected employee(s), in writing, identifying the employee(s) affected, detailing the proposed working arrangement and defining a date when it is proposed that the arrangement be introduced.

This date must be at least 12 weeks in advance of the date the proposal is presented to the Trade Union/affected employee(s) to allow sufficient time for it to be considered and, if agreed, for arrangements to be put in place in terms of implementation. It will also detail why the proposed working pattern is compatible with the needs of the Service and the manner in which it is intended that it be introduced.

A meeting will be arranged with the relevant Trade Union to discuss the proposal, normally to take place within 28 days of the proposal being presented to the relevant Trade Union/affected employee(s). It may be necessary for subsequent meetings to take place to discuss the proposals and it will also be possible for informal meetings to be held out with this procedure.



The purpose of the meeting will be to discuss the proposal, any compromise suggested, the specific terms and conditions associated with the proposed arrangement and the manner and date of implementation. If the proposal or a compromise is agreed with the Trade Union/affected employee(s) the Manager will write to the Trade Union/affected employee(s) detailing the date when the arrangement will commence and any other relevant implementation issues including the definition of specific terms and conditions which will apply to the arrangement.

Although the change in working pattern will represent a collective agreement this does not preclude the arrangement being for a limited, defined period of time, which might include a trial period. If at the end of the trial period the Senior Manager or the Trade Union/affected employees consider that the trial has been unsuccessful the proposal will be considered rejected and the matter, in terms of this procedure, will have been concluded.

If the proposal or a compromise cannot be agreed between the Service and the Trade Union/affected employee(s) the matter, in terms of this procedure, will have been concluded.

#### **Administrative Note.**

Applicants have a right to be accompanied by a trade union representative/official or employee of their choice throughout all stages of the procedure. The timings referred to above may be varied with the agreement of both applicant(s) and Manager.

Applications to work flexibly can include patterns that in normal circumstances would lead to the introduction of premium rate payments. In normal circumstances, enhanced payments/allowances will not apply to approved applications for flexible working.

The Company reserves the right to review any approved flexible working arrangement at any point after introduction if it can be shown that continuation of the arrangement represents a conflict of interest and/or the performance of the Contract of Employment is seriously affected/limited.

If a decision is taken by a Service to discontinue an individual arrangement on these grounds the Manager will notify the employee affected and the relevant Trade Union. A meeting will be arranged to discuss the implications of the Department's decision and to seek agreement to change the working arrangement. This might involve reverting to the previous arrangement or to an alternative arrangement. If an agreement cannot be reached the Service will make every attempt to identify alternative employment for the affected employee. In any event the employee operating the arrangement will be given 12 weeks notice of an intention to terminate the arrangement.



In the case of collective arrangements, mechanisms to review an approved flexible working arrangement at any point after introduction or to terminate an arrangement will be as defined in the relevant collective agreement.

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## **6:5 Appeals procedure.**

If the Senior Manager rejects an application and/or if any compromise suggested does not meet with the agreement of both the Service and the applicant, a right of appeal exists. Equally, a right of appeal exists where it is proposed to discontinue a preferred working pattern after a trial period.

This does not preclude the ability of any side to seek an informal meeting in order to resolve any outstanding issues prior to the commencement of the formal appeal process.

Appeals against a decision to reject an application to work flexibility or against a decision to discontinue an arrangement will be made to the relevant Director, in writing, detailing the grounds on which the appeal is based within 14 days of receiving written notification that the application or a compromise has been rejected or that discontinuation has been determined.

On receipt of a notification of appeal the Director or nominated depute will arrange a meeting with the appellant and his/her representative or alternatively the relevant Trade Union in respect of a collective application, to discuss the grounds of appeal and the reason for the rejection or decision to discontinue.

At the appeal meeting the opportunity will be given for both the appellant(s)/Trade Union/nominated representative and the Senior Manager who made the decision to reject/discontinue the application/arrangement to explain their positions.

The decision of the appeal will be communicated to the appellant within 14 days of the appeal meeting. The decision will be as for the original decision i.e. to agree the application, to reject the application or to agree a compromise.

If the application or a compromise is agreed following the appeal the Manager will implement the revised working arrangements in the terms determined at appeal.

If the application is rejected following appeal the applicant/Trade Union will be advised of the reason for rejection in terms of the business reason(s) and the circumstances applying to this. The applicant(s) will also be advised that this concludes the Company's appeals procedure.

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## **6:6 Core flexible working arrangements.**

As previously stated flexible working is defined by a change in the hours, the times or the location an employee is required to work. This potentially is limitless and the requirement is for the employer to consider all requests placed before them. The Company already operates a series of flexible arrangements and it is intended to detail these and augment them to provide a menu of options for employees.

Not all options are applicable in all business areas for business/service reasons therefore each Service will require to ascertain whether an option is appropriate to the service requirements of the particular business area.

The attached information provides an outline explanation on how each of the undernoted arrangements may operate and the key principles the Company would expect to apply in terms of pay leave etc. to provide a level of consistency and equity.

### **Menu of options:**

- Job Sharing
- Flexible Working Hours
- Reduced Hours/Part time working
- Term time working
- Home/Teleworking
- TOIL arrangements
- Compressed working hours
- Shift Working
- Annualised hours

Further information on the applicability of the flexible working arrangements to your post/circumstances should be discussed with Human Resources.

### **6:6.1 Job sharing.**

### **6:6.2 Definition.**

Job Sharing is defined as the voluntary sharing by two persons of all the duties of an established post with the salary and appropriate conditions of service shared on a pro-rata basis. The arrangement normally involves an equal split of the post and is only appropriate where there is a Service need for duties to be shared. If the work of the post is carried out by two or more individuals working autonomously then the Reduced Hours/ Part Time Working provisions should be utilised.

### **6:6.3 Principles.**

Job Sharing is available to prospective employees and existing employees





who wish to reduce their hours.

Subject to assessment of the circumstances and provided that operational requirements are fully met, the relevant Director may agree to an employee holding appointments to two job share posts.

#### **6:6.4 Eligibility.**

All posts whether permanent, temporary, full and part time and accordingly all employees can make application to job share.

For a vacant post the usual recruitment procedure will be followed to decide if the job share applicant is suitable for the post.

An existing job sharer can apply for all posts advertised by the Company either on a job share or full time basis.

#### **6:6.5 Applications for job sharing.**

Employees wishing to job share must submit their request as per the procedure detailed in Section 6:2.

A request can be submitted by two individuals who hold the same substantial post and are on identical grades.

#### **6:6.6 Sharing arrangements.**

A post may be shared by two persons on a split-day or split- week basis giving each employee a pro-rata share of the hours of the post on either a morning or afternoon basis, 2/3 days on alternate weeks or any other pattern deemed acceptable by the Director.

Any necessary overlap periods between sharers will be decided by the Director having regard to the needs of the job and the sharing arrangements.

#### **6:6.7 Application of salary/pay scale.**

Job Sharers will be graded according to the salary/pay scale applicable to the post and will be paid on a pro rated basis. Both employees may be paid different spinal column points but will be paid within the same salary/wage range. Incremental progression will be in accordance with the conditions applying to full-time employees.

If allowances/enhancements would normally be paid, in respect of actual hours of work, these will be considered taking account of all the circumstances.



#### **6:6.8 Overtime.**

Overtime/allowances may be paid according to the working patterns.

These arrangements will be considered and defined in the statement of particulars.

#### **6:6.9 Annual leave.**

The annual leave entitlement for job sharers will be determined by their working pattern as a pro rata share of the entitlement for full time employees.

#### **6:6.10 Public holidays.**

Public holidays will be granted as a pro rata share of the entitlement for full time employees.

Over the year where the public holiday falls more favourably to one job sharer due to the agreed working arrangements the manager will switch the rotas at various times throughout the year, as close to the actual public holiday as possible, to correct the imbalance.

#### **6:6.11 Training.**

Job sharers will be given the same access to training as all other employees.

#### **6:6.12 Remaining conditions of service.**

All other conditions of service will apply to job sharers, adjusted where appropriate to reflect their reduced working week. An individuals continuous service will not be affected by job sharing.

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### **6.7 Flexible working hours.**

#### **6:7.1 Definition.**

Flexible working hours allows employees to arrange their working hours within a broad time span. Certain hours are designated core hours when attendance is necessary, outwith the core hours there is flexibility to organise attendance subject to the exigencies of the service and cover requirements.

#### **6:7.2 Principles.**

Flexible working hours may be introduced to extend the period of the working day and improve service delivery. Work outwith normal opening hours will



only be permitted where there is work to be done.

### **6:7.3 Eligibility.**

Posts that have been designated as having flexible working hours accordingly all employees in these posts can operate flexible working hours.

### **6:7.4 Operation of the scheme.**

The core hours and bandwidth and credit/debit levels will be set by the Management subject to local considerations. Employees will be required to complete enough working hours per accounting period equivalent to standard hours.

Actual attendance will be recorded at the end of the accounting period with agreed maximum time credits being carried forward. Agreed time debit limits will be subject to scrutiny, infringement of these may result in flexible working hours being withdrawn and a reversion to standard hours.

### **6:7.5 Leave.**

Subject to the exigencies of the Service “flexi leave” may be granted.

Employees will require to have the necessary number of hours accrued when making the request and prior to observing the leave.

The maximum leave permitted in any accounting period will be determined at service level but in any event will not exceed two days per accounting period or the pro rated equivalent.

Leave to attend dental or doctors appointments will be granted outwith core time unless in exceptional circumstances. Should leave within core time be necessary, the hours will be deducted from the employee’s balance.

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## **6.8 Reduced hours/part time working.**

### **6:8.1 Definition.**

Part time working is defined as any situation where an employee works less hours than a standard working week.

### **6:8.2 Principles.**

Some posts are naturally part time due to business requirements and the number of hours required for the effective execution of the post.



Where the post is deemed to be full time and there is a wish by the employee to reduce their hours, an application may be made in accordance with the flexible working procedure.

### **6:8.3 Eligibility.**

All employees whether full or part-time, permanent or temporary can make application to work part time and have their application seriously considered however this may not be possible to accommodate in every post.

It is possible to hold a number of part time posts within the Company.

### **6:8.4 Pay.**

Employees will be paid on a pro rated basis according to the number of hours worked.

Incremental progression will be in accordance with the conditions applying to full time employees.

No enhanced payments will normally be made unless specified in the employees contract.

### **6:8.5 Overtime.**

Overtime payments may be made when there is time worked in addition to the normal pattern. These arrangements will be considered and defined in the statement of particulars.

### **6:8.6 Annual leave.**

The annual leave entitlement for part time staff is dependent on length of service, and will be paid on a pro rated basis. Care should be taken to ensure that if individuals work varying hours on different days that this is taken into account when requesting and approving annual leave.

### **6:8.7 Public holidays.**

Public holidays will be granted as a pro rata share of the entitlement for full time employees.

Managers should ensure that all employees receive their appropriate entitlement to public holidays by the end of the leave year.



#### **6:8.8 Remaining conditions of service.**

All other conditions of service will apply to part time workers.

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#### **6:9 Term time working.**

##### **6:9.1 Definition.**

Term time working is defined as employees working on a full or part time basis during the education school terms.

##### **6:9.2 Principles.**

An employee will remain on a permanent contract but will observe all of the school holidays.

##### **6:9.3 Eligibility.**

Only normally applicable to educational establishments where there are fixed holiday arrangements or to groups who service the education sector but does not preclude other Services/working groups.

##### **6:9.4 Pay.**

Payment will be made over the full calendar year on a pro rated basis.

##### **6:9.5 Overtime.**

Overtime may be paid outwith the working pattern. These arrangements will be considered and defined in the statement of particulars.

##### **6:9.6 Annual leave.**

All leave will normally be observed outwith term time, no facility exists for floating annual days or to observe leave outwith the recognised holiday periods.

##### **6:9.7 Remaining conditions of service.**

All other conditions of service will apply to term time workers. [Back to top](#)

#### **6.10 Home/Teleworking.**



#### **6:10.1 Definition.**

Home/teleworking is defined as time spent working outwith the office environment. Employees workplace could therefore be their home or one or more locations owned by Culture and Sport Glasgow. This arrangement could be for all or part of the week and normally involves communication resources and Information Technology to facilitate communication with colleagues.

#### **6:10.2 Principles.**

Home/teleworking will be considered where it is feasible to do so given the nature of the post i.e. the duties may be carried out without the need for face to face contact.

The duties must have measurable outputs.

The employee must have suitable accommodation from which to work.

Working hours will be agreed in advance to allow specific measurable targets to be set and monitored. Employees will be required to attend the office as directed by the line manager.

#### **6:10.3 Eligibility.**

Employee's who are in posts that have been designated suitable for home/teleworking by the relevant Director. Individuals must have suitable premises/room to accommodate equipment/desk etc.

#### **6:10.4 Operation of the scheme.**

Employees will be required to complete enough working hours per accounting period equivalent to standard hours.

Notional attendance will be recorded as standard hours however the ability exists to organise the working time to suit personal circumstances.

No allowances/enhancements will normally be paid in respect of actual hours of work however these may be considered taking account of the circumstances.

The service will meet the cost of installation of any ICT equipment and pay for basic line rental. Employees will be responsible for the cost of any private use of the system(s) although this should be limited to exceptional circumstance.

All equipment remains the property of the Company and must be returned to the Company on cessation of the home/teleworking arrangement or contract of employment.



Employees are required to notify their insurance companies of the arrangement and seek formal confirmation that this fact is noted on the relevant policy.

Employees are required to ensure that there is a safe working environment. Prior to the commencement of the home/teleworking arrangement a risk assessment will be carried out and information and training will be provided as necessary.

#### **6:10.5 Leave.**

Annual leave entitlement will be credited as per normal arrangements, requests for leave must be notified to the supervisor and approved in advance. No leave will be carried forward beyond 31st January.

#### **6:10.6 Sickness Absence.**

Normal conditions of service apply and employees must notify their supervisor before 10 a.m. on the first, fourth and every seventh day thereafter for the duration of the absence. Notional standard hours will apply regardless of the actual hours intended to be worked on the day of sickness.

#### **6:10.7 Remaining conditions of service.**

All other conditions of service will apply to home/teleworkers.

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#### **6:11 Time off in lieu arrangements.**

##### **6:11.1 Definition.**

Time off in lieu (TOIL) is defined as time off granted with pay to compensate for additional hours worked outwith standard working hours or flexible working hours bandwidths.

##### **6:11.2 Principles.**

Time off in lieu will be granted where there has been a requirement for employees to work additional hours and no overtime payments or other allowances have been paid.

The period of the time off requested must be agreed in advance with the supervisor subject to the exigencies of the Department.





TOIL will be retained for a limited period and should be observed as soon as reasonably practical unless in exceptional circumstances and by prior agreement.

No payment for unobserved TOIL will be made.

#### **6:11.3 Eligibility.**

Employees in posts where ad hoc additional hours may be required to meet the needs of the service, or where one off special projects necessitate work outwith the standard working hours.

#### **6:11.4 Operation of the scheme.**

Employees will be required to agree with their supervisor in advance that TOIL will be granted for the hours worked.

The number of hours will be recorded and observed as per section 2. No allowances/enhancements will normally be paid in respect of actual hours of work.

TOIL should be recorded accordingly on individual record cards.

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### **6:12 Compressed working hours.**

#### **6:12.1 Definition**

Compressed working hours is defined as full time working hours being worked over fewer days e.g. 4 on 4 off or 9 day fortnight.

#### **6:12.2 Principles.**

Employees will be required to work for a longer period each day for fewer days. The equivalent number of hours to a standard working week over the relevant accounting period will therefore be worked.

For all compressed working hours the first day off will be designated a free day.

#### **6:12.3 Eligibility.**

Compressed working hours will normally be a management led initiative and may most regularly apply in 24 hour operations. There must be sufficient operational work available to justify the time spent.



#### **6:12.4 Operation of the scheme.**

Employees will be required to work additional hours on a daily basis as per agreed working patterns.

#### **6:12.5 Pay.**

Pay will be calculated into equal amounts as determined by the pay period.

No allowances/enhancements will normally be paid in respect of actual hours of work however these may be considered taking account of the circumstances.

#### **6:12.6 Annual leave.**

Depending on the compressed working hours arrangement in place annual leave may be pro rated.

#### **6:12.7 Public holidays.**

If rostered to work on a public holiday as part of the compressed working hour's arrangement, appropriate enhancements and/or time off in lieu should be granted. Managers must ensure that by the end of the leave year all employees have received their correct entitlement to public holidays.

#### **6:12.8 Health & Safety.**

Care should be taken to ensure that long periods are not worked that might lead to excessive fatigue or be in contravention of working time regulations. Consideration should be given to access to the building, security and personal safety.

#### **6:12.9 Remaining conditions of service.**

All other conditions of service will apply to employees operating a compressed working hours arrangement.

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### **6:13 Shift Working.**

#### **6:13.1 Definition.**

Shift working is defined as an employee who works on:-

- rotating shifts in immediate succession covering 24 hours.
- alternating shifts covering a period of more than 11 hours.
- other patterns which are neither rotating or alternating **and**



vary according to a pre-determined roster.

### **6:13.2 Principles.**

Employees will be required to work a series of shifts over a prearranged rota. The number of hours required on each shift may vary but will not exceed the equivalent number of hours to a standard working week over the year. In any week where the roster provides 2 non working days one will be designated a rest day and one a free day. Where one of the days is Sunday it shall always be designated as the rest day otherwise the first day off will be the free day and the second will be designated the rest day.

### **6:13.3 Eligibility.**

Shift working will normally be a management led initiative and may most regularly apply in business areas that provided extended opening hours or 24 hour operations.

### **6:13.4 Operation of the scheme.**

Shift workers will be required to work as per the designated rota/working patterns.

Where the payment of an allowance/enhancement is appropriate this will be detailed in the employee's Statement of Particulars.

Where the shift patterns include a night shift, employees will require to attend a night worker assessment with the Company's Occupational Health Provider in order to demonstrate fitness to undertake night work.

### **6:13.5 Pay.**

Pay may be calculated into equal amounts as determined by the pay period.

Allowances/Enhancements may be paid according to the pattern of shifts worked unless included in the rate for the job. Requesting to work a shift pattern will not normally attract any additional allowances.

Any allowance paid will not be enhanced when calculating payments for overtime or work on a public holiday.

### **6:13.6 Overtime payments.**

Overtime payments may be made when there is time worked in addition to the prescribed hours for a shift. These arrangements will be considered and defined in the Statement of Particulars.



### **6:13.7 Public holidays.**

If rostered to work on a designated public holiday as part of the shift pattern, appropriate enhancements and/or time off in lieu will be granted.

### **6:13.8 Annual leave.**

Entitlement will be pro rated depending on the hours worked. If the pattern involves weekend working Managers should ensure that weekend leave is restricted proportionately.

### **6:13.9 Remaining conditions of service.**

All other conditions of service will apply to shift working employees.

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## **6:14 Annualised hours.**

### **6:14.1 Definition.**

Annualised hours is defined as a system where the number of hours worked on an annual basis is configured to meet service imperatives taking account of seasonal factors e.g. longer working days in summer and shorter working days in winter.

### **6:14.2 Principles.**

The number of hours, required to be worked, will seasonally vary but will not exceed the equivalent number of hours to a standard working week over the year.

### **6:14.3 Eligibility.**

Normally management led, groups of employees will have their working pattern adjusted on a seasonal basis based on service requirements. This may however also suit individuals whether temporary, permanent, full or part-time who wish to work long hours at times to allow shorter hours at others.

### **6:14.4 Operation of the scheme.**

Employees will work agreed number of hours that will vary depending on seasonal factors. By the end of the year employees will have worked the annual hour's equivalent to a full time employee.

### **6:14.5 Pay.**



Pay will be calculated into equal amounts as determined by the pay period.

No allowances/enhancements will normally be paid in respect of actual hours of work.

Any employee who leaves part way through a year will have their final pay adjusted accordingly.

#### **6:14.6 Annual leave.**

Annual leave will not be pro rated during the periods of longer working hours as the pay has been equalised. Employees will be entitled to leave dependent on their length of service, this will be expressed as hours.

#### **6:14.7 Public holidays.**

An employee's entitlement to public holidays will not be affected because they work annualised hours.

#### **6:14.8 Remaining conditions of service.**

All other conditions of service will apply to employees working annualised hours.

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