

**Public**  
**Key Decision - No**

## HUNTINGDONSHIRE DISTRICT COUNCIL

**Title/Subject Matter:** HR Policy Update

**Meeting/Date:** Employment Committee – 07 February 2024

**Executive Portfolio:** Cllr Lara Davenport Ray (LDR)

**Report by:** Strategic HR Manager (NB)

**Ward(s) affected:** N/A

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### Executive Summary:

As noted in the November 2022 committee meeting HR are undertaking a programme of reviewing and refreshing our current policies to ensure that they are accurate, legally compliant and reflect current practice within HDC. We are therefore bringing the next set of policies we have reviewed to you.

The policies reviewed in this period are:

- Flexible working scheme
- Pensions discretion policy

Summary of the changes:

Policy	Amendments
Flexible working scheme	Policy amended to reflect statutory changes in flexible working rules, and updated to reflect current working practices.
Pensions discretion policy	Reviewed to update with current figures, added a change of discretion to allow for shared cost AVC's. By making this change of discretion it will allow for HDC to offer salary sacrifice additional voluntary contributions. This will allow staff to save more towards retirement whilst saving tax and NI on the contributions.

Full copies of the policies are included in the appendices for your information.

### Recommendation(s):

The Committee is asked to consider and endorse the updated policies.

## **1.0 PURPOSE OF THE REPORT**

- 1.1 The report draws Committee attention to the revised policies and that we are seeking endorsement to use the new format and the changed pension discretion.

## **2.0 WHY IS THIS REPORT NECESSARY/BACKGROUND**

- 2.1 The main reason for these policies being updated is to ensure that we have legally compliant, up to date and in line with current processes policies that are accessible for all to use.
- 2.2 The amended pension discretion will allow for additional benefits to be offered to staff.
- 2.3 It also ensures we have correct version control on the document to reflect any changes as we move forward.
- 2.4 Finally, this will ensure that all policies going forward will reflect the correct employee representative groups.

## **3.0 KEY IMPACTS / RISKS**

- 3.1 Having up to date policies that are regularly reviewed ensure that we are legally compliant and that our processes are robust by following them, reducing any risks of potential future claims.

## **4.0 WHAT ACTIONS WILL BE TAKEN/TIMETABLE FOR IMPLEMENTATION**

- 4.1 The updated policies will replace the current policies on our employment policy section of the intranet.
- 4.2 Shared costs AVC will be launched in line with procurement timelines.

## **5.0 LINK TO THE CORPORATE PLAN, STRATEGIC PRIORITIES AND/OR CORPORATE OBJECTIVES**

*(See Corporate Plan)*

- 5.1 To have an engaged and motivated workforce, as part of being a more efficient and effective council – through updated, clear employment policies.

## **6.0 CONSULTATION**

- 6.1 Senior Leadership Team, the Employee Representative Group and UNISON have been briefed and given the opportunity to review the proposed policy changes and support them.

## **7.0 REASONS FOR THE RECOMMENDED DECISIONS**

- 7.1 Adoption of the revised policies will ensure that HDC is legally compliant and has a clear trail of policy amendments.

## **LIST OF APPENDICES INCLUDED**

Appendix 1 – Flexible working scheme  
Appendix 2 – Pensions Discretion Policy

## **CONTACT OFFICER**

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Appendix 1.

# Flexible Working Scheme

## Version 1.1

<b>Version Control</b>			
<b>Version</b>	<b>Author</b>	<b>Date</b>	<b>Changes</b>
1.1	Lisa Morris	February 2024	Added front cover for version control. Added new legal requirements effective from 1 April 2024: Day one right to request flexible working, ability to make 2 requests within 12 months, employees not needing to explain what effect changes would have on organisation and timescale for response. Added clarification where needed changed Staff Council to ERG, SMT to Senior Leadership Team and Heads of Service to Service Managers.

Name of Policy:	Flexible Working Scheme
Person/posts responsible:	Strategic HR Manager
Date approved/adopted:	February 2024
Approved by:	Employment Committee
Review Date:	February 2026

# Flexible Working Scheme

## 1.0 Introduction

- 1.1 Huntingdonshire District Council (HDC) utilises flexible working practices as part of its commitment to helping employees achieve work/life balance and improve business efficiency.
- 1.2 This document summarises the flexible working arrangements that operate within HDC and the procedure that should be followed by employees and managers when making and considering flexible working requests.

## 2.0 Aims

- 2.1 HDC believes that flexible working can increase employees' motivation, promote work-life balance, reduce employee stress and improve performance and productivity.

By adopting flexible working practices, HDC aims to:

- ensure flexibility in service delivery;
- proactively respond to 'family friendly' legislation;
- support employees that request time off to train;
- enhance its reputation as an 'employer of choice'.

## 3.0 Principles

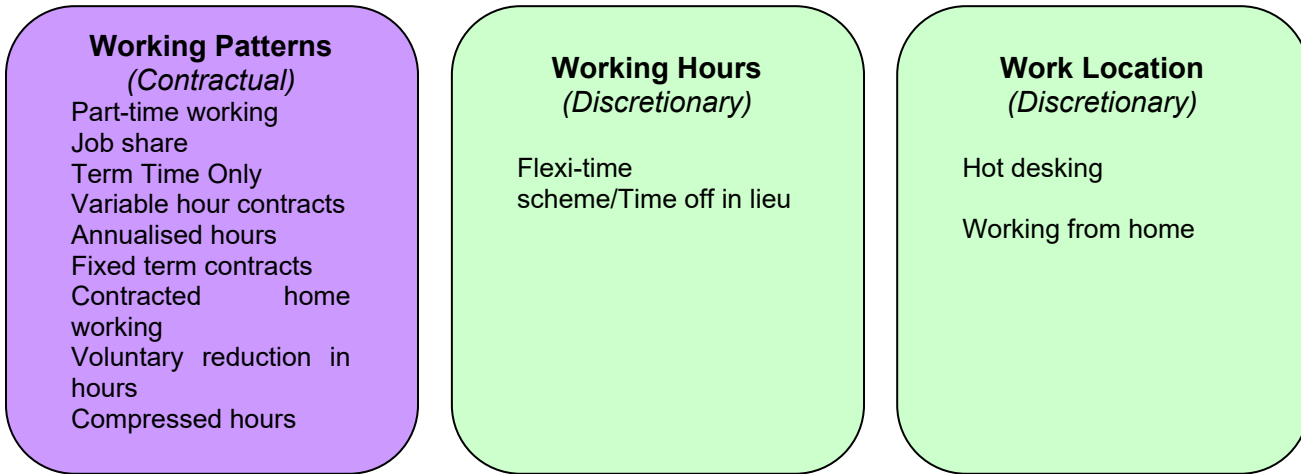
- 3.1 The following basic principles apply to the Council's approach to flexible working:
  - there is an expectation that all employees will be prepared to work flexibly;
  - the Council will agree to requests that are in the interests of the service as well as the employee;
  - flexible working can apply to many employees and services within the Council, though the exact arrangements agreed will depend on the job role, service requirements and the individual employee;
  - the Council reserves the right to decline requests that do not assist the effective delivery of services;
  - all flexible working arrangements will be subject to regular review, at least annually to ensure they continue to meet the needs of the service;
  - your manager may ask you to work flexibly.

A flexible working arrangement may be explored as a possible reasonable adjustment for an employee.

## 4.0 Types of flexible working arrangements

A request for flexible working could include a request for a change to the number of hours that the employee works, a request for a change to the pattern of hours worked, a request to job share or a request to perform some or all of the work from an alternative location.

The table below will assist managers and employees in their discussions about flexible working. It states clearly what working arrangements are discretionary and only restricted if there is a change in service needs, and which of those require an amendment to contract:



### 4.1 Flexible working patterns- Contractual

HDC positively encourages the use of flexible contracts as detailed below.

Part Time Working	<p>Part-time working is where an employee is contracted to work less than full time hours per week.</p> <p>A standard full time week at HDC is 37 hours. Offering part time positions allows services to attract skilled and experienced employees who are unable to work full time. HDC ensures that part-time employees are treated no differently from full-time employees, i.e. part-time employees</p> <ul style="list-style-type: none"> <li>- receive the same rate of pay per hour for the job as full-time employees;</li> <li>- enjoy all terms and conditions of full-time employees on a pro-rata basis; and</li> <li>- are given equal training and development opportunities.</li> </ul>
Job Share	<p>This is a contractual arrangement where two part-time employees share the responsibilities for one position. This allows employees with a different range of skills, experience and knowledge to work together to undertake one job role. In</p>

	<p>these cases the employment of each partner is dependent upon the employment of the other partner and communication between the job-share partners is of paramount importance. Employees undertaking this arrangement will receive a specific job share contract which will detail their obligations. Further guidance on job-share contracts can be viewed in appendix B.</p>
Term Time	<p>This is a contractual arrangement, whereby an employee works only during term time.</p> <p>Salary is paid for the 38 weeks worked, plus an agreed number of weeks annual leave, which has to be taken during school holiday periods. The total number of weeks pay each year is divided by 12 and paid in equal monthly payments, which is known as 'equated pay'.</p>
Variable Hours	<p>A variable hours' contract is when a person works on an 'as and when' required basis, to suit the needs of the service and their personal needs while offering no obligation on either party to offer or accept the work.</p>
Annualised Hours	<p>This arrangement allows an employee to work a contracted number of hours per year, rather than per week. The hours worked per week, therefore, can vary according to the needs of the service and the needs of the employee. Annual salary is divided by 12 and paid in equal monthly payments.</p> <p>Although there are few examples of 'annualised hours' within the Council, the use of such contracts is encouraged where they would help to reduce working hours OR to reduce/control overtime OR to cope with seasonal variations/foreseen surges of activity.</p>
Fixed Term	<p>A fixed-term contract is a contract where the specific end date is known in advance. These contracts, which have a specific meaning in law, enable managers to cope with variations in demand and cover time-limited vacancies.</p>
Contracted Homeworking	<p>Contracted home working is a formal arrangement (reflected in the terms of the employee's contract), which require employees to provide a suitable area within their homes as a dedicated workspace.</p>
Voluntary Reduction in Hours	<p>This is a temporary arrangement, which allows an employee to voluntarily work a reduced number of hours for an agreed period, with a return to the original hours at the end of the temporary arrangement. Salary, pension, holiday and other benefits are pro-rated during this time. A temporary reduction in hours allows employees to accommodate a specific event in their life, e.g. a course study or relative's illness, but to return to the security of a full-time position.</p>

	Annual leave and Redundancy pay may be affected and employees may need to seek advice from pensions before making any decision to reduce their contractual hours.
Compressed hours: e.g. 4 days a week or a 9-day fortnight	These arrangements allow an employee to do a full time or part time job in compressed hours, e.g. a full time employee will work 37 hours in four days or 74 hours in nine days. Note, for part-time employees this is only feasible if regular hours are worked each day.

#### 4.2 **Flexible working hours – Discretionary**

The following flexible working arrangements do not require a change of employment contract.

Flexi-Time Scheme/Time off in lieu	<p>These are both systems of taking back hours worked over the normal contracted hours, which can provide mutual benefits for the Council and its employees by:</p> <ul style="list-style-type: none"> <li>- providing cover outside standard Council office opening hours and thereby reducing the need for overtime payments; and</li> <li>- giving employee greater freedom to organise their working lives to suit personal needs.</li> </ul>
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#### 4.3 **Flexible work location- Discretionary**

HDC recognises that for some tasks varying the location of work if properly planned and implemented, allow employees to work more efficiently i.e. through improved use of time, accommodation and technology. Where work tasks are not location dependant, HDC positively supports the establishment of the following arrangements.

Hot Desking	<p>These arrangements involve an employee working away from their main (contractual) office base or team location. For example an employee may log on to an available PC desk at another HDC office or a different office area within the same building. Typically, this would suit employees who have a meeting in another building than their main office base, and whose work can be conducted from different sites, provided that they remain contactable.</p> <p>Hot desking arrangements may be adopted by whole teams/sections in order to maximise the use of accommodation and flexibilities for employees. It is recognised that there will be teams where because of specific</p>
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	software requirements or other issues, only some desks are available for hot desking.
Home working	<p>An employee works from home as and when agreed with their Line Manager. The employee's work base remains as their contractual base for the purposes of travel and mileage claims. The employee will be contactable by colleagues.</p> <p>Home working is a discretionary arrangement that requires no variation to an employee's contract and is based on the needs of the service. Employees can be required to return to their contractual work base as and when required in line with Service need.</p>

## 5.0 Flexi-Time Scheme

Flexi-time is a system that permits employees with a degree of freedom to determine, in agreement with their managers, their working hours at the beginning and end of a day or shift. In adopting this approach, however, the service to the public and general level of efficiency of the service as a whole is paramount, i.e. in agreeing flexible working hours the requirements of the job/service take precedence over the requirements of the individual employee. In addition the working time regulations need to be adhered to and a copy of the working time regulations guidance is available on the HR Intranet page.

### 5.1 Debit/Credit Time

Employees are permitted to 2 working days maximum (pro rata for part time employees) of credit or debit hours (14.8 hours maximum). The accounting period for flexitime is a 4 week period, 2 days (14.8 hours maximum) flexi time can be taken in an accounting period, a flexi day is an employees contracted hours for that day. A record of employees working time needs to be maintained on the flexi recording form, (available on Intranet), or via iTrent. For employees working over 6 hours a day a 20 minute rest break must be taken and deducted from the flexi form. There is no exception or flexibility on the hours that can be in credit/debit and flexi is accrued at plain time.

Credit hours can be used to reduce the hours worked during the next accounting period either by adjusting your working hours or taking a flexi-day. An employee needs to have the available credit to take a days flexi leave.

When employees leave HDC it is their responsibility to ensure that their account balances, i.e. credit hours are taken and debit hours are worked up, debit hours owed to the Council will be deducted from annual leave/final salary and credit hours not taken will be not be paid. In addition any requests for payment for flexi will also not be paid.

Where debit flexi-time is consistently not cleared the employee will be given one month in which to reduce the balance down to 0. Remaining in a 2 day deficit is not acceptable.

Where debit is not cleared and an additional time period had not been agreed by the Service Manager, the debit hours will be taken from annual leave.

Persistent flexi-time debit and failure to complete timesheets and/or keep the form centrally for managers to review will be managed through the Disciplinary Policy.

## 5.2 **Employees Covered**

All employees below SM Pay Grade i.e. Service Manager, are eligible for flexitime except where any of the below apply:

- fixed shift patterns/rota systems operate,
- fixed working hours are agreed with an employee/group of employees, e.g. operations division;
- an employee performs time-dependent duties,
  - it is stated in the contract of employment,
  - Compressed hours agreement

## 5.3 **Flexible Hours**

Employees must work designated hours' and complete their contractual hours as agreed by management over an agreed period. Hours may be set at different times for different teams, as determined by the nature of the service provided, e.g. public facing services may have different core hours than back office support services, for example Pathfinder House will have different opening times to other establishments. Your contractual working hours need to be worked in line with the needs of the service.

## 6.0 **TOIL- Time off in lieu**

- 6.1 When employees work beyond their contracted hours they can take time off from work as 'time off in lieu' (TOIL), this is to be agreed in advance by the Service Manager. TOIL is available to all employees for hours worked on average above 37 hours per week where there is no other means of recognising that additional hours have been worked and this has been agreed. Working above 37 hours and taking TOIL is not expected to be regular occurrence.
- 6.2 TOIL should be taken as soon as possible after any extra hours have been worked, e.g. if it has been necessary to attend an evening meeting, arranging to come in late the following day is an appropriate use of TOIL and is to be agreed with the appropriate manager.
- 6.3 Normally TOIL hours should be accrued **before** time off from work is taken. However Service Managers have the discretion to agree for the TOIL to be taken in anticipation of the hours being made up by the employee, for example having the morning off before an evening meeting.
- 6.4 The parameters for TOIL are as follows:
- TOIL can be used for exceptional hours worked outside of the normal working day
  - TOIL can **only** be authorised by Service Managers , who will agree in advance the length of TOIL and the timescale this is to be taken in (up to a maximum of 3 months from which it is approved).
  - TOIL is at plain time and for the hours worked only

- TOIL can only be taken if the time has been agreed

In general only one whole day's TOIL should be allowed in any 4-week period. TOIL should be planned in the same way as any other time off and should be agreed in advance.

## 7.0 Compressed Hours

- 7.1 Although compressed hours can take different forms this section has mainly focussed on the use of 9 day fortnight as one of the more familiar working patterns to give an example of how this would work.

A 9-day fortnight could be considered for any employee with fixed hours depending on the needs of the service that they work in. For employees working a 9-day fortnight the flexi scheme does not apply.

- 7.2 It is important for the employee to agree a non-working day in advance with their manager, i.e. a set day each fortnight or if more flexibility is required agree in advance month by month. Managers need to take into consideration business requirements and the working hours of the rest of the team to ensure that service delivery does not suffer detrimentally.

If service commitments are such that an employee is unable to take their agreed non-working day, they should swap days in agreement with their manager.

- 7.3 A full time worker, who works a 9-day fortnight, works 74 hours over 9 days rather than 10. This means that the average hours per day are 8 hours and 13 minutes or an employee who works 37 hours over 4 days instead of 5 works 9 hours 15 minutes per day.

A part-time worker, who works a 9-day fortnight and is contracted for 20 hours per week, works 40 hours over 9 days rather than 10 days. This means that the average hours per day are 4 hours and 26 minutes. This scheme is only feasible for part-time staff who work regular hours each working day.

Full-time workers who work a 9-day fortnight are still entitled to the same number of days annual leave as they would have had as a 10-day worker. When an annual leave day is taken a full-time employee will need to deduct 8 hours and 13 minutes (the new average hours per day) from their annual leave entitlement. For those using iTrent the system will calculate this using the provided work pattern. An annual leave calculator is also available on the HR Intranet page.

- 7.4 The recording process to record working hours does not change for 9-day fortnight workers, and actual working hours must be recorded.

Providing an employee normally works on a bank holiday, they are entitled to eight days statutory holiday each year (or the number of bank holidays that year). If a Bank Holiday falls on a non-working day, 9-day fortnight workers can have a day off in lieu in agreement with their line manager.

## 8.0 Recording Working Time

All working time must be accurately recorded daily. Employees should check with their managers on the process adhered to by their service.

### 8.1 Meal Break

Employees must take a minimum of at least one 20 minute unpaid continuous 'in-work' rest break in each 6 hour period of work, which must be provided for the purposes of taking a meal break. The Council expects employees to take a meal break; not taking a break should be the exception and should not be used as a way of accruing flexitime.

Lunchtime opening/closing arrangements should be agreed locally by the appropriate manager to ensure that there is minimal deterioration in the service to the public whilst providing an opportunity for the required meal break for employees.

Employees aged 16 and 17 are entitled to an unpaid rest break every 4.5 hours and this should be a minimum of 30 minutes. Further information is available in the Working Time Regulations Guidelines.

Where legislation demands different requirements for a particular role/task then this will be adhered to.

### 8.2 Recording Absence

Each full day's absence (e.g. annual leave, sick leave,) will credit an employee the average hours worked on their normal working day, e.g.

- a full time employee working a 5 day week will record each day's absence as a credit of 7 hours 24 minutes (each half-day's absence as a credit of 3 hours 42 minutes);
- a full time employee working a 9 day fortnight will record each day's absence as a credit of 8 hours 13 minutes (each half-day's absence as a credit of 4 hours 7 minutes).

For part-time employees absence will be calculated using the employee's normal working hours for that day.

Arrangements for attending work, including sickness absence, annual leave and other leave apply in the same way to employees working at home and employees working at HDC sites.

Time at a day's training course/conference is classed as a normal working day i.e. 7.24 hours for a full time employee. A part time member of staff who works 4.5 hours a day would also class the time at the course as their normal working hours i.e. 4.5 hours or where they attend for a full days course 7.24 hours.

### 8.3 Monitoring of working time

It is the responsibility of the line manager to monitor employees working time and to actively manage this and to ensure that their working hours are recorded and flexitime used appropriately. Any issues in relation to working time should be addressed informally first at the regular one to one meetings.

Refusal to use the system for recording working hours or deliberate falsification of working time records, will be dealt with as a disciplinary issue, in accordance with the disciplinary rules and procedure.

Abuse of the system can be raised by employees through the Council's Whistleblowing Policy and Guidelines.

## **9.0 Considerations when working flexibly**

### **9.1 Information Technology**

Flexible working not only involves the better use of employee time and office space, but the more effective use of IT, which should enable employees to work at any desk, stay in touch and have access to the relevant information. HDC's IT Strategy underpins and supports the Council's approach to flexible working.

The Council expects managers to consider the IT systems and equipment required to support flexible working practices and to ensure that these are sufficient for their purposes. Any proposed changes to workstyles must be made in discussion with the relevant manager/s responsible for IT provision, in order to minimise disruption and maximise the use of appropriate IT equipment. At times where access to the network is unavailable employees are expected to attend the council's offices or to cover other work.

Any costs associated with changing IT provisions should be funded by the service except where a short term loan has been agreed with ICT.

All employees are responsible for the security of the Council's information regardless of where they are working – full details are given in the Information Security Policy and online training is available.

### **9.2 Communication**

To enable flexible working HDC recognises that local protocols will need to be established in relation to communication, i.e. how the team/unit/section/individual are going to "work together". Managers, therefore, in discussion with affected employees, must establish a set of rules regarding how, what and when employees will communicate. The manager also needs to ensure that there is clear communication regarding their expectations and how output will be measured.

### 9.3 **Health and Safety**

HDC is responsible for ensuring the health and safety of its employees when they are carrying out work activities. This responsibility applies wherever and whenever an employee is working e.g. when travelling as part of their working day (excluding commute to and from work) and/or when working at their office base, home and/or any other 'work' location.

## 10.0 **Employee Requests for Flexible Working**

The Flexible Working Regulations allow all employees to make a flexible working request (regardless of the length of service). Employees can make only two flexible working requests in any 12-month period. The timescales given below are prescribed by the flexible working regulations.

Employees have a right to make a flexible working request however they do not have an automatic right to work flexibly – all requests will be considered in terms of their impact on service delivery.

### 10.1 **Application (Flexible Working Form Appendix A)**

The application form only needs to be completed where the employee is requesting a change to their working practices.

To make a flexible working request an employee must complete the flexible working form. This asks the employee to provide specific details of the flexible working pattern that is being requested. An employee must consider whether the request is realistic e.g. it is not workable for a receptionist to request to work from home.

### 10.2 **Meeting to discuss the application**

The line manager will arrange to meet with the employee to discuss his/her flexible working application - this constitutes a formal meeting under the flexible working regulations.

Where the employee wishes for a work colleague or representative to be present at the meeting, the employee needs to let their line manager know that they will be accompanied/represented at this meeting 3 days in advance as a HR representative may also be present to support the manager.

The purpose of this meeting is to discuss the proposed new working pattern and fully consider if/how it might be accommodated. Where there are difficulties accommodating an employee's desired work arrangement alternative suitable working arrangements must be discussed.

The line manager may not need to meet with the employee if they agree to the application immediately – agreement will still be confirmed to the employee in writing with the details of any review dates.

### 10.3 **Decision**

The manager must provide the employee with a decision as soon as is reasonably practicable and within 2 months of the date of the initial application. If necessary the line manager can agree with the employee an extension of this time limit – an extension must be agreed in writing.

### 10.4 **Agreeing to a request**

Where the decision is to agree to the arrangement the manager will confirm the changes and their effective date.

Some flexible working arrangements will result in a permanent contractual change e.g. where an employee has reduced their contracted hours. In this scenario the employee does not have an automatic right to revert to the previous working hours.

Some flexible working arrangements will result in a discretionary (non-contractual) arrangements. HDC reserves the right to review and amend any discretionary flexible arrangements where these no longer meet the needs of the service, irrespective of how long these arrangements have been in place.

Where the manager has agreed to a flexible working arrangement that affects an employee's contracted hours, contract type or pay they must return the flexible working form to [HumanResources@huntingdonshire.gov.uk](mailto:HumanResources@huntingdonshire.gov.uk) It is also important for the employee to be aware of the impact the flexible working arrangement may have on their annual leave, i.e. this may be pro rata.

### 10.5 **Refusing a request**

A manager can turn down a flexible working request only where one of the following grounds applies (these are prescribed by the flexible working regulations):

- burden of additional costs would be too great;
- detrimental effect on ability to meet customer demand;
- inability to reorganise work among existing staff;
- inability to recruit additional staff;
- detrimental impact on quality;
- detrimental impact on performance;
- insufficiency of work during the periods the employee proposes to work;
- planned structural changes;
- proposed training or study would not improve the effectiveness of the employee in their role; and/or
- proposed training or study would not improve the performance of the organisation.

The manager must provide sufficient explanation as to why one or more of these grounds apply. The explanation should include the key facts and evidence considered when making this decision. These should be accurate and clearly relevant to the business ground.

## 10.6 **Appeals**

Where a flexible working request has been turned down the employee must be given the right to appeal against a decision to refuse a request for flexible working. The employee must put their appeal in writing to the relevant Service Manager, within 7 calendar days of receiving the manager's written decision, clearly stating the grounds for the appeal.

An appeal meeting will be arranged within 14 days of the receipt of the appeal, chaired by the Service Manager. If necessary the Service Manager can agree with the employee an extension of this time limit – an extension must be agreed in writing. The employee has a right to be represented by an Employee Representative Group member, trade union representative or work colleague.

An appeal meeting may not be necessary, where the appropriate Service Manager (within the 14 day period) upholds the appeal and writes to the employee to confirm the decision to agree to the proposals. The letter will confirm the effective start date for the variation to the employment contract.

At the appeal meeting the Service Manager/ supported by a HR representative will review the employee's original application and the manager's reason for rejection. Both parties will have the opportunity to discuss their respective positions. Possible alternative arrangements should be considered to resolve the matter.

The Service Manager/ will make a decision to uphold or reject the employees appeal. They will confirm the decision in writing to the employee within 7 Calendar days of the appeal meeting. Where the decision is to uphold the appeal and to agree to the amended work arrangements, written confirmation of the changes and the effective date will be stated in the flexible working form. Where the decision is to not uphold the appeal and to turn down the employees request the written confirmation will set out the grounds on which this decision is based.

The decision of the appeal meeting is final i.e. there is no further right of appeal.

## 10.7 **Withdrawal of application**

The Council will treat an application as withdrawn (and confirm this position in writing) where the employee has:

- indicated orally or in writing that they are withdrawing the application;
- Failed to attend a meeting more than once; or
- Unreasonably refuses to provide the employer with information required to assess the application.

## **11.0 Review of Flexible Working Arrangements**

Any type of flexible working arrangement needs to be appropriate to current service delivery. All arrangements should be reviewed in line with any agreement to make sure that they are still appropriate to the needs of the service. When considering agreeing to a new discretionary flexible



working arrangement, it should be explained to the employee that this will be subject to review in line with service needs and confirmed in writing.

### 11.1 **Ending/amending a flexible working arrangement**

If it becomes necessary to either end or amend a flexible working arrangement, following a review or in response to a change in service need, then the steps below should be followed:

1. There needs to be a genuine business reason for ending/amending the arrangement i.e. the manager is able to show that the existing working pattern is not appropriate to the current service need e.g. the arrangement means that there are not enough people to provide a service to customers on a certain day of the week.
2. The manager will discuss the issue with the employee. Instead of ending a flexible working arrangement, it may be possible to agree an amendment. The aim of a discussion is to agree an amendment that is acceptable to the employee and which also meets the needs of the service, e.g. to change which day of the week a person working a 9 day fortnight takes as a non-working day or changing the pattern or frequency of home working days. As part of the discussion the manager and employee should agree when the amended arrangement will apply.
3. Even after a discussion has taken place, it may not be possible to agree an amendment to the current arrangement. Alternatively the service needs may mean that an arrangement needs to be ended rather than amended. In these scenarios the manager will give the employee written notice to end the discretionary flexible working arrangement. The employee will be given 1 month notice of the end of the arrangement to allow him/her reasonable time to make alternative arrangements. In exceptional cases e.g. changing childcare arrangements, then a longer period of notice should be agreed between the employee and their manager.
4. Where the arrangements are contractual a formal consultation may be required.

There is no right of appeal against the end of a discretionary flexible working arrangement i.e. an employee cannot appeal because they are unhappy with the decision to end the arrangement.

## Appendix A

### Job Share Arrangements

HDC supports the use of job share contracts as a flexible working arrangement where these meet the needs of the employee and support effective service delivery.

#### 1.0 Introduction of job sharing

The proposal to introduce job sharing into a post can arise in the following ways:

- If a vacancy occurs for a post then the vacancy will be advertised in accordance with the normal procedure, as a post suitable for job sharing.
- An existing post holder may apply for a job share arrangement in respect of their post.
- A joint application may be made by existing employees to job share.

The Service Manager shall agree the division of tasks and working hours to meet the full requirement of the post. No post or parts of posts will be deleted as a result of job sharing.

#### 2.0 Job Share requests

Any advert for posts which are suitable for job share will state that applications for job share are welcome.

An existing post holder may apply for a job share arrangement - each request will be considered on its individual merits.

Where an existing postholder applies for a job share arrangement the recruitment and selection procedure will be used to find a job share partner.

If it is not possible to recruit a job share partner after advert the Service Manager will consider whether it is possible to implement acceptable internal cover arrangements or other alternatives which would allow the employee to reduce their hours of work.

If no suitable arrangements can be made the employee will be informed that it is not possible to agree to the job share request.

#### 3.0 Terms and conditions of employment

Terms and conditions of employment which apply to full-time employees will apply to job sharers on a pro-rata basis.

Each partner to job share will hold an individual contract of employment. It will be an express term of the job share contract that the hours and duties of the contract may be varied by the Council after consultation with the employee. The postholder's job title will be that given to the established post. The job description will be that prepared for the established post subject to any specific duties allocated to each partner as a result of job sharing arrangements.

Hours to be worked will be individually stated for each partner, the total hours will not exceed those of the established post. If a handover period is necessary, it should be achieved within the normal working hours of the job.

Annual leave entitlement for each job sharer will be calculated pro-rata to the hours worked. Paid leave in respect of bank holidays and extra statutory days will also be divided pro-rata.

Sick pay will be paid pro-rata to the hours worked in accordance with the employees terms and condition of employment.

No overtime payments will be made until the standard 37 hours have been worked, any overtime payments need to be agreed in advance by a Service Manager.

Day release and in-house training opportunities will be provided for job sharers. Time off will be pro-rata to hours worked.

#### **4.0 Pensions**

Enquiries should be directed to LGSS Pensions. Existing employees considering job sharing are strongly advised to check their pension position before committing themselves to working fewer hours per week.

#### **5.0 When one job share partner leaves**

If one of the job share partners leaves the job share arrangement the vacant hours will be offered to the remaining job share partner in the first instance. If the existing job share partner does not want to take on the vacant hours the job share vacancy will be advertised in accordance with the normal procedure, but as a specific job share.

If it is not possible to recruit a suitable job share partner the department will consider whether it is possible to allow the remaining employee to remain working reduced hours.

If no suitable alternative arrangements can be implemented the Council will seek to redeploy the remaining job share partner to another part time vacancy.

If all the above steps are unsuccessful then the vacant hours will be again offered to the post holder. If these are not accepted then the post will be advertised on a full-time basis with job sharers invited to apply.

If a full-time appointment is made to the vacancy, further efforts will be made to find suitable alternative employment for the remaining partner. If at the end of this period no suitable alternative employment has been found then termination of employment for 'some other substantial reason' may be considered.

## Flexible working form

This form should be used to submit changes to working hours and pattern.

### Employee personal details – to be completed by the employee

<b>Employee name:</b>	
<b>Service:</b>	
<b>Job title:</b>	

If you are completing a statutory flexible working request, please ensure you have read the guidance available in the policy, online and/or spoken to your HR Business Partner ([humanresources@huntingdonshire.gov.uk](mailto:humanresources@huntingdonshire.gov.uk)).

All employees have the right to submit 2 flexible working requests within a 12 month period All applications based on the service demands and team priorities.

<b>Date of request</b>		
<b>Please confirm the date of any previous statutory requests:</b>		
<b>Is this a permanent or temporary change to your hours and/or work pattern?</b>	PERMANENT	TEMPORARY
		Please confirm the end date:
<b>What date is the change effective from?</b>		

### Section A – Change to contracted hours including work pattern changes (employee to complete)

<b>Please highlight the type of hours change requested</b>	Change to contracted hours <input type="checkbox"/>
	Change to working pattern <input type="checkbox"/>
	Term time only <input type="checkbox"/>
	Job share <input type="checkbox"/>
	Annualised hours <input type="checkbox"/>
	Compressed hours <input type="checkbox"/>
	Other <input type="checkbox"/> (please specify):
<b>What are the CURRENT contracted hours?</b>	
<b>What are the NEW contracted hours?</b>	

**What is the reason for the request?**

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**Current Working Pattern**

<b>Work pattern:</b> Please highlight the NEW working days of the week	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
<b>Work pattern (hours):</b> Please complete the NEW hours to be worked each day							
<b>Work pattern (time):</b> Please complete the NEW working times to be worked each day							

**NEW Work pattern (employee to complete)**

<b>Work pattern:</b> Please highlight the NEW working days of the week	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
<b>Work pattern (hours):</b> Please complete the NEW hours to be worked each day							
<b>Work pattern (time):</b> Please complete the NEW working times to be worked each day							

**Section B - Manager response**

Line Managers should fully consider the request in line with the policy, a response is due within a reasonably practicable time framework or at the latest within 2 months of the date of the application (allowing for any appeal process, where applicable). An extension to this time limit needs to be agreed in writing with the employee if you cannot respond within this timescale. To document the response/decision please complete the below section, make any amendments to the above form in discussion with the employee, and share the confirmed outcome with the employee and HR.

<b>Is there budget available for this increase to hours?</b>	YES	NO
<b>Please confirm the authorisation for this change.</b>	I am the budget holder and budget is available for this increase to hours	I have confirmation from the budget holder there is budget available for this increase to hours

<b>Manager response (please select)</b>	I agree to the original flexible working request <input type="checkbox"/>
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	Your original flexible working request could not be accommodated but I am able to agree to the alternative pattern we have discussed (please see below) <input type="checkbox"/>
	I am not able to accommodate your flexible working request for the following business reason(s): The burden of additional costs <input type="checkbox"/> Planned structural changes <input type="checkbox"/> Inability to recruit additional staff <input type="checkbox"/> Insufficient work during the suggested period <input type="checkbox"/> Detrimental effect on quality <input type="checkbox"/> Detrimental effect on the ability to meet demand <input type="checkbox"/> Detrimental effect on performance <input type="checkbox"/> Inability to re-organise work among existing staff <input type="checkbox"/>
	Please detail reasons why you reached this decision:  

**Agreed Work pattern**

<b>Work pattern:</b> Please highlight the NEW working days of the week	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
<b>Work pattern (hours):</b> Please complete the NEW hours to be worked each day							
<b>Work pattern (time):</b> Please complete the NEW working times to be worked each day							

<b>Manager name:</b>		<b>Job title:</b>	
<b>Signature:</b>		<b>Date:</b>	

**Employee Declaration**

<b>Employee signature:</b>		<b>Date:</b>	
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On completion of this form please email a copy to [humanresources@huntingdonshire.gov.uk](mailto:humanresources@huntingdonshire.gov.uk)

Please see the Councils Privacy Notice - [Click here](#)



# Pensions Discretion Policy

## 1.1

<b>Version Control</b>			
<b>Version</b>	<b>Author</b>	<b>Date</b>	<b>Changes</b>
1.1	Nicki Bane	December 2023	Front cover added. Change of recommendation added for shared cost AVC's. Pension figures amended to reflect current amounts.

Name of Policy	Pensions Discretion Policy
Person/posts responsible	Strategic HR Manager
Date approved/adopted	Reviewed December 2023 for Approval in February 2024
Approved by	Employment Committee
Review Date	February 2025



## LGPS Employer Discretions Policy

### Employer Discretions (Required)

Regulation 60 (2) of The Local Government Pension Scheme Regulations 2013 requires Huntingdonshire District Council (the "Council") to publish a written statement on the following decisions no later than 31 December 2023.

The regulations require the Council to keep its statement under review.

#### 1. Discretion 1 – Granting Additional Pension

*Regulation 31 of the LGPS Regulations 2013*

- 1.1 Whether, and in what circumstances, the Council would grant additional annual pension (at whole cost to themselves as the Employer) of up to £7,579 (figure as at 1 April 2023) to an active Scheme member or to a member who had within the preceding 6 months had their employment terminated on the grounds of redundancy or business efficiency.

##### **Recommendation 2014:**

Not to award additional pension. Reason - cost.

#### 2. Discretion 2 – Funding of Additional Pension

*Regulation 16(2) (e) and 16 (4)(d) of the LGPS Regulations 2013*

- 2.1 Whether, and in what circumstances, the Council would agree to fund in whole or part the purchase of additional annual pension of up to £7,579 (figure at 1 April 2023) for an active member by making Shared Cost Additional Pension Contributions (SCAPCs) either by regular payments (16(2)(e)) or lump sum (16(4)) on a voluntary basis, i.e. other than as required by regulation 15(5) of The LGPS Regulations 2013.

##### **Recommendation 2014:**

Not to make such voluntary contributions. Reason - additional cost.

**Note:** This discretion does not apply where a member has a period of authorised unpaid leave of absence and elects within 30 days of return to work to pay a SCAPC to cover the amount of pension 'lost' during that period of absence. That is because, in those cases, the employer must contribute 2/3rds of the cost to a SCAPC; there is no discretion [regulation 15(5) of the LGPS Regulations 2013].

#### 3. Discretion 3 – Flexible Retirement

*Regulation 30 (6) of the LGPS Regulations 2013*

- 3.1 Whether, and in what circumstances, to consent to the immediate payment of retirement benefits for active members aged 55 or over who reduce their working hours and/or grade and elect for such immediate payment of benefits under Regulation 30(6) ; this is known as flexible retirement.

Whether, in addition to the benefits the member has accrued prior to 1 April 2008 (which the member must draw), to permit the member to choose to draw

- all, part or none of the pension benefits they accrued after 31 March 2008 and before 1 April 2014, and / or
- all, part or none of the pension benefits they accrued after 31 March 2014

**Note:** If flexible retirement is agreed for a Scheme member aged 55 or over but under 60 who is subject to the 85 year rule protections and who, at the date of flexible retirement, has either met the 85 year rule or would have met the rule before age 60, there would be a strain on fund cost to be met by, and paid to the Pension Fund by, the Council in respect of the pension benefits covered by the protections that are paid following flexible retirement.

**Recommendation 2014**

On a temporary basis, not to consent to this discretion where there will be an additional cost to the Council.

Further consideration to be given to the development of a formal “flexible retirement policy” in the interests of retaining skills/knowledge. However, any such policy would be on case-by-case basis.

**4. Discretion 4 – ‘Switching on’ 85 Year Rule Protection**  
*Paragraph 1(1)(c) of the LGPS (Transitional Provisions, Savings and Amendment) Regulations 2014*

- 4.1 Whether to ‘switch on’ 85 year rule protection for those members electing to take payment of benefits before age 60 other than on flexible retirement.
- 4.2 This discretion is required as a result of the scheme changes whereby a member may now retire from age 55 without requiring employer consent for payment of benefits; it is a way for the Council to manage whether they are to be subject to strain costs when a member chooses to retire earlier than age 60, i.e. if the decision were to be to ‘switch on’ the protection, a strain cost for the Council would result. It does not apply in cases of flexible retirement since that type of retirement already includes a requirement for employer consent.

**Recommendation 2014:**

Each case will be considered on its merits.

By the Council having the option to “switching on” the 85 year rule gives the Council an avenue to manage staff retention.

**5a. Discretion 5 – Waiving all or part of an Actuarial Reduction**  
*A: Regulation 30(8) of the LGPS Regulations 2013*

- 5.1 Whether to waive on any grounds, in whole or in part, an actuarial reduction for active members voluntarily retiring on or after age 55 but before their normal pension age who elect to immediately draw benefits, and for deferred members and suspended tier 3 ill health pensioners who elect to draw benefits (other than on ill health grounds) on or after age 55 but before their normal pension age.

**Consideration:**

The Council needs to make decisions in respect of

1. Whether to agree to waiving of reductions, and if so in full or part, and in what circumstances
2. Subject to the decision on (1), if the recommended compassionate grounds basis (see note below) is sufficiently robust.

Subject to the above decision, in the longer term, the Council may need to think about sustainability of agreeing early retirement from age 55 (i.e. given the increasing gap between aged 55 and future normal pension ages).

**“Compassionate Grounds” Definition:**

There is no definition in the regulations of “compassionate grounds” hence it is for the Council to determine a reasonable and workable definition.

Recommended Definition: *“Compassionate grounds are defined as where an active employee or deferred beneficiary needs to care full time for a close relative, spouse, partner or other dependant who, through illness, requires full time care for the rest of their life expectancy which is anticipated to be in excess of 12 months from the date of the agreed medical advice.”*

**Recommendation 2014:**

It is recommended that if the decision is made to waive reductions on compassionate grounds, that:

- Each case will be considered on its merits.
- A review of such applications takes place each year to assess the financial impact and sustainability of this discretion going forward.

**5b. Discretion 5 – Waiving all or part of an Actuarial Reduction**  
*B: Paragraph 2(1) of the LGPS (TPS&A) Regulations 2014 (similar discretion)*

- 5.2 Whether to waive on compassionate grounds the full amount of an actuarial reduction for those who have 85 year rule protection, but have not satisfied the 85 year rule upon voluntarily retiring from active membership, electing for payment of deferred benefits or suspended tier 3 ill health pensions where the election to draw benefits (other than on ill health grounds) is effective on or after age 55 but before the member’s normal pension age.

Discretion to be agreed in line with 5A.

**Recommendation 2014:**

Where a member of the LGPS 2014 who is

- voluntarily retiring from active membership,
- electing for payment of deferred benefits or
- electing for payment of suspended tier 3 ill health pensions, where the election to draw benefits is other than on ill health grounds

has 85 year rule protection but has not satisfied the 85 year rule at the date of their retirement, the early payment reductions will be waived:

- each case will be considered on its merits.
- and

- if the request satisfies the Council's compassionate grounds definition.

Compassionate grounds are defined as where an active employee or deferred beneficiary needs to care full time for a close relative, spouse, partner or other dependant who, through illness, requires full time care for the rest of their life expectancy which is anticipated to be in excess of 12 months from the date of the agreed medical advice.

## Employer Discretions (Recommended)

The LGPS Regulations 2013 also state a whole list of minor discretions that an Employer may need to exercise. Notably there are five additional discretions which the national discretions guidance suggests would be appropriate to have a written policy on.

These are listed below.

### 6. Discretion 6

- 6.1 Whether, how much, and in what circumstances to contribute to a shared-cost Additional Voluntary Contribution (SCAVC) arrangement entered into on or after 1 April 2014 [regulation 17 of the LGPS Regulations 2013] and whether, how much, and in what circumstances to continue to contribute to any shared cost Additional Voluntary Contribution (SCAVC) arrangement that the employer had entered into before 1 April 2014.

*[Regulation 15(1)(d) of the LGPS (Transitional Provisions, Savings and Amendment) Regulations 2014, regulation 25(3) of the LGPS (Administration) Regulations 2008 and regulation 15(3) of the LGPS (Benefits, Membership and Contributions) Regulations 2007].*

#### **Recommendation Pre 01.04.2014:**

The Council did not contribute to any shared cost AVC. Confirm this as a discretion decision.

#### **Recommendation 2014:**

The Council do not contribute to any shared cost AVC.

#### **Recommendation 2023:**

The Council will offer a HMRC approved salary sacrifice shared costs AVC scheme. Pensionable pay and salary sacrifice

HMRC approved salary sacrifice arrangements where an employee has their contractual pay reduced by an agreed amount (supported by a variation to their contract) in return for a tax assessable benefit in kind, from which income tax liability is then removed, remain pensionable under the 2014 Scheme (where the benefit in 17 Payroll Guide version 4.1 July 2020 kind is specified in the employee's contract of employment as being a pensionable emolument).

The exception is any salary sacrificed for a car or any other vehicle, which cannot be pensionable.

## 7. Discretion 7

- 7.1 Whether, with the agreement of the Pension Fund administering authority, to permit a Scheme member to elect to transfer other pension rights into the LGPS if he / she has not made such an election within 12 months of joining the LGPS [*regulation 100(6) of the LGPS Regulations 2013*].

### Recommendation 2014:

The new Pensions policy (section 6) requires employees to make an election within 12 months. No reason foreseen to publish otherwise as systems and policy in place to advise employees of time limit and accepting a late application could result in additional cost to the Council.

However, late applications will be considered on a case-by-case basis providing there is no additional cost to the Council.

**Note:** Unlike under the 2008 Scheme, where the discretion to allow a late election rested solely with the employer, under the 2014 Scheme both the employer and the Pension Fund administering authority (CCC) have to agree to the acceptance of a late election. If one agrees, and the other does not, the late election cannot be accepted.

## 8. Discretion 8

- 8.1 Whether to extend the 12 month time limit within which a Scheme member who has a deferred LGPS benefit in England or Wales following the cessation of employment (or cessation of a concurrent employment) may elect not to have the deferred benefits aggregated with their new LGPS employment (or ongoing concurrent LGPS employment) if the member has not made an election to retain separate benefits within 12 months of commencing membership of the LGPS in the new employment (or within 12 months of ceasing the concurrent membership) [*regulations 22(7) and (8) of the LGPS Regulations 2013*].

### Recommendation 2014:

The Pensions policy (section 6) requires employees to make election within 12 months. No reason foreseen to publish otherwise as systems and policy in place to advise employees of time limit.

However, late applications will be considered on a case-by-case basis providing there is no additional cost to the Council.

## 9. Discretion 9

- 9.1 How the pension contribution band to which an employee is to be allocated on joining the Scheme, and at each subsequent April, will be determined and the circumstances in which the employer will, in addition to the review each April, review the pension contribution band to which an employee has been allocated following a material change which affects the member's pensionable pay in the course of a Scheme year (1 April to 31 March) [*regulations 9 and 10 of the LGPS Regulations 2013*].

### Recommendation 2014:

The Pensions policy (section 2) explains how employee's contribution bands are assessed.

## 10. Discretion 10

10.1 Whether or not, when calculating assumed pensionable pay when a member is:

- on reduced contractual pay or no pay on due to sickness or injury, or
- absent during ordinary maternity, paternity or adoption leave or during paid additional maternity, paternity or adoption leave, or
- absent on reserve forces service leave, or
- retires with a Tier 1 or Tier 2 ill health pension, or
- dies in service

to include in the calculation the amount of any 'regular lump sum payment' received by the member in the 12 months preceding the date the absence began or the ill health retirement or death occurred. A 'regular lump sum payment' is a payment for which the member's employer determines there is a reasonable expectation that such a payment would be paid on a regular basis.

*[Regulations 21(4)(a)(iv), 21(4)(b)(iv) and 21(5) of the LGPS Regulations 2013].*

### Explanation of Impact:

#### **Example 1 (Absence – all reasons stated above)**

Member on reduced or no pay. Member can finish up with a bigger pension accrual than if the member had not been absent and had, instead, been at work.

Member receives a £1,200 annual performance payment in May 2014 and goes onto reduced contractual pay for the period 1 November 2014 to 31 December 2014, returning to full pay from 1 January 2015.

The £1,200 has already been included in the member's pensionable pay cumulatives for 2014/15. If it was included in assumed pensionable pay for November and December 2014, 2/12 of £1,200 (i.e. £200) would be added into the cumulative pensionable pay. If the member had not been sick, that £200 would not have been included in pensionable pay (as the member was not next due to get a lump sum annual performance payment until May 2015).

#### **Example 2 (Ill Health Retirement/Death in Service)**

It might seem reasonable to add back any 'regular lump sum payment' received by the member in the 12 months preceding ill health retirement or death in service into the assumed pensionable pay to be used to work out the amount of enhanced pension for a member who retires with a Tier 1 or Tier 2 ill health pension, or used to work out the survivor pension and / or death grant for a member who dies in service.

However, what if the member is, say, only 40 at the time of the ill health retirement / death in service? Is it likely that the employer would have paid such a lump sum to the member every year between age 40 and the member's Normal pension Age? That, in essence, would be implied as being the case if the employer were to add the lump sum back into the assumed pensionable pay figure to be used to calculate the amount of ill health enhanced pension and / or survivor pension.

### Recommendation 2014:

Any decision as to whether or not to include in the calculation of a scheme member's assumed pensionable pay the amount of any 'regular lump sum payment' received by

the member in the 12 months preceding the date the absence began or the ill health retirement or death occurred would need to be fair, equitable and justifiable.

It is recommended that the Council

1. Does not include lump sum payment for periods of absence.
2. Gives consideration to including regular lump sum payments for ill health retirement and death in service, with the primary criteria being whether it could reasonably be expected that the member would have been likely to receive that regular payment for the foreseeable future.
3. Recommended that all decisions are approved by the Head of Resources and guidance is taken from LGSS Pensions.

## **11. Existing Employer Discretions**

### **11.1 Forfeiture of Pension Rights**

Where an employee has committed an offence that was gravely injurious the State or liable to lead to serious loss of confidence in the public service, the employer (or former employer) may request a forfeiture certificate directing former pension rights to be forfeited.

**Recommendation:** The Council will consider each case on its merits.

### **11.2 Recovery or retention where former member has misconduct obligation**

Where an individual leaves their employment in consequence of a criminal, negligent or fraudulent act or omission and a monetary obligation is due to the employer, that employer may seek to recover or retain the monetary obligation out of the pension fund.

**Recommendation:** The Council will consider each case on its merits.

### **11.3 Tier 3 Ill Health Retirement**

Determine whether person in receipt of Tier 3 ill health pension has started gainful employment R37 (3) & (4)

Whether to recover any overpaid Tier 3 pension following commencement of gainful employment R 37 (3)

Determine whether person in receipt of Tier 3 ill health pension has started gainful employment (*Regulation 37(3) and (4)*)

**Recommendation:**

The Council will consider each case on its merits.

Whether to recover any overpaid Tier 3 pension following commencement of gainful employment (*regulation 37(3)*)

**Recommendation:**

Assumption should be that recovery will be made in each case as the member is required to notify the Council of any employment, however cases will be considered on their merits.