

SCHEDULE

ACAS (FLEXIBLE WORKING) ARBITRATION SCHEME

PART VI

SCOPE OF THE SCHEME

Cases that are covered by the Scheme

19. This Scheme only applies to disputes involving proceedings, or claims which could be the subject of proceedings, before an employment tribunal arising out of a contravention, or alleged contravention, of section 80G(1) or section 80H(1)(b) of the 1996 Act.

20. The Scheme does not extend to other kinds of claim which may be related to, or raised at the same time as, a Flexible Working Claim. For example, sex discrimination cases are not covered by the Scheme.

21. If a Flexible Working Claim has been referred for resolution under the Scheme, any other claim, even if part of the same dispute, must be settled separately, or referred to the employment tribunal, or withdrawn. In the event that different aspects of the same dispute are being heard in the employment tribunal as well as under the Scheme, the arbitrator may decide, if appropriate or convenient, to postpone the arbitration proceedings pending a determination by the employment tribunal.

Waiver of jurisdictional issues

22. Because of its informal nature, the Scheme is not designed for disputes raising jurisdictional issues, such as for example:

- whether or not the claimant is an employee of the Employer;
- whether or not the Employee had the necessary period of continuous service to bring the claim;
- whether or not time limits have expired and/or should be extended.

23. Accordingly, when agreeing to refer a dispute to arbitration under the Scheme, both parties will be taken to have accepted as a condition of the Scheme that no jurisdictional issue is in dispute between them. The arbitrator will not therefore deal with such issues during the arbitration process, even if they are raised by the parties, and the parties will be taken to have waived any rights in that regard.

Inappropriate cases

24. The Scheme is not intended for disputes involving complex legal issues. Whilst such cases will be accepted for determination (subject to the Terms of Reference), parties are advised, where appropriate, to consider applying to the employment tribunal or settling their dispute by other means.