

# **FLEXIBLE WORKING POLICY (H27)**

If you require a copy of this policy in an alternative format (for example large print, easy read) or would like any assistance in relation to the content of this policy, please contact the Equality and Diversity team on 01803 656680.

*This is a controlled document. It should not be altered in any way without the express permission of the author or their representative. On receipt of a new version, please destroy all previous versions.*

<b>Date of Issue:</b>	May 2016	<b>Next Review Date:</b>	February 2021
<b>Version:</b>	1.1	<b>Last Review Date:</b>	February 2019
<b>Author:</b>	HR Manager		
<b>Directorate:</b>	Workforce and Organisational Development		
<b>Approval Route</b>			
<b>Approved By:</b>		<b>Date Approved:</b>	
JCNC		12 May 2016	
<b>Links or overlaps with other policies:</b>			
Special Leave			
Maternity, Paternity & Adoption Leave			
Career Break			
Sabbatical			
Secondment			

### Amendment History

Issue	Status	Date	Reason for Change	Authorised
1		May 2016	New ICO Template	Deputy Director of HR
1.1	Approved	February 2019	General review and audit	HR Advisor

## Rapid Equality Impact Assessment

Policy Title (and number)	Flexible Working Policy				
Policy Author	HR Directorate				
Version and Date (of EIA)	Version 1 March 2016				
Associated documents (if applicable)					
<b>RELEVANCE: Does the aim/purpose of the policy relate to each of the aims of the Public Sector Equality Duty?</b>					
• Eliminate unlawful discrimination or other conduct prohibited by the Equality Act 2010					Yes
• Advance equality of opportunity between people from different groups					Yes
• Foster good relations between people from different groups					No <input type="checkbox"/>
<b>SIGNIFICANCE AND IMPACT: Consider the nature and extent of the impact, not the number of people affected.</b>					
Does the policy affect service users, employees or the wider community? (if no, proceed to sign off)					Yes
Does the policy affect service delivery or business processes?					No <input type="checkbox"/>
Does the policy relate to an area with known inequalities (deprivation/unemployed/homeless)?					No <input type="checkbox"/>
<b>EQUALITY ANALYSIS: How well do people from protected groups fare in relation to the general population?</b>					
<i>PLEASE NOTE: Any 'Yes' answers may trigger a full EIA and must be referred to the equality leads below</i>					
Is it likely that the policy/procedure could treat people from protected groups less favorably than the general population? (see below)					
Age	No <input type="checkbox"/>	Disability	No <input type="checkbox"/>	Sexual Orientation	No <input type="checkbox"/>
Race	No <input type="checkbox"/>	Gender	No <input type="checkbox"/>	Religion/Belief (non)	No <input type="checkbox"/>
Gender Reassignment	No <input type="checkbox"/>	Pregnancy/ Maternity	No <input type="checkbox"/>	Marriage/ Civil Partnership	No <input type="checkbox"/>
Is it likely that the policy/procedure could affect particular 'Inclusion Health' groups less favorably than the general population? (substance misuse; teenage mums; carers; travellers; homeless; convictions; social isolation; refugees)					No <input type="checkbox"/>
Please provide details for each protected group where you have indicated 'Yes'.					
What if any, is the potential for interference with individual human rights? (consider the FREDA principles of Fairness/ Respect/ Equality/ Dignity/ Autonomy)					
N/A					
<b>RESEARCH AND CONSULTATION</b>					
What is the reason for writing this policy? (What evidence/ legislation is there?)					
Outlines process for requesting flexible working and details different types of working arrangements.					
Who was consulted when drafting this policy/procedure? What were the recommendations/suggestions?					
JCNC					
<b>ACTION PLAN: Please list all actions identified to address any impacts</b>					
Action	Person responsible			Completion date	
<b>AUTHORISATION</b>					
Name of person completing the form	HR Manager			Signature	
Validated by (line manager)				Signature	

## Contents

<b>1</b>	<b>Policy Statement</b> .....	<b>5</b>
<b>2</b>	<b>Purpose</b> .....	<b>5</b>
<b>3</b>	<b>Scope</b> .....	<b>5</b>
<b>4</b>	<b>Equality and Diversity Statement</b> .....	<b>5</b>
<b>5</b>	<b>Roles and Responsibilities</b> .....	<b>5</b>
<b>6</b>	<b>Flexible Working Arrangements</b> .....	<b>6</b>
<b>7</b>	<b>Making a Flexible Working Request</b> .....	<b>6</b>
<b>8</b>	<b>Key Principles for Flexible Working Arrangements</b> .....	<b>7</b>
<b>9</b>	<b>Variations to Contracts of Employment</b> .....	<b>8</b>
<b>10</b>	<b>Employer’s Right to Refuse a Flexible Working Request</b> .....	<b>9</b>
<b>11</b>	<b>Review Procedure against a Decision not to grant a Flexible Working Request</b> .....	<b>9</b>
<b>12</b>	<b>Training and Awareness</b> .....	<b>10</b>
<b>13</b>	<b>References</b> .....	<b>10</b>
<b>14</b>	<b>Contact Details</b> .....	<b>10</b>
<b>15</b>	<b>Monitoring, Audit and Review Procedures</b> .....	<b>10</b>
<b>16</b>	<b>Appendix 1 – Types of Flexible Working</b> .....	<b>11</b>
<b>17.</b>	<b>Appendix 2 – Template for Discussing Flexible Working</b> .....	<b>23</b>
<b>18.</b>	<b>Appendix 3 – Flexible Working Application Form (FWA)</b> .....	<b>25</b>
<b>19.</b>	<b>Appendix 4 – Flexible Working Application Acceptance Form (FWB)</b> .....	<b>28</b>
<b>20.</b>	<b>Appendix 5 – Flexible Working Application Rejection Form (FWC)</b> .....	<b>29</b>
<b>21.</b>	<b>Appendix 6 – Flexible Working Appeal Form (FWD)</b> .....	<b>31</b>
<b>22.</b>	<b>Appendix 7 – Flexible Working Appeal Reply Form (FWE)</b> .....	<b>32</b>
<b>23.</b>	<b>Appendix 8 – Flexible Working Request Procedure</b> .....	<b>33</b>

## **1 Policy Statement**

- 1.1 Torbay & South Devon NHS Foundation Trust (the Trust) is committed to providing safe, high quality health and social care at the right time, in the right place 24/7 356 days a year. It strives to achieve this whilst also enabling staff the opportunity to balance their work and home life.
- 1.2 The Trust recognises the importance of supporting staff to balance their work and home life and will where possible offer flexible working arrangements. Although the Trust is committed to providing the widest possible range of working patterns for its workforce, both management and employees need to be realistic and to recognise that the full range of flexible working options will not be appropriate for all jobs across all areas of the service.

## **2 Purpose**

- 2.1 This policy sets out the process within which staff can request to work flexibly and takes into account the provisions of the Employment Act 1996 (as amended).

## **3 Scope**

- 3.1 This policy applies to all staff who meet the qualifying conditions set out below.
- 3.2 All employees who have a minimum of 26 weeks continuous service are eligible to make a flexible working request providing they have not made another flexible working request during the previous 12 months.

## **4 Equality and Diversity Statement**

- 4.1 The Trust is committed to preventing discrimination, valuing diversity and achieving equality of opportunity. No person (staff, patient or public) will receive less favourable treatment on the grounds of the nine protected characteristics (as governed by the Equality Act 2010): sexual orientation; gender; age; gender re-assignment; pregnancy and maternity; disability; religion or belief; race; marriage and civil partnership. In addition to these nine, the Trust will not discriminate on the grounds of domestic circumstances, social-economic status, political affiliation or trade union membership.
- 4.2 The Trust is committed to ensuring all services, policies, projects and strategies undergo equality analysis.

## **5 Roles and Responsibilities**

- 5.1 Managers are responsible for:
  - Having an open and constructive discussion with the employee following a request to consider flexible working.
  - Considering all requests in a timely and reasonable manner.
  - Ensuring all decisions are made consistently and equitably
  - Ensuring that any decision is balanced against the needs of the service and the needs of the individual.

- Confirming in writing the reasons for their decision to the employee.
- Completing appropriate documentation to ensure that the flexible working is effectively managed through the ESR and payroll.
- Monitoring and reviewing the impact of the flexible working on the service.

#### 5.2 Employees are responsible for:

- Providing sufficient information on the application (Flexible Working Application Appendix 3) and in discussion to enable the manager to make an appropriate decision.
- Consider the practical implications of their request and how the department could accommodate these.
- Recognising the demands of service provision and be prepared to constructively discuss alternatives or changes to their plans in order to balance their own wishes with the needs of the service.
- Ensuring they comply with and meet the terms and conditions of the flexible working.

## 6 Flexible Working Arrangements

6.1 This policy considers the following options, (Appendix 1 – Types of Flexible Arrangements) but the Trust recognises that there may be alternatives, and that the working pattern that may suit any particular individual could be a unique one involving a combination of options:

- Part Time Hours
- Job Sharing
- Term Time Working
- Flexi-Time
- Compressed Hours
- Annualised Hours
- Temporarily Reduced Hours

## 7 Making a Flexible Working Request

7.1 To assist an employee prior to making a formal application they may wish to consider the implications of their request by completing the “Template for Discussing Flexible Working” (Appendix 2).

7.2 If an employee wishes to make a formal application they **must** complete the Flexible Working Application Form (FWA) (Appendix 3) outlining their desired work pattern and consider the effect of the changes to their work and also their colleagues. Completing the application will cover the employee’s requirements under the Employment Rights Act 1996.

7.3 It is recommended that the manager meet with the employee upon receiving the application to discuss the proposed work pattern in depth and to discuss how it might be best accommodated. Alternative work patterns may also be considered if there are problems accommodating the original request. Whilst there is no legal entitlement for the

employee to be accompanied by a union representative or work colleague, managers should consider such requests.

- 7.4 Either following the receipt of the request or upon meeting the manager must inform the employee of their decision as soon as possible, using either the Flexible Working Application Acceptance Form (FWB) (Appendix 4) or the Flexible Working Application Rejection Form (FWC) (Appendix 5).
- 7.5 Any agreed changes to the employees working pattern/hours must be notified to payroll with a Change of Circumstances form. Some changes will be permanent; others will be agreements that will be reviewed regularly. Refer to section 9
- 7.6 If there is agreement to the new working arrangements there is no automatic right to transfer back to the original working arrangements, unless it is agreed in writing at the time of the change that this is fixed term in nature. A further request to change working arrangements must be made in accordance with this policy.
- 7.7 All requests, including any review of the decision, must be considered and decided on within a period of three months from first receipt, unless the manager agrees to extend this period with the employee.
- 7.8 The Manager should ensure the employee is notified of a meeting in writing. If the employee fails to attend a meeting to discuss the request and a further rearranged meeting without good reason, the manager can consider the request withdrawn. If you do so you must inform the employee.

## **8 Key Principles for Flexible Working Arrangements**

- 8.1 Where an instance of flexible working is proposed the Trust will need to take into account a number of criteria including (but not limited to) the following:
- the cost of the proposed arrangement;
  - the effect of the proposed arrangement on other staff;
  - the level of supervision that the post-holder requires;
  - the structure of the department and staff resources;
  - other issues specific to the individual's department;
  - an analysis of the tasks specific to the role, including their frequency and duration;
  - an analysis of the workload of the role.
  - Future development of the department
- 8.2 The flexible working arrangements work on a number of key principles, which managers and members of staff should note when considering a request for flexible working arrangements:

- Not all arrangements will be suitable for all working areas. Only those arrangements which ensure service needs are covered will be permitted for any individual or work area.
- Requests will not automatically be granted and a decision will be reached on a range of factors including those in 8.1.
- The decision to grant a request for flexible working will not automatically mean similar requests will be authorised in the future. Any decision must take into account the circumstances at the time the request is made.
- Any working arrangement that involves a group of staff in a particular area is subject to the normal consultation and agreement rules with that staff group and their representatives.
- Flexible working arrangements must be reciprocal and beneficial to both the individual and The Trust.
- Only one application for flexible working may be made within 12 months, except in extraordinary circumstances.
- Any flexible working arrangements must comply with the Trust's Equality & Diversity Policy.
- All flexible working arrangements must take account of and comply with the Working Time Regulations, including local collective agreements.
- All staff who work in excess of six hours on any day must take a break of at least 20 minutes during their shift, not at the beginning or the end of the shift.
- Shift patterns that include rotation from nights to days are recognised as useful for covering service needs, staff development and continuity of service. Managers and staff should be prepared to consider the needs of the service and individual staff members when either adopting or rejecting internal rotation for staff.
- Pay and benefits need to be adjusted on a pro-rata basis to changes in the hours worked, and the individual member of staff issued with a change of circumstances form. A new contract of employment will not be issued.

## **9 Variations to Contracts of Employment**

- 9.1 The following working arrangements will involve a permanent change to the contract of employment for the individual.
- Part-time hours
  - Job sharing
  - Term-time only working
  - Annualised hours

9.2 The following working arrangements are an agreement between the member of staff and manager and should be reviewed regularly to ensure that the needs of the service and employee are being met. Arrangements can be reviewed at the request of either management of staff. If it is demonstrated that service needs are being compromised, or are detrimental to the service, arrangements may be withdrawn after an appropriate period of notice.

- Flexi-leave
- Compressed hours
- Home-based working
- Temporarily reduced hours
- Team based self-rostering

## **10 Employer's Right to Refuse a Flexible Working Request**

10.1 Managers may refuse a request if they consider that one or more of the following grounds apply:

- the burden of additional costs,
- an inability to reorganise work amongst existing staff
- an inability to recruit additional staff
- a detrimental impact on quality
- a detrimental impact on performance
- detrimental effect on ability to meet customer demand
- insufficient work for the periods the employee proposes to work
- planned structural changes

## **11 Review Procedure against a Decision not to grant a Flexible Working Request**

11.1 Decisions regarding flexible working leave should be dealt with in a reasonable manner. An employee who believes that their request has been unreasonably refused has the opportunity to request a review against the decision using the following procedure.

11.2 A written letter of review must be submitted to the appropriate manager (at a level above the manager who made the original decision) within 14 calendar days of the letter confirming the refusal. The letter should detail the reasons why the employee believes the original decision was not appropriate.

11.3 The senior manager will review the original decision and assess whether or not the decision reached was appropriate in all the circumstances. In making this decision the senior manager may find it helpful to meet with either or both the employee and manager where appropriate. The outcome of the review will be communicated in writing. The outcome of the Senior Manager's decision is final.

11.4 No further application for flexible working can be made within 12 months, except in extraordinary circumstances

## **12 Training and Awareness**

- 12.1 Advice and support will be provided by the HR team to support staff and managers in adhering to this policy and their understanding of dealing with a flexible working request.
- 12.2 The HR team will raise awareness of this policy through the publication of information on ICON and to advise staff of changes to the policy through the staff bulletin and ratification processes.

## **13 References**

- 11.1 ACAS Code of Practice – Handling in a reasonable manner requests to work flexibly.

## **14 Contact Details**

- 12.1 Any queries regarding this policy should be directed to the HR team of the Directorate of Workforce and Organisational Development.
  - HR Helpline – 01803 655754 (ext. 55754)
  - HR department – 01803 654506

## **15 Monitoring, Audit and Review Procedures**

- 13.1 This policy will be monitored and audited on a regular basis. A full review will take place every two years by the Directorate of Workforce and Organisational Development unless legislative changes determine otherwise.

## 16 Appendix 1 – Types of Flexible Working

For the purposes of this policy flexible working relates to an employee's working arrangements in terms of working time, location and pattern of working.

### 1 Part-time hours

1.1 This is where an employee's normal working hours are less than the normal full-time hours for the post and band. Part-time hours may be worked over five days or less per week, on a regular or variable basis.

1.2 Before an agreement with an employee can be finalised the following points need to be considered and agreed:

- How many hours per week are required for the post?
- If part-time working is agreed, how will the remainder of the work be covered?
- What pattern of hours will be worked (per day and per week)?
- What happens if additional hours are required to be worked? Will payment be made or will time off in lieu be given?
- Does the agreement require flexibility in terms of hours and days worked?
- Are there any special overlaps required between the part-time post-holder and other employees?

1.3 Any employee who opts to change to part-time working will be deemed to have requested a permanent change to their contract of employment, unless it is agreed in writing at the time of the change that this is fixed term in nature.

1.4 Salary and all pay-related benefits will be calculated pro-rata, such as salary increases, pension, sick and maternity pay, redundancy pay, annual leave and bank holidays, maternity and paternity leave.

1.5 In line with Agenda for Change terms and conditions if excess hours are worked the employee will receive any pay at their basic hourly rate. Enhanced rates are only payable once normal full-time hours for that post have been exceeded.

### Frequently Asked Questions

**Q. If I work part-time can I vary the hours I work each week?**

**A.** It may be possible to vary your weekly hours providing you work your contracted hours within the period of one month, subject to the agreement of your line manager.

**Q. Can I work only on certain 'fixed' days of the week?**

**A.** Only if there is no compromise to service standards or any adverse impact on the rest of the team and you have the consent of your line manager.

## 2. Job-sharing

- 2.1 Job-sharing is defined as the filling of a full-time post by two (or more) people, who voluntarily share the responsibilities of a full-time job. The salary and terms and conditions of service are shared on a pro-rata basis according to the hours worked by each job-sharer.
- 2.2 Before an agreement with an employee can be finalised the following points need to be considered and agreed:
- Can the duties and responsibilities be clearly defined and measured for each person?
  - If the role requires a broad range of skills, would two (or more) people provide those skills between them?
  - Would the role benefit from longer than the normal full-time working hours per week?
  - Accountabilities for each “job-sharer” will need to be clearly defined.
- 2.3 All posts within the Trust may be considered for job-sharing, although certain posts may be considered unsuitable. This may be due to the nature of the work and/or patient care requirements. Each case should be dealt with on its own merits, but an application for job-share should not be unreasonably refused.
- 2.4 Job-share partners will have separate contracts of employment. A post may be shared by two (or more) people on a split day or split week basis (or however reasonably agreed) giving each employee a pro-rata share of the full-time hours of the post. Other sharing arrangements may be permitted at the discretion of the line manager.
- 2.5 Based on the needs of the service, limited overlap periods may be permitted, but the total hours should not exceed the normal full-time hours of the post.

### Procedure for requesting job-share

- 2.6 Initially, staff considering a job-share should discuss this with their line manager. If the application is acceptable, the process of recruiting a job-share partner will commence. Where an application is rejected, a full explanation will be given with reasons for rejection.
- 2.7 The recruitment process, where an existing employee has requested to job-share, will involve the placement of an advertisement for the remaining portion of the post, with a clear statement that this is an advert for a job share post. Until such time as a job-sharing partner has commenced employment, the existing employee will ordinarily continue to work full time, subject to individual and departmental circumstances.
- 2.8 Candidates who submit a joint application for job-share must be interviewed individually in the same way as all the candidates. A joint interview must also take place to assess their compatibility to work as partners. To be successful the candidates would need to demonstrate that their combined skills, knowledge and

ability to do the job is greater than the other applicants, who could be either individual candidates, individual job share applicants or other joint applicants for job-share.

- 2.9 If, after advertising twice for a job-sharing partner, the remaining job-share post remains unfilled, the original post will potentially be re-advertised as full-time. If the job-sharer does not wish to work full-time they may be placed on the redeployment register.
- 2.10 The way in which the actual hours of a job-share post are divided between the job-share partners should be decided by the line manager, in consultation with the job-share partners, taking into account the following:
- The needs of the service
  - Any limitations on accommodation, equipment etc.
  - The desirability of building in a hand-over period or liaison time (the total hours worked by the job-share partners should not exceed the normal full-time hours of the post).
  - The need for effective communication between:
    - The job-share partners
    - The job-share partners and their manager(s),
    - The job-share partners and their colleagues,
    - The job-share partners and patients
    - The need to ensure consistency of approach
- 2.11 Each job-share partner will have an individual contract of employment which will need to reflect the particular terms of the agreement, including the name of the job-share partner, cover arrangements and procedures which apply if one partner leaves the post, for whatever reason (see below).
- 2.12 Individuals who share jobs may be on a different pay point because of length of service and other relevant factors determining salary, but will always be graded on the same band, and paid pro-rata to the basic full-time hours.
- 2.13 All other benefits will be pro-rata depending on the hours worked.
- 2.14 Job-sharers will have the same access to development opportunities as full-time staff. When training takes place on a day on which one of the job-sharers would not normally work, time off in lieu should be considered.
- 2.15 If a job-sharer undertakes to work additional hours, overtime rates do not apply until the individual's total number of hours worked are in excess of the normal full-time hours.
- 2.16 Public holidays will be shared between the job-share partners on a pro-rata basis dependent on the hours that each job-sharer is contracted to work.
- 2.17 Job-share partners are entitled to the normal provision of sickness payment and have to follow the same reporting procedures as all employees.

- 2.18 Job-share partners may apply to be considered for promotion/transfer individually or on a joint basis.
- 2.19 Where there is an on-call requirement, this should be shared pro-rata between job-sharers. On-call payments will be paid pro-rata and call-outs paid in accordance with the appropriate regulations.
- 2.20 Where one part of a shared post is unoccupied due to sickness, maternity or other leave, excluding annual leave, the remaining job-sharer may be invited to undertake additional hours up to, but not exceeding the full-time hours of the post. The job-sharer is not under any obligation to undertake these additional hours.
- 2.21 The job-sharers will have joint objectives in terms of the requirements of the role, but will have individual performance reviews concerning their personal contribution to the objectives, in addition to their personal development needs and future aspirations.
- 2.22 If one half of the job-share partnership leaves the following will happen:
- The remaining job-sharer will be offered the post on a full-time basis.
  - If this is unacceptable, the Trust will take all reasonable action to recruit another job-share partner through the normal recruitment and selection procedure.
  - Failure to recruit a suitable replacement, after at least two advertisements, will result in the post being advertised on a full-time basis and the Trust will seek to redeploy the remaining sharer in accordance with the Trust's Redeployment Procedure. Protection arrangements will not apply.
  - In accordance with this policy, if no alternative employment can be identified, the post-holder may be declared redundant.
- 2.23 It is important that job-sharers discuss issues and hand-over information to ensure continuity of operation in the post. If possible, a hand-over period when the job-sharers meet should be built into the working pattern. Otherwise, the line manager will need to ensure that the partners have devised suitable hand-over procedures, e.g. notes, telephone contact, e-mails etc.
- 2.24 The maintenance of good communications remains the responsibility of the job-share partners, but will be encouraged and supported by the line manager.

### **Frequently Asked Questions**

**Q. If I want to work a job-share can the Trust find someone to work with me?**

- A.** It is an individual's responsibility to find a job-share partner and the Trust would encourage you to find out if anyone else in your team or department might be interested. We can help by reviewing any other person who has expressed a wish to share a job or to work part-time and by placing an advert in the internal Vacancy Bulletin.

**Q. What is different about a job-share contract as opposed to a part-time one?**

- A.** In a job-share both parties are contracted as inter-dependent partners. This means that if one wishes to leave and a replacement cannot be found to cover the remaining hours, the contract of the remaining job-sharer may be terminated if no other part-time or alternative job share post can be found. The redeployment process may be explored in this situation.

Communication, co-operation and co-ordination between job-sharers must be of a high order as performance is assessed on the combined contribution rather than on individual input and effort.

**Q. What if the `new` job share partner cannot do the same hours as the previous post-holder?**

- A** Where one party leaves the arrangement, the split of hours may have to be re-negotiated in order to accommodate the needs of the new partner.

**3. Term-time working**

- 3.1 Term-time working is defined as working part-time or full-time during school term periods and not working during the school holiday periods.
- 3.2 All full or part-time employees can apply for term-time working. The feasibility of the request will be assessed and a decision made subject to operational demands and the needs of the service. The manager will advise the employee as to whether the post can be changed to term-time working.
- 3.3 Where the application is approved, a Change of Circumstances form should be completed. This acts as the confirmation of the change in contract as well as advising the Payroll Department to effect the appropriate salary amendments.
- 3.4 The salary of the *term-time only* employee will be paid in twelve equal parts.
- 3.5 Any member of staff who opts to change to term-time only working will be deemed to have requested a permanent change to their contract of employment, unless it is agreed otherwise in writing at the time of the change that it is fixed term in nature.
- 3.6 Annual leave entitlement is calculated within the term-time only contract and the salary is paid accordingly. All annual leave is deemed as being taken during the school holidays unless as a result of sickness or maternity leave this is not possible. It is not expected that an employee on a *term-time only* contract will take holiday outside school holidays. Holiday pay is paid throughout the year every month.
- 3.7 Bank holiday pay is paid throughout the year every month.

#### **4. Flexi-time**

- 4.1 Allows an employee to choose, within certain set limits, when to start and finish their working day.
- 4.2 Flexi-time is not a contractual right and the needs of the Trust will take precedence at all times. Therefore flexibility is required by all parties if flexible working is to be of maximum benefit.
- 4.3 The following guidelines are intended to be used as a **framework** for teams to work with and to ensure that there is consistency throughout the organisation with respect to the general principles and entitlements. Not all working areas will be suitable for flexi-time, e.g. those areas that have specific shift times and patterns.

#### **4.4 General Principles**

- 4.4.1 A full-time employee is classed as someone working a 37.5 hour week. A day constitutes 7.5 hours and a half day 3.75 hours.
- 4.4.2 Staff are required to work during core hours, which are 9.30am to midday and 2.00pm to 4.00pm. All staff are expected to work during core hours unless on annual or sick leave, although staff can be away from their base at these times if on business.
- 4.4.3 Generally, staff should not start work before 8.00am or finish after 6.00pm unless there are exceptional circumstances or there are specific shift patterns, in which case prior agreement of the line manager must be sought.
- 4.4.4 Lunch will be taken between midday and 2.00pm and a minimum of 30 minutes must be taken if working at least six hours.
- 4.4.5 No more than 10 hours a day should be work and these hours should not be worked on a regular basis.
- 4.4.6 For those staff who usually work between Monday and Friday and between 8.00am and 6.00pm weekend working would not be appropriate unless this is agreed with their manager.

#### **4.5 Accrual of Flexi-time**

- 4.5.1 Work performed as flexi-time is classed as ordinary time and does not attract overtime.
- 4.5.2 If there are times of fluctuation in work priorities and working over a weekend or bank holiday is required it will not impact on flexi-time and will be paid as time off in lieu or overtime (whichever is appropriate and agreed with your line manager).
- 4.5.3 Flexi-time can be accrued and taken as follows:

- A maximum of 7.5 hours, i.e. one full-time working day (pro-rata for part-time staff) per calendar month may be accrued and taken as flexi-time, in whole hours, in the following month.
- In the following accounting period credit or debit hours must be reduced or made up as applicable.
- A negative balance of up to 7.5 hours, i.e. one full-time working day (pro-rata for part-time staff) may be carried forward to the next calendar month.

#### **4.6 Taking Flexi-leave**

4.6.1 When requesting to take flexi time the needs of the service must take priority.

4.6.2 Following the accrual of flexi-time staff may request flexi-leave. Requests must be made to their line manager. Managers must not unreasonably refuse requests for flexi-leave from any staff.

4.6.3 Staff working flexi-time who are leaving the employment of The Trust and have hours owing to them must take them before their employment is terminated. Payment will not be made for these hours. The usual rules regarding the number of hours that can be taken in one calendar month must be adhered to, i.e. no more than 7.5 hours can be taken in one calendar month (pro-rata for part-time staff). If there is a negative balance of hours on the termination of employment final pay will be adjusted accordingly.

#### **4.7 Recording Flexi-time**

4.7.1 Timesheets **must** be completed accurately each day by the member of staff and should cover an accounting period of 4 weeks.

4.7.2 At the end of the accounting period the flexi time sheet must be totalled and signed by the employee and passed to the manager for checking and signing. timesheets should be kept in an agreed place and be available to be checked at any time.

4.7.3 Annual leave, sickness and training days will be recorded as the hours for an individual's standard working day.

4.7.4 A false entry of time recorded will be considered an act of misconduct and will be dealt with in accordance with the Disciplinary Policy (H1).

#### **4.8 Medical and Dental Appointments**

4.8.1 In view of the substantial flexibility provided by these arrangements staff are expected to arrange routine dental, medical and other similar appointments in their flexible hours allowing flexi-time to be accrued to cover the hours.

4.8.2 Routine medical appointments may be taken as annual or flexi leave depending on the circumstances. Staff should advise their line manager of the time they anticipate being absent. Time may be allowed so that absent time does not have to be made up, depending on the circumstances.

#### 4.9 Review of flexi-time arrangements

- 4.9.1 If flexi-time arrangements are agreed for an individual or work area an appropriate trial period must be undertaken. If, at the end of the trial period, it is clear that the service needs are not being met and any problems cannot be overcome, the flexi-time arrangement will cease.
- 4.9.2 If, after the trial period, the arrangements are deemed to be successful, consideration should be given to continuing the arrangement.
- 4.9.3 At the request of either management or staff the arrangements can be reviewed. If it is demonstrated that service needs are being compromised or staff are suffering detriment the arrangements may be withdrawn after an appropriate period of notice.

#### 5. Compressed hours

- 5.1 Compressed working weeks (or fortnights) do not necessarily involve a reduction in total hours or any extension in individual choice over which hours are worked. The central feature is the re-allocation of work into fewer and longer blocks during the working week (or fortnight).
- 5.2 Before an agreement with an employee can be finalised the following points need to be considered and agreed:
- Agreement with the line manager must be sought in advance and actual timings need to be defined to ensure that service needs are met in full.
  - Allows for greater coverage of the working day by the department and provides flexibility for the individual.
  - Minimum break times must be taken during the working day according to the Trust policy to ensure Working Time Regulations are met.
  - These arrangements cannot apply to staff who are rostered, but only to those who work a *standard* week and who are not required to handover to an oncoming shift.
  - Are there any particular health & safety or security issues, which need to be considered when working outside of the *normal hours*?
- 5.3 Pay and benefits are not affected if the full-time hours for the post are worked over five days or less, if this is not the case benefits will be pro-rata depending on the hours worked. Annual leave entitlements will be calculated in the normal way, however the amount of hours in the working day may be different from the standard 7.5 hours. Leave will be allocated in hours rather than days.
- e.g. For an individual working compressed hours over a 9 day fortnight one day's annual leave will be equivalent to 8.33 hours. (75 hours over 2 weeks divided by 9 days).
- 5.4 The maximum length of working day must not exceed 10 hours.

## Frequently Asked Questions

**Q. Could compressed working hours arrangements include weekend work?**

**A.** No, not unless your existing work pattern includes weekend work.

**Q. Could compressed hours allow for longer but fewer shifts?**

**A.** Only if there is no compromise to service standards or any adverse impact on the rest of the team, and your hours do not exceed those stated in this policy.

**Q. Could I reduce my daily hours by working through my breaks?**

**A.** No. A meal/rest break must be taken during your working hours.

## 6. Annualised hours

6.1 An annualised hours scheme is a flexible working option where an employee works a longer day during certain periods of the year and a shorter day the rest of the year. The period of time an employee is contracted to work is defined over a whole year as opposed to a week. The hours worked are not spread evenly throughout the year.

6.2 Such an arrangement can be of benefit to the department as it can enable the manager to match staffing levels with peaks and troughs in activity. Additionally, this type of contract is particularly useful for employees whose workloads varies throughout the year but does not fit into, for example, a term-time only contract.

6.3 Annualised hours should be introduced on a team rather than individual basis. Where individuals make requests to work in this way then it should be considered in the context of the team, i.e. are there sufficient resources to provide cover during periods of reduced working etc.

6.4 Before an annualised hours contract is issued it is imperative that the detail of how the hours are to be worked are written up as a document in consultation with the employee and with HR advice. This should then be agreed and signed by the employee and line manager. This will be kept on the employee's personal file with a copy of the Annualised Hours Statement of Particulars.

6.5 Before an agreement with an employee can be finalised the following points need to be considered and agreed:

- Does the role show a peak and trough pattern which would lend itself to annualised hours working without an adverse effect on service needs?
- Can the service accommodate or adapt to lengthy periods of absence, e.g. during school holidays? What maximum period of absence could the service/department tolerate?
- How would the working pattern be arranged, e.g. number of hours per week/month (including minimum and maximum hours), days to be worked etc?

6.6 The basic salary of the annualised hours contract will be paid in twelve equal parts regardless of hours worked.

- 6.7 A member of staff employed on an annualised hours contract is required to participate in the normal departmental arrangements for the allocation of shifts, including bank holiday and school holiday working, unless agreed otherwise with their manager.
- 6.8 It is imperative that an accurate record is maintained of actual hours worked, within agreed rules of minimum and maximum amount of hours worked and that this record is agreed and signed by both the manager and the employee at no less than monthly intervals.
- 6.9 Sickness absence - if an individual was due to work 30 hours in a week, and they are absent due to sickness for the whole week, they will be deemed to have taken 30 hours' worth of sickness absence. If absence continues beyond the time that working hours had been planned, the average weekly hours should be used for the duration of the absence (average over the course of a year). Sick pay entitlements remain as outlined in individual contracts.
- 6.10 The identification of a *year* for an annualised hours contract will normally run from 1<sup>st</sup> April until 31<sup>st</sup> March. Employees commencing employment or leaving the Trust outside of these dates will have their hours calculated on a pro-rata basis for that year.
- 6.11 Annual leave entitlements will be calculated in the normal way, although leave will be allocated in hours rather than days. If the total hours for the year do not equate to *full time*, leave will be allocated on a pro-rata basis.
- 6.12 Bank holidays should be included within the annual leave allowance and will be allocated pro-rata for part time staff.
- 6.13 Maternity, paternity and adoption leave entitlements will be based on length of service and average weekly hours to be worked.
- 6.14 Attendance on training courses or study leave should be authorised using the same method as for an individual on a *standard* contract. For instance, if paid attendance is authorised, the average length of a working day should be used and this amount should be included within the annual hours worked.
- 6.15 In order to convert weekly hours to annualised hours, the standard weekly hours should be multiplied by 52.143 (the number of weeks per year). This figure will include annual leave and bank holidays. It is then essential to separate the leave from the working hours in order to monitor leave entitlements and working hours.
- 6.16 If total contracted working hours have been achieved prior to the end of the year, the employee has the following options as agreed with their line manager:
- Refrain from working until the new calendar year commences.
  - In exceptional circumstances payment for extra hours may be authorised.

- 6.17 If total contracted working hours have not been achieved at the end of the year, the employee has the following options:
- Re-pay the Trust for all hours not worked at the basic rate of pay. The method of re-payment should be discussed with the Payroll Department, and actioned via a Change of Circumstances form.
  - Agree with their manager an appropriate timescale to catch up on hours not worked. This should be over a period of no more than one month.
  - Continued failure to achieve contracted hours may constitute a breach in contract. In such cases, the Trust's Disciplinary Policy would apply.
- 6.18 If an employee resigns from their annual hours contract and there is a disparity between hours worked and payment received, the following options will apply:
- The notice period can be used to close the gap between work and pay.
  - The final salary payment can be adjusted accordingly.

### Frequently Asked Questions

**Q. Is an annualised hours arrangement only available for part-time workers?**

**A.** No. It may be possible to work full-time hours over a period of less than 12 months but great care must be taken that your working pattern does not contravene the rules of the Working Time Regulations.

**Q. If I have an annualised hours contract can I vary the hours I work each week?**

**A.** It may be possible to vary your weekly hours providing you work your contracted hours within the period of one month. This would be with the agreement of your manager and according to the needs of the service.

**Q. If I work additional hours, how is payment for these calculated?**

**A.** Hours worked are reconciled on a monthly basis to ensure that at year-end you have worked the annual contracted hours. These will be paid at the standard hourly rate until you have worked the full-time hours for the post.

**Q. Will any additional hours be paid as overtime?**

**A.** This depends if you are in a post which qualifies for a premium payment. If so, all overtime must be agreed in advance with your manager. Hours are reconciled on a monthly basis and if you have worked more than your contracted hours an adjustment will be made to offset any additional hours worked against next month's allocation. Alternatively payment may be made for additional hours.

**Q. Will any of my entitlements be affected if I work annualised hours?**

**A.** This depends on whether you are contracted to work the full-time hours for the post or not. If you are then you will receive full entitlements. If not, then you will receive the entitlements pro-rata.

## 7. Temporarily reduced hours

- 7.1 An arrangement which enables employees to work reduced hours for a specified period of time to deal with *special circumstances*. This could include a family or personal emergency, or to undertake a particular course of training or development. (See also Special Leave Policy).
- 7.2 An employee would be able to temporarily reduce his/her working hours for a defined period. Salary would be reduced pro-rata to the whole time salary. An employee could thus reduce their hours by a daily amount of time or by a weekly amount, i.e. could work short days or a short week.
- 7.3 Before an agreement with an employee can be finalised the following points need to be considered and agreed:
- Could service needs be covered without unreasonable additional costs?
  - What is the impact on the rest of the team?
  - Arrangements must be agreed in writing between employee and manager before changes to working hours are implemented.
  - Flexibility should be shown in the event of a crisis over which the employee has little or no control.
- 7.4 Salary and all pay-related benefits are reduced pro-rata to the full-time entitlement.

## Frequently Asked Questions

### **Q. What can be termed a family or personal emergency?**

**A.** A situation arising outside of work which places particular stress or difficulty on you and in which you need to take part to resolve the situation or lend support. (See also Special Leave Policy).

### **Q. Can I agree to work only on certain 'fixed' days of the week?**

**A.** Only if there is no compromise to service standards or any adverse impact on the rest of the team.

### **Q. If I reduce my hours, am I able to work outside the "normal" hours for the department.**

**A.** Yes, but consideration would need to be given to the same issues as someone opting for long days.

### **Q. If I reduced my hours would there be any effect on my pension?**

**A.** Yes, it would have an effect on how your length of service in the scheme is calculated. For example, if you reduced your hours to half time for one year, then it would only count as six months reckonable service.

## 17. Appendix 2 – Template for Discussing Flexible Working

Name:	<input type="text"/>	Department:	<input type="text"/>
Job title:	<input type="text"/>	Date:	<input type="text"/>

**What are the working arrangements that you would ideally like to change to?**

**What are the reasons?**

**What do you think the impact would be on:  
Your colleagues?**

**Your service users, patients etc.?**

**How do you think any difficulties may be overcome? What would you need to do differently?**

**What do you think would be the impact on your job?**

**Advantages:**

**Disadvantages:**

**Do you have any flexibility regarding hours/days/location that would limit the impact on the service?**

**Next steps**

Areas to consider:

- Changes to ways of working?
- Trial period?
- Any contractual changes?
- Review dates?
- Team meetings and communication?
- Advising colleagues?

## 18. Appendix 3 – Flexible Working Application Form (FWA)

### Note to the employee

You can use this form to make an application to work flexibly. You should note that it may take up to 14 weeks to consider a request before it can be implemented and possibly longer where difficulties arise. You should therefore ensure that you submit your application to your manager well in advance of the date you wish the request to take effect.

It will help us to consider your request if you provide as much information as you can about your desired working pattern. It is important that you complete **all** the questions as otherwise your application may not be valid. When completing sections 3 & 4, think about what effect your change in working pattern will have on both the work that you do and on your colleagues. Once you have completed the form, you should immediately forward it on to your manager (you might want to keep a copy for your own records). Your manager will then have 28 days after the day your application is received in which to arrange a meeting with you to discuss your request. If the request is granted, this will be a permanent change to your terms and conditions unless otherwise agreed.

### Note to the manager

This is a formal application for flexible working and the duty on employers is to consider applications seriously. You have 28 days after the day you receive this application in which to either agree to the request or arrange a meeting with your employee to discuss their request. You should confirm receipt of this application using the attached confirmation slip.

Forms FWB (appendix 3) to FEW (Appendix 6) in the Flexible Working Policy (HR29) have been provided for you to respond to this application.

### 1. Personal Details

Employee Name:	<input type="text"/>	Assignment No:	<input type="text"/>
Job Title:	<input type="text"/>	Manager's Name:	<input type="text"/>

### To the manager

I would like to apply to work a flexible working pattern that is different to my current working pattern and I confirm I meet the criteria as follows:

- I have worked continuously as an employee of The Trust for the last 26 weeks.
- I have not made a request to work flexibly during the past 12 months.

2a. Describe your current working pattern (days/hours/times worked):

2b. Describe the working pattern you would like to work in future (days/hours/times worked):

(Continue on a separate sheet if necessary and attach to this form)

2c. I would like this working pattern to commence from: Date:

2d: A previous application has not been made / was made on Date:

3. Impact of the new working pattern

I think this change in my working pattern will affect my employer and colleagues as follows:

4. Accommodating the new working pattern

I think the effect on my employer and colleagues can be dealt with as follows:

----- ✂ -----  
***Manager - Cut this slip off and return it to your employee in order to confirm your receipt of their application.***

Dear:  (Employee)

I confirm that I received your request to change your working pattern on: Date:

I shall be arranging a meeting to discuss your application within 28 days following this date.

From:  (Manager)

## 19. Appendix 4 – Flexible Working Application Acceptance Form (FWB)

### Note to the manager

You must write to your employee within 14 days following the meeting with your decision. This form can be completed when accepting an application to work flexibly. If you cannot accommodate the requested working pattern you may still wish to explore alternatives to find a working pattern suitable to you both.

**Please note that form Application Rejection Form (FWC) (Appendix 5) should be used if the employee's working pattern cannot be changed, and no other suitable alternative can be found.**

Dear: \_\_\_\_\_ (Employee) Assignment No: \_\_\_\_\_

Following receipt of your application and our meeting on: \_\_\_\_\_ Date: \_\_\_\_\_

I have considered your request for a new flexible working pattern.

I am pleased to confirm that I am able to accommodate your application.

I am unable to accommodate your original request. However, I am able to offer the alternative pattern which we have discussed and you agreed would be suitable to you.

Your new working pattern will be as follows:

Your new working arrangements will begin from. Date: \_\_\_\_\_

### Note to the employee

Please note that the change in your working pattern will be a permanent change to your terms and conditions of employment and you have no right in law to revert back to your previous working pattern.

**If you have any questions on the information provided on this form please contact me to discuss them as soon as possible.**

Manager Name:	_____	Date:	_____
Signature:	_____	Job Title:	_____

## 20. Appendix 5 – Flexible Working Application Rejection Form (FWC)

**Note to the manager**

You must write to your employee within 14 days following the meeting with your decision. This form can be completed when declining an application. Before completing this form you must ensure that full consideration has been given to the application. You must state the business ground(s) as to why you are unable to agree to a new working pattern and the reasons why the ground(s) applies in the circumstances

Dear: \_\_\_\_\_ (Employee) Assignment No: \_\_\_\_\_  
Following receipt of your application and our meeting on: \_\_\_\_\_ Date: \_\_\_\_\_

I have considered your request for a new flexible working pattern.

I am sorry but I am unable to accommodate your request for the following business ground(s):

The grounds apply in the circumstances because:

(You should explain why other work patterns you may have discussed at the meeting are also inappropriate. Please continue on a blank sheet if necessary).

Manager Name: _____	Date: _____
Signature: _____	Job Title: _____

**If you are unhappy with the decision you may appeal against it. Details of the appeal procedure are set out below.**

### **The Appeal Process**

#### **To the employee:**

If your manager turns down your request for flexible working, you have the right to appeal against the decision. If you wish to appeal, you must write to your Senior Manager setting out the grounds for your appeal, within 14 days of receiving written notice of your manager's decision. Form FWD (Appendix 6) has been provided for you to appeal against the decision.

#### **To the manager**

If you reject your employee's request for flexible working your employee has the right to appeal against your decision to the Senior Manager.

If your employee appeals against your decision to refuse a request for flexible working, the Senior Manager should arrange a meeting with your employee to discuss the appeal within 14 days of receiving the appeal letter/form.

After the meeting has been held, the employee will be contacted within 14 days to notify them of the outcome of the appeal using Form FEW (Appendix 7) a copy of which will be provided for the personal file.

**Manager - Now return this form to your employee and keep a copy for the individual's personal file**

## 21. Appendix 6 – Flexible Working Appeal Form (FWD)

### Note to the employee

If your application has been refused, you may appeal against your manager's decision to your Senior Manager. You can use this form to make your appeal. You should set out the grounds on which you are appealing, and do so within 14 days of receiving written notice that your application for flexible working has been turned down.

### Note to the Senior Manager

This is a formal appeal against the rejection to apply for flexible working. You have 14 days following you receipt of this form in which to arrange a meeting with your employee to discuss their appeal. When responding to this appeal use the Flexible Working Appeal Reply Form (FWE) (Appendix 7).

Dear:  (Senior Manager)

I wish to appeal against the decision to refuse my application for flexible working. I am appealing on the following grounds:

Employee Name:

Signature:

Job Title:

Now return this form to your General/Zone Manager. (You may wish to keep a copy for your own records).

----- ✂ -----  
**Manager – Please cut this slip off and return it to your employee in order to confirm your receipt of their appeal.**

Dear:  (Employee)

I confirm that I received your appeal request on:  Date:

I shall be arranging a meeting to discuss your appeal within 14 days of this date.

From:  (Manager)

## 22. Appendix 7 – Flexible Working Appeal Reply Form (FWE)

<b>Note to the Manager</b>
You may complete this form when replying to an appeal when an application to work flexibly. You must return this form to your employee, giving notice of your decision, within 14 days of the meeting at which you both discussed the appeal. If you decide to turn down the appeal, you must state the grounds for your refusal.

Dear <input type="text"/> (Employee)      Assignment No: <input type="text"/>
Following our meeting on: <input type="text"/> Date: <input type="text"/>
I have considered your appeal against the decision to refuse your application for a new flexible working pattern.
I accept your appeal against the decision. I am therefore able to accommodate your original request to change your working pattern as follows:
<input type="text"/>
Your new working arrangements will begin from: <input type="text"/> Date: <input type="text"/>
<b>Note to the employee</b>
Please note that the change in your working pattern will be a permanent change to your terms and conditions of employment and you have no right in law to revert back to your previous working pattern.

I am sorry but I must reject your appeal for the following ground(s):
<input type="text"/>
(Please continue on a separate sheet if necessary and attach to this form).

Senior Manager
Name: <input type="text"/> Date: <input type="text"/>
Signature <input type="text"/>

**Manager – Please return this form to your employee and keep a copy for the individual’s personal file**

### 23. Appendix 8 – Flexible Working Request Procedure

