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| FLEXIBLE WORKING | Policy Register No: 04017 Status: Public |
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1.0 Purpose

1.1 The purpose of this policy is to:

- Identify the flexibilities to which all staff, or all staff working in particular roles, are entitled
- Set out the process by which individual members of staff can request flexible working, and the framework to support managers in assessing whether the request can reasonably be accommodated

1.2 A description of the most common flexible working arrangements is included in Appendix 3 'Flexible Working – Operational Arrangements' document.

2.0 Common Flexible Working Arrangements

2.1 Developing flexible working patterns to suit the changing circumstances of people's lives is one important way of securing a sufficient number of effective and well-motivated staff.

2.2 Better retention of existing staff and improved recruitment to a service that is seen to be sensitive to individual staff's needs is ultimately a benefit to patients.

2.3 By breaking down existing conventions of how a job should be done, and between what hours, it also becomes more feasible to deliver care in patterns that extend access for patients.

2.4 This policy is based on three key principles:

- Individual members of staff have the right to ask for changes in their working pattern but should take into account the needs of their team and the service when making such requests
- Managers have a responsibility (and in some cases a legal obligation) to give such requests careful and serious consideration and to be as flexible in accommodating them as the needs of the service and the staff group as a whole allow
- Staff do not have an automatic right to change the way they work, nor do employers have an absolute right to resist or to impose change. Staff and managers have a responsibility to work together in an open, flexible and consultative manner to balance these issues locally

3.0 Scope

3.1 The policy covers all employees who are directly employed by the Trust. It does not form part of the employee's contract of employment unless required by legislation.

3.2 Formal requests by managers of staff to alter their patterns of work are not covered by this policy but addressed in the Policy on Organisational Change.

4.0 Roles and Responsibilities

4.1 Manager

- 4.1.1 The Manager is responsible for meeting with the employee once a formal flexible working request is submitted. This meeting and written confirmation of the outcomes must be completed within 28 calendar days of receiving the request. If the request is to be agreed then the meeting need not take place and instead the Manager must write to the employee to confirm the request within 28 calendar days of receiving it.
- 4.1.2 If the request is not agreed then the Manager must write to the employee setting out clear business reasons for the rejection of the request and notifying the employee of the appeals process.
- 4.1.3 The Manager is responsible for monitoring the flexible working arrangement and reviewing it in accordance with this Policy. The Manager should ensure that the arrangement continues to be appropriate for both the employee and the service.
- 4.1.4 The Manager must keep a record of flexible working applications and the outcome retained in the personal file.

4.2 Employee

- 4.2.1 Employees must submit a formal flexible working request using the form in Appendix 1.
- 4.2.2 Employees must give consideration to the fact that a flexible working arrangement may have contractual implications (e.g. pay, pension or other benefits) and they should discuss this with Human Resources or their Trade Union or Professional Body.

4.3 Human Resources

- 4.3.1 Human Resources are responsible for providing advice on flexible working and the relevant process to managers and staff.

5.0 Eligibility

- 5.1 The Trust has a legal obligation under the Flexible Working (Eligibility, Complaints and Remedies) (Amendment) Regulations 2009 to formally consider flexible working requests made by all employees with 26 weeks employment service.
- 5.2 To submit a statutory flexible working request the employee must have been continuously employed by the Trust for at least 26 weeks at the application date. Additionally, the employee must not have made another statutory request to work flexibly during the past 12 months.
- 5.3 Staff who are not eligible to make a statutory request for flexible working may still make a request under this Policy and it must be given due consideration by their Line Manager.

6.0 Minimum Guaranteed Flexibilities

6.1 Flexitime

6.1.1 If only a few members of a team want to adopt flexitime then another approach maybe more appropriate. Defining 'core' hours and agreeing what flexibilities can be offered to individual members of staff if the whole team does not wish to adopt flexitime is for local negotiation.

6.2 Team-Based Rostering

6.2.1 All teams who work to a roster should operate team-based rostering.

6.3 Job Share

6.3.1 All advertised full-time posts will be open to job-share applications unless the Line manager can demonstrate that the post would be unsuitable for this.

7.0 Process for Making and Considering Requests

7.1 The request can cover hours of work, times of work and place of work and may include requests for different patterns of work.

7.2 The application form that staff should use to submit a formal request is included at Appendix 1. The process and timescales for staff wishing to make a request are outlined at Appendix 2. Standard Operating Procedures for managers are included at Appendix 3.

7.3 In the event that a request for flexible working is refused or is not met in full, the member of staff may repeat the request no less than one year after s/he did so previously.

7.4 Records of all applications and their outcomes should be retained on personnel files in accordance with national statutory documentation retention periods.

7.5 The Trust must give – and be seen to give – full and serious consideration to requests for flexible working. It is important that staff feel able to make requests, confident that they will be considered seriously.

7.6 Changes in working patterns may have contractual implications (e.g. pay, pension or other benefits). As appropriate, changes should be discussed with Human Resources and the member of staff encouraged to consult with his/her Trade Union or Professional Body.

7.7 Employees should be aware that if the Trust approves their application, the variation in contractual terms is a permanent one and the employee has no automatic right to change back to their previous pattern of work, unless the application seeks the variation for a specified time period only, or is agreed by the Trust for a specified time period only. A trial period may be agreed.

7.8 In considering whether a request can be reasonably accommodated. The Trust will assess the likely service impact, e.g.:

- Impact on patient care or quality of service delivery

- Any savings or budgetary constraints as a result

7.9 Managers will be expected to assess the impact on the team, e.g.:

- The extent to which the change is in the interests of the team, taking account of peaks and troughs in work
- In practice how the work would be undertaken and/or redistributed
- Whether replacement staff are likely to be required and/or available
- Whether similar requests from other team members are likely and/or could they be accommodated

And also assess the likely management impact, e.g.

- Changes in management arrangements to ensure appropriate supervision
- Arrangements for appraisal
- Support for other staff needed as a result of new working patterns
- Time and notice required to plan and introduce the new arrangements
- How the new arrangements will be monitored and reviewed

7.10 All flexible working arrangements should be reviewed periodically and staff are encouraged to be as flexible as possible. Managers should be aware that any agreed flexibilities could become permanent even if the original reason for the request is no longer valid e.g. children are no longer of school age. For this reason a defined review period should be set for all flexible working agreements.

7.11 Whether flexible working requests can reasonably be met, either in full or in part, will be a matter of judgment, balancing the impact on the individual of declining the request with the impact on the service and the rest of the team of agreeing the request.

7.12 The Trust will require Managers to evidence that they have considered every flexible working request seriously and made a business case assessment, and that they are treating all members of the team fairly and consistently. The Trust will only be able to refuse a request for flexible working if they can evidence that they have considered all of the following:

- Burden of additional costs
- Inability to reorganise work amongst existing staff
- Inability to recruit additional staff
- Detrimental effect on quality
- Detrimental effect on performance
- Detrimental effect on ability to meet customer demands
- Insufficient work for the periods the employee proposes to work
- Planned structural change to the organisation

7.13 All requests, including any appeals, must be considered and decided on within a period of three months from first receipt, unless the Trust agrees to extend this period with the employee.

8.0 Appeals

8.1 All employees have the right of appeal against any formal decision regarding their flexible working request.

- 8.2 If the employee wishes to appeal, he/she must do so in writing to the Site Head of HR within 14 calendar days of receipt of written notification of the original decision. The letter must clearly state the grounds of appeal. However, they are encouraged to try to resolve the situation informally first, with support from an HR Manager if appropriate.
- 8.3 On receipt of the written appeal, the Site Head of HR will send a letter of acknowledgement to the appellant within 7 calendar days of receipt.
- 8.4 In the event that an appeal is not submitted within the prescribed timescales or is received by the Trust 'out of time', the Trust reserves the right to review the reasons for any delayed appeal and determine whether it will be considered.
- 8.5 The employees' rights to representation at the first stage meeting apply equally to the appeal hearing.
- 8.6 Supporting evidence must be provided a minimum of 7 calendar days in advance of the appeal hearing.
- 8.7 The decision of the Appeal Panel is final. The decision will be notified to the Appellant within 7 calendar days.
- 8.8 As all flexible working requests, including any appeal, must be considered and decided on within a period of three months from first receipt, the Trust must ensure that the appeal process is completed within the prescribed timescale, unless there is mutual agreement with the employee to extend this period.

9.0 Equality and Diversity

- 9.1 Mid Essex Hospital Services NHS Trust is committed to the provision of a service that is fair, accessible and meets the needs of all individuals.
- 9.2 An Equality Impact Assessment is attached at Appendix 4.

10.0 Breaches of Policy

- 10.1 Where there is a breach of this policy that has resulted in harm to either the Trust or to the member of staff, a risk event form must be completed.

11.0 Audit and Monitoring

- 11.1 Copies of Flexible Working application forms will be submitted to Human Resources together with SW(B) forms.
- 11.2 A yearly audit of all formal appeals relating to Flexible Working requests will be carried out and submitted to JCNC. This will be completed by the HR Department.
- 11.3 The HR Department will have responsibility for highlighting any required actions as a result of the audit findings.
- 11.4 A yearly audit of all breaches of this Policy will be carried out and submitted to JCNC. This will be completed by the HR Department.

12.0 Pensions Auto Enrolment

- 12.1 As at 1st July 2013 the Trust has an obligation to assess all workers and their individual position within the organisation. This being the case staff need to be aware that any changes to pay under this policy may affect their Pensions Auto Enrolment Status.

13.0 Communication and Implementation

- 13.1 Staff will be made aware of this policy through dissemination via Staff Focus and HR Focus. The policy will be stored for access to all on the Trust Staff Intranet under HR Policies.

14.0 References

ACAS (2014) Code of Practice 5: Handling in a reasonable manner requests to work flexibly. Norwich: The Stationery Office.

Employment Rights Act 1996. (c.18). London: HMSO

Human Rights Act 1998. (c.42). London: HMSO

Council Directive 1999/70/EC of 28 June 1999 concerning the framework agreement on fixed-term work concluded by ETUC, UNICE and CEEP

The Part-time Workers (Prevention of Less Favourable Treatment) Regulations 2000. (No.1551). London: HMSO

Employment Act 2002. (c.22). London: HMSO

EU Directives and Legislation

The Flexible Working (Eligibility, Complaints and Remedies) (Amendment) Regulations 2010. (No.2991). London: HMSO

Directive 2003/88/EC of the European Parliament and of the Council of 4 November 2003 concerning certain aspects of the organisation of working

Flexible Working Arrangements – Staff Request Form

| | |
|------------------|---------------|
| Personal Details | |
| Full Name: | Job Title: |
| Department: | Line Manager: |

I would like to apply to work a flexible working pattern that is different to my current working pattern under my right provided under section 80F of the Employment Rights Act 1996. I confirm I meet each of the eligibility criteria as follows:

Statutory Declaration:

I have worked continuously as an employee of Mid Essex Hospital Trust for the last 26 weeks.

- I have not made a request to work flexibly under this right during the past 12 months.

Or:

- Date of any previous request to work flexibly under this right :

Details of Request:

[1] Describe your current working pattern (days/hours/times worked):

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

[3] I would like this working pattern to commence from:

[4] I would like this working pattern to end on:

Impact of the new working pattern:

[1] I think this change in my working pattern will affect the Service and my colleagues as follows:

Accommodating the new working pattern:

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

Name: Date:

Signature:

ONCE COMPLETED PASS THIS APPLICATION TO YOUR LINE MANAGER

Flexible Working Arrangements - timescales

| Stage in Process: | Timescale: |
|--|---|
| <p>1. Employee submits request using form in Appendix A.</p> <p>2. Line Manager arranges meeting with the employee to discuss the request. The employee is allowed to be accompanied by a Trade Union representative or work colleague.</p> <p>3. Line Manager notifies employee in writing of their decision. This notification will either:</p> <p>Accept the request and establish a start date and any other action. No further meeting required;</p> <p><u>Or</u></p> <p>Confirm a compromise agreed at the meeting;</p> <p><u>Or</u></p> <p>Reject the request and set out clear business reasons for the rejection together with notification of the appeals process</p> <p>4. Appeal made and acknowledged</p> <p>5. Meeting held to hear employee's appeal against decision. The employee is allowed to be accompanied by a Trade Union representative or work colleague.</p> <p>6. Employee is notified in writing of the outcome of his/her appeal. The notification will either:</p> <p>Uphold the appeal, specify the agreed variation and start date;</p> <p><u>Or</u></p> <p>Dismiss the appeal, state the grounds for the decision and contain a sufficient explanation of the refusal</p> <p><u>End of process – No further right to appeal</u></p> | <p>The entire process, including any appeals must be completed within 3 months from when the line manager receives the request, unless the employee agrees to extend this period</p> |

The Trust and the employee can agree to extend any of these time limits. The Trust will record this agreement in writing, specifying the period to which the extension relates and the date on which the extension is to end. A copy of this record will be sent to the employee.

Standard Operating Procedures

1.0 Purpose

- 1.1 This document should be read in conjunction with the Flexible Working Policy. It aims to describe the more common flexible working arrangements and how they operate in practice. It is by no means exhaustive, nor are the options mutually exclusive.

2.0 Common Flexible Working Arrangements

The descriptions below cover:

- Formal flexible working schemes:
- Annualised hours
- Flexitime
- Team-based self-rostering

Individual arrangements for reduced hours:

- Job-sharing
- Part-time working, including voluntary reduced hours
- Annualised hours – agreed pattern of working

Individual flexibilities:

- ‘compressed hours’ working week/long days
- Flexible retirement
- Home-working
- Fixed working patterns

3.0 Calculation of Leave

- 3.1 Except where stated otherwise, entitlement to annual leave and public holidays should be calculated in hours.

4.0 Annualised Hours

4.1 General Information

- 4.1.1 An annualised hours scheme aims to achieve a more even match between the supply of and demand for staff by distributing the hours staff work to coincide with peaks and troughs in workload. The total number of hours to be worked in a full year is agreed at the outset and the member of staff paid in equal monthly instalments. Exactly when these hours are worked is for the manager and member(s) of staff to negotiate.

- 4.1.2 The scheme may benefit:

- Staff who generally work on the bank and enjoy the flexibility that offers but would prefer to work as part of one team and receive a regular monthly salary;
- Staff whose workload is variable across the year and who would prefer to work more intensively some months and take more time off during the others;
- Teams whose workload has fairly predictable peaks and troughs over the course of the year.

4.2 Calculating Hours

4.2.1 Managers should seek advice from Human Resources to help calculate annualised hours arrangements.

4.3 Record Keeping

4.3.1 A straightforward system for keeping track of hours worked should be agreed e.g. monthly timesheets showing total contracted annual hours, schedule of hours worked that month, total hours worked and total hours remaining.

4.4 Pay Administration

4.4.1 Members of staff are paid the same monthly salary throughout the year based on their annual hours divided by twelve, regardless of the number of hours worked in any given month.

4.4.2 Members of staff wishing to leave should, as far as possible, use their notice period to close any gap between hours worked and hours paid and/or an adjustment will be made to their final salary.

4.4.3 Pay for additional hours worked cannot be paid until all annual hours have been worked. Overtime rates will not be paid until the equivalent of full-time employees annual hours have been worked.

4.4.4 Members of staff taking maternity leave should aim to reconcile their hours worked and hours paid by the time their maternity leave starts. Advice should be sought from Human Resources to calculate this.

4.5 Sickness Absence

4.5.1 Staff should report all periods of sickness in the normal way and this will be credited against their annualised hours contract with hours equivalent to Statutory Sick Pay.

5.0 Flexitime

5.1 General Information

5.1. Flexitime allows staff to vary their actual working hours outside specified ('core') times each day. This allows staff to vary their start and finish times to suit domestic responsibilities, travel arrangements or personal preference while ensuring that the team as a whole meets the needs of the service. The introduction of the flexitime scheme is at management discretion and in line with service needs.

5.2 Parameters

5.2.1 How flexitime arrangements work in practice need to be determined with each team, based on the nature of the work and the core hours to be covered to meet the needs of the service. Arrangements need to include:

- 'core' hours during which all staff are expected to be present other than for authorised absence, and the earliest and latest times that staff can start and finish.

- Limits for the number of credit and debit hours staff can accrue during each accounting period (usually one calendar month)
- How credit hours can be consolidated into days off, taking into account the need to allocate days off fairly across the team, e.g. Mondays or Fridays or during summer months

5.3 Record Keeping

5.3.1 A straightforward system for keeping track of hours worked outside the core hours should be agreed e.g. weekly timesheets showing hours worked that week and hours in credit or debit.

5.4 Pay Administration

5.4.1 Members of staff are paid a monthly salary regardless of the number of hours worked in any given month.

5.4.2 Members of staff wishing to leave should, as far as possible, use their notice period to close any gap between hours worked and hours paid and/or an adjustment should be made to their final salary.

5.4.3 Members of staff taking maternity leave should aim to reconcile their hours worked and hours paid by the time their maternity leave starts. If this is not possible, advice should be sought from Human Resources or Payroll.

5.5 Sickness Absence

5.5.1 Staff sickness is accounted for as an average working day for that member of staff e.g. one day equals 7½ hours if they are contracted for five working days over a 37½ hour working week. HR support should be obtained if necessary to calculate sickness.

5.6 Alternatives

5.6.1 If it is not appropriate to introduce the flexitime scheme then the following arrangements can be considered e.g.:

5.6.2 Staggered hours – members of staff within a team work slightly different start, finish and break times.

5.6.3 Time off in lieu (TOIL) – staff agree informally with their line manager to take time off at a mutually convenient time to make up for extra hours worked.

6.0 Team-Based Rostering

6.1 Record Keeping

6.1.1 A straightforward system for keeping track of hours worked should be agreed e.g. weekly timesheets showing hours worked that week and hours in credit or debit.

6.2 Pay Administration

- 6.2.1 Members of staff are paid a monthly salary regardless of the number of hours worked in any given month.
- 6.2.2 Members of staff wishing to leave should, as far as possible, use their notice period to close any gap between hours worked and hours paid and/or an adjustment should be made to their final salary.

6.3 Sickness Absence

- 6.3.1 Staff sickness is accounted for as a normal working shift for that member of staff e.g. one day equals 7½ hours if they are contracted for five working days over a 37½ hour working week. HR support should be obtained if necessary to calculate sickness.

6.4 Maternity Leave

- 6.4.1 Employees returning to work from maternity leave on flexible working arrangements will be required to take any accrued leave prior to commencing their new flexible working arrangements i.e. to take their accrued annual leave on their old working pattern.

7. Job Sharing

- 7.1 Job-sharing allows two members of staff to share the duties and responsibilities of one (usually full-time) job, sharing pay, holidays and other benefits in proportion to the hours worked by each.
- 7.2 Every new post shall be advertised as available for job share and every established post shall be considered for a job share at the request of the incumbent – unless the manager can demonstrate that it would not be feasible.
- 7.3 The difference between a job share and part-time working is:
 - Part-time staff are responsible for fulfilling the roles and responsibilities of the job profile and meeting the objectives agreed for their role, which will be adjusted to reflect contracted hours;
 - Job share partners have a collective responsibility to fulfil the roles and responsibilities of the job profile and meet the objectives agreed for their role, as well as taking responsibility for communicating with one another and coordinating leave to ensure continuity.

7.4 Ways in which Job Sharing can arise

- 7.4.1 An existing member of staff formally requests that their post be undertaken on a job share basis.
- 7.4.2 If two members of staff in the same role request that they job share in a single post, this can be arranged without interview, subject to the manager's approval of the post for job sharing.
- 7.4.3 In other circumstances, again subject to the manager's approval of the post for job sharing, the other half of the post should be advertised.

7.4.4 Two people, whether or not existing members of staff, apply for a post on a job share basis.

7.4.5 Each job share partner should meet the minimum requirements of the person specification and, if shortlisted, interviewed separately. If only one partner is considered suitable for the post, the manager should consider offering them the post subject to the appointment of a satisfactory partner after re-advertising, but is not obliged to do so.

7.5 One person applies for an advertised post on a job share basis

7.5.1 If this applicant is considered the best person for the post, it should be offered subject to the appointment of a satisfactory partner after re-advertising. If no suitable partner is found, the offer may be withdrawn.

7.6 Losing a Job Share Partner

7.6.1 If one half of a job share leaves, the manager and remaining job share partner should take reasonable steps to address the deficit. This includes offering additional hours to the remaining job share partner, up to full time, and considering whether the post needs to be covered full time.

7.6.2 If this is not possible, redeployment to suitable alternative employment may be considered wherever possible to a post accommodating the hours of work already agreed.

7.6.3 Only when all these options have been exhausted will the remaining job sharer's contract be terminated on the grounds of 'some other substantial reason'.

7.7 Terms and Conditions

7.7.1 Each job share partner will hold an individual contract. The job profile issued will be that prepared for the established post with an addendum requiring an agreement between job share partners for overlap/continuity and/or split tasks.

7.7.2 The hours worked will be individually stated for each partner. Total hours should not exceed the established post. Where overlap time is required, the manager should ensure that this is taken into account when agreeing the hours for the post.

7.7.3 Commencing salary, rates of pay, incremental progression and leave entitlement will be determined in accordance with existing policies as if each job share partner was a part-time worker.

7.8 Management Action

7.8.1 In the event that it is necessary, disciplinary action will be undertaken on an individual basis in accordance with relevant Trust policy. Performance management under the Trust's Capability Policy will also be undertaken on an individual basis in accordance with relevant Trust policy.

8.0 Part-Time Working

8.1 Part-time working can range from working through the staff bank, where staff decide how many hours they wish to work each week, to working in a substantive post at only slightly less than full-time hours. Part-time working can be as appropriate for frontline staff as for the most senior and can be offered on a permanent or temporary basis.

9.0 Annualised hours – agreed pattern of working (Term-Time Working)

9.1 This is an agreement to allow a member of staff to restrict their working hours to term-time, taking all their paid leave plus additional unpaid leave during school holidays, in order to cover their child care responsibilities. Managers should contact Human Resources for advice on calculating hours for Term Time Working requests.

9.2 Annual hours will be calculated at the start of the contract and paid in twelve equal monthly instalments. The requirements for work should be reviewed for each leave year.

9.3 Overtime will not be paid to staff working on term-time contracts until they have worked the equivalent of full-time employees annual hours.

9.4 The terms and conditions of employment will state the number of hours to be worked each week and the number of weeks to be worked each year. Local agreement will be required for which weeks are unworked each year – these weeks should be agreed prior to the beginning of the leave year each year.

9.5 For periods of unplanned absence due to sickness, members of staff are required to submit Fit Notes continuously through their pre-agreed unworked periods.

10.0 Compressed Working Week

10.1 A compressed working week, or 'long days', involves working fewer days each week, e.g. three or four, but for longer hours. This allows members of staff to work full-time hours but with additional days off.

10.2 As with all working arrangements, the use of long days should meet the requirements of the Working Time Regulations. Long days working arrangements should also be closely monitored for any impact on sickness absence or performance levels and may be rescinded if these are adversely affected.

11. Fixed Working Patterns

11.1 This involves a member of staff being rostered (at his or her request) for a particular shift pattern (e.g. nights only, weekdays only) either on a short-term basis or longer-term. It is important to build in flexibility in longer-term arrangements to enable professional development to be maintained.

12. Pre – Retirement Options

12.1 There are a number of options for employees considering retirement, such as step-down (moving to a lower banded post prior to retirement) and wind-down (reduction in hours in the lead up to the planned retirement). Full details of these and other retirement options

are given in the Trust's Retire and Return Policy, a copy of which is available on the intranet.

12.2 Employees who wish to retire and return to work on a different working pattern must submit a formal flexible working request in accordance with this Policy.

13.0 Home Working

13.1 Home-working can improve productivity and enable existing or potential members of staff to be employed in spite of difficulties created by caring responsibilities, commuting or other access issues (e.g. some form of disability).

13.2 Home-working can be offered on a permanent basis (e.g. home is considered the member of staff's normal place of work for contractual purposes), to accommodate short-term changes of circumstance (e.g. accident or injury that affects transport) or on a regular or occasional basis (e.g. one day a week to allow 'protected' time to complete particular projects or reports).

13.3 In considering requests for home-working the manager should additionally consider:

- The nature of the member of staff's work and its suitability for home-working
- The member of staff's ability to work without direct supervision
- The member of staff's motivation and self-discipline, including their track record of meeting deadlines
- The possibility of the member of staff's feeling isolated because of reduced contact with colleagues

13.4 The Trust has a duty to ensure that any equipment provided by the Trust for use by an employee at home is correct for the job that is being done. If the equipment is electrical, the Trust is responsible for its maintenance. The individual employee is responsible for any electrical sockets and other parts of their home electrical system.

13.5 Staff that work at home are required to take reasonable care of their own health and safety and to cooperate with the Trust as necessary to comply with statutory obligations, for example, allowing a risk assessor to examine any equipment supplied by the Trust.

13.6 Adequate furniture (desk, seating, storage space) should be available. The line manager may wish to be reassured that the member of staff has made adequate provision. He/she can do this by visiting the proposed home-working site at a mutually convenient time.

13.7 Security and confidentiality rules apply to all business conducted on behalf of the Trust as set out in the Home Working Policy. Any breaches will be dealt with under the Trust Disciplinary Policy.

13.8 The hours to be worked at home should be agreed formally to allow specific measurable targets to be set and regular feedback to be given on performance.

13.9 Communication arrangements must be robust. Local procedures should be developed, agreed and put into place before home-working can commence. The principle is that it should be possible to contact the member of staff working at home at any time during agreed working hours.

13.10 It is the responsibility of the member of staff to consult their insurance company, mortgage holder, landlord and tax office where appropriate to ensure that they meet all statutory requirements (for example, failure to inform domestic insurers may result in insurance being rendered invalid).

13.11 Normal procedures governing notification and management of sickness absence will apply. It is particularly important that staff who become ill during a period of work at home should notify their line manager as soon as possible.

14.0 Health and Safety

14.1 The Trust has a duty under the Health and Safety at Work Act to ensure the health and safety of its employees while they are at work, so far as is reasonably possible. Under the Management of Health and Safety at Work Regulations (1999) employers are required to do a risk assessment of the work activities carried out by homeworkers. This involves identifying the hazards relating to the homeworkers' work activities and deciding whether enough steps have been taken to prevent harm to them or anyone else who may be affected by their work.

Equality Impact Assessment (EIA)

Title of document being impact-assessed: Flexible Working Policy

| Equality or human rights concern. (see guidance notes below) | Does this item have any differential impact on the equality groups listed? Brief description of impact. | How is this impact being addressed? |
|---|--|---|
| Gender | Impact of the policy is neutral | All employees have the right to request flexible working under the Policy and there is no gender discrimination in terms of the statutory right to request. |
| Race and ethnicity | Impact of the policy is neutral | |
| Disability | Impact of the policy is neutral | |
| Religion, faith and belief | Impact of the policy is neutral | |
| Sexual orientation | Impact of the policy is neutral | |
| Age | Impact of the policy is neutral | |
| Transgender people | Impact of the policy is neutral | |
| Social class | Impact of the policy is neutral | |
| Carers | Impact of the policy is neutral | |

Date of assessment: 16th March 2018

Names of Assessor (s): Lisa Mellor