

Flexible Working Policy

This policy is currently subject to review. For further information or to make comment please contact the Head of HR (Workforce)

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1.0 INTRODUCTION

There are a range of options that enable employees to alter their working hours to reflect their changing needs and responsibilities outside of work and changing personal circumstances, whether these are permanent or temporary. The Trust is committed, wherever possible, to providing patterns of employment that will enable staff to feel a greater sense of control over their working life and support staff in maintaining a healthy balance between their working and private lives.

- 1.1** Flexible working can be put in place where it is operationally viable in order to support equality of opportunity in employment and to support improved staff recruitment, better retention of existing staff and return to work after an employment break. Some posts may not lend themselves to a flexible working pattern as outlined in the policy, and this will be at the discretion of the manager. However, where possible managers should make every effort to meet different working requirements, as long as the needs of the service are not compromised. The manager will need to show that they have given the situation adequate consideration and will need to put forward reasonable justification if they are unable to accommodate such a change in working pattern. Guidance can be sought from the Human Resources Directorate where necessary. If an employee is unhappy with their manager's decision, the grievance procedure can be invoked (see Individual & Collective Grievance Policy and Procedure) to pursue the matter further.
- 1.2** Some of the working patterns outlined in this policy will involve a management-led shift to new patterns of working across most or all of the team (e.g. self-rostering, flexi-time). Others may be initiated by just one or two people, faced with changes in their own domestic circumstances.
- 1.3** The policy shall apply to all Trust employees irrespective of age, disability, race, nationality, ethnic or national origin, sex, gender, marital or family status, domestic circumstances, religious belief or similar philosophical belief, sexual orientation, social and employment status, HIV status, physical appearance, gender identity, political affiliation or non/trade union membership, grade or profession where the needs of the service will not be adversely affected. Whatever form of flexible working is undertaken, and particularly when the work is part-time, it is important that every employee has the same access to career development, training opportunities, participation in team activities and performance reviews. For part-time workers, the general principle for pay, pension and any other employment benefits is that these apply pro rata to the hours worked.
- 1.4** Reduced Hours patterns enable people to continue to work when they are unable to fulfil the demands of full-time work because of caring or other responsibilities. They can also attract people who are qualified and able to work but who are not interested in working full-time. The working patterns outlined in this policy which support reduced hours working are:

1.4.1 Part-time Working

This is working anything less than full-time hours.

1.4.2 Annualised Hours

This is where the period over which employees must work is defined over a whole year.

1.4.3 Term-Time Working

This is where an employee does not work during the school holidays, but their pay is paid equally throughout the year.

1.4.4 Job Sharing

A form of part-time working where two people share the responsibility for a job between them

1.4.5 Flexi-Time

This allows employees to choose within certain limits, when to begin and end work

1.4.6 Self-Rostering

This is where a team has some flexibility to organise their own shifts within clear agreed guidelines of acceptable staffing levels.

1.4.7 Working from Home

This is where workers spend time regularly working from home.

2.0 FLEXIBLE WORKING AND THE LAW

In April 2003 parents were given the legal right to request flexible working arrangements. In April 2007 this legal right is extended to employees who are carers of certain adults. However the Trust will consider requests from all staff, recognising that people have a range of reasons for wanting to work flexibly.

2.1 Eligibility to make a request

To be eligible to make a request under this legal right, a person must:

2.1.1 In all cases

- Be an employee
 - Have worked for the Trust continuously for 26 weeks at the date the application was made
 - Not made another application to work flexibly under the right during the past 12 months.
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2.1.2 Parents

- Be pregnant or be in the processing of adopting a child and want to negotiate a change to working arrangements on return.
- Be the parent of a child aged under sixteen, or under eighteen where disabled.
- Have responsibility for the upbringing of the child and be making the application to enable them to care for the child.
- Be either:
 - the mother, father, adopter, guardian, special guardian, foster parent or private foster carer of the child or a person who has been granted a residence order in respect of a child or,
 - married to or the partner or civil partner of the child's mother, father, adopter, guardian, special guardian, foster parent or private foster carer or of a person who has been granted a residence order in respect of a child.

2.1.3 Carers of adults who are in need of care

- Must be or expect to be caring for a spouse, partner, civil partner or relative or
- If not the spouse, partner or a relative, live at the same address as the adult in need of care.

2.1.4 The kinds of changes that may be requested are

- A change to the hours that you work
- A change to the times that you work
- Possibly working from home for some aspects of your role.

2.1.5 The Trust will also consider requests for flexible working from staff that do not fulfil the eligibility criteria listed above, recognising that people have a range of reasons why they may wish to work flexibly. In the first instance you should discuss your personal circumstances with your manager.

2.1.6 In exceptional circumstances, where an individual's needs change, the Trust will consider a second request for a change to working pattern within any 12 month period.

2.2 **Procedure for making a request**

2.2.1 In the first instance if you are thinking about changing your work pattern you should speak to your manager and explore what **possibilities and opportunities** may be available. You should then set out your request in writing using the form in Appendix 1, giving alternatives if you have them, for the way you would like to work. You should also state what effect, if any; you think the change will have on your department/area of work and how you think that may be dealt with. You should also state the date that you would like the new ways of working to start from.

2.2.2 You should bear in mind that in most cases, the change will be a permanent change to your contract, although managers do have the ability to make short term changes to patterns of working so long as these can be accommodated within the needs of the service.

2.3 Procedure for considering a request

- 2.3.1 Managers have a legal duty to consider applications and establish whether the work pattern can be accommodated within the needs of the service. Each application should be considered objectively on this basis and discussed with the Care Group HR team. If the request can be accommodated then the manager should write to the employee within 28 days, specifying the contract agreed to and the start date and end date if not a permanent change. A contract variation form should be completed and signed by the employee and then sent to the HR team for processing.
- 2.3.2 Where it is not possible to agree the request, the manager should arrange a meeting with the employee and HR to discuss the request. This meeting must take place within 28 days of the request. The employee has the right to be accompanied by a trade union representative or a colleague who is an employee of the Trust.
- 2.3.3 The meeting gives the opportunity to both parties to discuss the desired work pattern in depth and consider how it may be accommodated. It may be possible to come up with a different solution which meets the individuals caring responsibilities, but which can be accommodated within the needs of the service. Managers may also want to consider an agreed short-term trial period to see if the arrangements are possible to accommodate within the needs of the service. If this is agreed, the date for the final decision about whether flexible working can be accommodated will be extended to the end of the trial period.
- 2.3.4 After this meeting, the manager should again consider the request in conjunction with HR with all the new information gathered and should write to the employee notifying them of the decision within 14 calendar days of the meeting. Managers can still decline a request if there is a ground for so doing; however they should explain these reasons fully in writing. The reasons should fall into one of the following categories:
- Burden of additional cost
 - Detrimental effect on meeting service user/ customer demand
 - Inability to re-organise work amongst existing staff
 - Detrimental impact on quality
 - Detrimental impact on performance
 - Insufficiency of work during the proposed work period
 - Planned structural change
- 2.3.5 If the employee is not happy with the final decision, they can raise the issue under the Grievance Policy.
- 2.3.6 In some cases the manager and employee may conclude that a permanent change to a contract is not the best solution. This might be the case where an employee is caring for someone with a terminal illness, or where a child is starting school and is attending for reduced hours for an initial period. Managers will be able to agree short-term flexible working arrangements in such circumstances clearly outlining the end date and future arrangements.
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3.0 PART-TIME WORKING

- 3.1** This is the most common form of flexible working and refers to any member of staff who is contracted to work less than full-time hours. Staff may request to reduce their hours to part-time (see section 2.0 above), but the manager may also wish to consider advertising jobs on a part-time basis. Filling roles on a part-time bases can give service benefits such as having more staff available at busy times or on busy days, or can help recruitment to difficult to recruit to posts as it widens the pool of people who may be interested in the job. It also supports the Trust's aim of having a diverse workforce as a lack of part-time job vacancies can be a barrier to work for those with caring responsibilities. This is particularly so for people seeking more senior graded jobs on a part-time basis.
- 3.2** All benefits are pro-rated for part-time staff including annual leave and bank holidays (see Annual Leave Guidelines).

4.0 ANNUALISED HOURS

- 4.1** An annual hours' scheme aims to achieve a more even match between supply and demand for staff by distributing hours worked by staff to coincide with actual levels of need, thereby flexing the working year. The added flexibility to vary working hours over the year gives the individual and manager control to increase hours worked during the busier months (e.g. Winter months) and reduce working hours when less busy (e.g. Summer months). Peaks and troughs will vary by service.
- 4.2** Such a scheme is particularly suitable in situations where there are predictable fluctuations in activity levels for teams of staff over different periods. It may also be appropriate for individual staff whose workload is particularly heavy at certain times of the year and lighter at others. Where it is at the request of an individual, before agreeing to such an arrangement, the manager will need to ensure that the arrangement meets with the needs of the service, is operationally viable and is equitable.
- 4.3** The total number of hours to be worked in the full year is agreed at the outset and this will form the basis of the contract. Benefits will be accrued in line with total hours worked. Exactly when these hours are worked each week or month becomes a matter for agreement between the manager and the individual. The hours may comprise a number of basic rostered hours and a number of unrostered reserved hours, which can be used to cover additional operational requirements.
- 4.4** The scheme must take account of Working Time Regulations (see separate policy) governing weekly working time and rest breaks. The manager will need to agree the minimum and maximum hours that can be worked weekly and will need to identify the minimum staffing and skill mix required throughout the daily/weekly cycle. They will also need to ensure that there is a strategy for dealing with unforeseen events and that there are guidelines for making roster changes at short notice.
- 4.5** The scheme is ideally suited to circumstances where quiet periods of activity match the preferences for extra time off among many team members; most typically, parents of school age children taking longer breaks in the School Holidays. This is known as term-time working and is covered separately in the next section of this policy.
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4.6 A form will need to be completed on a monthly basis to keep track of the hours worked e.g. a monthly timesheet (see Appendix 3) which is retained by the manager and which shows:

- a. Date of start of current Annual Contract
- b. Total Annual Contracted Hours
- c. Total Hours worked that month and Cumulative Hours worked in the YTD
- d. Total Hours Remaining in the YTD
- e. Any leave taken and any leave remaining

NB - YTD means Year to Date and refers to that employee's 'Year' regardless of when it commences. If a monthly timesheet has been completed every month within the year, then 12 timesheets should be accumulated by the manager before the process starts again on the anniversary of the contractual date.

4.7 The Annualised Hours worker will be treated in the same way as other part-time employees and will receive a pro-rata entitlement to Annual Leave and Bank Holidays. This will be added to the annual hours that they work to make up the annual salary. Employees are paid the same monthly salary throughout the year based on their annual salary divided by twelve, regardless of the number of hours they work during any given month. In cases where, due to unforeseen circumstances, the employee has been unable to complete the total annual contracted hours in any one year, the manager, via payroll, may seek to claim back any overpayment or request that the employee makes up the missing hours to cancel out any overpayment.

4.8 Further Guidelines

4.8.1 Extra Hours – No distinction is made between full time and reduced hours working; the number of hours contracted simply reduces according to the number of hours worked. If the employee works extra hours over and above their agreed annual hours (for instance towards the end of their 'Year'), this would be paid at their substantive hourly rate.

4.8.2 Sickness Absence – calculation of entitlement to sick pay will be based on the contracted hours. The method of reporting when absent through sickness will need to be agreed at the time the contract is agreed, in line with guidance from Payroll and Human Resources.

4.8.3 Annual Leave Entitlement – this is a pro-rata amount of what a WTE would be entitled to and includes a pro-rata entitlement to Bank Holidays. Annualised hours employees should arrange to have annual leave authorised in the same way as other staff.

4.8.4 Maternity/Adoption Leave – The normal Maternity/Adoption Leave entitlements will apply with regards to time off from work, dependent on length of service. Maternity/Adoption pay will be in line with the Agenda for Change/DSS/Inland Revenue rules and will be dependent on the amount of work done or pay received in the defined period preceding the date of confinement.

4.8.5 Leavers – Annualised hours employees will have a staff leavers form completed by their manager, which should be sent to payroll along with a copy of the last monthly timesheet (see Appendix 3) which will detail the hours and annual leave to be paid/recovered. Within an annual hours scheme it is possible that there will be a disparity between the hours worked and the pay received. The notice period will be used to close any outstanding gap, with an adjustment to the final salary. In some cases payroll may have to claim pay back from the employee if the disparity is too big to be rectified by an adjustment to the final salary.

5.0 TERM TIME WORKING

5.1 Term-time working is an arrangement whereby an employee works only those periods when schools are open, enabling them to provide care for their dependent children during the school holidays. It will normally only be considered for employees who are the main carers for school age children.

5.2 The primary objective of the policy is to attract and retain qualified, skilled and experienced employees who might otherwise not join or might have to leave the Trust's employment because they are unable to work during the school holidays. Some posts may not lend themselves to term-time working, and this will be at the discretion of the manager, although they will need to put forward reasonable justification if they are unable to accommodate such a contract.

5.3 The policy may also be used to provide an employee who has additional caring responsibilities for a temporary period, a more flexible way of working. Term time working can be either full or part time during the school term.

5.4 The term time working policy may be used because of the needs of the service e.g. widely used in a department which provides a school nursing service and when the service itself is quieter, or because an individual would prefer this way of working to take time off due to their care commitments. Where it is at the request of an individual, before agreeing to such an arrangement, the manager will need to ensure that the arrangement meets with the needs of the service, is operationally viable and equitable.

5.5 If an individual requests to work term time only, it generally means that they will only work for 38 or 39 weeks of the year when schools are open and will not be available for work for 13 or 14 weeks when schools are closed. Different variations of this may be agreed through discussion with the manager and in association with the needs of the service e.g. an individual may request to have only the summer holiday absent from work.

5.6 A form will need to be completed on a monthly basis to keep track of the hours worked e.g. a monthly timesheet (see Appendix 3) which is retained by the manager and which shows:

- a. Date of start of current Annual Contract
 - b. Total Annual Contracted Hours
 - c. Total Hours worked that month and Cumulative Hours worked in the YTD
 - d. Total Hours Remaining in the YTD
 - e. Any leave taken and any leave remaining
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NB - YTD means Year to Date and refers to that employee's 'Year' regardless of when it commences. If a monthly timesheet has been completed every month within the year, then 12 timesheets should be accumulated by the manager before the process starts again on the anniversary of the contractual date.

5.7 The Term time worker will be treated in the same way as other part time workers and will receive a pro-rata entitlement to Annual Leave and Bank Holidays. The calculation of the Bank Holiday entitlement would be based upon the pro rata number of bank holidays that fall within the school year, excluding the school holidays. This will be added to the annual hours that they work to make up the annual salary. Employees are paid the same monthly salary throughout the year based on their annual salary divided by twelve, regardless of the number of hours they work during any given month.

5.7.1 In some cases, an agreement may be made between the manager and individual that some of the annual leave entitlement may be taken during term time, in this case the salary calculation will be adjusted accordingly.

5.7.2 The calculation for term time working is as follows:

Calculate the pro-rata entitlement to Annual Leave. This is done as follows (WTE means Whole Time Equivalent):

$$\frac{\text{The number of weeks at work}}{\text{The number of weeks a WTE is at work}} \times \frac{\text{WTE Annual Leave Entitlement}}{\text{}} = \text{Pro-rata entitlement to annual leave}$$

5.7.3 The annual leave entitlement is then added to the number of weeks to give the number of weeks which the person will be paid for. This will then be multiplied by the contracted hours to give the total number of hours the term-time worker will be working annually.

5.7.4 The final part of the calculation is to calculate the number of hours which the term-time worker would be actually getting paid for each week. This is calculated by dividing the total number of hours worked annually by 52.143 (number of weeks in a year).

An example of this would be:

A nurse who is contracted to work 25 hours per week for 38 weeks of the year.

<u>38 weeks</u>				
45 weeks	X	7 weeks	=	5.9 weeks pro-rata entitlement
38	+	5.9 weeks	=	43.9 week
43.9	X	25 hours	=	1098 hours
1098	÷	52.143	=	21 annual hours to be paid weekly weeks

NB Please note that in cases of term-time working, the Ready Reckoner for Annual Leave will not apply (except for looking up the WTE annual leave entitlement) and the above calculation should be used instead.

5.8 Further Guidelines

Terms and Conditions – This will state the number of hours to be worked each week and the number of weeks to be worked during the year e.g. 20 hours per week during school term times (38 weeks during any financial year commencing 1st April).

Extra Hours – If the employee works extra hours during the school holidays to cover for emergencies, this would be paid at their substantive hourly rate.

- 5.9** Sickness Absence – If the employee becomes ill during their contracted time off i.e. during the school holidays, no notification/certification will be required and no sick pay will be payable. However if the employee becomes ill during term-time and is unable to work as a result of this, then normal procedures will apply.
- 5.10** Annual Leave Entitlement – this is a pro-rata amount of what a WTE would be entitled to and includes a pro-rata entitlement to Bank Holidays.
- 5.11** Maternity/Adoption Leave – The normal Maternity/Adoption Leave entitlements will apply with regards to time off from work, dependent on length of service. Maternity/Adoption pay will be in line with Agenda for Change/DSS/Inland Revenue rules and will be dependent on the amount of work done or pay received in the defined period preceding the date of confinement.
- 5.12** Leavers – Term-time employees will have a staff leavers form completed by their manager, which should be sent to payroll along with a copy of the last monthly timesheet (see Appendix 3) which will detail the hours and annual leave to be paid/recovered. A proportionate final payment will be made, in some cases payroll may have to claim pay back from the employee e.g. if an employee leaves shortly after the Summer holidays when the number of weeks worked within the financial year will be less than the number of weeks paid.

6.0 JOB SHARING

- 6.1** Job sharing is an arrangement whereby two people agree to share the role and responsibilities of one full-time job, where duties cannot be covered purely on a part-time basis. Each partner undertakes a proportion of the work of the post, and receives a corresponding proportion of the full-time salary, annual leave and other benefit entitlements of the post. They have the same right of promotion and employment protection as full-time workers. The proportions need not be 50:50, but can fit the needs of the individuals and service. It is different to part-time working as a high degree of co-operation is required between the job share partners. Most posts within the Trust have the potential to be arranged as a Job Share.
- 6.2** There are a number of principles which must be applied when establishing a job share, albeit the details of the arrangement will need to be worked out between the manager and intended sharers. The hours/tasks should be divided:
- a. to ensure the job will be carried out effectively and service needs are met
 - b. to ensure there is a fair distribution of work between sharers, taking into account workload, skills etc
 - c. to take account of sharer's preferences
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6.2.1 The hours can be divided in a number of ways:

- a. divided days: mornings/afternoons
- b. divided week: certain days of the week to be worked by each person
- c. alternate weeks
- d. some other pattern agreed between the managers and the sharers

6.2.2 A job sharer may be expected to provide reasonable cover on a full-time basis whenever practicable in the absence of their partner. This may include cover for sickness absence, annual leave, training courses or other absence and will be dependent on cost and the sharer's ability to cover. This will be agreed by the manager and job sharers. Handover periods may also be built into the arrangement.

6.2.3 A job share may arise in a number of ways, for example:

- a. An existing employee formally applying to management for a job share arrangement to be agreed in respect of their job.
- b. A joint application being made by existing employees, full-time or part-time, to job share where their individual jobs and/or mutual skills and experience are suitable for the proposed job share.
- c. External application from potential partners outside the Trust in response to advertising.

6.3 Recruitment

Recruitment of sharers must take place according to the normal recruitment and selection procedures. Prospective sharers must be assessed on the same criteria as other candidates with all appointments made on merit. Equal consideration should be given to sharers whether they apply as a "pre-match" pair (two people applying together to job share) or as half of a job share.

6.4 Pre-matched pair

6.4.1 Where a pre-matched pair applies to share a full-time job, it should be established whether each person wishes their application to be considered only in partnership with their sharer.

6.4.2 All shortlisted candidates who wish to job share will be interviewed. Pre-matched pairs should be interviewed separately initially and then together to ensure compatibility.

6.4.3 If only one of the pair is considered suitable for appointment and that person is the most suitable candidate, she or he should be placed on hold and the job should be re-advertised, either to find a suitable partner or a suitable full-time applicant.

6.5 Single sharer

If a single sharer applies for a post and they are the best candidate, but there are not two separate 'single' candidates suitable, again, the process in 6.4.3) will apply. If there is a full-time applicant of equal suitability then for operational reasons this person will be appointed.

6.6 Current staff member

- 6.6.1 Where a current member of staff wishes to job share their present job, and the job is considered suitable for sharing, the second half should be advertised. Consideration must be given to the cost of external advertising in these circumstances and a decision may be made to only advertise internally.
- 6.6.2 In recruiting a sharer to join a member of staff already in post, the need for the sharers to be able to work positively together should be recognised, but care must be taken to avoid making appointments based on the personal preferences of the sharer in post. The sharer in post should be consulted about the Person Specification to identify key abilities and competencies necessary to make the job share work. It may be appropriate to invite prospective sharers to meet an existing post-holder informally, prior to a formal offer of employment being made or accepted. However, they should not take any further part in the selection process if their involvement relates solely to their position as the other half of the job share.
- 6.6.3 Should an existing full-time employee wish to return to work after maternity leave on a job share basis, then the employee should express their interest in writing to their manager. Actions as above then apply.

If no suitable partner is found and the post had not previously been a job share, then the existing employee should be informed that there is no possibility of a job share and the original contract will continue. If a job share partner leaves the Trust, please refer to section 6.11.2

6.7 Terms and Conditions of Employment relating to Job Share Arrangements

- 1) Each employee/partner will be given their own Statement of Terms and Conditions of Service, which will need to reflect their particular terms of the agreement.
 - 2) The post-holder's job title will be that given to the established post.
 - 3) The job description issued will be that prepared for the establishment post with an addendum that requires agreement between the job share partners for overlap/continuity and/or split tasks.
 - 4) The hours worked will be individually stated for each partner to the job share; total hours should not exceed the established post. Where overlap time is required, the manager should ensure this is taken into account when agreeing the working hours for the post.
 - 5) Where a system of flexible working hours is in operation, the application of this system to the job share arrangement shall be discussed by the manager and partners prior to commencement.
 - 6) Job sharers will be individually responsible to the relevant section or department head for the duties they undertake and their attendance.
 - 7) The general principle is that all pay and other benefits will be pro-rata. The job should be graded as a whole and pay should be pro-rata for each sharer for the number of hours worked. Commencing salary will be determined in accordance with existing policies, which allow for recognition of previous experience and length of service. If sharers are to work alternative weeks, then continuity of employment would apply. Incremental progression will be on an individual basis within the grade for the post.
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- 8) Where applicable, unsocial hours, shift payments, allowances etc payable under certain terms and conditions of service will be calculated as though the post was occupied on a full-time basis. Allowances will be paid pro rata to the actual contracted hours.
- 9) Other benefits such as sick pay, maternity entitlements etc will be attributed individually. Annual leave and Bank holidays will be divided pro rata between the partners according to the number of hours worked.
- 10) Job sharers who are required to work in excess of contractual hours shall be paid at the basic hourly rate for the additional hours or qualify for time off in lieu.
- 11) Where a post requires the job sharers to use a car, the manager will agree the arrangements for appropriate reimbursement of mileage. If a standard user, mileage allowance will be paid on an individual basis as detailed in the employee's Terms and Conditions of service.

6.8 Communication

Effective communication is a key factor in successful job shares and must be given careful consideration in establishing the arrangements. It should be determined whether an overlap between the sharers is required and how much. This should then be included as part of the working week and sharers paid accordingly. Consideration needs to be given to the best communication method to keep continuity between sharers. Managers may need also to consider how best to establish communication networks with the sharers. Communication between sharers and the rest of the team also needs to be considered.

6.9 Managing the Job Share

To ensure that effective arrangements have been established, a review will be held within the performance review process for each individual. In all other ways job sharers will be treated as individual employees e.g. for promotion, training opportunities, study leave, performance reviews, grievance and disciplines.

6.10 Cover Arrangements

Pending the appointment of a job share partner or during long-term absence due to sickness or maternity leave, the following temporary cover arrangements should be considered:

6.10.1 The remaining partner may agree to work additional hours up to the total established post. Benefits would accrue to the value of the full-time post. There is no obligation to cover an absence, unless this has already been agreed at the commencement of the job share (**see 4.3**).

6.10.2 A temporary job share partner may be appointed to cover the balance of the hours.

6.11 Replacing Sharers

6.11.1 If one sharer leaves, the other sharer may be offered the opportunity to work full-time, if this meets their personal needs. If this is not acceptable, the other half of the job should be advertised in the normal way.

6.11.2 If advertising does not result in a successful outcome, consideration may need to be given as to whether it is viable to continue with the job share arrangement with only one sharer in post and whether the sharer should be redeployed into another job share or part time post. This will need to be looked at together with other alternatives which ultimately may include redundancy. Redundancy should only be pursued if all other options have been exhausted. This will be an explicit clause within the job share contract of employment.

7.0 FLEXI-TIME

7.1 Flexi-time working is one of the most common forms of flexible working across the UK, and is often used for staff who would otherwise be working a conventional “9 to 5” working day. Its use is normally most appropriate for office workers, administrative and clerical staff.

7.2 In more complex work situations, such as ward areas, where staffing levels, skill mix and other considerations require a rigorous organisation of hours, true flexi-time may be replaced by other forms of flexible working such as staggered hours or self-rostering.

7.3 The needs of the service are paramount and must be the first consideration in any flexible working arrangement. The introduction of a flexi-time policy is to enable staff to respond flexibly to service demands, while continuing to provide the highest quality service, to ensure that where appropriate staff are able to exercise personal control over their working hours. The application of the system should be fair and consistent across the Trust, in line with the needs of the service.

7.4 Definition

7.4.1 Flexi-time is a system of work wherein staff are able to vary their actual working hours outside certain core times each day. This means that staff can adapt their start and finish times to suit domestic responsibilities, personal training and development opportunities, travel arrangements or work schedules.

7.4.2 Staff can build up a debit or credit of hours worked within each period and limits are set for how many hours can be accrued.

7.5 Implementation

7.5.1 Where staff wish to consider the implementation of this policy, they should discuss this with their immediate line manager or the manager of the entire service if more appropriate. Any requests should be considered fairly in discussion with the employees who wish to adopt a flexi-time pattern of working and valid reasons should be given if it is not viable within the work area to introduce it. Guidance and guidelines should be sought from the relevant Head of HR, if necessary.

7.5.2 Prior to implementation in any area, the viability of using a flexi-time policy should be assessed. If it is decided that it is viable, the parameters of the system should be set for that particular team/office in the form of an ‘Office Flexiplan’ and a record-keeping system agreed.

Progress reviews should be put in place prior to the implementation so that any modifications that may be needed can be discussed and put in place at a later date. Managers should ensure that working patterns do not contravene Working Time Directives.

7.5.3 An example of a flexi-time sheet is given in Appendix 2. The flexi-time sheet should be completed by the employee and authorised on a weekly basis by the employee's line manager. These sheets are for internal departmental use only and do not need to be sent to payroll for administration purposes.

7.6 Standards

7.6.1 As far as possible, the maximum flexibility within the rules will be extended to all staff. However, the overriding consideration must always be the needs of the service, and managers retain the right to impose restrictions on flexible hours where necessary.

7.6.2 Where it can be shown that it is essential that a unit is staffed continuously throughout core hours, managers are entitled to ensure that staff arrange their working hours so that this cover is maintained.

7.6.3 If an employee abuses the policy, their entitlement to work flexitime will be reviewed and may be subject to potential disciplinary action, in accordance with the Trust's policy and procedure. Dismissal may be an outcome in cases of fraudulent falsification of time sheets.

7.7 Definitions of Parameters

7.7.1 **Office Flexiplan** is a statement of the minimum and back-up cover arrangements that should be adhered to by the particular team/office. A copy of this should be easily accessible to all members of the team who are participating in the flexitime arrangements.

7.7.2 **Bandwidth** is the span of hours over which the system operates – that is the earliest and latest permissible start and finish times that will be eligible for credit. For example, 8.00 am to 6.00 pm Monday to Friday.

7.7.3 **Core time** is the period during the day, excluding the lunch break, when employees must be present, unless absence has been authorised by management, prevented by sickness or some other unforeseen circumstance. For example, Monday to Friday 9.30am to 12.00pm, then 2.00pm until 4.00pm.

7.7.4 **Flexible time** is the period outside the core time during which an employee may choose to vary their start and finish times, subject to the demands of the post. The hours worked during these periods are credited to the employee's total working hours.

Lunchtime should normally be taken between 12.00 p.m. and 2.00 p.m. except by prior agreement with the manager. A minimum break for lunch of 30 minutes should be taken and lunches of longer than one hour or that extend into core time must be agreed with the manager in advance. Any necessary cover arrangements, for example of telephones, over the lunch period should be taken into consideration in agreeing this with staff.

- 7.7.6 **Accounting Period** is the defined period over which excess or deficit hours are accumulated. An employee should work their contracted hours over this period. The accounting period is normally agreed as a four-week period.
- 7.7.7 **Flexi-leave** allows employee's to take excess accrued hours off in core time. It should not be used when there are prior work commitments, for example a meeting, training course or when an urgent piece of work needs completing. Managers should ensure that applications for flexi-leave are treated on a fair and consistent basis. It should be agreed at least one week in advance the same as annual leave, however it may be granted at short notice in the case of domestic emergencies or other urgent commitments.
- 7.7.8 **Standard Day** – this will stipulate the normal number of hours of work expected in a normal working day. For example, 7.5 hours a day for 5 days a week.
- 7.7.9 **Credits/Debits** – staff should be allowed to carry forward a maximum credit/debit of hours into the next accounting period. However where possible, flexi-leave should be taken in the same month that it is accrued.
- 7.7.10 **Time** – time will be counted in blocks of time to allow for easier recording and checking. For example if 5 minute blocks are used, an arrival time of 9.03 would be recorded as 9.05.
- 7.7.11 **Overtime** – this is not covered by a flexi-time agreement. Overtime is hours worked above and beyond whole time hours (e.g. 37.5 hours) and does not include hours worked as flexi-time to accrue a credit of hours. Overtime must be authorised beforehand by a manager.
- 7.7.12 **Appointments** – staff should arrange as far as possible to attend routine medical and dental appointments outside of core times. It is accepted that attendance at some appointments, for example at the hospital, may have to be during core times and attendance at these should be agreed in advance with your manager.

7.8 Variations on Flexi-time

- a. True flexi-time may be replaced by other forms of flexible working particularly in a ward/shift situation where it may not be viable. These include:
 - b. Staggered Hours – this is where staff within a team work slightly different start, finish and break times
 - c. Time off in lieu – this is when staff agree informally with managers to take time off at a mutually convenient date to make up for extra hours worked.
 - d. Shift Swapping – staff agree shift changes amongst themselves and with prior approval from managers.
-

8.0 SELF-ROSTERING

Self-Rostering is a means of flexing working patterns in more complex work situations, such as ward areas, where staffing levels, skill mix and other considerations require a rigorous organisation of hours. Once the staffing levels and skill mix required have been agreed, staff in a team are given the ability to schedule their working day collectively to meet these requirements. The aim is that employees will have more flexibility to plan their work around other commitments and responsibilities, whilst still fulfilling the needs of the service. Self-rostering will work most successfully where there is already effective team working between the team and their manager and communication between the team and their manager is open and effective.

The needs of the service are paramount and must be the first consideration in any self-rostering arrangement. The introduction of self-rostering is to enable staff to continue to provide the highest quality service, whilst ensuring that where appropriate staff are able to exercise personal control over their working hours. The levels of staff and skill mix required hour-by-hour throughout the working day are agreed in advance. Staff put forward the times they would like to work and times they would like to protect away from work. This information is then used to compile shift patterns that match individual preferences as closely as possible, whilst maintaining agreed levels of cover at all times.

8.1 Implementation

Ideally the department/ward should be up to full establishment to enable self-rostering to be effective. Where staff wish to consider the implementation of this policy, they should discuss this with their immediate line manager or the manager of the entire service if more appropriate. Any requests should be considered fairly in discussion with the employees who wish to adopt a self-rostering pattern of working and valid reasons should be given if it is not viable within the work area to introduce it. Guidance and guidelines should be sought from the Human Resources Directorate, if necessary.

Prior to implementation in any area, the viability of using self-rostering should be assessed. If it is decided that it is viable, the parameters of the system should be set and an operating system agreed. Ideally a time-limited trial should be put in place, for example 3-6 months, after which the self-rostering system can be assessed and all members of the team can express their views as to its effectiveness.

Managers should ensure that working patterns do not contravene Working Time Directives.

8.2 Parameters

Before a team-based self-rostering scheme can be introduced, parameters must be agreed. These include:

- a. The agreed minimum and maximum staff levels, for each hour of the day.
 - b. The agreed skill, grade and gender mix (*drafting note do any wards / areas have agreed gender mixes?*), for each hour of the day.
-

- c. Agreed limits as to how much time owed or time owing can accrue to each team member
- d. Agreed 'veto' hours (time that staff can be guaranteed not to have to work) and any 'core' hours
- e. The preferences for hours to be worked by each member of the team.
- f. Whether additional payments should be applied to shifts which fall within 'unsocial hours' where the shift period is self-selected.

Once these parameters have been set, a roster can be produced that matches individual preferences as closely as possible whilst maintaining the agreed staffing levels. Where there is competition among too many people to work at the same time, or too few to meet staffing levels at any time, these hours should be distributed amongst staff to achieve fairness over the whole roster period. Identifying a co-ordinator to oversee the implementation of the self-rostering would be beneficial where viable.

9.0 WORKING FROM HOME

Home working, for the purposes of this policy, refers to time spent working at home rather than on Trust premises. This policy is not designed to deal with any employee who has been contracted on the basis that their home is already their normal place of work. It is not intended that home working should be a full-time arrangement. Rather, it is envisaged that staff may have the option to work part of the working week or working day at home. Alternatively working from home may be used for short periods of up to a couple of weeks at a time when an employee has problems with getting to the workplace, possibly due to issues of mobility. If it is intended to be used for longer term arrangements then the manager should contact the Health & Safety/Risk Management department of the Trust to get advice about doing a full risk assessment of the intended work area. The manager should also contact the Care Group HR team to discuss whether there may be any possible implications for the employee concerned of working at home on a long-term basis.

The needs of the service are paramount and must be the first consideration in any home-working arrangement. Home working may be considered either as a long-term arrangement or to cover a short-term difficulty. It may also be considered if someone is unable to get to work - e.g. because of accident or injury - or as part of a 'return to work' policy. It should not be used where medical opinion is that the person is unfit for work.

Home working may be considered for a wide variety of posts but it should be remembered that there might be valid reasons why it may not be considered suitable, for example, for those working on shift or 24hr service provision, or those having direct daily input to departmental management etc.

9.1 Implementation

The decision on whether or not to allow home working will rest with the relevant Service Manager in discussion with the Care Group HR Team, who must be satisfied with the arrangements agreed between the individual employee and their line manager. Such arrangements must be robust to allow for measurable targets to be set and regular feedback on performance to occur. It must be stressed that the needs of the organisation and the service it provides must be the determining factor in any agreement. Such arrangements will be regularly reviewed and may be terminated at any time either by the Service Manager, Line Manager or the Employee.

Prior to implementation, any manager/employee considering a home working arrangement should engage in discussion of the proposition with those likely to be affected and any relevant line manager(s). The employee and line manager will consider, on a confidential basis:

- The nature of the employee's work and its suitability to Home Working
- The employee's ability to work without direct supervision
- The employee's ability to meet deadlines (track record)
- Implications for colleagues (especially those managed by the post holder)
- Self-motivation and discipline
- The possibility of feeling isolated because of reduced contact with colleagues
- The cost of any extra equipment needed

Managers should ensure that working patterns do not contravene Working Time Directives.

9.2 Parameters

The following factors must also be considered and formal local agreements must be made before an employee commences working at home:

a) Hours to be worked at home

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

b) Health & Safety Issues – Employer

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 practical. This duty applies to everything under the employer's control and extends to a place of work such as the home.

c) Health & Safety issues – Employee

Staff who work at home have individual responsibilities under Health and Safety regulations. They are required to take reasonable care of their own health and safety and to co-operate with the Trust as necessary to comply with statutory obligations, for example, allowing their manager to risk assess the home environment and to report any incidents/accidents that occur whilst working at home.

d) Environmental issues

Adequate furniture (desk, seating, storage space etc.) should be assessed as suitable. Whilst the Trust does not have an obligation to maintain the home workplace in a safe condition, the Line Manager may wish - by visiting the proposed site at a mutually convenient time - to be reassured that the employee has made adequate provision.

e) Security and Confidentiality

Security and confidentiality rules continue to apply to all business conducted on behalf of the Trust, this includes the Data Protection Act requirements. Breaches will be dealt with under disciplinary rules and/or other relevant Trust Policies and Procedures.

f) Communications

Communications arrangements must be robust. Local protocols will be developed, agreed and put into place *before* home working can commence. The principle being that it should be possible to contact the employee working at home at any time during agreed working hours.

g) Implications on Tax, insurance etc.

It is the responsibility of the employee to consult their insurance company, mortgage holders, landlords, local rate office and tax office where appropriate to ensure that they meet any contractual requirements. ***Failure to inform domestic insurers may result in insurance cover being rendered invalid.***

h) Sickness absence reporting

Normal rules governing management and reporting of sickness absence will apply for any home working arrangement. It is particularly important that staff who become ill during a period of home working should notify their line manager as soon as possible.

i) Trial period

The length of any trial period will be stated in the agreement. A suggested starting point would be three months.

j) Review and evaluation of arrangements

An agreement to review and evaluate the arrangement of home working arrangements must detail a date for such a review and the subjects that will thereby be covered.

k) Arrangements for review of performance against targets

Review of performance must be made against agreed targets.

10.0 Equality & Human Rights Impact Assessment

An Equality & Human Rights Impact Assessment was completed and the recommended changes were integrated within the policy.

Appendix 1

Request for Flexible working

1. Personal Details

Name:

Job title:

Manager:

Department:

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

Please indicate which of the following applies by ticking the relevant boxes

- I have responsibility for the upbringing of either:

a child under sixteen; or

a disabled child under 18.

I am:

the mother, father, adopter, guardian, special guardian, foster parent or private foster carer of the child or a person who has been granted a residence order in respect of a child OR,

married to or the partner or civil partner of the child's mother, father, adopter, guardian, special guardian, foster parent or private foster carer or of a person who has been granted a residence order in respect of a child

- I am

making this request to help me care for the child.

Or

- I am, or expect to be,

caring for an adult.

- I am:

The spouse, partner, civil partner or relative of the adult in need of care; or

Not the spouse, partner, civil partner or relative of that adult, but live at the same address.

- I am

making this request to help me care for the adult in need of care.

I have worked continuously for the Trust for the last 26 weeks.

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

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

If you are not sure whether you meet any of the criteria, information can be found in the **Flexible Working Policy**

If you are unable to tick all of the relevant boxes then you do not legally qualify to make a request to work flexibly. This does not mean that your request will not be considered. You should complete this form and discuss your individual circumstances with your manager in the first instance.

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), please give alternatives if possible:

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

Date:

3. Impact of the new working pattern

I think this change in my working pattern will affect my service area / department and colleagues as follows:

4. Accommodating the new working pattern

I think the effect on my service area / department and colleagues can be dealt with as follows:

Name:

Date:

NOW PASS THIS APPLICATION TO YOUR MANAGER



Detach this tear off slip and return it to the member of staff in order to confirm your receipt of their application

Manager's Confirmation of Receipt (to be completed and returned to employee)

Dear:

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

I shall be arranging a meeting to discuss your application within 28 days following this date. In the meantime, you might want to consider whether you would like a trade union representative or colleague to accompany you to the meeting.

Signed: _____ Date: _____

Name: _____

FLEXI TIME FORM

NAME:

Balance of Hours B/F:.....

MONTH:	MORNING			AFTERNOON			DAILY TOTAL	WEEKLY TOTAL
	Start	Finish	TOTAL	Start	Finish	TOTAL		
WEEK COMMENCING _____								
Monday								
Tuesday								
Wednesday								
Thursday								
Friday								
WEEK COMMENCING _____								
Monday								
Tuesday								
Wednesday								
Thursday								
Friday								
WEEK COMMENCING _____								
Monday								
Tuesday								
Wednesday								
Thursday								
Friday								
WEEK COMMENCING _____								
Monday								
Tuesday								
Wednesday								
Thursday								
Friday								

Core Hours	
Mornings	9.30 am - 12.00 noon
Afternoons	2.00 pm - 4.00 pm
Lunch	½ hour minimum

Total Hours for Period	
Standard Hours e.g. 148.00	
Difference	
Add Balance b/f	
Balance to Carry Forward	
<i>Subject to a limit of 7 hrs 25 minutes</i>	

Signed: **Checked:**

Appendix 3

Annualised Hours/Term-Time Contract Form

Name of Employee: _____

Post Title: _____

Location: _____

Name of Manager: _____

Commencement Date of Current Annual Contract: _____

Current Date/Month: _____

Hours Worked:

a) Total Contracted Annual Hours _____

b) Cumulative Hours (carried over from last month) _____

c) Total Hours worked in current month _____

d) Total Cumulative Hours (b+c) _____

e) Total Annual Hours remaining/overtaken (a-d)
(delete as appropriate) _____

Annual Leave:

f) Annual Leave Entitlement for Current Year _____

g) Cumulative Leave taken (carried over from last month) _____

h) Leave taken within current month _____

i) Total Cumulative Leave taken (g+h) _____

j) Total Leave remaining/overtaken (f-i)
(delete as appropriate) _____

Date of leaving *(to be completed on final timesheet)* _____

Signature of employee: _____ Date: _____

Signature of Manager: _____ Date: _____

Signature of HR: _____ Date: _____

Please return a copy of the completed form to the Human Resources Team and one to the Payroll department
