

# **Cambridgeshire Primary Care Trust Flexible Working Policy**

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**Revised:**  
**Reviewed:**

## **Flexible Working Policy**

### **1. Introduction**

The Trust recognises the importance for all members of staff to enjoy a healthy work life balance. To achieve this the Trust is committed to explore new working patterns, which support flexible working across the Trust and assist staff in balancing their family and personal responsibilities.

In particular, the Trust is committed to meeting the provisions of the Employment Act 2002, whereby parents of children under the age of 6 [or 18 if disabled]), who have completed 26 continuous weeks service have the right to request flexible working to assist them in the upbringing of their children. In anticipation of the proposed changes in the Work and Families Act 2006 this commitment also extends to carers of adults.

Whilst working towards the provision of more flexible working patterns to meet staff needs, the Trust also has to ensure that the service provided to service users/patients remains paramount. To achieve this balance flexibility is required on the part of both the employer and the employee.

It is hoped that by offering the opportunity for some flexibility in working patterns, this will assist in the recruitment and retention of staff, which in turn helps the Trust to provide continuity of care.

Examples of flexible working arrangements are detailed in Appendix 1.

### **2. Aim**

The aim of this document is to provide guidance and to put in place a fair and equitable process for requesting a particular working arrangement.

This procedure has been developed using good practice and meets the requirements within the Part-time Work Regulations 1999, Sex Discrimination Act 1975, the Employment Act 2002 and the proposed Work and Families Act 2006.

### **3. Team/Departmental Issues**

Managers introducing this formal process for requesting a change in working hours/pattern, should consider the impact on the entire team/department to ensure that equity of opportunity to new working arrangements is provided.

### **4. Reasons For Requests**

A request for a change in working hours may arise for a variety of reasons. Whilst the procedure applies equally to male and females, regardless of their personal circumstances, it is acknowledged that many requests will

follow a period of maternity leave. Clearly the Trust will want to do its utmost to assist the employee to return to work on hours that suit the service and individual needs. However it should be stressed that the effect on the service must be fully considered and account must be taken of the impact on patient/service needs and other staff.

Managers and individual members of staff should carefully consider the following principles when making a request for non-standard or more flexible work arrangements.

- The Trust would wish to be as accommodating as practicable
- Service delivery and quality standards, including health and safety will not be compromised
- The appropriate manager should consult colleagues and staff who may be affected by the requested change before a decision is confirmed. A flexible work arrangement for one should not be to the detriment or inconvenience of other colleagues
- Flexible working arrangements must be reciprocal and beneficial to both the individual and the Trust.
- Contractual changes to terms and conditions of service can only be agreed following careful consideration of the implications and proper understanding of the individual's circumstances.
- Pay and benefits need to be adjusted on a pro-rata basis to changes in hours worked and the effects of the proposed change fully explained and agreed with the individual.
- The policy will be monitored to ensure it is being applied in the interests of staff and the service.

## **5. Process for requesting a change in Working Hours**

### **5.1 Flexible Working Request form**

Employees who wish to alter their working hours by either reducing or changing the pattern of their work should complete Part One of the Flexible Working Request form (see Appendix 2). The employee should give thought as to how their proposal meets the needs of the service and give consideration as to how, if necessary, work is to be reallocated. Part Two details the issues to be considered which will be completed jointly with the manager

Medical staff should refer to Appendix 3.

### **5.2 Meeting with line manager**

Once the employee's line manager is in receipt of the request form, he/she should arrange a meeting with the employee as soon as is practicable, and at the latest within 28 days, to discuss the request for the change.

Discussions should involve the completion of Part Two of the Flexible Working Request Form.

The content of the meeting should also include a discussion about the contractual issues: hours, minimum unpaid breaks where an employee works in excess of 6 continuous hours (in line with the European Working Time Regulations), health & safety issues, training requirements, changes to annual leave entitlement and any other term & condition effected following the proposed change. Advice can be obtained from the HR Department or Medical Staffing team.

It is important that where the change involves a reduction in total hours worked and therefore pay, the member of staff should consult the Pensions Advisor to discuss any implications for their pension arrangements via Employment Services at Anglia Support Partnership (tel. 0800 0181 990, email [hr@asp.nhs.uk](mailto:hr@asp.nhs.uk)).

## **6. Consideration and Decision**

### **6.1 Decision to agree a request**

Upon agreeing a request the manager must confirm in writing the outcome within 14 days of the meeting and sign the request form to give authorisation. Any special requirements upon the employee, for example, attendance at work outside the revised hours to attend training sessions/meetings etc. should be discussed and confirmed in writing.

Both documents will be placed on the employee's personal file. It is the manager's/Medical Staffing's (as appropriate) responsibility to ensure a P3 staff amendment form is completed. Please note that once the change is agreed that this is an amendment to the contract of employment and there is no automatic entitlement to revert to the original hours of work/working pattern. However, any subsequent request to change hours/working pattern would be considered as part of this policy.

### **6.2 Trial Periods**

In some circumstances the manager and/or employee may have reservations about the potential success of a new arrangement. In these circumstances, the manager may agree to a trial period of up to three months to assess the impact of the arrangement. There should be a midway review to discuss whether:

- 1) the arrangement is likely to continue at the end of the trial period
- 2) there needs to be some adjustment to allow the arrangement to continue

- 3) the arrangement is likely to cease and the employee reverts to their original hours/pattern of work at the end of the period.

### **6.3 Factors managers need to take into account when considering a request**

The Trust recognises the benefits of enabling its staff to work flexibly, both in terms of recruitment/retention, and helping to maintain a healthy work life balance. However as previously stated this must be balanced with meeting service delivery. Therefore there may be occasions when a manager is unable to agree to a specific request.

In such circumstances, consideration should be given to other options, which may be possible, for example, a similar role within another area.

If, after consideration and discussion, the manager is unable to agree to the specific or alternative request, advice should be sought from the HR Department prior to informing the employee. The decision must be provided to the employee within 14 days of the meeting to meet legislative requirements. This timeframe could be extended by mutual agreement. The letter to the employee must set out the grounds for refusal. Managers must provide objective justification as to why the request has been turned down. One of the following business grounds should be given as a reason for rejection:

- Difficulties with staff reorganisation
- Inability to recruit additional staff
- Additional costs, detrimental effects on the business
- Detrimental impact on quality and performance
- Insufficient work during periods employee proposes

The letter should also notify the employee of the appeal procedure (see paragraph 8 below).

## **7. Consistency in Approach**

Managers must be clear that each request is approached in a fair and objective manner. They must consider previous requests to ensure that consistency is being applied and that no other member of staff could claim unfairness.

## **8. Appeals Procedure**

An employee who has had their request refused by their line manager can appeal using the Trust's Grievance procedure in line with other policies.

## **9. Rights of Employees**

Employees are protected against detrimental treatment for exercising or enforcing their rights to request flexible working and it is also automatically unfair to dismiss such employees or select them for redundancy on the grounds for requesting flexible working hours.

## **10. Review of Policy**

This procedure will be reviewed by the Trust Joint Consultative and Negotiating Partnership at 2 yearly intervals, unless an earlier review is required e.g. due to changes in legislation, NHS directions or in the Trust.

**Human Resources**

**February 2007**

## Appendix 1 - Examples of flexible working patterns

- Part Time hours – where staff work less than full time hours, which can be worked over part weeks or reduced hours over 5 days a week. We are proud of our ability to provide part time work
- Job Share – is where two or more people share the role and responsibilities of one job and their contracts of employment are interdependent (see Appendix 4)
- Term time only – is when staff work only during the school terms (see Appendix 5)
- Compressed hours - working contracted hours over a shorter period eg 4 longer days with one day off per week
- Nine Day Fortnight – where staff work their full time hours over 9 nine days during a fortnight
- Self Rostering
- Temporarily reduced hours
- Phased Return to Work – following sickness absence from work
- Time off in lieu
- Home working
- Hot desking
- Annualised hours

The Trusts also has policies on:

- Carer & Special Leave (including parental Leave)
- Maternity Paternity & Adoption
- Career Break Scheme
- Retirement

## Appendix 2 - Flexible Working Request Form

Part One of this form should be completed and forwarded to your manager. A meeting will be arranged within 28 days to discuss your request and the content of this form. Please give prior consideration to the issues in Part Two of the form. You will be advised of the decision, in writing, within 14 days of the date of the meeting.

PART ONE – to be completed by the Employee

**Name:**

**Band:**

**Post title:**

**Department:**

**Date of Commencement with the Trust:**

**Current hours worked per week:**

**Current working pattern:**

**Please state the reason/s for this request**

**Proposed new hours:**

**Proposed working pattern:**

**Any proposed reduction in hours to be worked? Yes / No**

**Is your request for a temporary change or permanent change? Perm / Temp**

**If temporary, please state length of time you would wish this arrangement to be established:**

**Proposed Effective Date:**

**Employee's signature \_\_\_\_\_ Date \_\_\_\_\_**

PART TWO – to be completed jointly at the meeting with Line Manager

**How will all current duties continue to be performed within the proposed working pattern?**

**If it is not possible to perform all duties, what duties will be affected?**

**What suggestions are there on how such duties can be re-allocated?**

**How will the request affect the following (where applicable)?**

**Direct patient care:**

**Customer/client service:**

**Colleagues who may have to cover at times when previously employee would have been on duty:**

**Contact between employee and line manager/supervisor:**

**If the role includes acting as a mentor for other members of staff/students, how is it proposed to fulfil this responsibility?**

**If the role involves management of staff how will this proposal affect the delivery of:**

**Supervision?**

**Performance appraisal?**

**Training?**

**Communication?**

**Staff support?**

**Employee's signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Manager's signature** \_\_\_\_\_ **Date** \_\_\_\_\_

PART THREE – to be completed by Line Manager within 14 days of the meeting

**Date of Meeting:**

**Present:**

**Outcome of discussion**

**Proposal: Agreed/Declined**

**If declined – reason/s for the decision:**

**Trial period (if applicable):**

**Monitor/Review period (if applicable):**

**P3 completed: Yes / No**

**Manager's signature** \_\_\_\_\_

**Date** \_\_\_\_\_

**Employee's signature** \_\_\_\_\_

**Date** \_\_\_\_\_

### **Appendix 3 - Applicability for Medical Staff**

The Trust is committed to applying this policy to all staff groups including medical staff. However, there are particular issues in the application of flexible working practices for medical staff that need careful consideration.

Whilst recognising these issues the Trust will use it's best endeavour in applying flexible working arrangements for medical staff. Medical staff applicants are therefore advised to contact the Head of Medical Staffing before completing the Appendix 2.

## Appendix 4 - Guidance on Job Share Arrangements

### 1. Introduction

Job Sharing is where one job with a single job description is shared by two or more people. The hours and duties of the job will be divided as agreed by the manager and job sharers in consultation. The pay and benefits of the job are shared on a pro rata basis. Potentially all posts are suitable for job sharing. Every effort should be made to accommodate existing employees who wish to reduce hours and job share.

**The need for continuity is an obvious concern, however, the view should not be taken that because a job has always been worked on a full-time basis, it should continue to be. Managers and job sharers should be aware that compatibility of job share partners is important for the success of the job share as is their commitment to maintain communication and devise appropriate mechanisms to share the work between them.**

### 2. Job Sharing by an Existing Employee

An existing employee can make an application to job share their current post. Applications should be made by using the application form in Appendix 2. If an employee's request to job share their current post is agreed in principle, subject to a partner being found, the post will be advertised accordingly. It will be clear within advertisements that this is a job share post.

Consideration should be given to inviting prospective sharers to meet an existing postholder to discuss possible working arrangements and for the existing postholders to be involved in the final decision. If, after advertisement, it has not been possible to recruit a suitable partner, the employee's manager will need to consider whether:

- the work can be organised differently to allow the member of staff to reduce their hours;
- to advise the employee that job sharing is not a possibility at the present time;
- there are any other job sharing/part-time opportunities elsewhere in the Trust, which they may wish to apply for.

### 3. Job Sharing a Vacant Post

Managers should decide whether posts to be advertised could be considered for job sharing. If so, the following statement will be included on the advert:

“The Trust will consider applicants interested in Job Share”

Job Sharers applying as partners should be interviewed individually to decide on their individual suitability for the post. If potentially suitable, a joint interview should follow to consider compatibility and proposed working arrangements.

Where applicants fail individually to meet the necessary standards for the job, the issue of complementary skills could be considered. The post may be offered provided they jointly meet the standards required and the individuals undertake to acquire those skills lacking within a reasonable period of time.

If a manager is only able to recruit one suitable sharer for the post he/she will need to consider the long term affects on the service if a partner cannot be found, prior to an offer of employment being made. It may be possible to organise the work differently and to fill the remaining hours in an alternative way.

If this is not possible and it is decided to re-advertise, the suitable applicant should be informed that their details will be placed in the job-share register pending a suitable job sharer/alternative post. This must be made clear to applicants prior to the interview stage.

In order to preserve confidentiality managers should only divulge to a job share applicant details of their own performance at interview, not that of their job share partner.

#### **4. When One Job Sharer Leaves the post**

When one job sharer leaves the post the remaining partner may be offered the post on a full-time basis. If they accept then the job share arrangement ends.

If the remaining partner does not wish to transfer to full time, the vacant job share will be advertised appropriately.

On appointment of the job share replacement, the skills of both employees will be reassessed. A new job share arrangement will be drawn up taking into account the skill mix of both partners.

However, if after advertisement, there is no suitable partner, the Trust will consider the following alternatives:

- organising the post differently, ensuring the needs of the service are not affected;
- redeploying the existing job share employee to a suitable alternative post, with retraining if required;
- allowing the individual to undertake the post in a part-time basis;
- terminating the employment in that post of the remaining Sharer. Any decision to dismiss would have to be a reasonable one and a last resort. There will be a clause in the contract of employment which states the employee can be legally dismissed if such a situation arises.

If a job sharer is redeployed to a suitable alternative post this may be on different terms and conditions, including a lower grade and a change in hours. Protection of grade and salary will depend upon length of continuous service with the Trust. Please refer to the relevant Trust Policy.

## **5. Working Arrangements**

The hours and duties of the job will be divided as agreed by management and job sharers in consultation. The decisions will have reference to the following considerations:

- i) the requirement to organise the job efficiently;
- ii) the degree of supervision involved;
- iii) any need for an overlap period;
- iv) any special skills or abilities of either sharer;
- v) the pattern and number of hours the job sharers wish to work.

A degree of overlap in the job share partners working hours will be essential to pass on information, update each other, ensure continuity and avoid possible isolation. For posts with routine tasks this may only need to be of short duration, whereas in managerial posts a longer and more structured overlap period will be required. In addition, other methods of maintaining communication must be considered including diaries, message books, bring forward systems and notes of meetings.

Each job sharer is responsible individually for the satisfactory performance of their duties. Accordingly, for purposes of the disciplinary and grievance procedures, job sharers will be treated individually. Job sharers will often reasonably be expected to cover, wherever possible, their partner's planned absences and the principles should be discussed and agreed at the appointment stage. Sharers should be given equal access to training opportunities. Managers may agree for job sharers to take it in turns to attend non-statutory training courses.

Job sharers should be considered for promotion in the same way as full-timers.

## **6. Terms and Conditions of Employment**

### **6.1 Contracts of employment**

Job sharers will be issued with individual contracts of employment.

### **6.2 Example clauses for the statement of Terms and Conditions of service**

The use of these will depend on the agreed terms

- This is a job share post sharing the duties and responsibilities of one full time post with ..... Both partners are required to co-operate in making the partnership effective in meeting the objectives of the post. The arrangements for dividing the duties and responsibilities and ongoing communication and handovers are attached and will be subject to review at ..... monthly intervals.

- The working hours arrangement is as follows:

Example

Mrs Jones will normally work 18.75 hours per week (excluding meal breaks), two and a half days a week: Monday, Tuesday and Wednesday morning. Mrs Smith will work 18.75 hours per week: Wednesday afternoon, Thursday and Friday.

- You will reasonably be expected to work full-time to cover the planned absences (holidays and training) of the other partner.
- You will be required to ensure that your planned absences do not coincide with your job share partner.
- If your job share partner leaves, you will be offered the post on a full time basis. If this is unacceptable to you, the Trust will advertise the second partner post appropriately. However, if no appointment is made, the Trust will consider the following alternatives:
  - organising the post differently (eg. reverting the post to full-time), ensuring the needs of the service are not affected.
  - redeploying you to a suitable alternative post, with retraining if required.
  - allowing you to undertake the post on a part time basis.
  - terminating the employment of the your job share post.

### **6.3 Salary**

Salary will be paid pro rata according to the agreed hours for each partner. Increments and other service related terms will be paid according to individual entitlement.

### **6.4 Overtime/Allowances**

Payment of unsocial hours, allowances, etc. will be paid to the individual working those hours. Hours worked in excess of contracted hours will be agreed to be taken as time off in lieu or paid at the basic rate until the job share partner works in excess of the full time hours for the job, when overtime rates will be paid in accordance with their main terms and conditions subject to prior approval by the line manager.

### **6.5 Annual Leave**

Annual leave for the full time job will be divided by pro rata. Any individual entitlement additional to this, e.g. long service leave will be applied individually and pro rata to hours. Sharers will not normally be permitted to take annual leave at the same time.

### **6.6 Sick pay**

Job sharers will be entitled to sick pay on an individual basis according to the relevant contractual terms and conditions.

## **6.7 Performance Assessment**

Each job sharer is responsible individually for the satisfactory performance of their duties. Performance assessment will therefore apply to job sharers individually. However, there may be certain posts (e.g. Senior management) which will have joint accountability for certain tasks and sharers may be assessed jointly for a particular area of work.

## **Appendix 5 - Guidance on the Term Time Contract Scheme**

### **1. Purpose**

The purpose of the Scheme is to improve the retention of existing staff and facilitate the recruitment of external candidates whose domestic commitments mean that they are only available for work during school term times.

Existing employees who, for domestic reasons wish to change to a Term Time Contract should apply to their manager (using Appendix 2) who will consider whether the post is suitable for a Term Time Contract.

Should a vacancy arise, and a review of the post indicates that it might lend itself to Term Time working arrangements, the advertisement should indicate that this was the case.

### **2. General Conditions**

- A Term Time Contract will not exceed 39 weeks per annum in duration.
- Annual salary will be distributed equally in twelve monthly payments.
- Annual leave will not be authorised in normal circumstances outside the school holiday periods. The manager does have the right exceptionally to approve unpaid leave. Any periods of unpaid leave are taken into account in calculating annual leave.
- Employees will receive payment for their annual leave in their 12 equal salary payments.
- The salary and annual leave allowances are based on the number of weeks worked by the term time employee compared to the number of weeks worked by a full time employee. (Please refer to ASP Employment Services Tel. 0800 0181 990 or email [hr@asp.nhs.uk](mailto:hr@asp.nhs.uk) for assistance in making these calculations.)
- Term Time employees are entitled to sick leave in accordance with Agenda for Change Terms and Conditions of Employment. If a member of staff is sick during the school holidays, when they are not at work, they are required to report it for recording and sick pay purposes.

***For further advice on any of these points please contact a member of the Human Resources Team.***