

Livewell Southwest

Flexible Working Policy

Version No 1.3

Review: September 2017

Notice to staff using a paper copy of this guidance.

The policies and procedures page of LSW intranet holds the most recent version of this document and staff must ensure that they are using the most recent guidance.

Author: HR Manager

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1.1	Review	14 June 2016	HR Manager	Equality and Diversity Statement
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Flexible Working Policy

1 Equality and Diversity Statement

- 1.1 Livewell Southwest is committed to fairness and equity and values diversity in all aspects of its work as a provider of health and social care services and as an employer of people. We constantly strive to build a workforce that is representative of the community it serves.
- 1.2 Livewell Southwest is committed to eliminating all forms of discrimination on the grounds of age, disability, gender reassignment, marriage / civil partnership, pregnancy maternity, race, religion or belief, sex and sexual orientation in the provision of our services and in recruitment and employment. This enables an environment that is characterised by dignity and respect which is free from harassment, bullying and victimisation.

2. Introduction

- 2.1 Livewell Southwest (LSW) recognises that attracting, recruiting, developing and retaining skilled and experienced employees is central to the achievement of its business goals and objectives, and the provision of a high quality service. LSW is committed to considering flexible and supportive family friendly practices and arrangements which enable staff to balance their work and careers with the demands of a family or other commitments and responsibilities more effectively, leading to greater individual and business performance, increased levels of engagement and commitment from workers at all levels.
- 2.2 Flexible working is designed to address the changing profile of the workforce and the need for LSW to be able to deliver services to patients on a 24/7 basis. It enables the use of advances in technology, provides a valuable recruitment and retention tool and aims to meet the increased demand for an effective work-life balance.
- 2.3 In addition to policy objectives, LSW has a legal duty to consider applications for flexible working from all staff and as part of their duty in making reasonable adjustments for disabled staff and job applicants under the Equality Act 2010.

3 Purpose

- 3.1 The purpose of this Policy is to explain flexible working, what it means for employees and LSW, and its impact on pay and benefits. It outlines the alternative options available thus providing a framework for flexing individual working time arrangements. It also explains the process for requesting flexible working.

4 Scope

- 4.1 This Policy applies to all employees. It does not apply to agency workers, external consultants or self-employed contractors.

- 4.2 All posts will be considered eligible for flexible working. The suitability of a post for flexible working will be determined by management following an investigation and taking into account the statutory grounds for refusal. Given the nature of the services provided by LSW quality of service delivery is paramount and should always be considered as a priority.
- 4.3 This policy does not form part of any employee's contract of employment and maybe amended from time to time.

5. Definitions

- 5.1 The term 'flexible working' relates to an organisation's working arrangements in terms of working time, working location and the pattern of working.
- 5.2 Flexible working options may include:
- Part-time working
 - Temporarily reduced working hours
 - Staggered working hours
 - Flexi time
 - Annualised hours
 - Term time working
 - Working from home
 - Job Share
 - Nine day fortnight/compressed hours
 - Flexible Retirement

6. Duties and Responsibilities

6.1 Employees

- 6.1.1 Employees can make one application every twelve months; each year runs from the date the first application was made.
- 6.1.2 If employees wish to apply for any of these options, they should discuss it in the first instance with their manager. Employees are responsible for being objective in their assessment of how the change might affect the service, the team or performance.
- 6.1.3 Employees must put their request in writing to their immediate manager, with as much detail about their requirements as possible, including how they believe this can be accommodated within the department, and keep a copy. The request should include the following details:
- Details of their current working pattern (days/hours/times worked);
 - Details of the working pattern they would like to work in the future (days/hours/times worked);
 - The date they would like the working pattern to commence from;
 - The impact of the new working pattern – how it will affect their colleagues, department and LSW;

- How the new working pattern could be accommodated – how the effect on their colleagues, department and LSW could be dealt with;
- A statement to state that it is a flexible working request;
- A statement as to whether a previous application has been made and if so the date on which it was made;
- The application must be dated and signed by the individual.

6.1.4 Employees must demonstrate a willingness to be flexible and to fully explore alternative suggestions made by their manager if they are unable to accommodate the employee's initial request.

6.2 Managers

6.2.1 Managers are responsible for being open in response to flexible working requests and to accommodate requests where possible, but must give serious consideration to the impact of a request on both colleagues and service delivery. They have a primary responsibility for maintaining service effectiveness and quality.

7. Process

7.1 Applying for a Flexible Working Option

7.1.1 Employees must consider the practical implications of their request and how their department/section would cope with these. Some posts may be harder to work flexibly in than others, particularly where other members of the multi-disciplinary team already have established shift patterns or where service needs may be adversely affected. See Appendix A for flow chart of process.

7.1.2 All requests for any type of flexible working must be put in writing by the using the Application for Change in Work Pattern (Appendix B) to their immediate manager in accordance with their responsibilities.

7.1.3 Applicants can be both from an individual or an entire work area.

7.1.4 Managers must then arrange a meeting to discuss the employee's request, and where possible do so within 28 days of receiving the request. This is to allow time to consider the request fully. Managers may need to hold more than one meeting with the employee, depending on the nature of their request. New working arrangements must only be introduced by mutual agreement.

7.1.5 If the employee fails to attend two meetings, the request for flexible working will be treated as withdrawn and the employee will be unable to submit a further request for 12 months from the original date of application. If the employee withdraws a formal application another formal request he/she will not be able to make another request for 12 months. In such circumstances, the manager will write to the employee confirming that the request has been treated as withdrawn. Any deviation from this must be discussed with HR.

- 7.1.6 Employees may be accompanied at any meetings held to discuss their request by a Trade Union representative or work colleague.
- 7.1.7 Managers are required to consider all written requests for flexible working. It is important that they look at the benefits of the requested change for both the employee and the service by weighing up any adverse business impact of implementing the changes.
- 7.1.8 During the initial meeting all suggestions should be fully explored.
- 7.1.9 Managers should where possible write to employees within 14 days of the meeting, either:
- To agree the new working pattern with a start date;
 - To confirm the compromise suggested and a date by which the employee should respond and arrange to meet again (if required);
 - Explain why they are unable to meet the employee's request and set out the procedure for appeal.
- 7.1.10 Once a decision has been made to agree a flexible working request, the manager must raise a change form (if appropriate) and ensure that a copy of the change form is recorded on the employee's management file. Where the flexible option is adopted, an annual review will be factored in to allow both the manager and employee the opportunity to revisit the arrangement and implement further changes, if necessary. An earlier review can take place on the request of either the manager or the employee. A change can only be implemented by mutual agreement and where an agreement cannot be reached a consultation process must be followed. Once a change has been implemented there is no automatic right for the employee to resume their previous working pattern and the employee will not be able to make another formal request until 12 months after the date of the original application.
- 7.1.11 Where a manager refuses an employee's request, the reasons for this must be explained with sufficient detail in the formal response. Refusals must be for one or more of the following reasons:-
- The burden of additional costs;
 - Detrimental effect on ability to meet customer demand;
 - Inability to re-organise work amongst existing staff;
 - Inability to recruit additional staff;
 - Detrimental impact on quality;
 - Detrimental impact on performance;
 - Insufficiency of work during the periods the employee proposes to work;
 - Planned structural changes.
- 7.1.12 A manager may also suggest starting the new working arrangements under an initial trial period (normally no more than three months) to

ensure that they meet an employee's needs and those of the team/department before reaching a final decision in respect of the application/request.

7.2 Appealing against the manager's decision

7.2.1 An employee may appeal against their manager's decision. The appeal must:

- be in writing and dated, sent to Manager's Manager;
- set out the grounds on which the employee is appealing; and
- be made within 14 days of the date on which the written rejection of the request was made.

7.2.2 Following receipt of the appeal, a meeting will be arranged with the employee.

7.2.3 The employee may be accompanied by a Trade Union representative or colleague.

7.2.4 The employee will be informed in writing of the decision as soon as possible after the appeal meeting.

7.2.5 If the appeal is upheld, the employee will be advised of the new working arrangements and the manager must raise a change form (if appropriate) and ensure that a copy of the change form is recorded on the employee's management file. See 6.1.9 for further information.

7.2.6 If the employee's appeal is rejected, the manager will give the business reason(s) for the decision and explain why the reason(s) apply in the employee's case. The employee will not be able to make another formal request until 12 months after the date of the original application.

7.2.7 It is important for managers to remember that the outcome for a flexible working request must be completed within three months of first receiving the original request for flexible working unless an extension is agreed with the employee.

7.2.8 Employees must bear in mind when making a request that managers have to consider the needs of the service or department as a whole, and may not always be able to accommodate an employee's request, although they will do so whenever practicable.

7.3 Extending time

7.3.1 There may be exceptional occasions when it is not possible to complete consideration of the employee's request within the expected time limits. Where an extension of time is agreed with the employee, the manager will write to the employee confirming the extension and the date on which it will end.

8 Types of Flexible Working Options

8.1 Part-time working

- 8.1.1 This involves reducing an employee's contracted hours of work on a permanent basis. All pay and benefits will be adjusted pro-rata.
- 8.1.2 This option will normally allow some flexibility in the hours/days worked each week, provided the manager agrees to the variations and that the monthly total reconciles to the employee's new contracted figure.
- 8.1.3 Payment for additional hours in any month must be agreed in advance with the employee's manager and will be at normal (i.e. not overtime) rate until full time hours are reached. Thereafter, hours worked will be paid at overtime rate.

8.2 Temporarily reduced working hours

- 8.2.1 This involves a temporary (up to one year) reduction in contracted hours to deal with special circumstances in an employee's life outside work. It will involve an agreed end date on which the employee reverts to their original contract. During the temporary reduction, all pay and benefits will be reduced pro-rata (including pension contributions and entitlements).

8.3 Staggered working hours

- 8.3.1 This involves an employee working the same number of days (and the same scheduled days) as their existing contract, but changing start and finish times to suit their personal circumstances.

8.4 Flexi-time

- 8.4.1 Flexi-time is similar, though an employee's start and finish times may vary day-to-day; there is no change to pay and benefits. Nor will the change involve enhanced hourly rates being paid. With flexi-time, an employee and their manager should agree that certain hours are 'core' hours which they will work every day. In addition to the core hours, an employee can be flexible about start and finish times provided their hours each week add up to their contracted hours. Flexi-time is very often worked within a team, so consideration will be given to ensuring that the service is covered during specific times. A record of hours worked must be kept via EOL (Employee Online). Hours must not be allowed to accumulate to an excessive level with such working arrangements.

8.5 Annualised Hours

- 8.5.1 This is a contract where the hours an employee works are calculated on a yearly rather than the traditional weekly basis, so that their hours can be spread unevenly over the year. For example, it might involve an employee reducing their hours during the summer while increasing them during the winter.

- 8.5.2 An employee and their manager will agree the minimum number of hours that they anticipate they will work over the year. The manager needs to take into consideration the minimum number of hours economical to operate an annualised hour's contract within their service.
- 8.5.3 The employee would work the pattern of hours that has been agreed, however payment for this would be averaged over 12 months of the year.
- 8.5.4 When agreeing an employee's shift pattern and hours, the manager must ensure that they comply both with the needs of the service and with the Working Times Regulations Act (1998).
- 8.5.5 If an employee is regularly working in excess of the hours within their annualised hours contract or are unable to meet the minimum hours within the contract they should discuss this with their manager.
- 8.5.6 Hours worked in excess of the agreed pattern will not attract an overtime premium as the purpose of an annualised hours contract is to be able to work a total number of hours each year within an agreed flexible arrangement.
- 8.5.7 If an employee works under their agreed minimum yearly hours total at the end of the agreed annualised hour's period, the manager must inform payroll so that these hours can be deducted from the final month of the year's salary.
- 8.5.8 Employees will be entitled to pro-rata annual leave and public holiday entitlements as specified on the contract of employment. For example:
- Where agreed annual working hours amount to 1,500 hours per annum of which 250 hours are a combination of annual leave and public holiday entitlement, then the physical hours worked would be 1,250 hours per annum.
- 8.5.9 Sick pay will be based on notional hours worked.
- 8.5.10 Where an annualised hours contract has been adopted an annual review meeting must take place between the manager and employee to ensure that the arrangement continues to meet both the employee's and the business requirements.

8.6 Term-time only working

- 8.6.1 This is a contract where an employee continues to work full or part time hours, but generally not during school holidays therefore resulting in a reduced number of hours worked each year. The employee will receive a reduced salary based on the number of weeks that are worked and their annual leave entitlement, therefore the more leave that an employee is entitled the smaller the reduction in salary will be. For example:

- An employee works 39 weeks of the year and is entitled to seven weeks combined leave entitlement (5.4 weeks annual leave and 1.6 weeks public holiday entitlement).
- The total number of weeks in the year totals is 52; 39 weeks are worked and seven weeks are leave entitlements, this leaves six weeks unpaid.
- Based on this if an employee were to physically work 37.5 hours per week they would be paid 34.5 hours per week (this takes into account the unpaid weeks that are averaged over 12 months)

8.6.2 The details of a term time only contract must be agreed with an employee's manager prior to implementation. Annual hours and term time only contracts, once agreed, should be subject to an annual review meeting between the employee and their manager, to ensure that they continue to meet both the employee's and the business requirements.

8.7 Home Working

8.7.1 For further details please refer to the Mobile Working Policy (incorporating home working and hot desk arrangements) on the Intranet.

8.8 Job Share

8.8.1 Job sharing represents an opportunity for staff to work fewer hours, while maintaining their career opportunities and personal development. Job sharing is a form of employment in which the duties and responsibilities of a post, which would normally be held by one person, are shared. The salary and benefits of the post are divided between the job sharers in proportion to the number of hours they work.

8.8.2 Job sharing should not be confused with 'job splitting', which occurs when the work of one post is split into two separate part-time posts, with separate tasks and little or no shared responsibilities.

8.8.3 When advertising for a post, managers are advised to consider whether the role could be suitable for job share applicants and if so to make this explicit in the advert. A high level of co-operation and communication between job sharers is essential, and for this reason, job sharing may include provision for overlap time between the two partners to facilitate communication and maintain continuity in the work.

8.8.4 The job-sharing scheme is open to all employees and prospective employees no matter what level in the organisation. Job sharers do not need to state their reasons for wishing to job share.

8.8.5 Candidates will be asked to indicate on their application whether they wish to job share. Two candidates may submit a joint application or candidates may be matched during the recruitment process.

8.8.6 Applicants will be interviewed separately.

- 8.8.7 Employees should submit a request to job share in writing to their manager using the Application Form in Appendix B, giving reasonable notice.
- 8.8.8 On receipt of a job share request, the manager should follow the Flexible Working request process, details above.
- 8.8.9 Staff are under no obligation to enter into a job share arrangement to suit the needs of other employees. Such an arrangement must be entirely voluntary.
- 8.8.10 If no suitable job share partner can be found, the manager should give consideration to alternative flexible working arrangements.
- 8.8.11 As job sharers are separate employees, one partner leaving should not affect the other sharer's employment. If one partner does leave the following procedure should be adopted:
- a) The remaining sharer should be offered the options of full-time working or altering their working hours, days or pattern of work before the post is advertised.
 - b) Where the remaining partner does not wish to work full-time, the vacant hours will be advertised as a job share.
 - c) If no sharer can be found following a thorough recruitment process, the existing sharer may be required to work the same hours on a part-time basis or redeployed to a commensurate post using Redeployment Policy.
- 8.8.12 A job share agreement will need to be negotiated between the manager and the job share partners. This agreement will be in writing and will form part of the individual Contract of Employment.
- 8.8.13 When negotiating the job share agreement, in particular the division of duties and sharing of responsibilities, the primary aim is to determine the best method to ensure service delivery and compatibility with the job share partners' needs. The agreement will need to include the following:
- Hours of work
 - Working arrangements can be divided in a number of ways, for example split days, split weeks, alternate days or alternate weeks, depending on the nature of the job
 - The procedure to be followed when one job share partner leaves
- 8.8.14 Factors to consider when determining hours of work include:
- Does the job need to be covered every day and within set times?
 - A fair distribution of shifts/on-call must be allocated pro rata to the hours worked
 - Is the creation of an overlap desirable?

- Is there sufficient office space/desk space for both partners to work together?
- Will they both need to attend certain meetings?
- How do the job sharers domestic arrangements affect the hours they work?
- Handover or overlap arrangements

8.8.15 Overlap time provides job sharers with the opportunity to pass on information and update each other. Where a high degree of managerial activity is involved, a structured overlap period may be needed. In addition to overlap periods, other methods of maintaining strong communication links should be established, for example diaries, a bring forward file, e-mail and written notes of all meetings.

8.8.16 The banding for the post will apply equally to both job share partners. Any banding review will apply to the whole post.

8.8.17 Training opportunities should be made available to both job share partners dependent on their individual needs. When training takes place on a day on which one of the job sharers would not normally work, time off in lieu should be offered. If appropriate, job sharers may attend training sessions together.

8.8.18 There will be no requirement on a job sharer to cover for a partner's short-term absences due to sickness or leave. If the individual agrees to work additional hours for this purpose, then any additional hours worked above those specified in the individual's personal contract will be paid at the appropriate rate or time off in lieu will be offered. These arrangements should be agreed before any additional hours are undertaken.

8.8.19 Each partner will have an annual individual appraisal.

8.9 Nine Day Fortnight/Compressed Working Hours

8.9.1 What are compressed working hours?

- Compressed working hours is a working arrangement that enables employees to work their total number of contracted weekly hours over a shorter period, either four rather than five days per week or nine rather than 10 days per fortnight.
- Compressed working hours can be used to help individual employees balance their work and family commitments by guaranteeing them a 5th or 10th day when they do not work.
- Where more than one employee within a team wishes to work compressed hours, a rota may be necessary to ensure fairness for time off. It would be good practice for the 5th/10th day off to be taken on a rolling basis and not occur on a fixed day off every week or fortnight.

8.9.2 When are compressed working hours appropriate?

- It should be recognised that compressed working hours may not be possible in all jobs. For example it may not be appropriate in service areas where there would be no benefit to offer longer hours.
- Flexibility may be required for staff to attend key events (i.e. training) or at other busy times of the year when other team members may be on annual leave or to cover sickness absence.

8.9.3 What are the advantages and disadvantages of compressed working hours?

- Compressed working hours would benefit an employee by enabling them to enjoy increased leisure time and/or time with dependants.
- Quiet periods during the week within a work area could be managed more effectively. An employee's day off could be arranged to coincide with busier days of the week.
- It may be more difficult to arrange key or team meetings and supervision. Managers will need to ensure that communication and team working are managed effectively.
- Some employees may be tired at the end of a longer working day or week, or find it difficult to adjust quickly to work after a long weekend and the longer working periods of compressed working weeks may have an impact on productivity or provoke changes in an employee's behaviour (e.g. fatigue or stress related conditions).
- Compressed hours may improve recruitment and retention and enable managers to improve their use of resources.
- Employees will not experience a reduction in pay.
- Team morale may be affected as staff may feel that they are expected to cover for other people who no longer work every day, it is important that manager's consider the minimum daily staffing levels required for each day when reaching their decision on accommodating compressed working hours.

8.9.4 How the scheme should work in practice

- An employee choosing to work compressed working hours would either work a nine-day fortnight or a four-day week. If their contracted hours are 37.5 per week (not including breaks) then a:
 - Nine-day fortnight would mean a working day of 8hours 20 minutes (8.33hrs)
 - Four day week would mean a working day of 9hours 22 minutes (9.38hrs)
- Breaks are in accordance with the Roster Policy.
- Individuals will be required to accurately record their hours.

8.9.5 Annual leave and public holiday entitlement

- Annual leave entitlement will not be reduced; however it should be

recalculated into hours.

- If contracted hours are 37.5 hours per week and an individual is working a nine-day fortnight, an annual leave day will be equivalent to 8 hours 20 minutes.
- If contracted hours are 37.5 hours per week and an individual is working a four-day week, an annual leave day will be equivalent to 9 hours 20 minutes.
- Public Holiday allowances will be given on a pro-rata basis. Public holidays attract at a rate of 7 hours and 30 minutes per day, therefore employees would be expected to either make up hours or take annual leave to cover the remaining time in their normal working day.

8.10 Flexible Retirement – details regarding flexible retirement can be found in the Flexible Retirement Policy which is located on the Intranet.

9 Training Implications

9.1 Training will be provided to Managers on their duties in relation to this Policy

10 Monitoring compliance

10.1 The effectiveness of this Policy will be monitored both in terms of whether the process was properly followed leading to a legal and fair outcome, and whether managers at all levels are taking the opportunity to learn from any problems and improve their overall approach to people management.

All policies are required to be electronically signed by the Lead Director. Proof of the electronic signature is stored in the policies database.

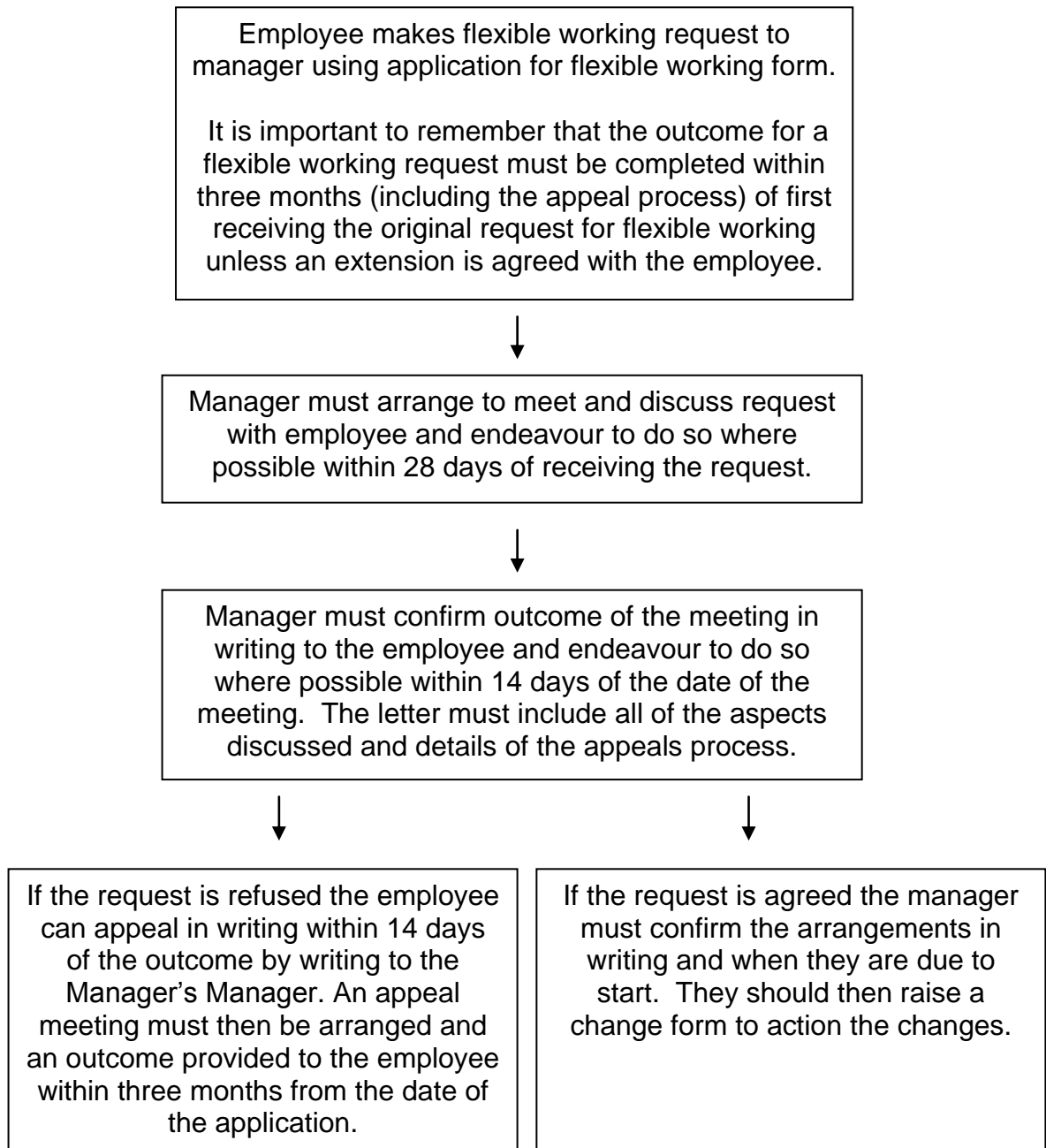
The Lead Director approves this document and any attached appendices. For operational policies this will be the Locality Manager.

Signed:

Name: Head of Human Resources

Date: 9th December 2014.

Process for flexible working application



Appendix B

Application for Change in Work Pattern				
Name				
Assignment Number				
Job Title				
Work Base				
Date				
Have you made a previous request in the last 12 months?	Yes		No	
Proposed Changes To Work Pattern <i>(please include as much detail as possible and the effective date)</i>				
How you feel that the change will affect the service area and how you feel that your manager can accommodate your request:				

Managers Decision:

--

If the request has not been granted the employee can appeal within 14 days of the outcome to the Manager's Manager and at any time seek advice from the HR Department.

	Employee	Manager
Name (<i>please print</i>)		
Signature		
Date		

Please ensure that a copy of this form is sent to the HR Department, Admin Building, Mount Gould to be held on the employee's personnel file.