



FLEXIBLE WORKING POLICY

DATE APPROVED:	12 April 2017
APPROVED BY:	Workforce Development Group
IMPLEMENTATION DATE:	May 2017
REVIEW DATE:	May 2020
LEAD DIRECTOR:	Director of Workforce and Organisational Development
IMPACT ASSESSMENT STATEMENT: No adverse impact on Equality or Diversity	

Document Reference Number:	HR – Policy – 021 (Version 5)
-----------------------------------	--------------------------------------

Change Control:

Document Number	HR – Policy – 021
Document	Flexible Working Policy
Version	Five
Owner	Director of Workforce & Organisational Development
Distribution list	All
Issue Date	May 2017
Next Review Date	May 2020
Author	Head of HR

Change History:

Date	Change	Authorised by
May 10	1	Initial draft
Aug 10	1.2	HoHR
Oct 10	1.3	Policy group (11 October 2010)
Jan 11	1.4	
Feb 11	1.5	Policy Group
Feb 11	1.6	Heads of HR
Mar 11	1.7	Trust formatting
Mar 11	1.8	Policy Group (4 March 2011)
Mar 11	1.8	RPF Agreed 17 March 2011
Mar 11	1.8	Workforce Development Committee 7 April 2011
May 11	1.8	Exec Management Board
May 2013	2.0	Updates at Policy Group
May 2013	2.0	Agreed at RPF
May 2013	2.0	Agreed at WDC
February 2015		Agreed at Policy Group
April 2015		Agreed at RPF
22 April 2015		Agreed at Workforce Development Committee
February 2017	Reviewed, minor changes	Head of HR
16 March 2017	Reviewed, minor changes	Policy Group
12 April 2017	Agreed	Workforce Development Group
04 May 2017	Agreed	Regional Partnership Forum

CONTENTS

1	Policy Statement	4
2	Induction	4
3	Responsibilities	4
4	Flexible Working Options Offered by the Trust	5
6	Procedure for Application.....	12
7	Appeal Mechanism	13
8	Monitoring	13
	Appendix One - Flexible Working Flowchart-Overview	14
	Appendix Two – Guidance Notes	15
	Appendix Three – Application for Flexible Working	16
	Appendix Four – Acknowledgement of Request	18
	Appendix Five – Confirmation of Meeting Request.....	19
	Appendix Six – Outcome Letter (Approved).....	20
	Appendix Seven – Outcome letter (Declined)	20

1 Policy Statement

West Midlands Ambulance Service NHS Foundation Trust is committed to providing a flexible place of work, enabling all staff to balance work and home lives, where it does not affect the Trust's ability to provide patient care.

2 Induction

The Trust is continually seeking to improve the working lives of its staff. To achieve this commitment, this Policy outlines various working arrangements which current staff may wish to request at different times during their career with the Trust. In addition, we aim to be an employer of choice, and recruit and retain the very best staff. This document outlines which options are available to staff, although does not include an exhaustive list of working arrangements that may be considered.

This Policy meets the Trust's responsibilities under National Terms and Conditions, relevant employment legislation and ACAS Code of Practice.

Any employee who has worked for the Trust for 26 weeks continuously or more has a statutory right to request flexible working, please see 5.1 of this policy for the statutory right.

All employees will be treated fairly in accordance with the Trust Equal Opportunities Policy and the Trust endeavours to support all employees in the best way possible.

3 Responsibilities

3.1 Director of Workforce & Organisational Development

The Director of Workforce & Organisational Development has an overall responsibility to oversee this guidance and to ensure its correct application within the Trust.

3.2 Managers

Managers, including appointing managers, have a responsibility to ensure that they abide by and reinforce this Policy and that they attend any relevant training. Managers directly involved in the line management of staff will have a responsibility to ensure they operate within employment law and adopt best practice, supported by advice from the Human Resources Department.

3.3 Human Resources

The Human Resources Department will have a responsibility for ensuring managers are provided with adequate advice and guidance in the application of this Policy and to provide relevant best practice and employment law advice on a case by case basis.

3.4 Employees

Employees must follow the application process within this Policy (as highlighted in Appendix 2), and ensure they communicate with their line manager fully in all circumstances. Employees need to be flexible, wherever possible with their manager and assess alternatives options if the preferred working option is not feasible to meet the needs of the service.

4 Flexible Working Options Offered by the Trust

4.1 Definition

The term flexible working looks at the organisation's ability to manage their employees effectively within the workforce. The flexible options offered can be through working time, location and patterns of working.

In order to be eligible to apply for flexible working, the following criteria need to be met:

4.2 Statutory Right to request Flexible Working

- Employees who have worked for West Midlands Ambulance Service NHS Foundation Trust for a continuous period of 26 weeks have the right to request a change in working pattern
- Employees should not have submitted another statutory request within the last 12 months, unless in extreme circumstances e.g. a major change in personal situation. When a flexible working request is granted the manager and employee should agree a suitable review period where necessary.

4.3 Reasons for refusal of flexible working

Employers are required to assess each flexible working request on a case by case basis and can be refused on the following grounds:

- Inability to reorganise work from existing staff
- The Trust incurring extra additional costs to accommodate the flexible working request
- Detrimental impact on performance and quality
- Planned structural organisational changes
- Inability to recruit extra staff

- Where the manager feels that the proposed working pattern will have a detrimental impact upon the service and / or ability to meet patient demand
- Insufficiency of work during the periods the employee proposes to work

The following flexible working options are available (but not limited to) for consideration on receiving an application from staff within the Trust. It should be noted that some of the options may not be available to all areas of the Trust:

- Part time working (Section 5.4)
- Annualised hours (Section 5.5)
- Term time only contract (Section 5.6)
- Bank Agreement (Section 5.7)
- Job Sharing (5.8)
- Flexi-Time (5.9)
- Flexible Retirement (5.10)

4.4 Part Time Working

Definition

Part time working will be offered within the exigencies of the Trust, and for the purpose of this policy be defined as:

“Any contract offered to external candidates or current staff which includes working a number of hours per week, which is lower than the whole time equivalent, with pro rata remuneration and entitlements, on the same terms and conditions as full time members of staff”.

Working Arrangements

Part time working offers employees the opportunity to work fewer hours over their working week to suit their personal commitments. Hours of work should be agreed between the employee and the manager.

An employee may request a permanent or temporary variation of contract to part time hours at any time, by submitting a request in writing to his / her line Manager. The request will be considered, taking into account the needs of the service.

Salary Payment

The payment of hours will be calculated on a monthly basis and paid monthly on a pro-rata basis. Annual leave and bank holidays will also be calculated on a pro-rata basis.

4.5 Annualised Hours (Different to Allocated Leave Rotas)

Definition

Annualised hours for the benefit of this policy, will be defined as:
“the agreement to undertake a set number of hours per year, receiving pro rata entitlement and benefits, with all other terms and conditions applicable”

Working Arrangements

An annualised hours contract offers great flexibility to both parties. Hours of work can vary on a weekly and monthly basis and the hours worked by staff can coincide with actual demands of service.

The employee agrees to work a certain number of hours throughout the year. The number of hours is agreed on an annualised basis with the annual leave and bank holiday entitlement being deducted giving the total number of hours to be committed to work throughout the given year.

The following needs to be taken into account when considering annualised hours:

- Total hours to be worked in a full year need to be agreed at the outset.
- Manager and employee need to discuss and agree how the working hours are to be worked in each week or month, considering any changes which may impact upon the workload
- Entitlement to sick pay needs to be agreed at the outset.
- The agreement must be Working Time Regulations compliant.
- Employees leaving part way through the year may owe hours to the Trust or have hours accrued, and managers will need to calculate this when completing payroll documentation.
- Managers must accurately monitor the hours worked over the week/month to ensure the employee is paid according to the agreement and relevant unsocial hours enhancement if applicable.
- This agreement may be subject to change, according to the needs of the service and in exceptional circumstances a change in individual circumstances.

The Trust agrees to provide the number of hours required to fulfil the annualised hours contract every year.

Salary Payment

The salary is paid in twelve equal monthly instalments reflecting the average number of hours to be worked on a weekly basis.

4.6 Term Time Only Work

Definition

For the purposes of this Policy, a Term time only contract will be defined as:

“A contract where by the employee is deployed for 39 weeks of the year, in line with local school opening hours (agreed annually with management), whose holiday and Bank Holiday entitlement is covered within the school closure period, and is remunerated appropriately”.

Working Arrangements

The employee works 39 weeks per year, as indicated by agreed local school open hours. The employee would need to agree prior to the start of the school year (i.e. September) the working weeks where they will be available for work during the year. The line manager may then deploy the member of staff for the appropriate number of shifts, at any time between the agreed hours during the weeks they are available to work.

Salary Payment

These are inserted in the Policy as an example and for illustration only, and are not binding to individual requests.

Salary's are calculated by making 4 calculations below:

- 1) $39 \text{ (number of weeks worked)} \times \text{Days worked in working week} = \text{Days worked on Term time only contract (Days TTO)}$.
- 2) $365.25 \text{ (days in year)} / 7 \times \text{Days in working week} = \text{Days worked per year on all year round contract (Days AYR)}$
- 3) $\text{Days TTO [Calculation 1]} + \text{Annual Leave entitlement} + \text{Bank Holiday entitlement} + \text{Accrued Leave entitlement (Where applicable)} = \text{Total days paid per annum}$
- 4) $\text{Total days paid per annum [Calculation 3]} / \text{Days AYR [Calculation 2]} \times 100 = \text{Percentage of full salary received}$

For example, an administrative member of staff, working:

5 days per week

27 days Annual Leave

8 days Bank Holiday

- (1) $39 \times 5 = 195$
- (2) $365.25 / 7 \times 5 = 260.9$
- (3) $195 + 27 + 8 = 230$
- (4) $230 / 260.9 = 88.16\%$

Contact your HR department for further guidance.

4.7 Bank Arrangements – Agreement for Services

Definition

A bank agreement, for the purposes of this document, is defined as:

“A worker who maintains an agreement of services with the Trust, but only works for the Trust during times of deployment”

There is no commitment or obligation on the part of the worker to be available for work either at any specific time, or any guarantee of work or obligation or commitment on the part of the Trust to provide any work.

There is no expectation or obligation to provide work in any one particular location within the Trust. Arrangements regarding shifts to be worked will be in accordance with operational systems within the area of work.

The worker accrues no employment rights during periods of providing services for the Trust.

Working Arrangements

Where applicable, management will advertise for staff to undertake duties operating on the Bank Register.

Should a current employee wish to “transfer” to the Bank Register they must place their request in writing to their Line Manager. This is a re-engagement, with appropriate notice periods, for purposes of continuous employment, pensions and other associated terms and conditions.

Salary Payment

For shifts or days worked, employees will need to complete a timesheet, whereby the manager will approve and send to payroll. Bank work is paid in monthly arrears- i.e payment is made a month after in which the employee works.

4.8 Job Share

Definition

Job sharing involves completing the duties of one job by two or more post holders. The job sharing arrangement is an interdependent one, as the two job holders share the work load, the decision making, problem solving and in some instances, the staff supervision.

Working Arrangements

Job Sharing allows two or more people share the responsibilities of one or more full-time job(s), dividing the hours, duties and pay between them; flexi-time, where employees can choose their own start and finish time around core hours; flexible rostering, using periods of work of differing lengths within an agreed overall period. The hours may be divided on a split day or split week basis, or one sharer may work more than half the total number of hours and the other less. The way the job is divided should be agreed between job-sharers and the manager.

An agreement to work as a job share arrangement will be agreed only if both parts of the job can be fulfilled successfully. If a job share partner wishes to end the arrangement, then the other partner may be offered the remaining hours available for that post. However, the remaining partner may wish to continue the job share arrangement and in this case the vacated job share element will be advertised.

All benefits including holidays etc. will be worked out on a pro-rata basis for each individual doing a job share.

The benefits of job-sharing can include increased flexibility as contracts can require sharers to cover each others' holidays and sickness absence. In addition, the team gets the benefit of two people's experience.

Salary Payment

Each job sharer is paid pro rata i.e. the relevant fulltime salary is split between the job sharers according to the number of hours they work and paid on a monthly basis.

4.9 Flexi Time / TOIL

Definition

Flexi Time refers to the approach to which employees work in terms of their working hours and can change on a frequent basis.

Employees can alter their working hours by commencing work early or finishing later in the day. This allows flexibility to work around the core working hours and flexibility for employees to effectively manage their work and personal commitments. Any arrangements need to be agreed with the line manager in the first instance. Further guidance for flexi time can be found in Appendix 2.

TOIL

Time owed in Lieu (TOIL) is whereby employees work beyond their contractual working hours and accumulate hours, due to high workloads. TOIL can be built up and taken at a later stage. However, discussions and agreement with the manager is needed, as this can impact upon service delivery if TOIL is accrued on a frequent basis. Further guidance can be found in Appendix 2.

Salary Payment

Employees are paid in the normal way throughout monthly payments.

4.10 Flexible Retirement

Definition

Flexible retirement allows employees to decide what age they wish to retire, the length of time an employee takes to retire or the nature and intensity of work in the lead up to final retirement.

Working Arrangements

There are various options available for employees when they wish to flexi-retire, these are;

- Wind down- reducing working hours within their current post whilst still contributing to the pension scheme;
- Step down-stepping down from their current role into less demanding role and still utilising their current experience
- Retire and return to NHS employment-employees can claim their pension benefits and return to the NHS
- Draw Down-employees can claim part of their pension benefits and still continue to work for NHS
- Early retirement reduced buy out

For further information, employees are advised to contact the pension's agency for specialist advice in order to make an informed decision.

5 Principles to be Used in Decision Making

Within all sections of this Policy, the principles that management will follow in making any decision are:

1. the effect of the decision on service provision and patient care;
2. the ability to re-organise workload;
3. the reasonableness of associated costs;
4. the resilience of the staff group (i.e. the decision must not leave an unreasonable level of risk to the Trust, it would be easier to justify a move to part time for a member of a staff group of 50 rather than a staff group of 2)
5. any other aspect not stated above but, where appropriate, covered by the Employment Act 2002 and ACAS guidance;
6. any mitigating personal circumstances.

6 Procedure for Application

To initiate a request for any of the above flexible working options, the employee must complete the proforma (appendix 2) and submit to their Line Manager, stating the following:

- reasons why they are able to request under this policy
- their current pattern of work;
- pattern of work they are requesting and the effective date they wish to commence from
- length of time they wish the pattern to remain extant.
- What potential barriers could there be in the request of change in hours and how they feel this could be resolved

Flexible working should be a mutual arrangement and it is expected that a flexible approach will be taken by both the organisation and the individual as necessary.

The Line Manager will confirm receipt of the request in writing and contact a member of the Human Resource Department. (Appendix 3).

The Line Manager, and where appropriate a member of the HR Team, and the member of staff will meet within 28 days to discuss the request. The member of staff may be accompanied by a recognised Trade Union representative or colleague from the Trust at the meeting.

During the meeting:

- The employee will be invited to outline their request and opportunity to ask any questions;
- Management will ask any questions or clarify any facts regarding the request;
- Management will inform the employee when they can expect a decision.

After the meeting the employee will be issued with a response, in writing, within 7 days, which will include a sufficient explanation with the decision made. If the request is declined, the outcome letter will include objectively justified reasons for this and give a clear, demonstrable reason why this is not practicable.

This outcome will advise the member of staff that, in usual circumstances, they cannot make another request under this policy for a period of 12 months, the details of any review period, and the right of appeal.

Employees need to be aware that should their flexible working request be granted at the time of request, the Trust is able to withdraw this request in order to comply with the demands of the service in line with arrangements for management of change.

All flexible working agreements that are granted should be reviewed on a regular basis to ensure they are still suitable to the individual and the needs of the service.

7 Appeal Mechanism

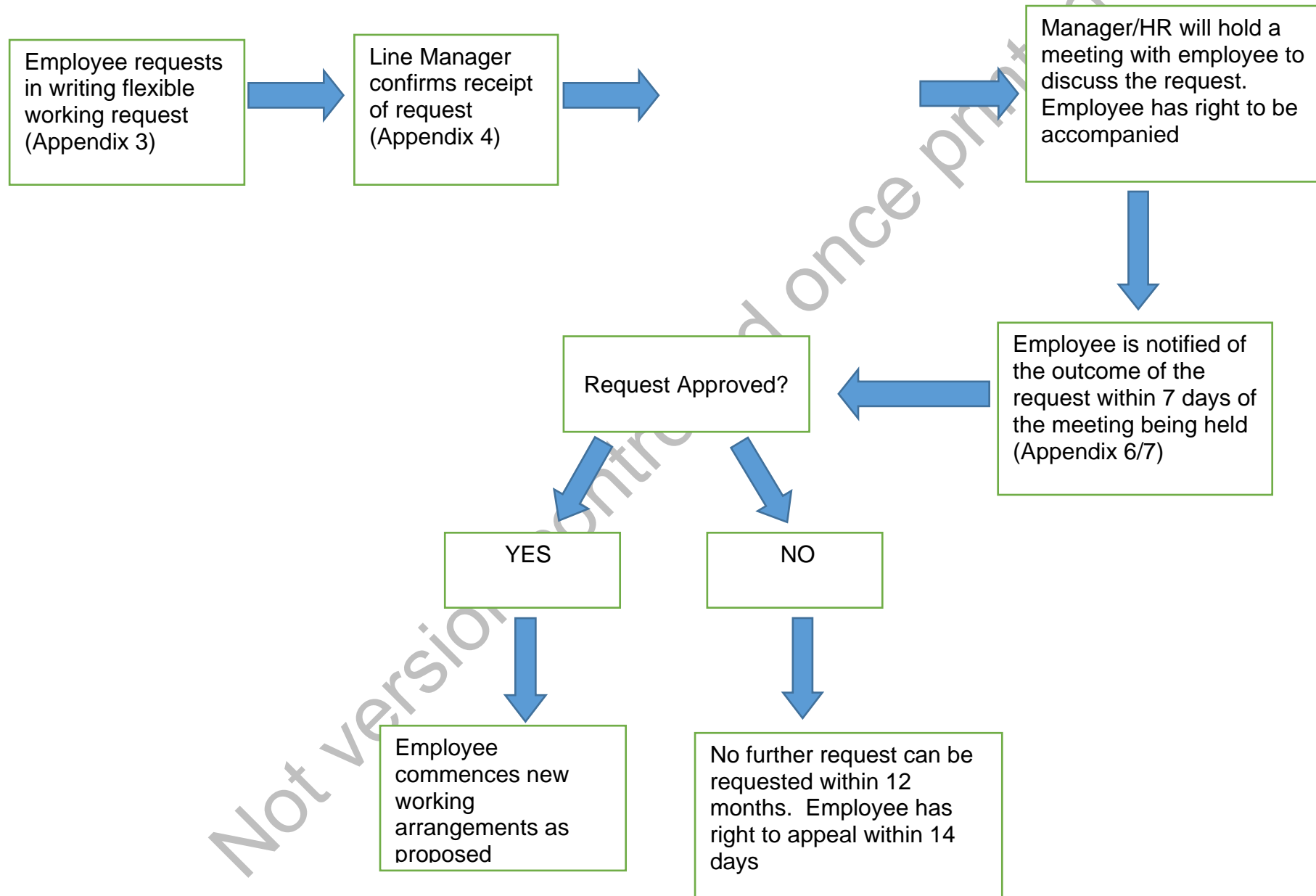
In implementing this Policy, the Trust believes that every decision will be made in the best interests of both the staff and the community it serves.

However, should a member of staff not be content with the outcome of the application of this policy, they can appeal, in writing, to the Director of Workforce and Organisational Development at Trust Headquarters within 14 days of receiving the outcome. The Director of Workforce and Organisational Development will facilitate an appeal chaired by a senior management representative than the manager who made the decision.

8 Monitoring

All records of applications and decisions will be kept on the employees personal file.

Appendix One - Flexible Working Flowchart-Overview



Appendix Two – Guidance Notes

FLEXIBLE WORKING HOURS

GUIDANCE NOTES

1. Basic Principles

- i.* Flexible Working Hours are applicable to all administrative and clerical staff who do not work shift patterns and work during office hours, Monday to Friday.
- ii.* The operation of flexible working hours is by agreement between the member of staff and line manager. However, working flexible hours remains subject to the needs and priorities of the Service.
- iii.* Within the limits of these guidance notes staff may adapt their times of working. It is a scheme whereby staff and managers agree to ensure the effectiveness of their department in a structured manner and to provide staff with flexibility during their hours of work, and to make it easier for staff to arrange working time to suit personal needs
- iii.* Thus, whenever possible, flexible working time should be used to cover planned, foreseeable visits to the doctor or dentist, optician and other routine, non-emergency appointments.

2. Accrued Flexible Working Time (TOIL)

- i.* Staff may carry forward, from one calendar month to the next, credit and debit hours as follows:
 - a)* Credit Hours - to a maximum of 7.5 hours
 - b)* Debit Hours - to a maximum of 4 hours
- ii.* In all normal circumstances, managers should ensure that the above maximum hours are adhered to, unless the manager and the member of staff agree to reduce the hours to within the limits in the following month.
- iii.* In general, staff should work off these balances in flexible time. However, in agreement with the manager, credited hours may be taken in whole or half days, subject to a maximum of one day per fortnight, to be recorded on the departmental annual leave records
- iv.* Each full day off counts as 7 hours 30 minutes, each half-day as 3 hours 45 minutes, including annual leave, unpaid leave and sick days (for a full time member of staff).



Appendix Three – Application for Flexible Working
Private and Confidential
APPLICATION FOR FLEXIBLE WORKING (Part A)
(To be completed by the employee)

Name	
Assignment Number	
Job Title	
Department	
Start date of employment at the Trust	

Current hours/Working Pattern:	
Proposed new pattern of work and effective date:	
Duration of new proposed working pattern:	
Reasons for requesting flexible working (please continue on separate sheet if necessary):	
What is the potential impact on service delivery in the request of change in hours?	
How does the employee propose this could be resolved?	
Employee Signature:	Date:
Print Name:	Job Title:



TO BE COMPLETED BY MANAGER:

Flexible working request approved:	
Date of application:	
Details of flexible working arrangement agreed:	
Date of new flexible working arrangement to commence:	
Details of request refused:	
Manager:	
Date:	

Manager use: COPY TO BE RETAINED ON EMPLOYEE FILE

Request approved a) inform employee in writing and copy to HR
 b) complete staff change form (if applicable)

Request declined – a) inform employee in writing and copy to HR

Appendix Four – Acknowledgement of Request

Acknowledgement of request

Ref:

DATE

NAME
ADDRESS

Dear

RE: FLEXIBLE WORKING REQUEST

I wish to confirm receipt of your flexible working request dated XXXX.

I will liaise with the Human Resources department and make arrangements for us to meet to discuss your request further. I will contact you again to confirm the time, date and venue of the meeting.

If you have any further queries in the meantime, please do not hesitate to contact me.

Yours sincerely

NAME
JOB TITLE

Appendix Five – Confirmation of Meeting Request
Confirmation of meeting request

Ref:

DATE
NAME
ADDRESS

Dear

RE: FLEXIBLE WORKING REQUEST MEETING

I wish to confirm that a meeting has been arranged to discuss your recent request for flexible working. The meeting has been arranged as follows:

TIME:

DATE:

VENUE:

The meeting will be chaired by me and I have requested that a member of the HR department also attends the meeting. You are welcome to be accompanied by a staff side representative or colleague if you so wish, and if so, please make the necessary arrangements.

I look forward to seeing you at the meeting. If you are unable to attend or have any queries prior to this date, please do not hesitate to contact me on telephone number XXXXXX

Yours sincerely

NAME
JOB TITLE

Appendix Six – Outcome Letter (Approved)

Outcome letter- Flexible Working Approved

Ref:

DATE

NAME

ADDRESS

Dear

RE: FLEXIBLE WORKING MEETING OUTCOME

I wish to confirm the details of our recent meeting that was held on INSERT DATE to discuss your request for flexible working. You were accompanied by XXXX and also present was XXXX from the HR department.

You outlined your flexible working request as XXXXXX.....

In response to this, I confirmed XXXXXXXX.....

As such, I wish to confirm that your request has been approved and the changes are XXXX INSERT DETAILS and they will be effective from XXXX INSERT DATEXXXX.

I trust that the above is satisfactory, but should you have any queries, please do not hesitate to contact me.

Yours sincerely

NAME

JOB TITLE

Information:

Human Resources

Appendix Seven – Outcome letter (Declined)

Outcome letter- Flexible Working Declined

Ref:

DATE

NAME

ADDRESS

Dear

RE: FLEXIBLE WORKING MEETING OUTCOME

I wish to confirm the details of our recent meeting that was held on INSERT DATE to discuss your request for flexible working. You were accompanied by XXXX and also present was XXXX from the HR department.

You outlined your flexible working request as XXXXXX.....

In response to this, I confirmed XXXXXXXX.....

As a result, and following lengthy consideration of your request, unfortunately your request is declined. The reason for this is XXXX INSERT CLEAR DEMONSTRABLE REASON(S) WHY REQUEST IS NOT PRACTICABLE.....

I appreciate that this is not the response that you had hoped for, but please be assured that every consideration has been given to your request. In light of this, I must advise you that you cannot make a further request for flexible working within the next 12 months.

You do have the opportunity to appeal against this decision if you wish. Any appeal should be submitted in writing within 14 days of receiving this letter to the Director of Workforce and Organisational Development at the Trust's Regional Headquarters.

Yours sincerely

NAME

JOB TITLE