

# Flexible Working Policy

CPRCCG HR09

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## 1 Introduction

- 1.1. The CCG believes that its staff members are its most valuable asset and is committed to attracting and retaining the very best, and utilising all the talent and experience available within the community. It also appreciates that the UK workforce is becoming increasingly diverse and includes a high percentage of parents and individuals with other caring responsibilities, as well as those whose interests and aspirations impact on their time. It therefore appreciates that the standard Monday to Friday, 9am to 5pm working week is, in many cases, incompatible with increasing demand for a better work- life balance.
- 1.2. The standard working hours are 37.5 per week, which comprises of 9am to 5pm with half hour for a lunch break.
- 1.3. The CCG recognises the importance of helping its employees balance their work and home life by offering flexible working arrangements that enable them to balance their working life with other priorities, including parental and other caring responsibilities, life- long learning, charity work, leisure activities and other interests. In turn it recognises that staffing levels must at all times remain in line with the demands of the business.
- 1.4. This policy aims to set out the ways in which flexible working can increase staff motivation, build better relationships between the organisation and its employees, increase the rate of retention of staff, attract new talent, promote work-life balance and in doing so improve the CCG's efficiency, productivity and competitiveness. It provides a description of the issues involved, taking into account the possible benefits of each kind of flexible working to both employees and the CCG, but also raising possible drawbacks and areas to consider.
- 1.5. The policy considers the following options, but the CCG recognises that there may be alternatives, and that the working pattern that may suit any particular individual could be a unique one involving a combination of options:
  - annualised hours;
  - career breaks;
  - compressed hours;
  - flexitime;
  - flexible retirement;
  - flexible working hours;
  - job-sharing;
  - part-time working;
  - term-time working;
  - voluntary-reduced working time;
  - working from home;
  - self-rostering;
  - secondment.

## 2 Equality Impact Assessment (EIA)

- 2.1 This document has been assessed for equality impact. This policy is applicable to every member of staff employed by the CCG and in applying this policy, the CCG will have due regard for the need to eliminate unlawful discrimination, promote

equality of opportunity, and provide for good relations between people of diverse groups, in particular on the grounds of the following characteristics protected by the Equality Act (2010); age, disability, gender, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, and sexual orientation, in addition to offending background, trade union membership, or any other personal characteristic.

### **3 The Business Need**

- 3.1 Although the CCG is committed to providing the widest possible range of working patterns for its workforce, both management and employees need to be realistic and to recognise that the full range of flexible working options will not be appropriate for all jobs across all areas of the organisation.
- 3.2 Where an instance of flexible working is proposed, the CCG will need to take into account a number of criteria including (but not limited to) the following:
- the cost of the proposed arrangement;
  - the effect of the proposed arrangement on other staff;
  - the level of supervision that the post-holder requires;
  - the structure of the department and staff resources;
  - other issues specific to the individual's department;
  - an analysis of the tasks specific to the role, including their frequency and duration;

### **4 Eligibility**

- 4.1 Although it is recognised that not all of the flexible working patterns considered will be suitable for all sections of the CCG's workforce, there should be no arbitrary barriers. Employees in all areas and levels of the company will be considered for flexible working regardless of their age, sex, sexual orientation, race, or religion or belief, or whether they have a disability, their level of seniority, their current working pattern, or whether they are employed on a permanent or fixed-term basis. However, there is no automatic right for employees to change to any of the flexible working patterns - each application will be considered on the basis of the particular work involved and any detrimental effect the change could have on individual, team or business performance.

### **5 Right to Request Flexible Working**

- 5.1 The right to request flexible working is available to all employees who have a minimum of 26 weeks' continuous service with the CCG.
- 5.2 Before June 2014 the right only applied to the parents of children under 17 or 18 in the case of parents of disabled children or to those caring for an adult. Now any eligible employee can apply to work flexibly for any reason.

### **6 Employee Consultation and Participation**

- 6.1 While some approaches to flexible working practices will involve changes to individual contracts of employment and be relatively easy to implement, the CCG

recognises that others such as flexitime or the imposition of annualised hours will have a greater impact on sections of the workforce as a whole. Before any such working pattern is implemented it is therefore committed to in-depth consultation with employees and their representatives, and recognises that gaining their agreement is likely to have a positive impact on the success of the scheme. The CCG works on the basis that consultation gives all parties the opportunity to raise the issues that are of greatest importance to them and ensures that they are considered from all angles.

- 6.2 Consultation will usually take the form of an employee survey followed by focus groups and a pilot scheme of the new working pattern. The findings of any consultation will be communicated to the workforce, along with any proposed action resulting from the consultation.

## **7 Training and Support**

- 7.1 The CCG recognises that both managers and employees may benefit from training to accustom themselves to working patterns with which they are unfamiliar.
- 7.2 Sufficient time to implement and fine-tune new working practices will always be permitted.

## **8 Application for Flexible Working**

### **Application Procedure**

- 8.1 All requests should be made in writing to managers, using the form attached at Appendix 2- Flexible Working Request Application Form, and they should detail:
- That the request is a statutory request
  - The change requested;
  - The proposed date for the change;
  - The effect of the change on the department and service and how these may be considered or implemented;
  - Any previous requests made.
- 8.2 When completing the form you should:
- Consider the implications of your proposal to your personal circumstances, salary, holidays, pension etc.;
  - Set out your proposals clearly and objectively;
  - Consider the impact on your colleagues;
  - Consider the impact on the service provided by your work area;
  - Can your job be efficiently carried out within the new working pattern?
  - Consider if there any health & safety implications from the proposal?
  - Set out the benefits and any drawbacks to your proposal;
  - Do you require any training or support to make the proposal work;
  - Be prepared to discuss the issue objectively and consider alternatives if necessary;
  - Consider a trial period to allow time for you to adjust to the new way of working and the impact of the change to be monitored;

- Don't be afraid to speak up if the new arrangement is not working as you had hoped.
- 8.3 Following a receipt of a flexible working request, the manager will arrange a meeting to discuss the issue within 28 days. Employees may be accompanied at the meeting by a Union Representative, colleague or friend employed by the CCG.
- 8.4 If the manager is supportive of the application, it will then be taken to the Flexible Working Decision Panel who will review the case and make the final decision as to whether the CCG approve or decline the proposal. The panel will consist of:
- HR Representative
  - Executive Director
  - Any Lay Member
- 8.5 The CCG will view the misrepresentation of any circumstances relating to the Flexible Working Policy with the utmost. Any abuse of this policy will be pursued by the CCG and may lead to disciplinary action in line with the CCG's Disciplinary policy.

## Timeframes

- 8.5 Wherever possible, any requests for flexible working should be considered within the following timeframes:
- Within 28 days of receiving the application a manager to meet with the employee to discuss the request;
  - Within 28 days the Flexible Working Decision Panel should meet to approve/decline the application
  - Within 14 days of this meeting the manager should confirm the decision, in writing, to the employee. (Managers must seek advice on the letter from HR) ;
  - If the proposal is declined there is an appeal process and this should be submitted within 14 (fourteen) working days of the decision being communicated in writing;
  - Employees can only make one request in every 12 month period.
  - Any extensions to the above timeframes must be mutually agreed between the manager and employee and confirmed in writing.

## Decision

- 8.6 Decisions must be confirmed to the employee in writing.
- 8.7 In case the application is declined by the CCG, the employee can appeal.

## Appeals Process

- 8.8 Appeals should be in writing and the following process should be followed:
- The appeal should be submitted to the next appropriate manager within 14 (fourteen) working days of the decision being communicated in writing;
  - The grounds for the appeal must be clearly stated and copies of the original Flexible Working Request Application Form, the letter outlining the reasons for declining the request, and any additional supporting information should be included;
  - The appeal hearing should be held within 14 (fourteen) working days of receipt of the appeal;

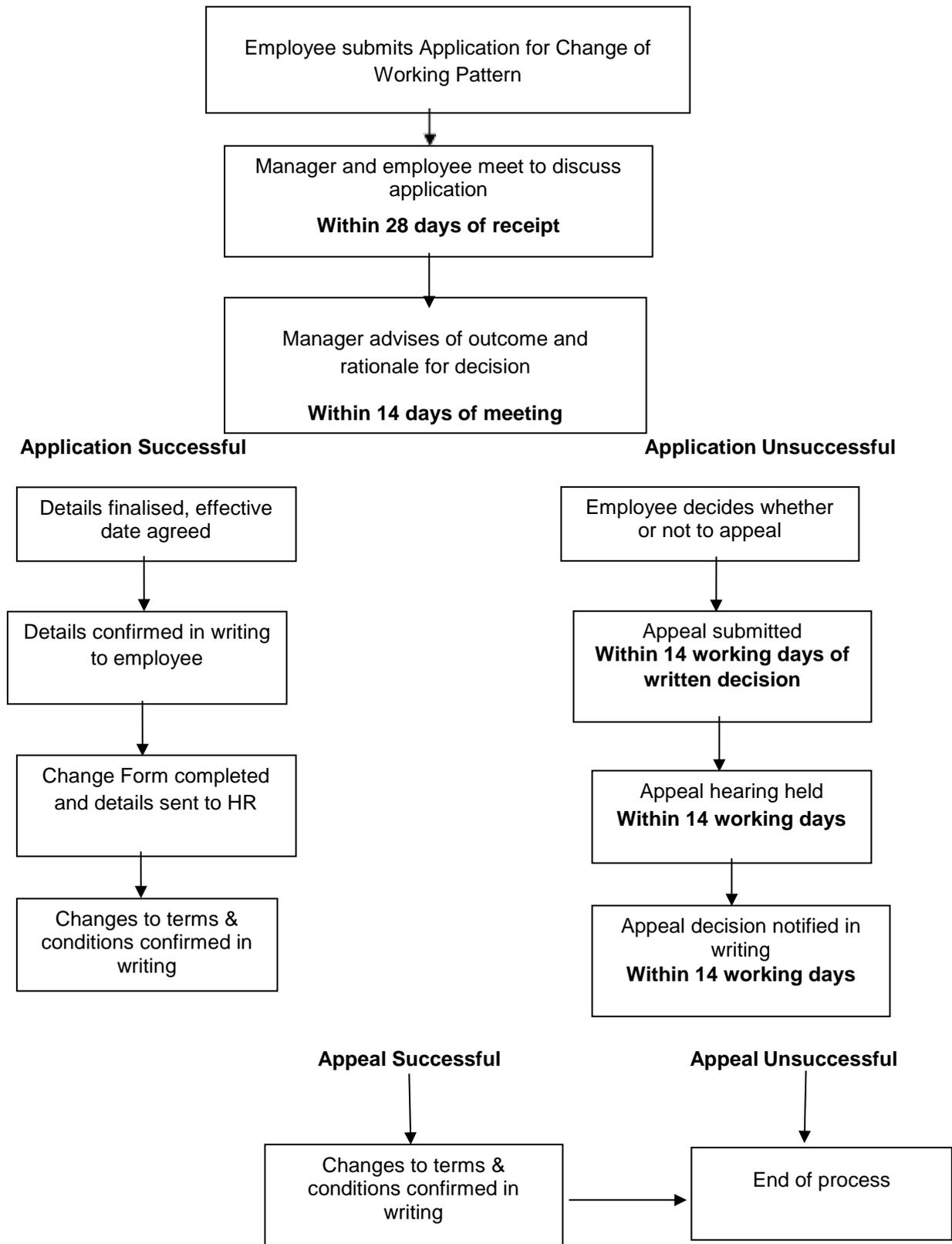
- The appeal hearing will be chaired by the relevant manager and appeal decision will be made by the Accountable Officer.
- The appeal outcome should be communicated in writing within 14 (fourteen) working days of the hearing and set out the reasons for the decision to uphold or dismiss the appeal;
- All decisions are final and the matter will then be regarded as closed;
- Employees may be accompanied to an appeal hearing by a Union Representative, colleague or friend employed by the CCG;
- Any outstanding issues regarding flexible working can be raised, if appropriate, using the Grievance Procedure as set out in the Grievance Policy;

### Withdrawing an Application

- 8.9 A request to work flexibly can be withdrawn at any time before it has been accepted and any new terms and conditions agreed and put in place.
- 8.10 If an employee fails to attend more than one meeting arranged to discuss the request and does not provide a reasonable explanation, the employer may assume that the application has been withdrawn.
- 8.11 The CCG may also treat an application as withdrawn if the employee does not provide the required information.

## 9 Appendices

### Appendix 1 Process Flowchart



## Appendix 2 Flexible Working Request Application Form.

Name:								
Job Title:								
Manager:								
Location								
Date of Request:								
Payroll No.								

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

- I have worked continuously as an employee of the CCG 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:

Outline the hours and days **currently** worked per week:

Days	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Hours							

**Describe the working pattern which you would like to work in the future:**

**Please state when you would like this change to take an effect from:**

**If this is a temporary change please state the period of time you expect the change to be effective for:**

**Rationale**

Describe how you will maintain your level of contribution in this role if you change to the requested working pattern.

**Impact of the new working pattern** on yourself, colleagues and department, including possible problems and how to overcome them

**I understand that if this change to my working pattern is agreed as a permanent change, then it will change** my terms and conditions of employment and I have no right in law to revert back to my previous working pattern.

**Signed:** ..... **Date:** .....

## Appendix 3 Record of Management Decision

Manager Name	
Job Title	
Location	

Date Form Received		Date Meeting arranged to discuss request*	
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\*(to be no later than 28 days following receipt)

### Outcome of the Request

Approved	YES	NO
Declined	YES	NO

**Please note, if the decision is to reject the application, then it must be for one or more of the statutory reasons below:**

- extra costs that will damage the business
- the work can't be reorganised among other staff
- people can't be recruited to do the work
- flexible working will affect quality and performance
- the business won't be able to meet customer demand
- there's a lack of work to do during the proposed working times
- the business is planning changes to the workforce

### Rationale for decision:

**Managers must speak with HR to ensure that the formal written communication outlining the decision complies with legal obligations. This**

**includes if the change is agreed as this will be a formal change to the contract of employment and must be reviewed and approved by HR.**

**Signed:** ..... **Date:**.....

**Letter sent to employee (date) .....**

One copy of this form to be retained

One copy sent to HR with the completed Change of Employment Form

## Appendix 4 Appeal Form

Employee's Details:

Full Name:	
Job Title	
Department	
Date of appeal:	

Name of Manager to hear the Appeal:

Manager Name:	
Job Title	
Department	

The grounds for my appeal are as follows:

I wish to appeal against the decision to decline my flexible working application. I attach a copy of the completed Flexible Working Request Application Form and the letter confirming the decision.

**Signed:**..... **Date** .....

## Appendix 5 Examples of Flexible Working Practices

### Annualised Hours

Annualised hours is a scheme whereby employees agree to working the agreed number of annual hours in a pattern to suit the supply and demands of the area of work to cover seasonal pressures. Hours can be scheduled to be worked:

- At regular set times each week or month;
- At set times each week at certain times of the year;
- Only at certain times of the year.

So the majority of hours are worked at agreed times, with the rest proportioned across the year.

### Terms

The following terms will apply to any annualised hours contracts issued:

- Contracts to be reviewed annually;
- Annual number of hours to be agreed at the beginning of the yearly period;
- Pattern of hours to be agreed at the beginning of the yearly period;
- 12 hours maximum working day in any shift;
- No more than 6 hours to be worked without a break;
- The working week and rest breaks should comply with the Working Time Regulations, details of which can be found from ACAS by following this link [ACAS Working Time Regulations](#)
- Salary will be paid in 12 equal payments, irrespective of hours worked in any one month;
- Holidays, including public holidays, will be calculated in hours and pro-rated to the overall number of hours required to be worked for the year;
- Any additional hours worked over and above the annual requirement will be paid at the end of the yearly period, subject to relevant managerial authorisation;
- Payment for any hours not worked will be deducted at the end of the yearly period, subject to relevant managerial authorisation;
- If the individual leaves mid-year, the salary will be re-calculated to reflect hours actually worked, any overpayment will be recovered and any additional hours worked will be paid.
- Comprehensive, accurate timesheets to be maintained;
- Managers to authorise any amendments to agreed working pattern.
- Whilst this can be a very flexible way of working, due to the nature of the work and the fact that there are few differences in seasonal demands, it is not anticipated that many requests will be received for this flexible working pattern.

## Career Break

Career breaks are designed to allow a break from work for a designated period of time to allow employees time, for example, to bring up their family or undertake a period of full time study.

Time away from work will be unpaid and can be for periods between 6 months to 2 years, with an agreed commitment, where this is practical, to return for a number of minimum activities, training or work to maintain skills and abilities and keep up to date with professional qualifications or developments in their professional role.

Career breaks are available to all employees, who fulfil the following criteria:

- 1 years' service where the break is for caring for a family member or family related;
- 2 years' service where the break is for other reasons, e.g. travel or study;
- Have an at least satisfactory performance, disciplinary and attendance record;
- Any loans or debts to the CCG must be paid up prior to commencement of the Career Break.

All cases will be considered on their individual merits and there must be an intention to return to the CCG at the end of the agreed break, although no guarantees are given for the employee to return to the exact role undertaken prior to commencing the break.

The following should be considered when contemplating any request for a career break:

- The Contract of Employment is suspended for the time away, and is counted as a break in service and will be considered as such for pension and any other service-related benefits. Service either side of the career break will be aggregated for the purposes of calculating service-related benefits, e.g. holiday entitlement. Service for any purpose will not be accrued during the break.
- During any period of career break the employee will receive no salary or benefits, except for any time spent at work for maintaining professional development or any requirement to attend training courses etc. This time will be paid at the rate appropriate to the role prior to commencing the break.
- Pension contributions will cease during the Career Break, it may be possible, however, to buy added years upon return, if required.

### Terms

- Breaks will normally be in one continuous block.
- The length of break should be agreed prior to the commencement of the break.
- A minimum period of 5 (five) working days per annum for training, professional updates, etc. should be agreed at the start of the break and must fulfil any requirements of the relevant professional body and need for mandatory training.
- Payment for any periods of training will be paid in one block at the end of the agreed total time.
- The employee is responsible for ensuring they fulfil all the necessary criteria to maintain professional competence.
- Managers should ensure any employee receives communications and updates from the CCG on a regular basis to maintain knowledge and ensure the employee is not disadvantaged in any way with regard to re-structures etc.
- No alternative employment can be carried out during a period of career break, unless

previously agreed or is connected to the reason for the career break i.e. work experience as part of a course of study and this should be agreed at the outset.

- A minimum one month's notice of intention to return from the Career Break must be given in writing, where this is the date agreed at the start of the break.
- A minimum 3 months' notice of intention to return from the Career Break must be given in writing, where the date is different to that agreed.
- The CCG will make every effort to re-employ the employee into the same, or a broadly similar, role to that carried out prior to the break, however, this is not guaranteed.
- Where a suitable role is not available the manager and employee can agree:
  - A return to an alternative role at a different level or in a different area;
  - A temporary role, prior to a suitable role becoming available;
  - An extension of the career break.
- Employees will not be given priority over other suitably qualified or experienced internal candidates against any vacancies considered suitable on your return from career break but may be considered ahead of any external candidate.
- If a suitable role is offered to an employee returning from career break and this is unreasonably refused no further roles will be offered and the contract of employment may be terminated.
- The employee should return to work on the same hours and working pattern as that carried out prior to the break, unless agreed differently with the relevant manager upon return from the career break.
- Upon return employees will receive written confirmation of the terms and conditions of employment applicable to them.

### Compressed Working Week

Compressed working weeks mean allocating normal weekly hours into fewer working days, e.g. working , 4 X 9.25 hours. (sometimes employees may work a compressed fortnight, working 9 days instead of 10). Some of the benefits include:

- Longer weekends and increased leisure opportunities for staff;
- Possible extended opening hours for a particular service;
- 'Unsocial' hours can be covered.

The following should be taken into account when considering any requests for compressed working weeks:

- Longer working days can cause fatigue.
- Can employees adjust to the working pattern?
- Can the needs of the service be met and delivered to standard?
- Will the working pattern allow for cover of sickness and holidays of colleagues?
- Ensure health and safety is not compromised e.g.:
  - what is the travelling time of the individual?
  - will this cause a possible risk of tiredness?
  - ensure work breaks are in line with the Working Time Regulations.

## Terms

The following terms will apply to any Compressed Working Week contracts issued:

- Contracts to be reviewed annually;
- A risk assessment should be carried out to ensure the work is suitable for the proposed pattern, for instance:
  - is the work heavy and demanding?
  - will this impact on the health, safety and welfare of employees and patients?
- Implement an initial trial period, of a minimum 3 months, to monitor effectiveness;
- The pattern of hours/days to be agreed at the beginning of the period;
- 12 hours maximum working day in any shift;
- No more than 6 hours to be worked without a break;
- Rest breaks should comply with Working Time Regulations e.g. 11 hour break in every 24 hour period. More information on Working Time Regulations and work breaks can be found at the following link: [ACAS Working Time Regulations](#)
- Salary will be paid in 12 equal payments, irrespective of hours worked in any one month;
- Holidays, including public holidays, will be calculated in hours and pro-rated to the overall number of hours to be worked;
- Flexibility is required to attend training courses, meetings etc. where these may fall outside the normal working hours.

## Flexitime

Flexitime allows employees to vary how they actually work their contracted hours, around core hours or minimum hours over a set period, in agreement with their managers. This allows employees to work longer at certain times and shorter at others, to meet the needs of the service and allow for meeting commitments outside of work, e.g. dropping children off at school or attending meetings or appointments.

Flexitime splits the day into two parts:

- Core time which would be between;
  - 10 a.m. and 12.00 p.m.
  - 2.00 p.m. and 4.00 p.m.
- Flexible time which would be between;
  - 7.30 a.m. and 10 a.m.
  - 4.00 p.m. and 6 p.m.

Other flexible time core band times can be agreed locally to suit the needs of the service where required.

These times may be different for any part-time employees who are eligible to work flex-time, based on the actual hours and pattern worked.

Some of the benefits to the individual include:

- varying start and finish times to suit travel arrangements or commitments outside work;
- building up a debit or credit of hours to be taken at other times or as additional time off;
- working longer when work demands are high and less when lower;
- choosing to work at times when there are fewer interruptions.

Some of the benefits to the CCG include:

- Allows employees to use any credit hours to start work later when there is a need rather than possibly taking a day off;
  - Allows for extended opening hours;
  - Allows for staffing levels to match peaks and troughs in work levels;
  - A reduction in the amount of overtime worked.
- The following should be taken into account when considering implementing flexitime in any area of work:
- Ideally the scheme should apply to all employees in the department, unless current working patterns preclude any benefits to either a particular individual or CCG;
  - Flexitime will operate on a pro-rata basis for part time employees, to reflect the hours and pattern worked;
  - Essential working times should be covered with sufficient resources;
  - The nature of the work should be suitable for employees to carry out their duties, perhaps unsupervised, at times when there may be few or no other people around and contacts outside the department may not be available by telephone;
  - a robust time-recording system should be in place;
  - Late starts and early finishes should be carefully managed across the team to prevent unfairness and favouritism;
  - Time off in lieu should be carefully managed – for example - not everyone can leave at 4.00 p.m. on a Friday or take Friday as time owing;
  - Time off in lieu should be taken within the period specified, or lost, and needs to be managed within the department;
  - If workloads don't justify extra hours being worked for a specific period then a standard working day should be requested of employees;
  - Additional hours should be agreed in advance and should be based on work levels within the department at the time – it is not the intention of the scheme to allow employees to build up unnecessary additional hours to increase time away from work;
  - Disciplinary action should be taken against any employee abusing the system or falsifying timesheets.

## Terms

- Salary will be paid in 12 equal instalments, regardless of actual hours worked in any particular month.
- Accurate hours recording should be maintained, rounded to the nearest 5 minutes.
- Timesheets should be completed over a 4 (four) week period and should be checked by managers at weekly.
- A minimum 30 minutes lunch break must be taken by all employees. If this is not possible during the allocated lunch period, it should be agreed with managers to be taken outside of this period (but not at the end or beginning of a shift and before 6 hours has been worked. The maximum lunch break allowed is 2 hours.
- Ordinarily lunch breaks should be taken between 12 p.m. and 2 p.m. Any exceptions to this to be agreed with managers in advance.

- Employees working less than full time hours (37.5) can take advantage of flexitime, pro-rated based on their normal hours of work. Core time may be individually calculated to suit the needs of both the employee and the department.
- Credit or Debit hours will be calculated using a standard 7.5 hours working day (pro-rated for part timers).
- Credit hours can be taken as time off during the month as:
  - 1 working day (7.5 hours or working day for those working less than full time);
  - 0.5 working days (4 hours). Depending on the actual hours for those employees working less than full-time this may not be practical;
  - 2 x half days;
  - varying start and finish times or taking longer lunch breaks.
- No more than the equivalent of 1 working day's leave is allowed per month using credit hours.
- Flex leave should be requested and authorised at least 1 week in advance and will only be granted if business needs allow. Managers should verify the time requested.
- Flex days should be recorded and authorised separately on the usual holiday sheets in operation.
- Any requests for annual leave will take priority over requests for flex leave.
- A minimum 3 hours should be worked where a half days leave is requested.
- No more than 10 credit hours can be carried forward from one month to the next. Any hours in excess of this will be lost.
- No more than 8 debit hours can be carried forward from one month to the next.
- Debit hours cannot be carried forward indefinitely. Employees must aim to make these hours up within 1 month of being accrued.
- Any accrued flex time should be taken prior to employees leaving the CCG for any reason (including maternity leave). No payment will be made for any outstanding flex leave not taken. A deduction will be made from final salary for any debit hours outstanding at the time of leaving.
- Time should be deducted for any authorised breaks away from the workplace e.g. tea breaks.
- Where appointments for doctor, dentist, hospital etc. cannot be made outside of working hours the time away should not be deducted, however, wherever possible the time should be made up – please refer to the Special Leave Policy.
- A standard working day should be recorded for study days, training courses or whole day meetings etc. If the meetings overrun the standard working day or are shorter, but where the time left does not warrant coming back to the workbase they should still be recorded as a standard working day.
- If you are required to work away from your normal place of work a standard working day should be recorded, irrespective of start and finish times because of travel.
- If time off in lieu is given for any additional time worked outside the extended day of 8.00 a.m. to 6 p.m. this should be agreed separately with your manager and not recorded on the flexitime form.

### Flexible Retirement

Flexible or Phased Retirement is a scheme whereby employees reaching retirement age can vary or reduce their hours, without affecting their pension. This allows the CCG to retain the skills and knowledge of experienced employees and allows the employee to maintain their skills, whilst improving their work/life balance. There are three choices available:

### Winding Down

Employees can agree with their managers that they work fewer days or fewer hours, whilst remaining in their current job. Although salary will be adjusted to reflect the different working

pattern pension is calculated on whole time equivalent salary and will not therefore be reduced, however, pensionable service will be re-calculated on a pro-rata basis.

### Stepping Down

Employees can agree with their managers that they step down into a less demanding job, on the grade and salary applicable to that lesser role. Any pension entitlement accrued to the date of transfer would be frozen but kept up to date with any cost of living increases awarded. A second pension would then be started for the lesser role. When retiring the employee would receive both pensions added together.

### Retiring and Returning

Employees who reach retirement age can agree with their managers that they will retire as usual and return to work, either in a temporary capacity to relieve peak workloads or busy times, or for an agreed term. Employees can receive the lump sum element of their pension if desired and start to receive their monthly pension payments.

If an employee is under 60 any pension received, together with salary should not exceed the pre-retirement pay. For employees over 60 any salary will not affect the pension received.

Any employee wishing to return to work beyond normal retirement date would be subject to Occupational Health clearance that they are fit and able to perform the duties required of them.

During the first month following retirement the Pension Scheme rules restrict the time allowed to be worked during the first month to 16 hours per week.

Employees should also contact the NHS Pensions Agency for pension forecasts and the process to follow. The website [www.nhspa.gov.uk](http://www.nhspa.gov.uk) has further information.

### Voluntary Early Retirement

Employees who wish to retire early should provide at least 3 months' notice. Managers should complete a Leavers Form which can be obtained from HR; the reason for leaving should be entered as 'Voluntary Early Retirement'.

Before the request can be confirmed payroll have to confirm the pension amount and ensure that this exceeds the GMP (Guaranteed Minimum Pension) element. This is a statutory requirement. Where the proposed pension is below this figure the employee will not be allowed to take voluntary early retirement. Payroll or the Pensions Agency should be able to provide further details of the earliest possible date for retirement, based on the individual's details.

Where the estimated pension exceeds the GMP the actual date of retirement can be confirmed and the leaver processed in the usual way.

### Flexible Working Hours

Employees can agree with their managers that they vary the normal working hours to suit their needs.

Employees will continue to work existing contracted hours and days in a different manner, .g. working from 8 a.m. to 4.00 p.m. or 10.00 a.m. to 6:00 p.m. on some days instead of the standard 9:00 a.m. to 5.00 p.m. or relevant shift pattern

This arrangement can be either on a temporary or permanent basis, depending on the needs

of the department and employee.

These changes may allow the department to extend the service they provide, whilst providing an improved work/life balance for the employee(s) concerned.

#### Terms

- Hours of work should be agreed with the manager in advance.
- The duration for the change should be agreed.
- Any periods of less than 3 months can be agreed between the manager and employee and confirmed in writing by the manager.
- The needs of the service must continue to be met.
- Where the hours requested are outside the normal hours of work for the department, a risk assessment should be carried out to ensure there are no health & safety issues.
- Flexibility is required to attend training courses, meetings etc. where these may fall outside the new, normal working hours.

### Home Working

This arrangement can be either on a temporary or permanent basis, depending on the needs of the department and employee.

There may be occasions when employees may be required to work from home, either at their own request or at the request of their manager.

This would normally be an arrangement for an agreed period of time or to meet a particular need.

The following should be taken into account when considering this option:

- Is the nature and type of work suitable for carrying out remotely?
- Is any special equipment required that would be difficult to transport or use at home?
- Will confidentiality be maintained where relevant?
- Is the employee able to work alone without support available?

#### Terms

- The home working should be agreed with the manager in advance.
- A standard working day or shift should be recorded on any timesheets.
- Any equipment required e.g. laptop computer, should be provided by the CCG, wherever possible.
- If an employee uses their own equipment they are responsible for that equipment and no claims for damage or repair will be met by the CCG in the event of any problems arising from the home working.
- The employee should be contactable for the period of home working.
- The employee is responsible for ensuring they work in a safe environment and a workstation assessment should be carried out on the home workstation. Details of this can be found in the CCG's Health and Safety Manual.
- The employee is responsible for maintaining confidentiality and data protection of any documentation or systems used whilst working at home.
- Flexibility is required to attend training courses, meetings etc. where these may fall outside the normal working hours.

## Job Share

Job share is a form of part-time working between two employees who share one full-time job and work to the same job description. It differs from part-time working as the job-sharers agree to share accountability for the whole job, sharing holiday cover and cover for other absence where practical and possible. It requires good communication and team working between the two employees to ensure all aspects of the job are carried out to the standards required.

### Terms

- Job sharing opportunities should be advertised in the normal way, even if a possible 'partner' has been identified for the post. The words "suitable for job sharing" should be included in the advert.
- If a suitable job share partner cannot be found then the employee requesting this form of flexible working should either remain in their current post or be considered for part time working in the normal way, if this is appropriate.
- The actual hours worked by both parties should be agreed between themselves and their manager but the total hours should not exceed one whole time equivalent. The actual split in working hours should be such that if part of the job becomes a vacancy this will be sufficient hours to attract a new 'partner'.
- Each job share partner will receive an individual contract.
- Salary and terms and conditions will be pro-rata to the actual hours worked and level of experience. It is possible that the two employees may be on different rates of pay, based on previous experience or service etc.
- Holiday entitlement will be calculated in hours and pro-rata to the actual hours worked.
- Some form of hand-over period should be incorporated into the working arrangement.
- Statutory holidays should be shared between the two (or more) job holders, pro-rata to the actual hours worked. Where statutory holidays always fall within one particular job sharers working week this may involve a variation to the normal working hours to allow statutory holidays to be shared equally.
- Cover for holidays should be agreed between the two employees.
- Wherever possible extra hours should be worked to cover for absence, where this is practical. The manager should agree with the employee whether extra hours worked should be paid or time off in lieu given.
- If one job share partner wishes to end the arrangement the remaining partner should be offered the additional hours prior to the post being advertised. If a new partner cannot be found the existing job holder will revert to normal part time working, if appropriate, or redeployment considered.
- Flexibility from both employees is required to attend training courses, meetings etc. where these may fall outside their normal working hours.

## Part Time Working

Part time working is where an employee is contracted to work fewer than the normal full time hours, currently 37.5 hours per week.

Part time working should be available at all levels and in all areas of the CCG, regardless of length of service.

The following should be taken into account when considering any requests for part time working: Can the needs of the service be met and delivered to standard?

- Will the working pattern allow for cover of sickness and holidays of colleagues?
- How will the remainder of the hours be covered?
- Does the proposed working pattern fit in with the rest of the team?
- Can the job duties be performed in the proposed hours?

### Terms

- The actual hours and pattern of work should be agreed at the beginning of the contract.
- Salary and benefits will be pro-rata to the hours worked.
- Holiday entitlement, including public holidays, will be calculated in hours, pro-rata to the hours worked and re-calculated for the relevant holiday year where appropriate.
- Any necessary hand over periods should be incorporated into the working pattern.
- Additional hours must be agreed in advance.
- Additional hours worked up to 37.5 per week will be paid at normal hourly rate.
- Additional hours worked over 37.5 per week will be paid at the appropriate rate or given as time off in lieu, as agreed with the manager prior to the hours being worked.
- Opportunities for development, promotion and participation in team events should be available as for full time employees.
- Flexibility is required to attend training courses, meetings etc. where these may fall outside the normal working hours.

## Reduced or Extended Working Hours

There may be a need to either extend or reduce working hours, either on a temporary basis or permanently.

Managers can agree an increase or decrease in working hours for a specified time period to cover a particular need, either of the employee or the department.

Temporary arrangements should normally be for a period of between 1 and 6 months, with an overall maximum of 12 months, at the end of which the employee should return to their normal hours and pattern of work.

- Hours should not normally be extended beyond the current full time hours of 37.5 per week. Any increases in hours should comply with the Working Time Regulations, more detail about this can be found on the ACAS website by following the link [ACAS Working Time Regulations](#)

## Terms

- The pattern and hours of working should be agreed between the manager and employee at the beginning of the period e.g. work a shorter day; take a half day off a week; take off regular short blocks of time.
- Holiday entitlement should be re-worked for the duration of the change.
- Where hours are extended, rest breaks should comply with the Working Time Regulations.
- Salary and any pay-related benefits will be adjusted to reflect the change.
- The needs of the service should continue to be met.
- Where hours are extended and are outside the normal worked for the department a risk assessment should be carried out to ensure there are no health & safety issues.
- Flexibility is required to attend training courses, meetings etc. where these may fall outside the normal working hours.
- If required, the hours can be made up within the department by rescheduling the work amongst colleagues; offering additional hours to another employee or offering a secondment or development opportunity to an employee.

## Self Rostering

Self Rostering is a means of the team agreeing the staffing levels and skill mix required at any time of day or for a particular shift. The scheme works best with large teams and is suitable for round-the-clock shift patterns. This allows the employees to schedule the working day to meet their commitments and responsibilities, whilst fulfilling the needs of the service

The following should be taken into account when considering any requests for the introduction of self rostering:

- Can the needs of the service be met and delivered to standard?
- Will there be any detrimental effect on the quality of care delivered?
- Will it assist with any retention issues?
- Will it reduce the levels of absence?
- Will it reduce the need for bank and agency staff?
- Will it be implemented fairly and consistently?
- Is there sufficient skill mix within the existing team to enable self rostering to work?

The benefits of this team based approach include:

- A greater feeling of control and buy-in from the employees concerned;
- Develops team spirit and encourages more commitment from the team;
- Patterns of work to meet individual needs at particular times;
- Ability to link start and finish times to personal needs;
- Less pressure on the manager to allocate shifts;
- Can diffuse conflict and tensions over shift allocation;
- Can improve recruitment and retention;
- Allows for better skill mix and staffing levels to meet delivery of care;
- Different ways of working which may extend the opening hours of a service.

## Terms

- Minimum and Maximum staffing levels should be agreed for each hour of the day.
- Skill and band/seniority mix should be agreed and maintained to ensure safe practices.
- Staff put forward the times they would like to work and times they would like to be away from work.
- The information is then compiled into shift patterns that match individual preferences as closely as possible whilst maintaining agreed levels of cover.
- Time limits should be agreed to staff to advise of their preferences.
- Not all preferences are guaranteed to be incorporated.
- As an alternative the manager can publish the shifts and numbers required and staff can offer their availability.
- Where there are too few or too many people requesting the same time the team should negotiate amongst themselves to provide the necessary cover, alternatively the manager could redistribute the hours fairly to meet the demands and needs of the service.
- The needs of the service should continue to be met.
- Hours should be recorded on relevant time sheets.
- Limits should be agreed for time owing/owed for each member of the team.
- Time should be allowed for handovers.
- The system should be fair to all relevant employees.
- Limits should be set for how much time owed or owing to staff can be accrued and should be published.
- A minimum trial period of 3 months should be worked to provide time for staff to adjust and for all to assess the benefits.

## Secondment

Secondments provide opportunities for development and may cover for short-term staffing needs.

Secondment opportunities are advertised in the same way as vacancies and individuals can apply in the normal way.

### Terms

- The actual terms of the secondment should be agreed in advance.
- The terms of the secondment should be confirmed in writing, including the duration, duties and terms and conditions to apply.
- The individual should return to their original post at the end of the secondment, unless an alternative has been agreed with all parties concerned.

## Term Time Working

Term time working is a working pattern that can accommodate employees who have a need to care for children.

Annual leave is only permitted during school holidays and individuals work 38 or 39 weeks of the year. There is scope for employees to work more or less than this if required.

### Terms

- Contracts to be reviewed annually.
- The actual hours and pattern of work should be agreed at the beginning of the

contract.

- Salary and benefits will be pro-rata to the hours worked and based on the average weekly hours calculated as in the example below.
- Salary is paid in 12 monthly instalments.
- Holiday pay is incorporated into the monthly salary.
- Holiday entitlement, including public holidays, will be calculated in hours, pro-rata to the hours worked and re-calculated for the relevant holiday year where appropriate.
- Actual dates of working will be agreed at the beginning of each school year (September).
- Any additional time off required during term time will be unpaid leave and should be kept to a minimum.
- “Non-pupil” days will be considered to be a normal working day and the employee should report for duty, unless the manager has agreed in advance that this will be an unpaid days leave.
- When an employee attains 5 or 10 years’ service and qualifies for additional holiday the entitlement should be re-calculated. A change form should be completed to notify payroll of the amendment so the correct salary will be paid.

The formula for working out annual salary and holiday entitlement is as follows:

Actual no. weeks per annum used by payroll to allow for leap years	52.143
Hours of Work (per week)	20
Term Time weeks per year	39
Total NHS Service	2 years
Full Time A/L entitlement (weeks)	27 days / 5 days = 5.4 weeks
Pro rata A/L weeks' entitlement to payroll year	52.143 weeks – 5.4 weeks = 46.74 weeks
Pro rata A/L Entitlement (weeks)	5.4 weeks / 46.74 weeks x 39 (term time weeks) = 4.51 weeks
Weeks paid for in year	39 + 4.51 = 43.51
Total hours paid for in year	43.51 x 20 = 870
Average weekly hours paid for	870 / 52.143 = 16.69
Pro-rata term time salary:	£full time salary x weekly hours (20) / 37.5 = £pro rata for full year
	£pro-rata x 43.51 / 52.143 = £term time annual salary

**TIMESHEET**

	<b>Hours Worked</b>				
<b>Week Commencing:</b>	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>