



Bedfordshire Hospitals

CORPORATE AND CLINICAL POLICIES

Policy Clinical Policy

Policy Document Title: **Flexible Working Policy**

This document is relevant for staff at:	Luton Hospital site	Bedford Hospital site	Both Hospital sites X
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Policy Developed in Consultation with:
Consultation with staff side representatives

Is this policy document new or revised / or has minor amendments?

Reason for amendments: Please highlight all amendments in your document.

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Target Audience/Scope:

All Trust employees
This policy does not apply to bank, agency or NHS P workers

Associated Trust Documents:

Agile Working Policy
Managing Employee Sickness Absence
Paid and Unpaid Leave Policy
Maternity Leave Policy Home Working Policy Rostering Policy

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Chair /Chief Executive Signature:	D Carter, CEO
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1. Introduction

- 1.1 The Trust recognises the importance of flexible working for its staff. Flexible working policies are a cornerstone for achieving work-life balance within the NHS. This policy sets out a range of flexible working patterns to its employees. The Trust will explore all options for flexible working whilst balancing business and service needs.
- 1.2 Our policies aim to attract, develop and retain our valued high quality staff, enabling them to reach and use their full potential, and to promote equality of opportunity in all areas of employment and development. At the same time, we must always ensure our service needs and financial accountabilities are met.
- 1.3 Achieving the best balance between home and work is not always easy, and family commitments often mean that our highly skilled and competent employees are not able to continue with their careers. Not only does this mean the loss of a valuable colleague's contribution, but we also have to recruit and train new staff which is a considerable drain on resources. Of particular concern is the impact this has on our ability to provide the excellence in patient care to which we are committed.
- 1.4 At Bedfordshire Hospitals NHS Foundation Trust we want to enable our staff to balance personal interests, family and work more effectively. We also believe that our ability to attract high calibre staff will be enhanced by the fact that we can offer terms and conditions of employment best suited to individual circumstances and priorities.
- 1.5 These guidelines have been designed to provide details of employees' legal rights, the implementation process, and the range of flexible working options available. They also identify the main points which need to be considered before any agreement to change existing contractual terms and conditions is reached.

2 Objectives

- 2.1 This policy is designed to provide a framework for requesting and evaluating flexible working options by:
 - 2.1.1 Providing a fair, consistent and objective method of dealing with flexible working requests whilst balancing the needs of the business and service;
 - 2.1.2 Giving staff the opportunity to request flexible working by providing a means for them to assess the impact of their flexible working pattern on business and service continuity;
 - 2.1.3 Outlining some examples of flexible working options and the advantages and disadvantages for both the Trust and the employee.
 - 2.1.4 The Trust wishes to be as accommodating as practicable in responding to all such requests.
 - 2.1.5 Service delivery and quality standards, including health and safety and legislative requirements, must not be compromised.

- 2.1.6 The appropriate manager should consult colleagues and staff who may be affected by the requested change before a decision is confirmed. A flexible work arrangement for one should not be to the detriment or inconvenience of other colleagues.
- 2.1.7 There will be no adverse impact on training or career development opportunities.
- 2.1.8 Contractual changes to terms and conditions of service can only be agreed following careful consideration of the implications and proper understanding of the individual's circumstances.
- 2.1.9 Pay and benefits need to be adjusted on a pro-rata basis to changes in the hours worked, and the effects of the proposed change fully explained and agreed with the individual.
- 2.1.10 The operation of the flexible working arrangements will be monitored to ensure that it is being applied in both the interests of staff and the service.

3 Eligibility and Statutory “right to request” flexible working

- 3.1 All employees have an enhanced contractual right to request flexible working from the start of their employment with the NHS.
- 3.2 There are many different forms of flexible working, each one is detailed separately below (sections 4 – 14). Please note that with some flexible working options salary and related benefits are reduced pro-rata to the full-time entitlement. Confirmation of the impact on salary and benefits should be sought before finalising any flexible working arrangement.

4. Part-Time Working

- 4.1 Part-time working means being contracted to work less than the full-time hours for the post on a permanent basis.
- 4.2 Before an agreement with an employee can be finalised, the following points need to be considered and agreed: -
- How many working hours a week are required for the post?
 - If part-time working is agreed how will the remainder of the hours/work be covered?
 - How should the hours be worked? (Each day and week).
 - What happens if additional hours are needed? Is the employee willing to work additional hours? Is payment made or is time off in lieu given?
 - Does the agreement require flexibility in terms of hours/days worked?
 - Are there any special overlaps required between the part-time post holder and others?

5 Temporarily Reduced Working Hours

- 5.1 Temporarily reducing working hours is an arrangement that enables employees to work reduced hours for a specified period of time to deal with "special circumstances". This could include a family or personal emergency, or to undertake a particular course of training or development.
- 5.2 An employee can reduce his/her working hours for up to a period of one year. Salary is reduced pro-rata to the whole time salary for the whole period.
- 5.3 An employee could thus reduce their hours by a daily amount of time or by a weekly amount i.e. could work short days or a short week.
- 5.4 Before the request is agreed, the following points need to be considered
- Could the needs of the service be covered without unreasonable additional cost?
 - What work will be undertaken in the reduced hours, who will undertake the remaining work?
 - What is the impact on the rest of the team?
 - Arrangements must be agreed in writing between employee and manager before changes to working hours were implemented.
 - Flexibility should be shown in the event of a crisis over which the employee has little or no control.

6 Job Share

- 6.1 Job sharing is a formal commitment between two people to form a close professional relationship in which they will jointly fulfil the job aims and objectives, and will have shared as well as separate workloads. Job sharers have individual contracts of employment and share the pay and benefits of a full-time job on a pro rata basis. Job sharers must be able to interact effectively with each other and form a good working relationship.
- 6.2 It is important to distinguish between job sharing and job splitting. Job splitting means dividing the hours of a post to create two (or more) part-time posts. The post-holder is under a contractual obligation to work their contracted hours. There is no formal commitment between the post-holders and when one leaves employment there will be no contractual effect upon the other. This arrangement is suitable for less complex posts where each post-holder covers the service for the contracted hours and there is little or no requirement for interaction between them.
- 6.3 The decision as to whether a post is appropriate for job sharing will be made by the manager responsible for that post when it is created or becomes vacant.
- 6.4 The following points should be considered to establish whether a role is suitable for job share consideration: -
- Can the duties and responsibilities be clearly defined and measured for each person?
 - If the role requires a broad range of skills, would two (or more) people provide those skills between them?

- Would the role benefit from longer than the normal full-time working hours per week?
- Accountabilities for each “job-sharer” will need to be clearly defined.
- What happens if one partner leaves the shared role?

7 Flexitime (Staggered Working Hours)

- 7.1 Flexitime allows normal working hours to be varied to suit an individual's needs, whilst working the full time contracted hours for the post over the week.
- 7.2 Core hours must be worked, e.g. 10.00 am to 4.00 pm., or as assigned by the service. Flexitime will not apply to staff that are rostered, but only to those who work a “standard” week, and who are not required to handover to an oncoming shift.
- 7.3 The following points should be considered to establish whether a role is suitable for flexi-time: -
- Agreement with the line manager must be sought in advance and actual timings need to be defined to ensure that service needs are met in full.
 - Allows for greater coverage of the working day by the department, and provides flexibility for the individual.
 - Minimum break times must be taken during the working day according to Trust policy.
 - Are there any particular health & safety or security issues, which need to be considered when working outside of the ‘normal hours’?
 - Supports the business needs/not detrimental to the business needs

8 Annualised Hours

- 8.1 Annualised hours is a contract in which the hours of work are spread unevenly through the year, with fewer hours worked at certain times, for example during the school holiday periods.
- 8.2 Before an agreement with an employee can be finalised, the following points need to be considered and agreed:-
- Does the role show a peak and trough pattern which would lend itself to annual hours working without an adverse effect on service needs?
 - Can the service accommodate or adapt to lengthy periods of absence, e.g. during school holidays? What maximum period of absence could the service/department tolerate?
 - How would the working pattern be arranged – e.g. number of hours per week/month, days to be worked etc.
 - How will pay be administered? Options might include employing through the Bank and pay salary weekly or paying salary equally in monthly instalments with a recovery clause for any overpayment if individual leaves before completing the contracted hours for the period.
 - Will the service need to recruit another person to cover the job during the remainder of the year?
 - Will the service incur any additional costs by covering absent periods with premium attracting staff?

9 Term Time Only

9.1 A term-time contract is one in which the employee works during term-time only and is allowed extended leave to coincide with school holidays. The employee is paid a reduced rate equally spread across the year. Annual leave entitlement is also calculated pro rata to hours worked.

9.2 Before an agreement with an employee can be finalised, the following points need to be considered and agreed:-

- Can the service accommodate or adapt to lengthy periods of absence, e.g. during school holidays?
- What maximum period of absence could the service/department tolerate?
- How would the working pattern be arranged? – e.g. number of hours per week/month, days to be worked etc.

10 Working from Home

10.1 There are two different ways of working from home

- Temporary working is where an employee meets their contractual obligations working from home on an occasional or temporary basis.
- Contracted Home Working is where an employee who would normally be office based has a contractual arrangement whereby a proportion of the working week or month is from home (see Home Working Policy).

10.2 In both these circumstances Home Working is a practical consideration where an individual's work is self-regulated and is discrete to the extent that it can be undertaken outside the office.

10.3 Before an agreement with the employee can be finalised the following points need to be considered and agreed upon: -

- Occasional/Temporary Home Working may be considered where a specific job can be undertaken at home and where there is clarity around what will be accomplished.
- Contracted Home Working should not be considered if the job involves constant personal interaction with colleagues/patients. Contracted Home Working can be considered if an employee is able to complete tasks on a regular basis either at home or in the office. These must be agreed in advance.
- An employee on Contracted Home Working must be flexible to attend the Trust's offices for essential interaction with colleagues, and any training or development courses required.
- Contracted Home Working employees will be subject to the same performance measures, processes and objectives that apply to office based employees.
- Additional costs must not be incurred by the Trust as a consequence of either Occasional/ Temporary or Contracted Home Working arrangements.

- The Trust reserves the right to terminate a Contracted Home Working agreement if service is adversely affected or the needs of the Trust/service changes, subject to four weeks' notice in writing.

11 Team based Self Rostering

11.1 Self rostering means agreeing staffing levels and skill mix required at any time in the day, then giving staff the ability to schedule their working day collectively. This team based approach gives staff more control over the pattern of their working week, more flexibility to plan their work around other commitment whilst still fulfilling the needs of the service.

11.2 Before an agreement with an employee can be finalised, the following points need to be considered and agreed:-

- Consider skills mix levels required at different times and be clear about these requirements
- Will this provide opportunities to introduce new ways of working?
- Consider whether there are any shortages of key staff and whether any restrictions may be necessary
- Will this improve staff retention?
- How will handovers be managed? Discuss within the team the best approach as staffing levels and skill mix may need to be re-assessed

11.3 Please be aware though that existing fixed and unvarying working patterns may be necessary for some team members due to existing arrangements e.g. Travel, child care arrangements. There may also be earning issues around unsocial hours working and flexibility for key staff with specific skills may be more restricted.

12 Compressed Hours

12.1 Compressed hours result in work time taking place in fewer and longer blocks during the week or month e.g. a 9-day fortnight, or a 4 day week.

12.2 Before an agreement with an employee can be finalised, the following points need to be considered and agreed:-

- Identify advantages and disadvantages of compressed hours
- Identify the impact on service needs, customers and patient care/ different staff members and overall quality of the service
- Staff working compressed hours will still have to comply with the Working Time Regulations 1998 to ensure their health and safety
- Will someone else need to take over part of the job or cover for the times when the employee is not there?
- What will be the impact on service delivery?
- What will be the impact on your colleagues?

13 Employment Break Scheme

- 13.1 The Employment Break scheme can be used to cover childcare, eldercare, care for another dependent, training, study leave or work abroad. Other reasons than those stated will be considered on their merits.
- 13.2 The maximum length of the break is five years and the minimum length of break available is three months. The length of break should balance the needs of the applicant with the needs of the service. Breaks may be taken either as a single period or as more than one period.
- 13.3 An application form (Appendix A) requesting time off for an employment break should be completed and forwarded to your manager 6 months prior to the intended commencement of the career break.
- 13.4 The Employment Break Scheme is based on the principle of a two-way contract between the Trust and the member of staff (Appendix D).
- 13.5 The member of staff will make him or herself available for up to ten working days during each year of the break unless agreed otherwise with management for the purposes of keeping his/her knowledge, experience and skills up to date. Any work undertaken during these days will be paid at the rate of pay prior to the employment break.
- 13.6 Where appropriate the employee will maintain professional registration required for their substantive role with the Trust.
- 13.7 On returning to work after a career break, the same job will be available or where not reasonably practical an equivalent post on the same terms and conditions of service as the one held prior to the career break, subject to a suitable post being available.
- 13.8 Annual pay awards and incremental progression will not apply during employment breaks. The period of the break will count towards continuous employment for statutory purposes i.e. statutory sick pay, statutory redundancy entitlement. Other entitlements dependent on length of service i.e. pensions, contractual redundancy payments, annual leave entitlements will be suspended during the break and reinstated on return to work.
- 13.9 The member of staff undertakes to remain in the Trust's employment for at least two years after returning to work from the career break unless alternative arrangements are made.
- 13.10 Written notice of the intended date of return is required so that arrangements to reintegrate the member of staff go as smoothly as possible. The member of staff should give no less than 8 weeks' written notice if the break is less than one year and 12 weeks' written notice if the break is over a year to give the employer sufficient time to make arrangements for return.

- 13.11 Should the member of staff fail to give formal written notice of his/her intention to return to work following the employment break, he/she may be deemed to have terminated his/her contract of employment.
- 13.12 If an equivalent post is not available, the member of staff will be offered an alternative post until a suitable vacancy arises. Should the alternative post be at a lower band, salary will be protected in accordance with Appendix 6 of the Management of Change Policy.
- 13.13 Should it not be possible to find suitable alternative employment, the member of staff's continuing employment with the Trust will be considered to be at risk and dealt with in accordance with statutory requirements which may include redundancy.
- 13.14 Should there be a radical change in the delivery of patient services affecting the member of staff, he/she will be advised as soon as is practicable of the implications for his/her return to work after the employment break.
- 13.15 The Trust will reserve the right to terminate the continued inclusion in the scheme of any member of staff who:
- moves away from the area and is thereby unable to undertake the required training or work experience;
 - fails to cooperate in meeting the updating or other provisions of the scheme;
 - works for the NHS during the employment break;
 - obtains alternative substantive employment.

14 Flexible Retirement

- 14.1 With the introduction of raised state retirement age and NHS Pension matching this 70% of staff within the NHS will have a retirement age of between 65 and 68 years of age.
- 14.2 There are various flexible retirement options available within the pension schemes:

	1995 section	2008 section	2015 scheme
Step down	√	√	√
Wind down	√	√	√
Retire and return	√	√	√
Draw down	X	√	√
Late retirement enhancement	X	√	√
Early retirement reduction buy out	X	√	√

NB Employees can find out which scheme they belong to via their Total Reward Statement

Step down

Rather than retiring or leaving completely an employee 'steps down' to a different role, at a lower band, to reduce responsibility. In some cases, depending on when they steps down and how far, they may be able to protect a higher level of pay for the calculation of future pension.

Wind Down

Employees can 'wind down' to retirement by remaining in the current post but reducing the number of hours or days worked. Pensions for part time staff are calculated on the whole time equivalent salary. Therefore the only impact this may have is on the length of membership. (e.g. if you work 18.75 hours it will take two years to get one years' membership in the scheme).

Retire and Return

Once employees reach the minimum pension age for the scheme they can choose to retire, claim their pension benefits and then may return to NHS employment. Employees in the 1995 scheme are not eligible to continue paying into the scheme once they have retired. Other schemes allow contributions to continue on recommencing with the NHS.

Draw Down

Employees can 'draw down' between 20% and 80% of their pension, stay working and continue to build up future membership into the scheme. Scheme members can 'draw down' on up to two occasions before retiring completely. Employees must note that this may reduce the pension received at normal retirement age.

Late retirement enhancement

Staff will benefit from an increased pension where they continue to work past their normal retirement age and have not drawn down their pension.

Early retirement reduction buy out

Employees can make additional contributions to allow them to retire earlier than their normal retirement age without any early retirement reduction (although not more than three years earlier than their normal retirement age and no less than 65 years old).

- 14.3 Further information is available from the pensions department at payroll or direct from the Pensions Agency, however it is recommended that staff seek independent financial advice.
- 14.4 Staff who would like to utilise one of the flexible retirement options must complete an application form (Appendix A). Approval for 'step down' and 'retire and return' options can only be approved by an Associate Director of Operations, equivalent post holder or above.
- 14.5 While every effort will be made to retain the skills, experience of knowledge of staff new posts must be advertised to test the market and ensure the best candidate for the post is secured. Staff who wish to return to their current or similar post on reduced hours will not be unduly prevented.
- 14.6 Managers must be aware that while a break in service of 24 hours is required by the pension scheme this will not break continuity of service for employment purposes and staff will retain their continuity rights (e.g. sick pay, annual leave and redundancy).

15. Temporary or Permanent Contractual Change

- 15.1 Flexible working options that reduce or increase contracted hours (e.g. reduced from 37.5 hours to 30 hours) will be made on a permanent basis.
- 15.2 Flexible working options that consider adjustments to working patterns (e.g. compressed hours, annualised hours, flexi-time, term time and home working) will be approved on a 12 month basis and will require annual reviews to occur to ensure they still meet service and employee need. If at the review meeting the adjustments can no longer be accommodated the employee will be given one month notice that they will revert back to the standard pattern for their work area.
- 15.3 Job share must be reviewed on an annual basis, where one party to the job share leaves or moves post where a suitable applicant cannot be found job share may be terminated with a minimum of one month notice

16. Application Process – Staff Guidelines

- 16.1 Put your request in writing to your immediate line manager, with as much detail about your requirements as possible, and keep a copy. Please use Appendix A - Flexible Working Application Form.
- 16.2 Your manager will arrange a meeting within 28 days to discuss your request. You may bring a work colleague or trade union representative with you if you wish.
- 16.3 It may be that your section might be able to meet your request in part, but not in full. How flexible can you be - might there be alternative ways to meet your needs?
- 16.4 After the meeting your manager will confirm their decision in writing within 14 days. If your manager has refused your request, the reasons for this will be explained in the formal response given to you. The law allows requests to be rejected for specific business reasons such as additional costs, adverse impact on meeting service requirements, and inability to reorganise work among existing staff.
- 16.5 If you wish to appeal your manager's decision, you may do so by completing Appendix B - Flexible Working Appeal Form and submitting it to your manager's manager, within 14 days. This manager will meet with you within 14 days of your appeal, and you may bring a work colleague or trade union representative if you wish.
- 16.6 The time limits built into this process can be extended by mutual agreement by making a formal request to do so.
- 16.7 You may withdraw your application at any time by notifying your manager in writing.

16.8 Remember your manager must consider the needs of the service and the department as a whole, and may not always be able to accommodate your request, although they will do all that is reasonable to do so.

16.9 Remember that requests can take up to 8-weeks to consider so sufficient notice must be given prior to when you may want the change to become effective.

17 Application Process – Manager Guidelines

17.1 Discuss their initial request with the employee, and remind them to put their request in writing to you, using Appendix A - Flexible Working Application Form, if they wish to proceed.

17.2 Agree with your member of staff a date within 28 days by which you will have completed your consideration of their request, taking account of its complexity, as well as urgency. An extension can be mutually agreed if either party is absent for any reasons, and should be noted in writing.

17.3 Consult with relevant colleagues, including other team members who may be affected, your own manager, Human Resources Department etc., on the implications of the proposed change requested. Consider the impact on recruitment and retention and the possible ways in which the service can benefit.

17.4 Consider how best to accommodate the request without impairing service standards. In particular:

- a) What record(s) will need to be maintained of the new arrangement?
- b) What problems, if any, will there be in administering any adjustments to pay and benefits through the Payroll?
- c) Will there be any adverse effect on other colleagues?
- d) Each request must be judged on its merits and prevailing circumstances. Bear in mind the need to be responsive to individual requirements, whilst taking into account the overall needs of the team and the service.

17.5 You must meet with the individual within 28 days of the request, unless a mutual extension has been agreed. The employee has the right to bring a work colleague or trade union representative to the meeting. You must then notify the employee of your decision in writing within 14 days. Where you have refused the request the reasons for this should be explained in full.

17.6 Requests may be declined where they cannot reasonably be met. The law allows the following business grounds for rejection:

- a) Burden of additional costs
- b) Detrimental effect on ability to meet service demand
- c) Inability to reorganise work among existing staff
- d) Inability to recruit additional staff
- e) Detrimental impact on quality
- f) Detrimental impact on performance

- g) Insufficiency of work during the periods the employee proposes to work
- h) Planned structural changes

17.7 However, it would not be within the spirit of the flexible working policy if your only concern was that whilst you could accommodate one request, you could not necessarily accommodate others of a similar nature in the future. Each case must be considered according to the existing circumstances. 17.8 If you refuse the request the employee has the right of appeal by completing the Flexible Working Appeal Form and submitting it to your manager within 14 days. The process then requires this manager to meet with the employee within 14 days of the appeal, and the employee may bring a work colleague or trade union representative to the meeting. The manager should then notify the employee of the results of the appeal in writing within 14 days.

17.8 Ensure, in consultation with your ER Advisor that agreed changes are properly documented by completing SR2 change form if payroll changes are required, and have used the Flexible Working Forms with a copy kept on the individual's Personnel record. A Variation to Contract will be issued by Employment Services and forwarded for signature to the employee concerned.

17.9 Please notify your ER Advisor about any requests received under this scheme and the outcome, so that the Trust can monitor the use of flexible working arrangements.

18. Impact and Equalities Analysis

18.1 In Equality Analysis has been carried out for this policy and has concluded that there are no detrimental effects and some positive effects of this policy

19. Communication and Training

19.1 Information about this policy will be included in the induction training. Copies of the policy will be available via the intranet or sources of support and guidance outlined in this document.

19.2 Further guidance on the application of this policy is available from Human Resources, a professional organisation or trade union representative.

19.3 The following websites provide useful information:

www.acas.co.uk

www.nhsemployers.org

www.unison.org.uk

www.cipd.co.uk

www.equalityhumanrights.com

www.dwp.gov.uk

20. Monitoring the effectiveness of this policy

Aspect	Method	Frequency	Responsibility	Reporting Arrangements
Trust Statement	Employee relations data	Monthly	Associate Director of HR Operations	Workforce Committee
Process for applying for flexible working	Via HR Business Partner Team	Quarterly	Associate Director of HR Operations	Workforce Committee
Staff training in respect of flexible working requests	Via Learning & Development Team	Quarterly	Associate Director of HR Operations	Workforce Committee
Statistics of flexible working requests	Review statistics held by HR of all formal flexible working requests Monitor trends by all protected characteristics under the Equality Act 2010	Quarterly / Annually	Associate Director of HR Operations	Workforce Committee Executive Management Board
References <i>i.e. NICE guidance, externally recognised reports or research</i>				
Staff Involved In Development				

Appendix A - Flexible Working Application Form

Note to the employee

You can use this form to make an application to work flexibly under the right provided in law.

You should note that under the right it may take up to 8-weeks to consider a request before it can be implemented and possibly longer where difficulties arise. You should therefore ensure that you submit your application to the appropriate person well in advance of the date you wish the request to take effect.

It will help your employer to consider your request if you provide as much information as you can about your desired working pattern. It is important that you complete all the questions as otherwise your application may not be valid. When completing sections 3 & 4, think about what effect your change in working pattern will have both on the work that you do and on your colleagues. Once you have completed the form, you should immediately forward it to your Manager (you might want to keep a copy for your own records).

Your Manager will then have 28 days after the day your application is received in which to arrange a meeting with you to discuss your request. If the request is granted, this will be a permanent change to your terms and conditions unless otherwise agreed.

Note to the Manager

This is a formal application made under the right to apply for flexible working and the duty on employers to consider applications seriously. You have 28 days after the day you received this application in which to either agree to the request or arrange a meeting with your employee to discuss their request. You should confirm receipt of this application

1. Personal Details

Name:

Staff Number:

Department:

Manager:

Location:

2a. Describe your Current Working Pattern (Days/Hours/Times Worked):

2b. Describe the Working Pattern you would like to Work in the Future (Days/Hours/Times Worked):
(You May Continue On A Separate Sheet If Necessary)

2c. I would like this Working Pattern to commence from:

2d. Please provide any other details that you think may be relevant to your application:

Signed:

Date:

Name:

Appendix B - Appeals Form

Date

Address

Dear

I wish to appeal against your decision to refuse my application for flexible working. I am appealing on the following grounds.

Yours sincerely

Name

Appendix C - Frequently Asked Questions

1. Does the flexible working law provide me with an automatic right to work flexibly?

No. The law gives eligible employees the statutory right to request a flexible working pattern and places a duty on their employers to consider such requests seriously. It does not provide employees with an automatic right to work flexibly.

2. I have worked for my employer for less than a year – am I eligible to make a request under the law.

Yes; you can now may a request to work flexibly from day one of your appointment with the Trust.

3. What information should my application contain?

The level of detail, which the trust might need in making its decision, will depend on the desired changes to the existing working pattern. In all cases it is in the employee's interest to be as clear and explicit as possible.

4. How long will it take to consider my request?

The process could take up to 8 weeks to complete and sometimes longer where a problem arises.

5. I'm about to go on maternity leave. Can I ask to return part-time?

Yes, you can request to return part-time on your return to work and after taking maternity leave - or to any other flexible working pattern. Again, it is important to stress that you have the right to request to return part-time, and do *not* have an automatic right to work part-time. It is best to let your manager know well beforehand that you wish to change your working pattern on your return and that you will eventually be making a formal request. Approach them informally as early as possible and tell them of your plans so that they know to expect a request from you. It is suggested that you wait until the post-natal period before deciding the working pattern that you will apply for (i.e. in terms of hours), since you will be in a better position at this stage to judge what your needs will be and the most suitable working pattern. However, you will need to factor in the 8 week period time it may take your manager to consider your request.

6. Who can I bring with me to the meeting to discuss my request?

You can bring a trade union/professional organisation representative or work colleague who is employed by Bedfordshire Hospitals Foundation NHS Trust. The representative accompanying you must not, if they are legally qualified be acting in that capacity. Their role is to support you. They are able to take part in the meeting, but are not there to answer questions on your behalf. Make sure that they are fully briefed on your request beforehand and that they have a copy of your application.

7. What happens if my manager agrees to my request and I then change my mind after a few weeks?

A new working pattern will normally be a permanent change so think carefully about your request, as there is no automatic right to revert back to your former hours of work. A trial period will enable both yourself and your manager to assess whether the proposed change will work.

8. Can I ask that the new arrangements be trialed?

Any trial arrangements must be with the agreement of both the manager and the employee and must be recorded in writing. Your manager may also want to consider this option to ensure that the new arrangements work for all concerned i.e. the individual, patients and/or other service users, the team and service provision.

9. My manager has suggested an alternative working pattern to the one I want. Do I have to agree to this?

As part of the application process, your manager will meet with you to discuss your desired work pattern and how it might be accommodated. If it cannot be accommodated, the meeting also provides an opportunity to see if an alternative arrangement can be reached. If your manager is unable to accommodate your original request but offers you an alternative flexible working pattern you don't have to agree to this, but it is worth giving it full consideration to see whether it can meet your needs. Both you and your manager should be prepared to be flexible so that all possible options can be explored.

10. What happens if my manager refuses my request?

Your manager must write to you within 14 days of the meeting, stating the business reason for refusing your request and why the business or service ground(s) they have given for their refusal applies in the circumstances.

11. Are the changes permanent?

Changes to the hours you need to work each week will be made on a permanent basis. For example if you reduce your hours from 37.5 hours per week to 30 hours.

However changes to your working pattern will only be agreed on a 12 month basis and must be reviewed annually to ensure they still meet the needs of the organisation. For example if you need to have late start and early finish times compared to the normal rota these may need to cease whereas your contracted hours of 30 hours per week will remain.

Appendix D - Employment Break Application/Agreement

Name:

Address:

Department:

Job Title:

Length of Service:

Date Break Commences:

Duration of Employment Break:

Latest Possible Return Date:

Notice Period to Return:

Terms and Conditions of Employment Break

I agree to undertake any relevant mandatory training prior to my return to post.

I acknowledge that my current post can be held open for a maximum duration of xxx months from the date of commencement of the employment break.

I undertake to give no less than xxx weeks' written notice of my intended date of return. I agree that my date of return must be on or before [date].

I acknowledge that if I fail to return to work on the agreed date without giving any satisfactory explanation, this will be taken as a resignation from my post. I recognise that a resignation, whether explicit or implied through my failure to return, will not entitle me to receive any monies by way of notice payment or compensation for loss of employment.

I acknowledge that the 'Trust' is under no obligation to extend the duration of the agreed employment break.

Due to the unique nature of my post, I acknowledge that a post of equivalent salary, status or grade cannot be guaranteed if I wish to return to the 'Trust' after the agreed length of employment break. [Delete if not applicable].

I acknowledge that during the employment break, I will retain continuity of employment but no other terms and conditions of employment will apply. For the avoidance of doubt, I will not be required to attend work for the duration of the employment break and I will not be entitled to any payments in respect of salary, benefits or accrued holiday. I agree that I will obtain the written agreement of the 'Trust' before undertaking any form of paid employment during the employment break.

Signed:

Date:

Signature of Authorising Manager:

Date:

Appendix E

Governance	
Training: <i>(training requirements – if applicable)</i>	Not Applicable
References:	
Search Terms:	Flexible Working Flexible Retirement Employment Break Working from Home Compressed Hours Annualised Hours Part-time Working
Equality Impact Assessment date completed:	July 2023
Monitoring Criteria /Audit Criteria: Including the method, frequency, reporting arrangements and the responsible owner (s): Review every 3-years Director of HR/Associate Director of HR Operations	

Appendix F

Equality Analysis - Impact Assessment Screening Tool for Policies

AREA	Negative Impact		Significant?	
	Y ✓	N ✖	Y ✓	N ✖
Gender	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Religion/ belief	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Age	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Disability (includes: mental health, learning disability, physical, sensory)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Ethnicity (includes: travellers and gypsies)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Sexual Orientation (includes: gay, lesbian, bisexual)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Transgender / Tran-sexual	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Marriage or Civil Partnership	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Pregnancy or Maternity	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Additionally:				
Social/Economic	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Rural/Urban	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Health Inequalities	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Application of NHS Accessible Information Standard	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Impacts are usually measured in terms of positive, neutral and negative impact; e.g. it is useful to record if an impact is significantly positive for one group and neutral or negative for another group and to weigh up this along with the size of the groups within decisions.

- For the purposes of this policy it is a significant positive impact to include and ensure that all these factors will be considered and embedded in all strategies, policies, procedures and frameworks written. This is along with the use of the Equality Analysis - Impact Assessment Screening Tool for Policies which will ensure that informed decisions are made that enable fair treatment, access and inclusion.

For any boxes marked as 'yes' above please complete details below:

Area	Issue	Further Steps to be Taken
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Negative Impact

- Q1. Will the policy create any problems or barriers to any community or group? No
- Q2. Will any group be excluded because of the policy? No
- Q3. Will the policy have a negative impact on community relations? No

If yes, a full equality assessment must be done.

WILL THE POLICY ...

1. Remove the risk of direct or indirect discrimination
2. Remove the risk of poor conduct or harassment
3. Promote good community relations
4. Promote a positive attitude between and to people of different groups
5. Encourage participation of people from different and under-represented groups
6. Consider more favourable treatment of disabled people
7. Promote and protect human rights
8. Promote Equal Opportunities and Fair Treatment
9. Promote Access and inclusion
10. Promote Dignity and Respect

POSITIVE IMPACT

State How, i.e. evidence used to reach this decision

Y ✓	N ✘	
✓		
✓		
N/A		
✓		
N/A		
✓		
✓		
✓		
✓		

Assessed By:

Signed:

Date: 21st July 2023

Name:

Post: Assistant HR Business Partner

Signed:

Date:

Name:

Post: