



St Mary's Academy Trust

Flexible Working Policy

Date agreed by HR Committee: 21st December 2017

Date to be reviewed: December 2019

1. INTRODUCTION

- 1.1 All employees have the legal right to request flexible working – not just parents or carers. Employees must have worked for the same employer for at least 26 weeks to be eligible
- 1.2 Eligible employees can request to:
 - change the number of hours they are required to work;
 - change the times they are required to work;
 - work from home or an alternative place of business of the employer (whether for all or part of the week).
- 1.3 This covers working patterns such as annualised hours, compressed hours, occasional home working, job-sharing, self-rostering, shift working, term-time working and part-time or reduced hours.
- 1.4 The Trust has a duty to consider all requests seriously; refusal should only be for clear business reasons.
- 1.5 Legislation states that a request to undertake flexible working should be a permanent variation to contract however the Trust will consider temporary requests.

2. WHO CAN APPLY

- 2.1 The right applies to all employees who meet the following criteria:
 - have 26 weeks' continuous service with the Trust at the date of application;
 - have not made another application to work flexibly under this policy during the last 12 months.
- 2.2 Only service with the Trust will count for continuous service purposes and not previous continuous service with other Local Government bodies.

3. SERVICE PROVISION

- 3.1 Headteachers are responsible for delivering high levels of education within their schools, to ensure legal ratios are met and that there is sufficient employee supervision; all of these aspects need to be addressed when operating flexible working arrangements. The provision of education to pupils must not be reduced or suffer in any way as a result of flexible working.
- 3.2 Flexible working arrangements must be governed by the demands of the school. The wishes of the individual employees should be taken into account wherever possible.

As service delivery must be maintained, it may be necessary to examine some posts or groups of posts to decide if flexible working can be applied fully, partially or not at all.

4. MAKING AN APPLICATION

4.1 The employee must apply in writing (which includes e-mail) using the Flexible Working: Application Form FWR1. The employee is required to state the following:

- that this is an application under the legal right to request flexible working;
- whether a previous application has been made and if so when;
- set out the change applied for, e.g. a new working pattern, and the date they wish it to become effective;
- explain the effect that they envisage the change will have on their employer, including how it might be accommodated;
- be signed and dated.

4.2 The completed form should be handed to their Headteacher for consideration.

5. CONSIDERING THE APPLICATION

5.1 The Initial Request - should ideally be considered by the Headteacher within 28 days of an application being received. If there are any issues that need to be discussed a meeting should be held with the employee.

5.2 Legislation requires that a Headteacher must ensure that the initial request including any appeal should be concluded within a three month period.

5.3 Right to be Accompanied - An employee is entitled to be accompanied at the meeting by a work colleague or designated Trade Union/ Professional Association Official. However, this right does not extend to family/friends or professional persons such as solicitors and barristers.

5.4 Reply to employee - It is recommended that the employee is informed of the decision within 10 working days of the meeting being held. The Headteacher should contact HR for advice in respect of communicating the decision.

5.5 The only valid grounds for rejecting a request are:

- the burden of additional costs;
- detrimental effect on ability to meet customer demand;
- inability to reorganise work among existing staff;

- inability to recruit additional staff;
- detrimental impact on quality;
- detrimental impact on performance;
- planned structural changes (this can only be justified if the changes are imminent or within the approval system).
- insufficient work for the periods the employee proposes to work

5.6 The Headteacher is therefore expected to consider all reasonable ways of accommodating these requests and must provide a reasonable explanation if the request is not approved due to business reasons.

6. WITHDRAWAL OF APPPLICATION

- 6.1 If the employee verbally withdraws their application they must confirm this in writing. If a request is withdrawn a further request cannot be made for 12 months from the date their written withdrawal was made.
- 6.2 Where the employee fails to meet their responsibilities the Trust may also treat an application as withdrawn. This will apply when an employee fails more than once to attend a meeting without reasonable cause or unreasonably refuses to provide the Headteacher with information required to assess whether the contract variation can be agreed to.
- 6.3 In both these circumstances, the Headteacher must issue written confirmation to the employee stating that the application has been withdrawn.

7. APPEAL

- 7.1 If an employee is not satisfied with the decision taken with the 'Flexible Working Policy and Procedure, then they will have the right to appeal through the following appeals procedure.

An employee has a right of appeal if they feel:-

- the procedure was not properly followed
- business reasons were not sufficiently explained
- incorrect facts are stated in the business reason explanation

The employee must submit their appeal in writing to the HR Committee within 10 working days of receiving the original response to their request.

The HR Committee will arrange the meeting with all the relevant parties to be in attendance, including the Headteacher who will be required to explain their initial decision.

Following an appeal meeting, the written decision of the HR Committee must be given to the employee within 10 working days. If the HR Committee uphold the decision to reject the application for flexible working they should ensure that the reason for not approving the request is due to valid grounds for rejecting a request as detailed at point 5.5.

8. WORKING TIME REGULATIONS

- 8.1 Under the Working Time Regulations workers should not work more than an average of 48 hours per week, averaged over a 17-week period. In certain circumstances e.g. emergency and resilience plans being instigated, this can be extended to an average over 26 or 52 weeks in consultation with the employee and with the approval of the Chief Executive. The 48-hour average includes in addition to the normal working week any overtime, on-call time worked, sleep-ins etc.
- 8.2 The Working Time Regulations allow workers to voluntarily opt out of working within the average 48 hour limit. Any opt out is renewable on an annual basis but can be rescinded by the Trust where there is a conflict of interest in accordance with the Trust's Code of Conduct Procedure. Employees are able to cancel the 'opt-out' agreement by giving one months' notice in writing to their Headteacher.
- 8.3 Headteachers should refer to the Working Time Regulations to ensure that the flexible working request is compliant.

9. HEALTH AND SAFETY

- 9.1 Headteachers must ensure safe working systems are in place. This will include out-of-hours emergencies (e.g. fire procedures and loss of electrical power. Leak of gas or water or serious building defects), and safe working systems (e.g. working alone, building security, use of equipment, shut down procedure and prohibited operations). In particular, risk assessment must be carried out and safety systems devised where violence or aggression towards employees is a likely occurrence.
- 9.2 Working patterns under this scheme must not compromise employees' health and safety, or that of others. Particular consideration should be given in regard to lone working, availability of adequate supervision and management taking care, with regard to new, less experienced employees, trainees and young employees to ensure their working pattern does not put them at risk in terms of their health and safety (e.g. as a consequence of lack of experience, or absence of awareness of existing or potential risks).
- 9.3 Employees should have regard to their personal safety when travelling to and from work earlier or later than normal.

10. PART TIME EMPLOYEES

- 10.1 Part time employees have contractual entitlements based on a pro rata comparison with a full time employee. All requests from part time employees should be considered on the same basis as full time employees.

11. EQUALITY AND DIVERSITY

- 11.1 This policy has been impact assessed by the HR Committee, if on reading this policy you feel there are any equality and diversity issues, please contact HR who will if necessary ensure the policy is reviewed.

APPENDIX A - TYPES OF FLEXIBLE WORKING

Annualised Hours

Annualised hours is a system which the period of time within which an employee must work is defined over a period of 12 months.

In practice annualised hours uses the components of a conventional working-time contract and expresses it, not in hours per week, but at its equivalent net yearly value.

For example, employees working a 37 hours per week contract, with a total of 7 weeks annual holiday and 1.6 weeks (8 days) of statutory holiday will in an average year (52.18 weeks), have a net working year of 43.58 weeks, each of 37 hours; a total of 1612.46 annual hours.

Under annualised hours, the profile of expected demands, peaks and troughs are identified, on an annual basis, the appropriate hours component established and then planned in such a way to anticipate and match that profile.

For example, a working group may be scheduled to work 44 hours per week in the ‘busy’ periods and 30 hours in ‘quieter’ periods.

No overtime premium is due for hours worked in the longer weeks.

Yearly calendars are provided for employees to ensure that each individual knows precisely when and for how long they are scheduled to be at work and to accurately deduct annual leave. In this way employees are able to plan both their work and home life confidently and at long range. Similarly, the Service has a reliable schedule of its workforce availability, tailored to its precise needs.

Working Time Regulations must not be compromised in agreeing annual hours schedule.

Employees salary will be divided into 12 equal payments, paid on a monthly basis.

There are a number of patterns of annualised working that can be agreed and a non exhaustive list of options some of which can be combined are shown below:

A. Seasonal Splits

Seasonal splits are often utilised to maximise daylight hours. For example, working longer hours from April to September and less during October to March.

B. Self Management

In adopting this working practice, the responsibility to meet workloads is devolved to the team who agree working patterns to cover demands of the work and annual leave.

Banked Time Arrangements (Time off in lieu)

'Banked' Time Arrangements enable employees to work additional hours when the service demands it with the agreement of their Headteacher. 'Banked' hours can then be used at a later time however only with the prior written agreement of the Headteacher.

'Banked' Time will normally accrue as flat rate irrespective of when worked unless service needs dictate otherwise and it is mutually agreed to accrue time at premium rate.

Additional hours worked must not infringe the provisions of the Working Time Regulations.

Headteachers are responsible for ensuring that additional time worked for the purpose of 'banking' are necessary and in the interests of the service and not worked for the sole purpose of building surplus hours.

Any authorised 'Banked' Time should be approved and agreed with the Headteacher..

Headteachers should ensure that they always retain their employees' records for the previous 24-month period for Audit purposes.

Taking of 'Banked' Time must be with the agreement of the Headteacher, taking into account the needs of the service, and must not take priority over legitimate needs of other employees within the working group.

While it is recognised that 'Banked' Time can sometimes be used to cover domestic/personal circumstances that do not themselves qualify for paid time off and notice for this may of necessity be short, normally adequate notice should be given and the Headteacher's agreement obtained before booking leave. Except in the exceptional circumstances indicated above, such notice should be a minimum of 10 working days.

'Banked' Time can be taken in small amounts i.e. – few hours or days off or longer periods. This may be taken in the current leave year or transferred, by agreement and subject to the needs of the service, to a future leave year (See limits below).

Careful planning is essential to ensure the needs of the service are met both during the accruing of and the taking of 'Banked' Time.

This flexibility is not intended to be a means of storing large amounts of time and would normally be subject to an upper limit of accrued time not exceeding one full day.

Compressed Hours

Compressed Hours is an arrangement whereby employees agree to work the same number of contractual hours over a shorter period of days. For example, an employee may work longer full-time hours over 4 days rather than 5.

Homeworking

Homeworking is defined as permitting employees to carry out a proportion or all of their duties in their own home either on an ad hoc, temporary or permanent basis.

Occasional Homeworking

Occasional Homeworking is where employees are office based, but who choose to work on an ad hoc basis at home, with Management agreement. The key features of occasional Homeworking are:

- A written application to work at home is not required, unless the Trust provide home based equipment or connections, however, each occasion must be agreed by Management.
- There is no change in designated location i.e. office based and no change of contract is required.
- Employees are accounted for in the desk/space allocation for the working group.
- ICT Support is arranged for designated location i.e. office based working.
- It will not be necessary to set aside an area of the employee's home for Homeworking.
- A written Risk Assessment must be carried out in accordance with the [Homeworking Health and Safety Code of Practice](#).
- There is no allowance for any additional expenses arising from Homeworking i.e. cost of heating etc.
- Employees do not have to work at home and can stop at anytime.

Part Time Contractual Homeworking

Part Time Contractual Homeworking is where employees operate from a home based workspace station for an agreed period of time or an agreed number of hours/days per week. For example a Part Time Contractual Homerworker may be contracted to work one day per week from home and four days based with the Office.

It is at the discretion of the Chief Executive as to what equipment if any is provided to the Part Time Contractual Homerworker when working from home.

Job share

Job sharing shall be defined as the situation where two employees voluntarily share the duties and responsibilities of one full-time job. An individual job sharer shall not be employed for less than 16 hours every week. A post can only be shared by two persons.

All jobs should be considered suitable for job sharing unless approval has been given by the Chief Executive and HR that a post is unsuitable for job sharing.

The remuneration and other benefits are shared between the two post holders on a pro rata basis, and where necessary, a degree of overlap may be built into the work periods in order to facilitate effective liaison and communication.

Job share arrangements should not divide a job into separate groups of tasks. The purpose of job sharing is for two post holders to each carry out the full range of duties and responsibilities of that post during their individual working times.

The working arrangements and responsibilities for a particular job shall be determined by the Headteacher concerned, in consultation with job sharers, including any variations in such working arrangements and responsibilities that may be required to be made from time to time.

Management need to ensure that other posts having a working relationship with a job share post do not incur any increase in responsibility of either a supervisory or co-ordinating nature. Where one partner may be absent from work for any reason, there is no contractual right to expect the other partner to cover. Where the partner has been informally approached and agreed to cover for an absent colleague, if the individual's time is over and above 37 hours, the extra time should be paid at appropriate enhanced rates (time off in lieu may be granted where appropriate).

If the hours are merely exchanged, then there would be no salary adjustment necessary. These arrangements must be agreed in advance with the Headteacher.

Voluntary Reduction in working hours

All employees have the right to request a voluntary reduction in their working hours on a permanent basis however the Headteacher may agree temporary reduction in hours depending on personal circumstances and taking account of service needs e.g. employees requesting a temporary reduction following a period of sickness absence.

If a change is agreed, it will be for either a

- Permanent variation of contract. The employee will have no automatic right to revert back to their former arrangements;
- Temporary variation of contract. The employee will be able to temporarily adjust their working arrangements and after the agreed period revert back to their substantive arrangements.

The status of the change must be agreed and confirmed at the outset.

The agreement to a reduction in working hours will be dependent upon the following factors:

- The operational requirements of the post.
- The feasibility of the reduction in working hours, either permanently or temporarily, without adversely affecting efficiency and effectiveness.
- That any future requests to increase contracted hours would be considered having regard to the needs of the service.

APPENDIX B - JOB SHARE GUIDANCE

1. WORKING PATTERNS

Job sharing posts will generally be split into 'half time' positions.

It is recognised that some existing jobs do not have a Monday to Friday working arrangement but this will not preclude them to job share. The principles detailed in Appendix A must be adhered to at all times.

Normally the split will be on a 50/50 basis; however, subject to agreement by Management, the partners may agree a different arrangement. Upon either partner leaving, in the first instance, the remaining job sharer will be offered the post on a full time basis. If they do not wish to increase their hours, then the post will be advertised.

There are no set rules regarding working patterns for job sharers. However, the following examples are most commonly used:-

- (i) Split Day – one sharer working in the morning, the other in the afternoon.
- (ii) Weekly Basis – each job sharer works 2.5 days per week.
- (iii) Alternating Days – both sharers work on a one on/one day off basis rotating over a fortnight.
- (iv) Alternating Weeks – both sharers work on a one week on/one week off basis.

Please note that options (iii) and (iv) do not lend themselves to face to face hand-over requirements.

2. SETTING UP A JOB SHARE POST

Job share posts can be set up in the following ways:-

- (i) One candidate can be appointed to a vacant post on a job share basis, and the remaining hours of the post would then be advertised.
- (ii) Two separate candidates can be appointed to a vacant post on a job share basis.
- (iii) An existing post holder can opt to job share and the remaining hours of the post would then be advertised.
- (iv) Two existing post holders in the same or similar jobs can make a request to occupy one post only.

3. ARRANGING A JOB SHARE

Vacancy Advertising

- (i) All vacancies shall be advertised as suitable for job sharing except where the Chief Executive has determined a post is unsuitable
- (ii) The appropriate statements to be included in advertisements for these posts, and in situations where one sharer of an already job shared post subsequently leaves, are as follows:-

“This post is open to job share.”
or
“This vacancy is a job sharing position.”
whichever is appropriate.
- (iii) Recruitment procedures involving prospective job sharer(s) should be as for any full-time post. If the most suitable candidate(s) is/are among the intending job sharer(s), the duties and share arrangements of the post should be clarified with the applicant(s) before job offer(s) are made and contract(s) formed.

Requests from Existing Employees

An existing employee wishing to job share his/her post should submit a formal request to his/her Headteacher.

Whilst desirable, it is not necessary for the individual to have another person to share the job with. Management will discuss the matter with the individual concerned to confirm the arrangements for sharing his/her post. If the post is considered unsuitable for job sharing, Management should inform the post holder of this decision as soon as possible and, in any event, within 28 days.

All joint requests for job sharing will be considered on the basis that:-

- both applicants are considered suitable to job share the post;
- both applicants in question are on the same grade;
- where one applicant is graded below that of the post in question, then that part of the proposed job share arrangement must be advertised internally within the Trust.

Where approval is given, the part of the post to be filled by another job sharer will be advertised to attract a partner in accordance with normal recruitment and selection procedures. Job share arrangements will not commence until the date a partner commences employment.

Any existing employee making a voluntary application for a job share arrangement will not be

entitled to any redundancy or any other compensation payment arising out of the variation of the contract of employment.

4. Procedure when a job sharer leaves

If a job share partner leaves, in the first instance, the remaining job sharer will be offered the post on a full time basis. If they do not wish to increase their hours, then the post will be advertised.

APPENDIX C - HOMEWORKING GUIDANCE

1. METHODS OF WORKING

The nature of the work will determine how the duties and responsibilities are undertaken in the Homeworking arrangement. The Homeworking arrangement should be reviewed annually to ensure that the needs of the service and service users are being met. The Headteacher should discuss any benefits or drawbacks to the arrangements and, if necessary, discuss any adjustments.

Agreement will be reached in respect of working patterns including core service hours in order to allow for appropriate contact to be maintained.

The hours worked must meet legislative requirements.

If an employee is absent due to sickness then the normal absence reporting procedures apply.

Abuse of the scheme, for example not working in accordance with the agreed hours/objectives, could result in action being taken in accordance with the Trust's Disciplinary Procedure.

2. INSURANCE

Employees working from home are covered for personal accident insurance in the same way as their office based colleagues. Public/Employer's liability still operates provided that the employee is working within his/her duties/job requirements.

Equipment provided by the Trust will be insured whilst at an employee's home subject to this being notified to the Trust's Insurance Section. It will also be covered whilst in transit between office and home, subject to it not being left in an unattended vehicle.

Employees need to check with their insurance on home and contents to ensure it is not invalidated through working from home.

If employees use their own equipment for work then their own insurance should specifically cover this.

3. DATA PROTECTION/ SECURITY AND CONFIDENTIALITY

Employees working from home must ensure that the Trust's assets i.e. documents, equipment and data are protected. The provisions of the Data Protection legislation apply wherever work

is carried out. This means that all eight principles of the Data Protection Act apply, but the key issues are security and confidentiality.

Equipment must be password protected and not left unattended. Confidential documents must be stored in locked cabinets/draws.

The minimum acceptable standards of physical security within an employee's home set out below must be adhered to:

- Main Entrance Door must be secured by a 5-lever mortise deadlock that can be locked by a key from both inside and outside (including key operated multi-point locking systems).
- Other Doors (including access from integral garages) must be secured by any lock, which can be locked by a key from both the inside and outside (including key operated multi-point locking systems), or key operated security bolts fitted at the top and bottom.
- Sliding Doors must be secured by any lock, which can be locked by a key from both the inside and outside, or key operated security bolts (fitted at the top and bottom), or an anti-lift device plus one key operated patio door lock.
- Double Doors (French windows or windows) must be secured by two operated security bolts operating vertically (fitted at the top and bottom).
- Windows and Skylights, which open and are accessible from the ground without use of a ladder or from adjoining roofs, porches or down pipes must be secured by key, operated window-locking devices (including key operated multi-point locking systems).

Employees must not arrange meetings with other employees of the Trust or external clients at their home.

Back-up disks should be kept for information stored on laptops.

Where employees use a laptop (or other equipment) not specifically assigned to them, a log of use away from the office should be maintained with the equipment signed in and out.

Employees using their own equipment on business should ensure that regular back-ups are taken as it is unlikely that an employee's own insurance will cover any loss of data.

All paper waste must be returned to a Trust or school office location for disposal and confidential shredding, if appropriate. Employees must never put unwanted paper into household waste or in household recycling bins.

It is a condition for Homeworkers that agreement is given by the employees to allow reasonable access to their home for risk assessments, security, auditing and/or to set up BMBC equipment.

4. TELEPHONE EXPENSES/ INTERNET CONNECTION/ INCOME TAX AND NATIONAL INSURANCE IMPLICATIONS

For Occasional Homeworkers the cost of business telephone calls from a private line will be reimbursed subject to the provision of an itemised bill. Employees should complete an expenses claim form.

5. CAR MILEAGE CLAIMS

Occasional Homeworkers:

Any travel between home and the normal place of work is identified as 'normal commuting' and as such any mileage incurred cannot be claimed under the Trust's car allowance scheme.

6. ADDITIONAL EXPENSES INCURRED

There will be no reimbursement for any additional expenses incurred i.e. heating and lighting as a result of Homeworking whether occasional or contractual.

7. PERFORMANCE MANAGEMENT

- 7.1 Headteachers will need to review performance management arrangements operating within teams in the light of Homeworking i.e. methods of communicating, team meetings, one-to-ones, organising workloads, supervision, motivation etc.
- 7.2 Headteachers should pay particular attention to ensuring that employees continue to be motivated, are supported and receive the same opportunities as other non-Homeworking team members in respect of training and development. Agreement needs to be reached about frequency and timing of regular communications to discuss targets, goals and objectives.
- 7.3 Headteachers are responsible for ensuring that employee's progress whilst working at home is monitored and that any problems that arise are addressed in a timely, fair and consistent manner.
- 7.4 The key to making Homeworking succeed is to accept that visible presence is often a poor guide to a person's productivity. Output can be measured wherever a person is located and if trust is lacking then this is a problem wherever the employee is working.

8. MANAGEMENT ARRANGEMENTS

The management of Homeworking whilst not significantly different to managing employees in an office location, requires a number of issues to be considered:

- The need for a Homeworking Risk Assessment.
- Regular reviews of safe working practices.
- Regular reviews of work flow output.
- Effective performance management arrangements, including regular one-to-one reviews and appraisals.
- Ensuring personal development plans take into account the needs of Homeworkers.
- Having appropriate measures for notifying absence and illness.
- Maintaining a dialogue with Homeworkers.
- Ensuring that team communications recognise the differing needs of Homeworkers.
- Respecting personal privacy, particularly during non-working times and days.
- Agree emergency protocols (if needed) in advance.
- Whilst Homeworkers explicitly agree to Management visits for risk assessments and security audits, these should be conducted with dignity and respecting the privacy of the Homeworker and other members of the household.