



## FLEXIBLE WORKING POLICY

Responsible for policy	Head of HR
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# Flexible Working Policy and Procedure

## **1. Scope**

These provisions are available to employees in the Romero Catholic Academy (meeting relevant eligibility criteria). It must be noted that the availability of flexible working within a school environment may be restricted by the very nature of work within schools and/or employees' conditions of service.

## **2. Introduction**

Flexible working is about providing employees with the opportunity to manage their work-life balance through different ways of working whilst ensuring that we deliver quality services to our community. An employee does not have a right to work flexibly but has a right to request to do so.

## **3. Background**

The Academy's flexible working provisions meet by both legislative and service requirements. The flexible working provisions also reflect those set out in the National Conditions of Service.

## **4. Eligibility**

In order to be eligible to request flexible working you must:

- be an employee of the Romero Catholic Academy
- have at least 26 weeks' continuous employment with the Company at the date the application is made
- not have made a request under the statutory scheme for at least 12 months

## **5 Scope of a request**

If you are an eligible employee you have a legal right to request:

- a change to your hours of work
- a change to the times you are required to work

- a change to your place of work.

The Academy will also consider requests for other forms of flexible working under this policy.

Any change to your terms and conditions made as a result of a flexible working request will be permanent, unless we agree to a temporary variation.

## **6. Provisions and definitions**

6.1 The Flexible Working provisions offer different ways of working. These are Jobshare, Part-time working, Term time working, Right to Request Flexible Working, Carers Rights to Request Flexible Working, Annualised Hours (usually applied to a specific work group for service delivery reasons), Career Break Scheme (support staff only) and Flexitime/Banked Hours (available to employees where the Flexitime/Banked Hours scheme is in operation).

### **6.2 Jobshare**

Jobshare involves two part-time employees sharing the duties of a post normally done by one. It allows the employees the opportunity to work at all levels in the organisation where jobs are designated full-time. All the benefits i.e. leave and pay are divided between the two jobsharers proportionately. Jobshare also gives the employee the option to choose the hours, time and days they wish to work subject to agreement with their potential jobshare partner and line manager.

A vacant job can be considered for jobshare or existing employees may request to share their own jobs. All jobs are open to job sharers except where jobs have been exempted and all advertisements will state this (See Appendix A). Contact your HR Recruitment Team for further advice on exemptions.

### **6.3 Part-time Working**

Employees may request to reduce the number of hours they want to work. The definition of part-time working is: one employee doing a defined job in defined contractual hours of less than 37 (support staff) and receiving pro-rata pay and benefits.

#### 6.4 Term-time Working

Term time working allows employees in some posts to work during school term-time only. Annual Leave is calculated pro rata to the weeks worked. The annual salary is based on actual hours worked plus the pro rata annual leave entitlement. The annual salary is then paid in 12 monthly payments. Annual leave periods are therefore pre-determined and leave may not normally be taken during term time. (For further guidance contact HR.)

### 7. Application Procedures

To apply, all employees will have to complete the Flexible Working Scheme request form (attached).

Flexible Working requests should be approached with reasonableness in mind, as it is not in all circumstances that the full range of options may be available. For example, where an employee works within a small team, applicants are encouraged to think of the impact that flexible working may have on both colleagues and service provision. Every effort should be made to grant a request where this is feasible and refused only where there is a business reason for doing so.

The employee must complete the application form.

- The employee must forward one copy of the application form to their Principal and one copy to HR at [HR@romero.coventry.sch.uk](mailto:HR@romero.coventry.sch.uk)
- Within 28 days of receiving the application form a meeting will be convened with the employee, Principal/employee's manager, HR (as required), and a Trade Union Representative (if requested by the employee). The Principal/Manager should discuss with HR prior to the meeting taking place that they are likely to reject. A HR Representative may attend the meeting.
- Within 14 days of this meeting, a reply in writing will be sent to the employee outlining the decision.
- If the request has been **approved**, this will be confirmed in writing and a revised contract of employment issued.
- If the request has been **rejected**, this will be confirmed in writing, with an explanation as to why the request was rejected.

- The employee will have the right to **appeal** against this decision to the School. This should be in writing within 14 days of receipt of the rejection notification.
- Within 14 days of receipt of the written appeal, the Principal and all the other parties involved will meet to discuss the appeal. The appeals process is designed to encourage both parties to reach a satisfactory outcome.
- If the employee is not satisfied with the outcome of the appeal they have the recourse to the school's grievance procedure.

## **8. Reasons for Refusing a Request/Application**

If your request is refused, the written notice will identify on which of the permitted grounds (listed below) the application was refused. The letter will also provide an explanation as to why those grounds apply, and set out the appeal procedure.

The application may be refused on one or more of several grounds, these being that the proposed changes will result in:

- a burden of additional cost
- a detrimental effect on ability to meet customer demand
- an inability to re-organise work among existing staff
- an inability to recruit additional staff
- a detrimental effect on quality
- a detrimental effect on performance
- an insufficiency of work during the periods you propose to work
- a planned structural change

In deciding whether the above grounds are met, a wide range of criteria will be taken into account, including (by way of example only) the following:

- the Academy's business needs
- the suitability of the job for the flexible arrangements proposed, eg the nature of the work, the hours needed and the need for continuity and consistency
- the current balance of full-time and part-time employees and other flexible working arrangements within the department or team
- the feasibility of covering the remaining hours.

## **9 Withdrawal of application**

The Academy can treat an application as withdrawn under the statutory provisions where you have:

- notified your manager, orally or in writing, that the application is withdrawn
- without reasonable cause, failed more than once to attend a meeting or appeal meeting
- without reasonable cause, refused to provide your manager with information required in order to assess whether the contract variation should be agreed to.

Your manager will confirm the withdrawal of the application to you in writing unless you have already provided written notice of the withdrawal. You will not be entitled to make another formal application until 12 months after your original request.

# Appendix A

## Job Share Information

### **1. Principles**

1.1 All jobs are open to job sharers unless they have been exempted. There are two main events which will make it necessary to consider the suitability of a job sharing arrangement:

- When a job becomes vacant or
- When existing employees request to share their own jobs

1.2 The criteria for exemption are the same, irrespective of whether consideration has been made because of a request from an employee or a vacancy occurs. Exemption is only granted where the operational requirements of the job mean that sharing is not practicable for good business reasons. For example, if the jobholder has to be residential on site it may not be appropriate for the accommodation to be shared. However, if there are two lots of accommodation available then the job could be shared.

1.3 Given that the operational requirements of most jobs will be different, each request for exemption will be considered on its merits. The Principal will consider if jobs are to be exempted.

### **2. Application to Jobshare**

To make an application to jobshare, employees should follow the procedures in the above guidance.

### **3. Filling Vacancies on a job sharing basis**

3.1 The Academy is committed to job sharing and all jobs are open to job sharers unless a job has been exempted.

3.2 The standard "Information for Applicants" package has a basic statement on the availability of job share, which will be issued to all candidates.

3.3 Applications from potential job sharers will be considered entirely on their merits alongside those from "full-time" candidates. It is not necessary for those applying for appointment on a job share basis to do so in conjunction with a possible job share partner.

3.4 It is recommended that applicants be individually interviewed to assess suitability, even where a joint application is made. This does not, however, preclude seeing the applicants together once the interviews have been held.

3.5 The decision of an appointment panel will be based on the candidate's suitability for the job. The offer of appointment and contract of employment will reflect the outcome of considerations about practical working arrangements as set out below.

#### **4. Working Arrangements for jobshare.**

4.1 The alternative patterns of work that job sharers may normally be expected to use are: -

**Split day** – one sharer works each morning each week while the other works each afternoon;

**Split week** – one works the first half of the week while the other works the second half;

**Alternate weeks** – one works one week while the other works the next week.

#### **N.B. Teachers and Support Staff may put forward options which they consider can work effectively**

4.2 Other patterns of work are quite acceptable if mutually agreed by the School/Academy and the sharers. The factors that will influence the choice will be the nature of the job share arrangement (i.e. whether the whole job is being shared or whether it is being split into two separate components), the need for communication between the job sharers (and thus the need for some overlap time), the degree of repetition in the work of the job and the domestic circumstances of the employees concerned.

4.3 Good communication between partners is essential for job sharing to be successful and it will be necessary for the supervisor and the job sharers to develop effective methods of communication. There

are various methods available which include the use of written notes, dictating machines, message books, etc.

4.4 It is essential to note that the total hours worked must not exceed those of the established full-time job.

4.5 If one sharer leaves, the school should consider the options open to, and discuss the matter with, the remaining sharer. If the remaining sharer wants to be appointed to the job full-time, then it is not necessary to advertise the job. The remaining job sharer should be able to make a decision on working full-time fairly quickly. However, they may need a longer period to make the necessary adjustments for family commitments (e.g. child care arrangements). Overall the concept of a reasonable response time applies to both employer and employee. If the jobshare vacancy needs to be filled, then it will be advertised in the usual way.

4.6 The remaining sharer may be willing and able to work full-time for the period whilst recruitment takes place. If so, the employee would be paid for additional hours worked (at plain-time rate). It is important to recognise that this is voluntary – no pressure should be placed on the sharer to cover the additional hours. It is equally important that the remaining sharer should not be pressurised to cope with more than a fair share of the workload in the hours he/she is working.)

4.7 The remaining job sharer may wish to nominate a new job share partner for consideration. This is acceptable provided the opportunity is first advertised to the wider community to prevent the possibility of indirect discrimination and appointment by "word of mouth". The nominated job sharer would also need to satisfy all usual selection criteria and undergo the same selection procedures as all other applicants.

4.8 Where no suitable jobsharing partner can be found, within six months and after two advertisements, the Principal and HR, as required, will discuss the matter with the employee and his/her representative. If the employee is unable to work full-time, then the employee's situation will be managed under the Academy redeployment procedure.

## **5. Salary and conditions for job sharers/part-time workers will be pro rata to the hours of work.**

### **5.1 Grade, Salary and Incremental Promotion**

The full grade range for the job applies. Salary is pro rata to the hours worked, but individual sharers may be on different points within the scale according to their personal grading. According to the appropriate conditions of service, increments will continue to be given annually, on the same basis as applies to full-time employees. Progression through any career structure is also on the same basis as that which applies to full-time employees.

## **5.2 Promotion**

It is the wish of the Academy that most jobs will be advertised as open to job share at all grading levels. It is expected that this will provide promotion opportunities for existing job sharers and for those full-time employees seeking both promotion and a job share arrangement. Such applications may be made individually or with a partner.

## **5.3 Training**

Training opportunities will be available to job sharers consistently with full time workers. Access to internal or external training must not be withheld on the basis of the employee's reduced working hours.

According to the appropriate conditions of service, financial assistance under the Post Entry Training Scheme (as adopted) will be as for a full-time employee. Entitlement to time off will be calculated pro rata (e.g. for study leave and attendance at college).

## **5.4 Sick Leave**

The normal sick pay provisions apply. Pay during sickness absence is based on standard earnings (pro rata to hours worked) and entitlement is based on length of service in the same way as it applies to full-time employees.

## **5.5 Annual Leave**

Any entitlement is calculated pro rata to hours worked and may be best expressed and recorded in terms of hours taken. Entitlement will be based on the individual's length of service.

## **5.7 Statutory Holidays**

The statutory holidays will be shared between the job sharers, pro rata to hours worked by mutual consent and with agreement of the School, subject to the same rules which apply to full-time employees.

**(NB** the total entitlement must not exceed that which would apply had the job been a full-time job.)

**According to the appropriate conditions of service, part-time workers will receive an allocation for statutory holidays within their annual leave entitlement.**

#### **5.8 Car Allowance**

Sharers occupying a job for which a casual user allowance is normally payable are able to claim the relevant mileage rate.

#### **5.9 Maternity**

Job sharers workers are entitled to the appropriate conditions of service' maternity provisions.

#### **5.10 Flexible Working Hours Scheme**

The flexible working hours scheme (as adopted) applies to job sharers workers in the same way as full-time employees, with time off pro rata to the full-time equivalent. However, where half days are worked in the mornings Job Sharers may not work after 1.00pm and Job Sharers working afternoons may not start before 1.00pm.

#### **5.11 Overtime**

Overtime at enhanced rates can only be paid after a job sharer/part-timer has completed full-time hours in a week. The application of the overtime provisions will be the same as for full-time employees.

#### **5.12 Contract of Appointment**

Each job sharer will hold an individual contract of employment. The jobholder's title will be that given to the full-time job with the endorsement "(job-share)" – e.g. Librarian (Job-Share). The hours to be worked will be individually stated for each partner. (Total hours must not exceed the established full-time job.)

#### **5.13 Job Description**

The job description will be that prepared for the full-time job – with any necessary additions to reflect agreements reached where overlap/continuity and/or split tasks are required.

#### **5.14 Employee Performance Appraisal / Personal Development Review**

Any Performance Appraisal /Personal Development Review will apply to each job sharer where the full-time job is governed by such a scheme.

#### **5.15 Length of Service**

According to the appropriate conditions of employment, and for the purpose of assessing eligibility for increases in annual leave, sickness leave, etc., service is not considered pro rata, e.g. an employee commencing service in 1997 will be deemed to have 5 years service in 2002.

#### **5.16 Recruitment and Retention Incentives**

Any benefits arising from recruitment and retention measures shall be shared between the job sharers on a pro rata basis. Any supplementary payment, which is subject to individual performance in post, will be assessed individually.

## **Appendix B**

### **Part-time Working.**

#### **1 Applications for part-time working under the Flexible Working provisions**

1.1 Employees may put forward proposed patterns of work taking account of the needs of the service and their own needs in respect of work life balance.

1.2 Patterns of work are acceptable if mutually agreed by the School/individual.

#### **2. Salary and conditions for part-time workers will be pro rata to hours worked**

With the exception of the explanatory notes below all other terms and conditions of employment for part-time employees will be pro rata those for full-time employees

##### **2.1 Grade, Salary and Incremental Progression**

The full grade range for the job applies. Salary is pro rata to the hours worked. For support staff, Increments continue to be applied annually, on the same basis as applies to full-time employees.

##### **2.2 Training**

Training opportunities will be available to part-time employees consistently with the full-time employees. Access to internal or external training will not be withheld on the basis of the employee's reduced working hours. If a part-time employee attends a training course on a day that he/she would not normally work, then time in lieu should be granted or the normal hourly rate paid for the hours of attendance.

##### **2.3 Sick Leave**

The normal sick pay provisions apply, according to the appropriate conditions of service. Pay during sickness absence is based on standard earnings (pro rata to hours worked) and entitlement is based on length of service accrued in the same way as it applies to full-time employees.

#### **2.4 Annual Leave (Support Staff)**

Entitlement is calculated pro rata to hours worked and may be best-expressed and recorded in terms of hours taken. Entitlement will be based on the employee's length of service.

#### **2.5 Statutory and extra statutory holidays**

Statutory and extra statutory holidays will be pro rata to hours worked, subject to the same rules, which apply to full-time employees and may be best expressed and recorded in terms of hours taken.

#### **2.6 Car Allowance**

Part-time employees occupying a job for which a casual car user allowance is normally payable are entitled to claim the relevant mileage rate.

#### **2.7 Flexible Working Hours Scheme**

The flexible working hours scheme, if applicable to the establishment, applies to part-time employees in the same way as full-time employees, with time off pro rata to the full-time equivalent.

#### **2.8 Overtime**

Overtime at enhanced rates can only be paid after a part-time employee has completed full-time hours in a week. The application of the overtime provisions will be the same as for full-time employees.

#### **2.9 Pension Scheme**

The pension banding (for West Midlands Pension Scheme) applied to part-time employees is based on the full-time equivalent salary.

## Flexible Working Application / Request Form

### DATA PROTECTION ACT 1998

The personal details you provide will enable the Academy to perform its obligations under the contract of employment and to monitor access to flexible working.

### Employee's Details

Name \_\_\_\_\_ School \_\_\_\_\_

ID Number \_\_\_\_\_ Job Title \_\_\_\_\_

Home Address \_\_\_\_\_ Tel Number \_\_\_\_\_

Employee's Current Working Pattern \_\_\_\_\_

Principal/Manager's Name \_\_\_\_\_

Job title (as appropriate) \_\_\_\_\_

School \_\_\_\_\_

Tel Number \_\_\_\_\_

### Flexible Working pattern applied for (Please Tick)

Change of Location  Different hours/working pattern

Part-time  Job share  Term time working

Other (please specify) \_\_\_\_\_

**For all applications:**

**Please provide details of preferred working hours /weeks/location.**

Please state when you wish this working pattern to start. Date \_\_\_\_\_

**Please explain in detail your reasons for applying for a new work pattern. You may continue on another sheet if necessary.**

Signature \_\_\_\_\_

Date \_\_\_\_\_

**Please send a copy of this form to your Principal and one copy to HR at [HR@romero.coventry.sch.uk](mailto:HR@romero.coventry.sch.uk)**

## Initial Equality Impact Assessment Screening

Name of Policy	Flexible Working Policy and Procedure
Date of Assessment	1 <sup>st</sup> June 2017
Author of Equality Impact Assessment	Dal Youssef
Aims and objectives of Policy/ Service:  The purpose of this policy is to provide details on the process for all employees who meet the eligibility criteria, who wish to exercise their statutory right to request flexible working.	

**Potential Impact On** (briefly state why):

<b>Race</b>	Yes	<input type="checkbox"/>	No	X
<b>Disability Groups</b>	Yes	<input type="checkbox"/>	No	X
<b>Sex</b>	Yes	<input type="checkbox"/>	No	X
<b>Gender reassignment</b>	Yes	<input type="checkbox"/>	No	X
<b>Age</b>	Yes	<input type="checkbox"/>	No	X
<b>Sexual orientation</b>	Yes	<input type="checkbox"/>	No	X
<b>Religious and belief</b>	Yes	<input type="checkbox"/>	No	X
<b>Marriage and civil Partnerships</b>	Yes	<input type="checkbox"/>	No	X
<b>Pregnancy and maternity</b>	Yes	<input type="checkbox"/>	No	X

Are there any adverse/negative effects of this policy/service that could contribute to inequality?

Yes  No X

Is there any impact of positive promotion of equality of opportunity?

Yes X No

**Eligible staff will be treated fairly and consistently**