



Flexible Working Policy and Procedure

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Good Practice
Sandra Fawcett

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Definitions

In this Flexible Working Policy and Procedure, unless the context otherwise requires, the following expressions shall have the following meanings:

- I. **'The Romero Catholic Academy'** means the Company named at the beginning of this **Flexible Working Policy** and Procedure and includes all sites upon which the Company is undertaking, from time to time, being carried out. The Romero Catholic Academy includes; **Corpus Christi, Good Shepherd, Sacred Heart, Blue Sky, SS Peter and Paul, St Gregory, St John Fisher, St Patrick, Cardinal Wiseman, Shared Services Term.**
- II. **'Romero Catholic Academy'** means the Company responsible for the management of the Academy and, for all purposes, means the employer of staff at the Company.
- III. **'Board'** means the board of Directors of the Romero Catholic Academy.
- IV. **'Chair'** means the Chair of the Board or the Chair of the Local Academy Committee of the Academy appointed from time to time, as appropriate.
- V. **'Clerk'** means the Clerk to the Board or the Clerk to the Local Academy Committee of the Academy appointed from time to time, as appropriate.
- VI. **'Catholic Senior Executive Leader'** means the person responsible for performance of all Academies and Staff within the Multi Academy Company and is accountable to the Board of Directors.
- VII. **'Companion'** means a willing work colleague (not family member) not involved in the substance of the employee's performance issues under review by this Appraisal Policy and Procedure, or an accredited representative of a trade union or other professional association of which the employee is a member, who should be available for the periods of time necessary to meet the timescales under this Disciplinary Policy and Procedure.
- VIII. **'Diocesan Schools Commission'** means the education service provided by the diocese, which may also be known, or referred to, as the Birmingham Diocesan Education Service.
- IX. **'Local Academy Committee'** means the governing body of the School.
- X. **'Academy Committee Representatives'** means the governors appointed and elected to the Local Academy Committee of the School, from time to time.
- XI. **'Principal'** means the substantive Principal, who is the person with overall responsibility for the day to day management of the school.
- XII. **'School'** means the school or college within The Romero Catholic Academy and includes all sites upon which the school undertaking is, from time to time, being carried out.
- XIII. **'Shared Services Team'** means the staff who work in the central team across the Company (e.g. HR/ Finance)
- XIV. **'Vice-Chair'** means the Vice-Chair of the Governing Body elected from time to time.
- XV. **'Full time'** is defined as an employee working 37 hours a week, 52 weeks a year.

1. Scope of procedure

These provisions are available to all 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. There is however no automatic right to flexible working, **only** the right to request a flexible working arrangement.

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.

The flexible working request will be reviewed after 6 months, and at this point will then be made permanent and at that point any changes to your terms and conditions will be made.

6. Provisions and definitions

6.1 **Flexible Working provisions** offer different ways of working. These are Jobshare, Part-time working, Term time working, Annualised Hours (usually applied to a specific work group for service delivery reasons), and Flexitime/Banked Hours (available to employees where the Flexitime/Banked Hours scheme is in operation).

Where a flexible working arrangement is proposed the Academy will take into account a number of criteria including (but not limited to) the following:

- the continuity of education for students
- the school timetable;
- the structure of the department or the school as a whole, e.g. the number of existing part-time staff;
- how the reduction in hours can be accommodated, e.g. is there a part-time employee who would welcome more hours, is it necessary to recruit someone else?
- other staffing issues, e.g. level of vacancies;
- other school initiatives, e.g. impending OFSTED inspection may delay the start of reduced hours;
- the impact on other staff
- management responsibilities;
- whether or not it is necessary to reallocate certain duties.

6.2 **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.

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)

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 hours per week (support staff) or less than 25 hours per week (teaching staff) and receiving pro-rata pay and benefits.

6.4 **Term time working (Support Staff)** - allows employees in some posts to work during school term-time only. Annual Leave and entitlement to bank holiday 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 included in your pro rata salary. Therefore there is no further entitlement to annual leave.

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 and not all flexible working arrangement 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.

Employees need to be aware that the Principal will determine staffing requirements on the basis of an academic year or a term by term basis. It would therefore be helpful if requests take account of this and are made to coincide with these natural divisions within the school year.

- The employee must complete the application form at the end of this document.
- The employee must forward one copy of the application form to their Principal and one copy to HR at hr@romeromac.com
- Within 28 days of receiving the application form a meeting will be convened with the employee, Principal/employee's manager, HR Business Partner, and a Trade Union Representative (if requested by the employee). The Principal/Manager should discuss with HR prior to the meeting, the possible outcomes including rejection of the application.
- 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 Chair of the LAC. This should be in writing within 14 days of receipt of the rejection notification.
- Within 14 days of receipt of the written appeal, The Chair of the LAC will meet with the employee, Principal/Manager, HR Business Partner and a Trade union representative (if requested by the employee). The appeals process is designed to encourage both parties to reach a satisfactory outcome.
- Within 14 days of this meeting, a reply in writing will be sent to the employee outlining the decision of the appeal.

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 based on one or more of the following reasons;

- a burden of additional cost to the school
- a detrimental effect on ability to meet the needs of the school and the students
- 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.

10. Monitoring and Review

The Board of Directors delegate the implementation of this policy to the Academy Committee. This policy will be reviewed by CC2 Strategy, People and Organisational Development.

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 job share

To make an application to job share, employees should follow the procedures regarding flexible working above.

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 job share

- 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.

Teaching staff requesting job share will need to be mindful of the teaching timetable in their school which will dictate work patterns available.

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 fulltime 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 fulltime 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. 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 & Bank Holidays (Support Staff only)** - Any entitlement is calculated pro rata to hours worked and if term time only, weeks worked. Annual leave for term time only support staff is included in their pro rata salary.
- 5.6 **Car Allowance** - Sharers occupying a job for which a casual user allowance is normally payable are able to claim the relevant mileage rate.
- 5.7 **Maternity** - Job sharers workers are entitled to the appropriate conditions of service' maternity provisions.
- 5.8 **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.
- 5.9 **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 fulltime job.)
- 5.10 **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.
- 5.11 **Employee Performance Appraisal / Personal Development Review** - Any Performance Appraisal /Personal Development Review will apply to each job sharer where the fulltime job is governed by such a scheme.
- 5.12 **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.
- 5.13 **Recruitment and Retention Incentives** - Any benefits arising from recruitment and retention measures shall be shared between the job sharers on a pro rata basis.

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.

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

- 1.3 **Grade, Salary and Incremental Progression** - The full grade range for the job applies. Salary is pro rata to the hours worked. For support staff and teaching staff Increments continue to be applied annually, subject to performance review on the same basis as applies to full-time employees.
- 1.4 **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
- 1.5 **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.
- 1.6 **Annual Leave & Bank Holidays (Support Staff only)** - Any entitlement is calculated pro rata to hours worked and if term time only, weeks worked. Annual leave for term time only support staff is included in their pro rata salary.
- 1.7 **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.
- 1.8 **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.
- 1.9 **Pension Scheme** - The pension banding (for West Midlands Pension Scheme) applied to part-time employees based on Actual salary and pension entitlement is worked out under a Career Average Scheme (CARE)

Flexible Working Application / Request Form

DATA PROTECTION ACT 2018

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 _____

Payroll Number _____ Job Title _____

Home Address _____

Tel Number _____

Current Working Pattern

Principal/Manager's Name _____

Job title (as appropriate) _____

School/SST _____

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 _____

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/Line Manager and one copy to HR at hr@romeromac.com

Initial Equality Impact Assessment Screening Name of Policy Flexible Working Policy & Procedure

Date of Assessment: 30th August 2019

Author of Equality Impact Assessment: Sarah Shirley

Aims and objectives of Policy: 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):				
Sex	Yes		No	
Comments:	It is more likely, as evidence has shown, that flexible working requests are made by women. Women should not be treated unfairly or unequally by exercising their statutory right to request flexible working.			
Disability Groups	Yes		No	
Comments:				
Race	Yes		No	
Comments:				
Gender reassignment	Yes		No	
Comments:				
Age	Yes		No	
Comments:				
Sexual Orientation	Yes		No	
Comments:				
Religious Belief	Yes		No	
Comments:				
Marriage and Civil Partnerships	Yes		No	
Comments:	N/A			
Pregnancy and Maternity	Yes		No	
Comments:	A woman returning following maternity leave is more likely to request flexible working. Therefore this could contribute to inequality if her request is not granted but another person's request is.			
Are there any adverse/negative effects of this policy/service that could contribute to inequality?	Yes, flexible working requests could be received from any member of staff, regardless of them having a protected characteristic or not.			