

## FLEXIBLE WORKING POLICY

(incorporating Job Sharing, Secondments,  
 Time Owing and Career Breaks)

Version:	v 4
Ratified by:	Senior Managers Operational Group
Date ratified:	May 2014 and due to changes in legislation November 2014
Title of originator/author:	HR Business Partner
Title of responsible committee/group:	Regulation Governance Group
Date issued:	<b>June 2014 and November 2014</b>
Review date:	<b>April 2017</b>
Relevant Staff Groups	All staff

**This document is available in other formats, including easy read summary versions and other languages upon request. Should you require this please contact the Equality and Diversity Lead on 01278 432000**

## DOCUMENT CONTROL

<b>Reference Number</b> /Nov14/FWP	<b>Version</b> 4	<b>Status</b> Final	<b>Author</b> HR Business Partner
<b>Amendments</b>	Amendments to policy in light of changing legislation effective 30 06 14		
<b>Document objectives:</b> The purpose of this policy is to ensure a fair and consistent approach is taken when staff request to work flexibly, or take employment / career breaks, or internal / external secondments, or accrue and book time owing, whilst ensuring that the service suffers no detriment as a result.			
<b>Intended recipients:</b> All Trust Staff			
<b>Committee/Group Consulted:</b> JMSSCC			
<b>Monitoring arrangements and indicators:</b> See relevant section in policy.			
<b>Training/resource implications:</b> See relevant section in policy.			
<b>Approving body and date</b>	Regulation Governance Group	Date: May 2014	
<b>Formal Impact Assessment</b>	Impact Part 1	Date: April 2014	
<b>Clinical Audit Standards</b>	No	Date: N/A	
<b>Ratification Body and date</b>	Senior Managers Operational Group	Date: May 2014 November 2014	
<b>Date of issue</b>	June 2014 and November 2014		
<b>Review date</b>	<b>April 2017</b>		
<b>Contact for review</b>	Head of HR Operations		
<b>Lead Director</b>	Director of Human Resources and Workforce Development		

## CONTRIBUTION LIST Key individuals involved in developing the document

Name	Designation or Group
Jenny Turton	Head of HR Operations
Andre Frullo	Director of Human Resources and Workforce Development
All Group Members	Joint Policy Review Group and JMSSCC
All Group Members	Regulation Governance Group
All Group Members	Senior Managers Operational Group
Andrew Sinclair	Equality and Diversity Lead

## CONTENTS

<b>Section</b>	<b>Summary of Section</b>	<b>Page</b>
Doc	Document Control	2
Cont	Contents	3
1	Introduction	4
2	Purpose & Scope	4
3	Duties and Responsibilities	4
4	Explanations of Terms used	6
5	Flexible Working	6
6	Job Sharing	9
7	Secondments	12
8	Career Breaks	15
9	Time Owing	18
10	Training Requirements	18
11	Equality Impact Assessment	19
12	Monitoring Compliance and Effectiveness	19
13	Counter Fraud	19
14	Relevant Care Quality Commission (CQC) Registration Standards	19
15	References, Acknowledgements and Associated documents	19
16	Appendices	19
Appendix A	Application to Work Flexibly	20
Appendix B	Application for a Career Break	22
Appendix C	Time Owing Record Sheet	24

## **1. INTRODUCTION**

- 1.1 Somerset Partnership NHS Foundation Trust (herein known as the Trust), is keen to ensure that our employees are developed and retained in order to provide a high quality service to our service users. This is achieved by balancing the need to enable staff to work flexibly, or take a planned/agreed break from their employment, with the overarching need to provide an efficiently run, effectively staffed and high quality, safe service.
- 1.2 The Trust recognises that there may be times when you need to take a long-term or short-term break from your role for personal reasons, or request to undertake another role, either within the Trust or via an external organisation, as part of working flexibly and/or to support your continuing professional development.
- 1.3 This policy sets out the formal parameters for you to request a flexible working arrangement, the commitment of the Trust to carefully consider such requests, together with identification of the various types of flexible working currently seen within modern day employment settings.

## **2. PURPOSE AND SCOPE**

- 2.1 The purpose of this policy is to ensure a fair and consistent approach is taken when staff request to work flexibly or take employment / career breaks, or internal / external secondments, and to receive recompense for accruing hours worked above and beyond contracted terms, whilst ensuring that the service suffers no detriment as a result.
- 2.2 This policy applies to all employees in receipt of a contract within the Trust.
- 2.3 All contracted employees of the Trust are able to apply for any of the schemes covered in this policy, however an application does not mean that your request will be granted. Section 5.4 describes this in more detail.

All flexible working requests must be completed within a period of three months from first receipt, including any appeals, unless an extension to this period of time is mutually agreed by the line manager and employee making the request.

## **3. DUTIES AND RESPONSIBILITIES**

### **3.1 Line Managers are responsible for:**

- considering requests from staff fairly and consistently and in accordance with the requisite timeframes.
- making sure the wider impact of requests are considered and discussed with their Divisional Head/ Head of Service.
- seeking advice and support from the Human Resources Team.
- advising the employee making a request of the reasons for agreement and/or refusal.
- managing a Career Break or Secondment, by regular monitoring and

staying in touch whilst the employee is away.

- negotiating arrangements for the employee's substantive role/work responsibilities to be covered.
- negotiating the length of time of the arrangement.
- determining the arrangements for the employee's return to their substantive post, or a suitable alternative position, at the end of the arrangement.
- identifying the need for staff to work in excess of their contracted hours, seeking the appropriate authority and agreement of the individual employee, and managing their associated 'time owing' when worked;
- completing the necessary paperwork for self, Payroll and Human Resources.
- maintaining a regular review of flexible working arrangements on an annual basis.

### **3.2 Employees are responsible for:**

- making a formal written request to 'work differently', with as much advance notice as possible.
- ensuring that any requests made under this policy are fair and reasonable
- keeping in regular contact with your line manager whether on a Career Break or on a Secondment (both inside and outside of the Trust).
- contacting your line manager before returning from an agreed break.
- complying with information requests from your line manager.
- agreeing to the length of time of a Secondment / Career Break with your line manager.
- notifying your line manager of any change affecting your Secondment or Career Break such as a request to shorten or lengthen your time away.  
NB the Trust does not have to approve such requests.
- seeking the necessary advice from your Pensions Advisor regarding the impact a flexible working arrangement may have on you prior to application.
- booking time owing in a timely manner and taking this back within an eight week period of the time being worked, unless agreed by your manager

### **3.3 The Human Resources Team are responsible for:**

- advising line managers about how to apply this policy and its associated procedures.
- maintaining a database of who is on a Career Break or Secondment, and the details of where they are, date of expected return etc. with the appropriate timeframes with for review (if appropriate).
- retain records of all formal requests from staff to work flexibly.
- advising employees who ask, of how to use this policy and associated procedures should they wish to make a request.
- supporting line managers in confirming arrangements with staff in writing.

#### 4. EXPLANATIONS OF TERMS USED

- **Flexible Working** - any working pattern adapted to suit the needs of staff, including a change in the number of hours worked each week; and/or a change to the times/days on which they are worked.
- **Flexi-Time** – a system which allows employees, by agreement, to vary their working hours around their core hours of work.
- **Career Break** – a break from employment on a long term basis, usually without undertaking paid employment elsewhere.
- **Internal Secondment** – a time limited period covering a role within another team in the Trust – terms and conditions may be different to the secondee’s substantive post. This is usually set up for the continuing professional development of the individual secondee and for the benefit of the organisation, with agreed timeframes to return to your original post.
- **External Secondment** – a time limited period covering a role in another organisation, reimbursed by that organisation, and usually set up for the continuing professional development of the individual secondee and for the benefit of the other organisation, with agreed timeframes to return to your original post.
- **Time Owing** – hours accrued on an ‘exceptional basis’, above and beyond contractual hours, with prior agreement by employee and line manager

#### 5. FLEXIBLE WORKING

- 5.1 The Trust recognises the benefits that can come with flexibility in the work place. In fact it has been identified that workers on flexible contracts tend to be more emotionally engaged, more satisfied with their work, more likely to speak positively about their organisation and less likely to leave.
- 5.2 Flexible working enables employees to achieve a better work-life balance and this includes all aspects of an individuals’ life including religious observance

5.3 Flexible working can take many forms, for example:

- **Part-time working:** work is generally considered part-time when employers are contracted to work anything less than full-time hours.
- **Term-time working:** a worker remains on a permanent contract but can take paid/unpaid leave during school holidays.
- **Job-sharing/job splitting:** a form of part-time working where two, (or occasionally more), people share the responsibility for a job between them. Job splitting occurs when the work of one post is split into two separate part time posts, with separate tasks and little or no shared responsibilities.
- **Flexi-time:** allows employees to work, within certain set limits, around core hours of work e.g. coming in early/working late. It can also provide for a reasonable number of authorised hours, worked over contracted hours, to be 'banked' as a credit and taken at a later date, to suit both the employer and employee.
- **Compressed hours:** compressed working weeks (or fortnights), do not necessarily involve a reduction in total hours worked. The central feature is reallocation of work into fewer and longer blocks during set periods / weeks.
- **Annualised hours:** a defined number of hours worked over whole year, worked flexibility in agreement.
- **Working from home on a regular basis:** workers regularly spend time working from home.
- **Mobile working/teleworking:** this permits employees to work all or part of their working week at a location away from the employer's workplace.

The list above is not exhaustive.

### **The Legal Position**

5.4 The Trust is fully committed to considering requests from all staff for flexibility in work, we also have a legal responsibility to consider flexible working requests from all employees, taking into consideration the following points;

- Employees with at least 26 weeks' continuous employment may apply for a flexible working pattern / arrangement.
- Those employees who have not made another application to work flexibly during the preceding 12 months can apply.

### **Making an Application for Flexible Working**

5.5 Should you wish to make a request to work flexibly, you should do so in writing using the appropriate Trust Form (see **Appendix A**).

5.6 You should set out the details of the flexible working arrangement you wish to

have approved and when you would like the new arrangements to commence from.

5.7 You should clarify what effect you think the change will have on your Team/Ward and how, in your opinion, this can be dealt with.

5.8 Once you have submitted your application to work flexibly, your Manager will arrange to meet with you at a mutually acceptable time/place as soon as possible but no later than 28 calendar days, to discuss your request.

You have the right to be accompanied at this meeting by your Union Representative or a colleague/friend.

5.9 If you cannot attend the initial meeting, you should contact your Manager as soon as possible to rearrange and it should, where possible, take place within the following 7 days. If you fail to attend the rearranged meeting, you must provide a reasonable explanation to your Manager. If you do not, they can treat your application as withdrawn and write to you to confirm this status (NB. If you still wish for an application for Flexible Working to be considered you will be required to recommence the application process from step 5.5. with revised dates from when you wish the flexible working arrangement to begin).

5.10 During your meeting, your Manager might make some suggestions about your request. For example, they might suggest an alternative working pattern or a trial period. It is up to you whether you agree to this, however you should be aware that your Manager might be unable to agree to your application but may be able to agree a compromise, so it is important that you also remain flexible in your application.

5.11 In order to fully consider your request, your Manager must take into account a number of business factors, these being;

- The burden of additional direct/indirect costs.
- The detrimental effect on the ability to meet customer demand i.e. the needs of service users.
- The inability to re-organise work among existing staff.
- The inability to recruit additional staff.
- The detrimental impact on quality.
- The detrimental impact on performance.
- The insufficiency of work during the periods you propose to work.
- Planned structural changes.

5.12 Your Manager will write to you as soon as possible but no later than 14 calendar days of your meeting to let you know the outcome of your request. This time limit can be extended if you and your Manager agree.

5.13 If your request is accepted, your Manager will confirm the agreed permanent change to your employment contract and the start date of your flexible working



arrangement, you should then jointly complete a Changes Form which should be sent to Payroll. Where applicable any amended work pattern will be recorded on the E-Roster system (where appropriate). If you request a flexible working pattern which results in you working fewer hours, your pay and annual leave entitlement will reduce accordingly.

- 5.14 If your Manager is not able to support your application, he/she will discuss the reason for their decision with you and follow this up in writing, this will include the business ground(s) for their refusal, an explanation why the business ground(s) apply to your application and they will give you details of your right of appeal against the decision (see **Section 8.31 to 8.35**).
- 5.15 If your Manager is unable to agree to your request to permanently amend your working arrangements they may be able to offer you an alternative temporary arrangement, e.g. a trial period could be agreed, subject to set review periods, in order to ascertain whether your request could be supported in the longer term.
- 5.16 Such an arrangement will not result in a permanent change to your contractual terms however a Changes Form must be completed confirming this time limited arrangement, i.e. it should determine a start date for the temporary agreement and the time frame for its review.
- 5.17 If, at the end of the review period your Manager determines that a permanent flexible working arrangement cannot be supported, they will advise you in writing, this will include the ground(s) for their refusal, and they will give you details of your right of appeal against the decision (see **Section 8.31 to 8.35**).
- 5.18 If your application for Flexible Working is refused you will not be allowed to reapply within 12 months of your previous request being turned down except under exceptional circumstances and with an alternative pattern of work being proposed.

## **6. JOB SHARING**

- 6.1 Job sharing is a form of employment in which the duties and responsibilities of a post, which would normally be held by one person, are shared. The salary and benefits of the post are divided between the job sharers in proportion to the number of hours they work.
- 6.2 Job sharing should not be confused with 'job splitting', which occurs when the work of one post is split into two separate part time posts, with separate tasks and little or no shared responsibilities.
- 6.3 A high level of co-operation and communication between job sharers is essential, and for this reason, job sharing may include provision for overlap time between the two partners to facilitate communication and maintain continuity in the work.
- 6.4 Job sharing is open to all employees and prospective employees. Job sharers do not need to state their reasons for wishing to job share.

### **Existing Employees**

- 6.5 You should submit a request to job share in writing to your line manager using the template form found in **Appendix A**, which should also confirm your preferred pattern of work.
- 6.6 Once you have submitted your application to work flexibly, your Manager will arrange to meet with you at a mutually acceptable time/place as soon as possible but no later than 28 calendar days, to discuss your request.
- 6.7 A written response will be sent to you by your line manager confirming their 'in-principle' agreement within 10 working days of your request, or, if your request cannot be accommodated, the reasons for refusal will be given.
- 6.8 If your request is refused you have the right to appeal against this decision (**see Section 8.31 to 8.35**).
- 6.9 If your request is approved 'in-principle', recruitment can begin to fill the other half of the post, this is subject to the Trust's Recruitment process, and
- The availability of funding to recruit to the other half of the job being made available
  - The post being advertised as a job sharing vacancy
- 6.10 If, after an interview process, no suitable job share partner is found, the post can be re-advertised on one further occasion if you are in agreement to an extension to the period of time for your flexible working request. At this time your preferred pattern of work should be discussed to ensure that all options for flexibility are taken into account.
- 6.11 If the post remains vacant after the second round of recruitment, your request to reduce your working hours would then need to be considered in accordance with the Trust's Flexible Working protocol (see **Section 5**).
- 6.12 If a successful appointment is made for a job share partner you will commence your revised hours/pattern of work at the earliest opportunity based on personal/business needs, this must be discussed and agreed with your Manager.

### **Job Share Agreement**

- 6.13 Your job share agreement will be negotiated between yourself and your Manager and a Changes Form completed and sent to Payroll. This agreement will then be confirmed in writing to you by the Human Resources Department in the form of a revised contract of employment.
- 6.14 When negotiating a job share agreement, in particular the division of duties and sharing of responsibilities, the primary aim is to determine the best method to ensure service delivery and compatibility with both job sharers needs.
- 6.15 The agreement will need to include the following:
- Working arrangements - these can be divided in a number of ways, for example split days, split weeks, alternate days or alternate weeks, depending on the nature of the job and business/client needs.
- 6.16 Factors to consider when agreeing hours / patterns of work:

- Does the job need to be covered every day and within set times?
- A fair distribution of shifts / on call arrangements / out of hours, ensuring these are allocated on a pro rata basis between both job-sharers
- Handover or overlap arrangements (overlap time provides job sharers with the opportunity to pass on information and update each other. Where a high degree of managerial activity is involved, a structured overlap period would be needed.

### **Communication Mechanisms**

- 6.17 In addition to overlap periods, other methods of maintaining communication links should be established, for example shared diaries, a 'bring forward' file and written notes of all meetings held on file. In addition, it may be necessary for job-sharers to occasionally amend their pattern of work should they both be required to attend important meetings / training courses etc.

### **General Terms and Conditions of Employment**

- 6.18 Each job sharer will have an individual contract of employment. All pay and other benefits will be calculated on a pro rata basis according to the hours you work. Your job title, job description and pay band will be the same.
- 6.19 Benefits depending on length of service, including incremental points, sick pay, annual leave and maternity entitlements, will be attributed individually.

### **Annual Leave**

- 6.20 Annual leave entitlement is accrued in accordance with your NHS service and is then calculated on a pro rata basis.
- 6.21 Job sharers may take their leave either at the same time, or at different times, subject to your Manager's agreement, based on the needs of the service.

### **Public Holidays**

- 6.22 Arrangements for sharing Public Holidays will be agreed between the job sharers and their Line Manager on a year by year basis to ensure that a fair division is maintained.

### **Cover for Absences**

- 6.23 There is no requirement for a job sharer to cover for their partners absences due to sickness or annual leave. If you agree to work additional hours for this purpose, then any additional hours worked above those specified in your contract of employment will be paid at plain time (i.e. basic rate), or time off in lieu will be offered. These arrangements must be agreed between yourself and your Manager before any additional hours are undertaken.

### **Replacing Job Sharers**

6.24 As job sharers have distinct and separate contracts of employment, should your partner leave this should not affect your employment. If your job sharer does leave the employment of the Trust, the following procedure will be adopted:

- i) your Manager will seek authority to 'fill' the extra hours,
- ii) if agreement is received you would be offered the option of full time working or altering your working hours, days or pattern of work before the post is advertised.
- iii) if no sharer can be found via the recruitment process you may be required to work the same hours on a part time basis or be transferred to the equivalent hours in a commensurate post.

## **7. SECONDMENTS**

7.1 The Trust recognises that secondment opportunities can offer excellent opportunities for employee's professional development. This can be achieved through staff working in a different role, team or organisation, for a time limited period, to cover a different job to gain valuable new experience.

7.2 The Trust also recognises that the use of a secondment can be a very useful way for posts to be filled on a temporary or short-term basis to benefit both yourself, by enhancing your future career prospects and continued professional development and for the organisation as a whole.

7.3 Secondments can be requested by any Trust employee and who has completed their Induction and Mandatory Training.

7.4 The main criteria for being released on a secondment is whether your manager is able to agree to the request of the secondment, without causing an unacceptable detriment to ongoing service provision.

7.5 Where two Trust Managers are unable to agree specific details of a secondment, such as starting date, length of secondment, induction period, the appropriate Divisional Head/Head of Service should resolve the issue.

### **Making an Application for a Secondment**

7.6 All Trust secondment opportunities will be advertised internally (and will be subject to Succession Planning review once implemented) and, on occasion, advertised to Partner Organisation's. There are also occasions when the Trust supports secondment opportunities from external agencies to be advertised to our staff.

7.7 Prior to applying for either an internal or external secondment, you should speak to your Manager to agree that you can proceed with your application.

7.8 During your discussions you should consider:

- Whether you have completed your Induction and have undertaken all Mandatory Training

- The impact on your Team/Service if you were appointed.
- How the service will be covered during your absence.
- The necessary commencement time frame and duration of the secondment.
- The right for you to return to either your existing job or to another of equal banding.
- The skills and experiences you will gain, which may be useful when returning to your substantive / similar alternative position.
- Your KSF outline and Personal Development Plan.

### **External Secondments**

7.9 Should it be agreed for you to be released from the Trust to undertake a secondment with an external organisation, it will be necessary to enter into a formal written agreement that makes the following points clear:

- relevant names and contact details of those involved
- original and host organisation / team
- payments, salary and invoicing/recharge arrangements, where appropriate
- monitoring arrangements
- start and end date

7.10 It will be necessary for your Line Manager to draw up a secondment agreement in conjunction with the external organisation you are being seconded to. The secondment agreement must stipulate what will happen in the event of, for example, long term absence or persistent short term absence, or conduct or capability matters, and should consider a mechanism for the host organisation to discuss this with the employing Trust.

7.11 Where, through exceptional agreement, your secondment is extended beyond 12 months there must be a written agreement or service level agreement that, in addition to the above, sets out clearly how the employer's liabilities will be allocated and what level of post, terms and conditions you can return to.

### **Other Considerations**

7.12 Should you commence a secondment, you must maintain any relevant professional registration required to undertake your substantive job with the Trust, as well as completing any mandatory training courses or arranging inoculations which you are required to update.

7.13 Should your renewal of Professional Registration and other training requirements become due during the period of your secondment, whether or not you require such registration to undertake your secondment role,

certificates and appropriate documentation must be sought.

- 7.14 On receipt these must be sent to your secondment / substantive Manager, and Human Resources to confirm renewal.
- 7.15 If you are seconded to another organisation you will retain the employment rights afforded to you by your continuous employment with the Trust throughout the period of your secondment.
- 7.16 If there are any concerns regarding your performance/conduct during a secondment, this will be dealt with by the new manager/employer in accordance with their policies.
- 7.17 If this results in the possibility of disciplinary action being taken, the Trust will be involved and will be responsible for investigating the allegations in conjunction with the secondment organisation.
- 7.18 Any disciplinary hearing will be organised and conducted in accordance with the Trust's Disciplinary Procedure.
- 7.19 If the Trust undergoes organisational change during the period of your Secondment, you will be advised of the impact these changes may have on you as part of our commitment to consult with all affected staff.
- 7.20 If, as part of your Secondment, you transfer to the payroll of the external non-NHS organisation, it will not be possible to make pension contributions directly from source to the NHS Pension Scheme. In such circumstances you should seek advice from the NHS Pensions Advisor for the Trust on 01935 385290.
- 7.21 If you have a lease car, your seconding organisation will be responsible for any costs incurred by the Trust in connection with the lease car scheme during the period of your secondment, if you require your car to undertake your seconded role.
- 7.22 If you have a lease car and do not require a car to undertake your seconded duties, you will be responsible for any costs incurred by the Trust in relation to your lease car during the period of your secondment.
- 7.23 If you are in receipt of benefits you should seek advice from the relevant agencies as to whether undertaking a secondment may impact on your personal finances / income.

### **Returning from Secondment**

- 7.24 Where your former post does not exist at the time of your return from Secondment e.g. due to Organisational Change / removal of funding, you will be deemed to be 'at risk' and offered an alternative post with the Trust at the same Band and salary, but not necessarily in same team / location / specialty / directorate. Any such offer of alternative employment will be made in accordance with the Trust's Organisational Change Policy.
- 7.25 If, at the time of your return to the Trust, you have not renewed your Professional Registration, in accordance with the Trust's Professional Registration Policy, and under the terms of your secondment, the Trust will

rely on the provisions laid out in Section 6.3 of the Professional Registration Policy.

## **8. CAREER BREAKS**

- 8.1 This mechanism of flexibility gives all employees of the Trust, with at least 12 months continuous service, the option of applying to leave their employment for an extended period, whilst retaining the right to return to work at a later date.
- 8.2 You may wish to consider making such an application for a variety of reasons e.g. including childcare, eldercare, care for another dependent, training, study leave or work abroad. Other reasons for career breaks will be considered on their merits.
- 8.3 The maximum length of break will be five years whilst the minimum break will be three months. The length of any career break should balance your needs with the needs of the service.
- 8.4 Staff on Career Breaks will not normally be allowed to take up paid employment with another employer except where, for example, work overseas or charitable work could be deemed to be broadening your experience. In such circumstances written authority from the Director of Human Resources is necessary.
- 8.5 If you commence an authorised Career Break, a Changes Form must be completed by you and your line manager and sent to Payroll. You will not be paid your substantive salary, nor accrue the right to incremental progression or other entitlements whilst on your break.
- 8.6 If you feel that you need to take a break away from work as you have a dependent suffering from an extended period of ill-health and you have caring responsibilities for that person you should refer to the Trust's Managing Absence Policy.

### **Making an Application for a Career Break**

- 8.7 You should make a written application for leave to your Line Manager at the earliest opportunity using the Trust's template form (see **Appendix B**).
- 8.8 If your request is agreed a letter will be written by your line manager confirming this. The letter must include the mechanisms by which you will both maintain contact with each other during your absence from the workplace, for example via the regular posting of staff information bulletins and team meeting minutes to your home address or e-mail account, or planned discussions by telephone, as well as details regarding your re-induction to work.
- 8.9 In addition, such agreement will confirm your requirement to maintain any relevant professional registration required to undertake your job and the requirement to send these details through to your line manager and Human Resources.
- 8.10 NB. If during the period of a Career Break you wish to work on the Trust's

Bank, a Starters Form must be completed and you will be subject to the requirements of the Trust's Recruitment and Selection Policy.

- 8.11 If, after giving your application due consideration, your application for a Career Break is refused, you will be sent a written reason for the refusal together with details regarding your right of appeal against the decision (see **Section 8.31 to 8.35**).
- 8.12 Career break agreements should be drawn up between the line manager and the member of staff and should contain the elements detailed in Appendix D.

### **Returning to Work after a Career Break**

- 8.13 If your application for a Career Break is agreed, and is for less than a year, you will be required to give your line manager two months written notice of the date on which you intend to return to work.
- 8.14 If the Career Break is for more than a year, six months' notice will be required.
- 8.15 In exceptional circumstances these notice periods can be negotiated.
- 8.16 On receipt of your notice of intention to return to work, you will be advised in writing of the terms and conditions on which you are 'likely' to be able to return e.g. type of work, duties, salary and location.
- 8.17 On your return to the Trust from your Career Break you can expect to undertake similar duties on the equivalent Banding/salary point on which you left ensuring you have maintained your competencies, skills and knowledge during your career break (See Appendix D).
- 8.18 If, at the time of your return to the Trust, you have not renewed your Professional Registration, in accordance with the Trust's Professional Registration Policy, and under the terms of your Career Break, the Trust will rely on the provisions laid out in Section 6.3 of the Professional Registration Policy.
- 8.19 The Trust will not offer employment to a member of staff returning from a Career Break to an unfunded or supernumerary post.
- 8.20 Where your former post does not exist at the time of your return from your Career Break e.g. due to Organisational Change / removal of funding, you will be deemed to be 'at risk' and offered an alternative post with the Trust at the same Band and salary, but not necessarily in same team / location / specialty / directorate. Any such offer of alternative employment will be made in accordance with the Trust's Organisational Change Policy.
- 8.21 If it is unlikely that you will be able to maintain your competencies, skills and knowledge during your career break, you should discuss this with your line manager prior to going on your career break to agree the potential roles which will be available to you on your return.



## **Other Considerations**

- 8.22 During a career break your continuous service rights are frozen and you will not accrue the right to incremental progression e.g. should you be on a Career Break for 2 years, you will not return to work on a salary 2 increments higher than when you left. On your return to work your incremental date will be revised and you will receive your next increment, where applicable and subject to the required performance standards, 12-months after recommencement of service.
- 8.23 If the Trust undergoes Organisational Change during the period of your Career Break all reasonable attempts will be made to advise you of the impact these changes may have on you as part of our commitment to consult with all staff. As such you should consider providing your line manager with your contact details for remaining in touch, or a care-of address for written correspondence to be sent to should you be travelling during your Career Break.
- 8.24 If, as part of these organisational changes, you are made redundant whilst on a Career Break, or after a return from such a break, the period of the break will not count towards the length of NHS service on which redundancy payments are calculated.
- 8.25 A period of absence on an authorised employment break will not be regarded as a break in your continuous NHS service although the period of the break will not itself count as reckonable service, e.g. for annual leave / maternity / paternity / sick pay purposes.
- 8.26 Any periods of paid NHS employment during the break e.g. bank work, will not count as reckonable service.
- 8.27 If you are a member of the NHS Pension Scheme you will not be able to make contributions whilst on a Career Break. You should contact the Pensions Advisor for the Trust to discuss your options on 01935 385290.
- 8.28 If you contribute towards the Childcare Voucher Salary Sacrifice Scheme you will need to request for a 'Change of Circumstances' form as you will be unable to continue to pay into the scheme during the period of your break.
- 8.29 You should refer to the provider's web-site, [childcarevouchers.co.uk](http://childcarevouchers.co.uk) to access the relevant form and to gain further advice and information.
- 8.30 If you make payments to the Trust / third parties directly from your salary, e.g. Union Subscriptions, CCJ's, student loans etc., you must liaise with the Trust's Payroll Team or relevant external organisation's to agree an alternative method of paying these monies.
- 8.31 If you have a lease car you will be responsible for all costs incurred by the Trust in connection with the lease car scheme.
- 8.32 If you are in receipt of Benefits, you must seek advice from the relevant agencies as to how such a change to your personal circumstances may impact on your financial entitlements.
- 8.33 If appropriate, consideration should be given to the Remediation and Reskilling Policy for Medical Staff and Return to Practice for other clinical

staff.

### **Appeal Process for Flexible Working Application / Career Break**

- 8.34 Should your request for flexible working / a Career Break be refused, you have the right of appeal against this decision.
- 8.35 You must confirm the grounds for your appeal, in writing, to the Head of HR Operations within 14 days of receipt of your letter.
- 8.36 Your appeal should clearly state the reason for your appeal, e.g. you may feel that you have been dealt with unfairly or elements of your request have received insufficient consideration.
- 8.37 An appeal hearing will be set up where a different manager, usually in a more senior position, will hear your case.
- 8.38 You have the right to representation at such a hearing.

### **9. TIME OWING (this does not apply to Medical Staff)**

- 9.1 By exception, employees may accrue time owing to them when they are requested by Management to work beyond their normal contractual hours, working within local guidance. Any such hours must be authorised by the Line Manager prior to being worked and must be worked on a mutually agreeable basis, potentially at short notice.
- 9.2 Any time worked in accordance with this arrangement must be recorded on a Time Owing Record Sheet and authorised by your line manager (see **Section 8.31 to 8.35**) unless alternative arrangements have been agreed.
- 9.3 Wherever possible, accrued time should never exceed an individual employee's maximum standard working day and must be taken within eight weeks of when the excess hours have been worked.
- 9.4 Time owing must be booked in accordance with local guidelines, through agreement with your line manager, and subject to the needs of covering service demands.
- 9.5 Where staff have not been able to take their time owing within three months of the excess having been worked, they must be paid for this time in accordance with the relevant section from the NHS Terms and Conditions of Service Handbook.

### **10. TRAINING REQUIREMENTS**

- 10.1 The Trust will ensure training provision is provided for the implementation of this policy by identifying need from the training needs analysis. Additional training will be provided for staff as and when required, including those occasions when requests are made for flexible working and occasions when lessons have been learnt from employee relations cases.

### **11. EQUALITY IMPACT ASSESSMENT**

- 11.1 All relevant persons are required to comply with this document and must demonstrate sensitivity and competence in relation to the nine protected

characteristics as defined by the Equality Act 2010. In addition, the Trust has identified Learning Disabilities as an additional tenth protected characteristic. If you, or any other groups, believe you are disadvantaged by anything contained in this document please contact the Equality and Diversity Lead who will then actively respond to the enquiry.

## **12. MONITORING COMPLIANCE AND EFFECTIVENESS**

- 12.1 Monitoring of requests and agreement to the schemes covered by this policy will be carried out by HR Directorate and risks will be documented on the HR Risk Register. Risks will be reported on a six monthly basis to the Workforce Governance Group.

## **13. COUNTER FRAUD**

- 13.1 The Trust is committed to the NHS Protect Counter Fraud Policy – to reduce fraud in the NHS to a minimum, keep it at that level and put funds stolen by fraud back into patient care. Therefore, consideration has been given to the inclusion of guidance with regard to the potential for fraud and corruption to occur and what action should be taken in such circumstances during the development of this procedural document.

## **14. RELEVANT CARE QUALITY COMMISSION (CQC) REGISTRATION STANDARDS**

The standards and outcomes which inform this procedural document, are as follows:

<b>Section</b>	<b>Outcome</b>
Suitability of staffing	12 Requirements relating to workers
	13 Staffing
	14 Supporting workers

## **15. REFERENCES, ACKNOWLEDGEMENTS AND ASSOCIATED DOCUMENTS**

### **Cross reference to other procedural documents**

Annual Leave Policy  
 Managing Sickness Absence Policy

All current policies and procedures are accessible in the policy section of the public website (on the home page, click on 'Policies and Procedures'). Trust Guidance is accessible to staff on the Trust Intranet.

## **16. APPENDICES**

- 16.1 For the avoidance of any doubt the appendices in this policy are to constitute part of the body of this policy and shall be treated as such.

Appendix A – Application to Work Flexibly

Appendix B – Application for a Career Break

Appendix C – Time Owing Record Sheet

## Somerset Partnership NHS Foundation Trust

**APPLICATION TO WORK FLEXIBLY**

<b>Name (In full)</b>		<b>Job Title:</b>	
<b>Address :</b>		<b>Ward / Team:</b>	
		<b>Start date with Trust:</b>	
		<b>Current hours / work pattern :</b>	
<b>Home Tel. No.</b>		<b>Work Tel. No.</b>	
<b>Mobile No.</b>		<b>Works Mobile No.</b>	
<b>Name/s and date/s of birth of child /children – if applicable</b>	<b>Name/s</b>	<b>Date/s of Birth</b>	<b>Age/s</b>
<b>Reason for request and relevant details</b>			
<b>Flexible working arrangements required, e.g. job sharing, change hours, days, start times etc.</b>  <b>(Please give precise details and continue on a separate sheet if necessary)</b>			

<b>Commencement date requested and reason</b>	
---	--

**Please state clearly what effect you think this change will have on your Team / Ward and how you think this can be dealt with.**

--

**I hereby apply for flexible working as detailed above and agree that any changes made will result in a permanent change to my terms and conditions of employment.**

**I confirm that I have not previously applied to work flexibly within the last 12 months.**

<b>Employee Signature</b>		<b>Date</b>	
<b>Received by Manager (Name)</b>		<b>Date</b>	

*On receipt of an application for Flexible Working a meeting must be arranged between employee and Manager within 28 calendar days to discuss the request – refer to Section 5.4 of the Trust’s Flexible Working Policy.*

<b>Comments of Manager</b>		
<b>Comments of Finance</b>		
<b>Comments of Human Resources</b>		
<b>Request agreed to</b>	<b>Yes</b>	<b>No</b>
If <b>yes</b> , complete Changes Form and forward to Payroll and Human Resources – NB. written confirmation must be sent to employee within 14 calendar days of meeting		
<b>If no, confirm reason/s</b>		
<b>If no, confirm if a temporary arrangement was offered / agreed to</b>		

**If temporary arrangement agreed, complete Changes Form and e-mail to Payroll Forms confirming time frames / arrangements for review. Written confirmation must be sent to employee within 14 calendar days of meeting.**





<b>Length of Career Break requested (minimum 3 months maximum 5 years, and reason</b>	
---	--

<b>Please state clearly what effect you think your career break will have on your Team / Ward and how you think this can be dealt with.</b>			
<b>Please state the mechanisms by which you can be contacted during your Career Break:</b>			
<b>If you hold Professional Registration please confirm your annual renewal date:</b>			
<b>I hereby apply for a Career Break as detailed above.</b>			
<b>I have read and understood Section 8 of the Trust's Flexible Working Policy and agree to its terms.</b>			
<b>Employee Signature</b>		<b>Date</b>	
<b>Received by Manager (Name)</b>		<b>Date</b>	

<b>Comments of Manager</b>			
<b>Comments of Head of Service</b>			
<b>Comments of Human Resources</b>			
<b>Request agreed to</b>	<b>Yes</b>	<b>No</b>	
If yes, complete Changes Form and forward to Payroll and Human Resources Team			
<b>If no, confirm reason/s</b>			
<b>If no, confirm if an alternative arrangement was offered / agreed to:</b>			

**If alternative agreed, confirm details in writing and complete a Changes Form, if applicable, and forward it on-line to Payroll Forms**

**TIME OWING RECORD SHEET**

**APPENDIX C**

<b>NAME:</b>	<b>POSITION:</b>	<b>TEAM:</b>	<b>CONTRACTUAL HOURS:</b>	
--------------	------------------	--------------	---------------------------	--

<b>TIME ACCRUED</b>				<b>TIME TAKEN</b>			
<b>DATE WORKED</b>	<b>HOURS ACCRUED</b>	<b>REASON FOR WORKING ADDITIONAL HOURS</b>	<b>AUTHORISED BY</b>	<b>DATE TAKEN</b>	<b>HOURS USED</b>	<b>OUTSTANDING BALANCE</b>	<b>AUTHORISED BY</b>
<b>TOTALS</b>							

Balance carried forward to next sheet..... hours/minutes

Agreed by Line Manager.....

## APPENDIX D

### Details which should be contained within a Career Break Agreement

The agreement should cover:

- the effect of the break on various entitlements related to length of service;
- a guarantee that, if the applicant returns to work within one year, the same job will be available, as far as is reasonably practicable;
- if the break is longer than one year, the applicant may return to as similar a job as possible;
- return to work at the equivalent salary level, reflecting increases awarded during the break;
- the notice period required before the return to work should be two months if the break is less than a year and six months if the break is more than a year;
- arrangements for keeping in touch during the break;
- requirements on the applicant to keep up to date with their relevant professional registration needs, including attendance at specified training courses and conferences, and any assistance the employer may give in the support of this;
- training arrangements for re-induction to work;
- any other conditions required either by the employer or the applicant;