
Policy on Flexible Working Options

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Introduction

1. The Oxford Radcliffe Hospitals NHS Trust is one of the largest NHS Trusts within the country committed to improving the working lives of Employees, and helping them to achieve a balance between the demands of their jobs and personal lifestyle. A policy for flexible working aims to assist with achieving this goal. The guidelines are designed to help in situations where conflict between work and home creates difficulties and where temporary respite can relieve the situation and allow breathing space to re-establish balance. Applications for flexible working must be agreed by the individual's Line Manager/Clinical Lead. All applications for flexible working must be considered in relation to the needs of the service, the patients, and the impact that the flexible working options will have on other Employees.

Benefits of Flexible Working

2. **"The bottom line is that quality of care for staff and patients goes hand-in-hand. The more we value staff, the better patients will be cared for".** Department of Health Document "Working Lives".

3. The ORH depends upon the skills and knowledge of its Employees, and the availability of suitably qualified people to match the increasing demands. This pack is about people and their working lives. It aims to suggest patterns of working that will help to:-

- Recruit - attract more people into the ORH.
- Retain - encourage more Employees to stay in the ORH.
- Return - make it easier and more attractive for Employees to return to the ORH.

4. It is recognised that the demands of modern living put many pressures on Employees whether it be because of:-

- Childcare
 - Care of elderly relatives
-

Meeting appointments for medical, household or financial reasons
Transport problems

5. In addition, the demands on the health service mean that there may be peaks and troughs in work demand at different times of the week, month and year. A flexible working policy allows for both sides to develop local working practices that meet these demands.
6. The pack identifies the different kinds of working patterns that give Employees more flexibility to balance work with their other responsibilities. The flexible working patterns available are:-
 1. Term Time Contracts
 2. Annualised Hours Contracts
 3. V Time – a temporary reduction in hours
 4. Job Share
 5. Career Breaks
 6. Home Working
 7. Zero Hours
 8. Part-time Hours
 9. Flexible Working
 10. Compressed Hours

Scope

7. This policy applies to all Trust Employees at all levels and in all areas of work - medical and non-medical. It applies to men, women, full-time staff, part time staff, managers and directors. Hospital Doctors should also refer to the Flexible Careers Scheme for Hospital Doctors in Appendix 3. Eligible employees will be able to request:-
 - A change to the hours they work
 - A change to the times they work
 - To work from home

8. Brief details of the different working patterns that may be considered for Hospital Doctors are given in Appendix 3.

Discrimination and Equality of Opportunity

9. Employees are valued for the contribution that they make and not according to their working patterns. There will be no discrimination against any member of Employees who takes up the opportunities provided by this policy either by barring access to promotion or personal and professional development.

Monitoring

10. On an annual basis, the Divisional Human Resource Department will undertake an audit of the applications and the outcomes. The purpose of this audit will be to review and revise policies and procedures in order to ensure their continuing effectiveness.

Evaluation

11. In evaluating the success of this policy, the Trust will consider:-
 - The number of Employees taking up flexible working opportunities
 - The number of Employees indicating awareness of the policy as measured by our annual Employees Attitude Survey
 - Policy user feedback

Legislation

12. With effect from April 2003, parents including adoptive and foster parents of children under 6 or of disabled children under 18, have the legal right to apply to work flexibly.
13. With effect from April 2007 carers of adults who are in need of care have the legal right to apply to work flexibly. Carers of adults who are in need of care “must be or

expect to be caring for a spouse, partner, civil partner or relative; or if not the spouse, partner or a relative, live at the same address as the adult in need of care" (DTI)

14. Applications must be in line with the following criteria:-

- The employee must have 26 weeks continuous service at the date of application
- Not have made another application to work flexibly during the past 12 months.

NB : This policy and the various working options are open to all Trust employees to apply. The rights detailed in paragraphs 12 and 13 are the legal minimum.

How does the policy work?

15. The Trust has introduced an application process that should be followed when individuals request flexible working. An example of an application form can be found in the Appendix 2.

17. The Trust, individuals, and groups of individuals within the organisation have both rights and responsibilities where flexible working is being considered, and all of these must be taken into account where any changes to working patterns is proposed.

17. The Trust has a responsibility to the patients and organisations it serves to continue to provide a high quality service. All applications will therefore be assessed in relation to the impact they will have on the service; the patients; and other team members.

18. The Trust has a responsibility to consider all requests for changes in working patterns fairly.

19. Employees have the right to ask for changes in their working patterns. They also have responsibility to consider the impact on other Employees members, patients

and the service they are providing. They do not have an automatic right to change the way they work.

20. Employees affected by the flexible working arrangements of others have the right to be consulted, although they also have the responsibility to consider the needs of other team members.
21. All working options are to be agreed with colleagues, other team members and the Line Manager/Clinical Lead, and should be in line with the achievement of the department and organisational needs as well as those of the individual.
- 22.. The following are examples of flexible working patterns that the Trust will support although any other proposals will be considered.
 - Part time working
 - Job Share
 - Term time working
 - Flexi-time working
 - Annualised hours
 - Compressed working hours
 - V time working
 - Home working
 - Zero hours
 - Career Breaks
 - Flexible Retirement

Procedure

Step One

23. Employees should read carefully the information on the option they are interested in.
24. Employee completes an application form for Flexible Working and submits the form to the Line Manager/Clinical Lead for consideration. (Please note if Flexible Working option is not detailed on the application form, please add in.)

Step Two

25. The Trust must consider the request by assessing whether the change can be accommodated within the service needs taking into account:-

Burden of additional costs

Detrimental impact on quality, performance or ability to meet client demand

Inability to recruit additional Employees, or re-organise work amongst existing Employees

Insufficient work during the periods the employee proposes to work

Planned structural changes

Impact on other Employees

Step Three

26. A meeting should be held between both parties within 4 weeks of the receipt of the request to discuss the request and consider any alternatives.
27. The employee may be accompanied to the meeting by a work colleague or Trade Union Representative.

Step Four

28. The Trust is required to provide a written decision to the employee within two weeks of the meeting providing details of the outcome, the agreement with start date (if applicable) and/or alternative compromise discussed.
29. Any changes in the employee's working pattern will be a permanent change to the terms and conditions of employment and the employee does not have a right in law (unless specified otherwise in the agreement) to revert back to the original pattern of working.
30. If the request for flexible working is rejected, then an explanation should be given in writing. The Head of the Department concerned may be asked to review any

rejection of a request. A copy of this letter should be held on the employee's personal file.

Appeal

31. The employee has the right to appeal against any decision made. The appeal should be made in writing to the Head of Department/Line Manager/Clinical Lead. (If the Head of Department/Line Manager/Clinical Lead/ is the Line Manager/Clinical Lead, then the appeal should be addressed to their Line Manager/Clinical Lead).
32. A meeting to discuss the matter should be held within two weeks of receipt of the appeal.
33. The employee has the right to be accompanied to the meeting by a work colleague or Trade Union Representative.
34. The decision of the appeal should be provided in writing within two weeks of the meeting.

Areas to be considered for any request for Flexible Working

35. The implications for pay, pension and annual leave should be made clear. In general terms, all benefits will apply pro-rata to the hours worked. Further guidance can be sought from the Human Resources department.
36. Managers must consider and document their arrangements for monitoring work and reviewing performance if the work schedule of the employee will no longer correspond to their own.
37. Arrangements for involvement in team activities should be planned jointly to avoid marginalisation.
38. Managerial consideration must be given to any cost implications that could arise from agreement to the request for flexible working.

Trial Periods

39. In the case of all types of flexible working, consideration should be given to a trial period either to confirm the practicality of the proposed arrangement and a means of avoiding rejection of the proposal and limiting the development of this policy.

Annualised Hours Contract

Definition

40. An annual hours system to organise working time on the basis of a number of hours over a year rather than per week. They comprise a number of basic rostered hours and in most cases, a number of unrostered reserve hours that cover additional operational requirements.

Benefits for Employers

- Tailor staffing levels to patients dependency
- Reduce the use of agency staff
- Minimise informal flexible working arrangements such as expecting Employees to work at short notice
- Flexibility to managers and Employees alike
- Greater predictability of costs for the employer.

Benefits for Employees

- Gives flexibility to the hours which are worked
- Allows the employee to balance outside commitments with work
- Still receive a stable income and be paid in equal monthly instalments regardless of the hours worked in that period.

Associated Problems for Employers

- Individuals may not achieve managers needs due to own commitments
- The need for the individual to be part of the team
- A system to monitor hours effectively i.e. to ensure Employees work their contracted hours, reserved hours
- The hours worked must be in accordance with the Working Time Directive.

Associated Problems for Employees

- The need to monitor hours and maintain and administer the system to ensure the employee does not exceed the annual contracted hours
- May not feel part of the team
- May be called in at short notice
- May not be able to balance outside commitments with the service requirements.

How Annualised Hours Scheme work

41. Annualised Hours Contracts are ideally suited to areas within the Trust where 24 hours cover is needed, but there is no reason why they cannot be used effectively within other areas of the Trust. Appointments will be made on Trust Terms and Conditions and may be initiated in the following ways:-
42. Existing employees who for domestic reasons, wish to change to an Annualised Contract, should apply to the Line Manager/Clinical Lead following the normal application process.

General Conditions

43. An Annualised Hours Contract can be offered to both full time and part time Employees.
44. Thought needs to be given as to how the system of Annualised Hours is implemented into the normal patterns of work. These could include:-
 - Varied and core working hours
 - Minimum and maximum hours
 - How the hours of work are recorded
 - The rostering of annual leave
 - Committed hours e.g. to cover absences, call in, training and meetings
 - Additional hours
 - Leaving arrangements, paying back hours not worked.

45. There is no one way of organising an Annualised Hours Contract.

Contract of Employment

46. The maximum hours for an Annualised Hours Contract is equivalent to the normal full time hours within the particular Terms and Conditions the employee is appointed to:-

Example: Full time Staff Nurse – $37.5 \times 52 = 1950$ inclusive of annual leave and Bank Holidays which equates to 262.5 hours of the total hours employed.

This would be pro-rata for part time staff.

Example: Part time average of 20 hours per week over the year, inclusive of annual leave and bank holidays.

$$20 \times 52 = 1040$$

Annual Leave: Total hours contracted for X full time entitlement of annual leave
Total hours for full time

$$\frac{1040 \times 262.5}{1950} = 140 \text{ hours}$$

Salary

47. The individual will receive their salary equally distributed in twelve monthly payments.

Annual Leave

48. Annual leave entitlement is inclusive of the total contracted hours; therefore the annual leave as stated within the Contract should be deducted from the total hours employed when annual leave is taken.

49. If you do have any queries regarding Annualised Hours Contract, then please contact your Human Resources Consultant who would be able to discuss this in more detail with you

Term Time Contract

Introduction

50. The Term Time Contract enables individuals to work during the school terms and have the school holidays off. Sometimes individuals can elect to work a reduced number of hours, possibly at weekends only, during the school holidays, however, this would need to be agreed by the Line Manager/Clinical Lead on commencement.

How many weeks would an individual be required to work?

51. Each Term Time Contract is individually assessed as school terms can vary in length.

Annual Leave

52. Individuals on Term Time Contracts do accrue annual leave entitlement during their 'worked weeks', and this is added on to the number of weeks that they are contracted to work, e.g.:-
53. An individual who is contracted to work 39 weeks will accrue approximately 4 weeks annual leave. These are added on to the 39 weeks to give a total of 43 weeks for payment purposes.
54. Individuals sometimes wonder where their annual leave entitlement 'disappears' to. A proportion of this leave is actually paid every month as part of the regular monthly salary. This arrangement results in individuals not being able to take their annual leave during the term time. Therefore, Managers and individuals alike must be aware that requests for annual leave during Term Time cannot be honoured. Obviously, from time to time, urgent domestic situations do occur and there are leave options available for these e.g. Carers Leave. Unpaid Leave should only be granted in exceptional circumstances and in discussion with a Human Resource Consultant as this may affect salary and annual leave calculations.

Additional Hours

55. Some individuals are able to work additional hours during the school holidays. If this is on an irregular basis, they are able to come in on an ad-hoc basis as long as a time sheet is completed and sent through to Payroll. However, if this becomes a regular occurrence, then the Term Time Contract will obviously need to be reviewed.

Benefits

56. Individuals will be able to combine caring for school age children with work. Individuals will not have the problem of trying to arrange childcare during the school holidays.

Problems

57. Individuals are not able to take annual leave during the school terms.
58. Departments will not have cover during the school holidays.

If you do have any queries regarding Term Time Contracts, then please contact your Human Resource Consultant who would be able to discuss this in more detail with you.

Salary

59. Individuals will receive salary payments distributed equally in twelve monthly payments. A proportion of the annual leave pay is also included in these monthly payments.

Example : The example below shows how to calculate the annual leave and salary for an individual working 39 weeks on a Term Time Contract. A comparison is made with a full time employee who has 5.5 weeks (27 days) annual leave, and therefore works 46.5 weeks per annum ($52 - 5.5 = 46.5$).

N.B. The normal weekly hours used in the calculation should take account of any protection which applies.

Examples

Staff member with less than 5 years service.

This person works full time on a 37 hour contract (hours protected) but wishes to take 10 weeks leave during school holidays plus the May Day bank holiday (all other bank holidays will fall within the 10 weeks leave).

The total hours leave taken will be $10 \times 37 + 7.4 = 377.4$

A staff member on a standard contract has a total leave entitlement of $200 + 59 = 259$ hours (see tables 2 and 3).

Total hours worked by staff member on term time contract = $(52 \times 37 + 7.4) - 377.4$
= 1554

Total hours worked by staff member on standard contract = $(52 \times 37 + 7.4) - 259$
= 1672.4

Percentage of salary received by term time staff member = $1554 / 1672.4 \times 100$
= 93%

Staff member with 5 years service.

This person works 20 hours a week where the full time contract is 37.5 hours. They wish to take 12 weeks of annual leave and all bank holidays will fall within those 12 weeks.

Total hours leave taken will be $12 \times 20 = 240$ hours.

Total leave entitlement for standard contract staff on 20 hours per week = $116 + 32$
= 148 hrs

Total hours worked by staff member on term time contract = $(52 \times 20 + 4) - 240$

$$\begin{aligned} &= 804 \\ \text{Total hours worked by staff member on standard contract} &= (52 \times 20 + 4) - 148 \\ &= 896 \end{aligned}$$

$$\begin{aligned} \text{Percentage of 20 hour salary received is therefore} &= 804/896 \times 100 \\ &= 89.7\% \end{aligned}$$

$$\begin{aligned} \text{Percentage of full time salary} &= (804/896) \times (20/37.5) \times 100 \\ &= 48\% \end{aligned}$$

Staff member with 10 years service.

This person works 17.5 hours of a 35 hour full time contract (protected) and takes 8 weeks leave plus the May Day bank holiday – all other bank holidays fall within the 8 weeks.

$$\begin{aligned} \text{Total leave taken} &= 8 \times 17.5 + 3.5 \text{ hours} \\ &= 143.5 \text{ hours} \end{aligned}$$

$$\begin{aligned} \text{Leave entitlement on standard contract for staff working 17.5 hrs/wk} &= 115.5 + 28 \\ &= 143.5 \end{aligned}$$

This person therefore works the standard year and therefore receives the same salary as any other worker on a 17.5 hour contract i.e 50% of full time salary.

$$\begin{aligned} \text{If they wish to increase their leave to 9 weeks then total leave taken will be 161 hours} \\ \text{total number of hours worked by term time staff member} &= (52 \times 17.5 + 3.5) - 161 \\ &= 752.5 \end{aligned}$$

$$\begin{aligned} \text{Total hours worked by standard contract staff member} &= (52 \times 17.5 + 3.5) - 143.5 \\ &= 770 \end{aligned}$$

$$\begin{aligned} \text{Percentage of 17.5 hour salary received} &= 752.5/770 \times 100 \\ &= 97.7 \end{aligned}$$

$$\begin{aligned} \text{Percentage of full time salary} &= 97.7 \times 17.5/35 \\ &= 49\% \end{aligned}$$

Term Time Contracts

Calculating Salary for Agenda for Change.

Due to the new annual leave entitlements, the Whole Time Equivalent of staff working "Term time only" contracts will change. **Managers will need to complete a changes form to address this.**

The calculations should be done by taking the total number of hours which the employee will work in a year (taking account of bank holidays) and comparing them with the hours worked by an employee with a standard contract of an equivalent number of hours.

The total leave taken by a term time employee is:

(Total no of weeks leave x weekly hours) + (no of BH days taken outside of these weeks x daily hours) (**A**)

Total leave entitlement of a standard contract employee is found from the sum of the appropriate figures in tables 2 and 3 (**B**)

Total annual hours for term time employee = (52 x weekly hours + 1xdaily hours) – total leave hours (as in **A**)
(1 year = 365 days = 52weeks and 1 day)

Total annual hours for equivalent standard staff member = (52 x weekly hours + 1x daily hours) – total standard leave (as in **B**)

Percentage of normal salary for hours worked to be paid = (Total annual hours for term time staff/ total annual hours for standard staff member) x100 = **P**

Percentage of full time salary to be paid = **P** x (weekly hours/ full time weekly hours)

V Time Working Scheme

Introduction

60. V Time working allows employees to reduce their work commitment for a specified period of time with a corresponding reduction in earnings. The purpose of this policy is to enable employees to deal with responsibilities outside work without having to leave or change to a permanent part time contract.

Eligibility

61. Employees must have at least one year's service with the Trust.

Reduced Time Options

62. V Time working is available on either a 6 months or 1 year basis at the end of which you will be expected to either return to your full time post or permanently change to part time hours.

The options for reduced time working are:-

- To work a shorter day
- To take a half day or day off a week
- To take shorter blocks of time off at regular pre-determined intervals

Procedure

63. Employees who wish to apply for V Time working must normally give at least 3 months before commencement, however there may be extenuating circumstances:-

- Contact their Human Resources Consultant for information on the Terms and Conditions of V Time working
- Discuss with their Manager the possibility of V Time working and put their request formally in writing detailing:-

- Requested working hours per week
- Time period : 6 months or 1 year
- Reduced time option

Terms and Conditions

64. Employees must have at least 1 year's service with the Trust.
At least 3 months notice (in writing) must be provided by the employee.
Reduction in working hours must not exceed 50%.
No down grading will result.

The employee should agree with the Manager, the reduce time option:-

- A shorter day
 - Half day or day off per week
 - Short blocks of time off at regular pre-determined intervals
65. Pay, benefits and holiday entitlement will be reduced accordingly (pro-rata) for the specified period of time.
66. If employees work over their agreed hours, they will be paid at the standard rate. Overtime will only be paid if full time hours are exceeded.
67. Following completion of the V Time agreement, return to full time work is guaranteed. Alternatively, a permanent re-assignment to part time hours if the employees wishes.

Policy on the Job Sharing Scheme

Introduction

68. Job sharing is a contractual agreement which helps people who cannot do or do not wish to work full time. Job Share can help offer flexible employment opportunities to:-

- Parents
- Carers
- People with disabilities
- Those taking an Educational Course

69. The Oxford Radcliffe Hospitals NHS Trust is committed to Job Share because it is a way of flexible working that can be of mutual benefit to employees and the Trust, particularly in helping to keep staff who want to continue to work. The benefit to the Trust is that it helps retain qualified and skilled staff as well as helping to attract new staff.

70. Job sharing is a way of working where individuals share the hours/sessions and responsibilities of one full time job between them whilst retaining their own accountability. They receive wages/salary pro-rata to the number of hours they work. Entitlements for which employees qualify by length of service shall be calculated individually, and this could include salary increment difference between Job Share partners.

71. Job Share can arise in several ways but an employee does not have an automatic right to be employed on a Job Share basis. However, a legal entitlement could exist if the employee could show that refusal to allow a Job Share would mean that they suffered 'indirect discrimination' as defined under the Sex Discrimination Act. Job Share can arise in the following ways:-

- An existing employee requests a Job Share
- Two existing employees apply to Job Share
- An existing employee wishes to Job Share on return from Maternity Leave

-
- Two or more people apply together and are appointed to a full time post
 - An applicant for an advertised post

Procedure

For Existing Employees

72. A request for Job Share will be considered by the employee/employees Line Manager/Clinical Lead with advice from a Human Resources Consultant. The following factors will be taken into account:-
- The needs of the department/service to ensure that service provision is not affected
 - Limitations on accommodation/equipment/cars
 - Where work continuity is an essential requirement it will be necessary to build an overlap period
 - The ability of the department to meet the request of the Job Share employee.
73. If a Job Share partner leaves, then the remaining partner can be given prior consideration for the vacant hours of the post.
74. The vacant Job Share post will be advertised through standard recruitment procedures (see Section 4 below).
75. If no suitable Job Share partner can be found, then the Director of Human Resources retains the right to terminate the Job Share agreement by 3 months notice. However, the remaining Job Share partner will be eligible to be considered for redeployment to a post which is as near as possible in terms of grade, hours and location.

Filling a Vacant Post

76. All posts are considered suitable for Job Share.
77. The post should be advertised as suitable for job sharing with or without a partner. Applicants will be asked to indicate on their applications if they wish to Job Share.

78. Applicants should receive relevant recruitment information plus a copy of the Job Share policy.

Interview Procedure for Job Sharers

79. The interview procedures for job sharers should be the same as for all selection interviews with the addition that each job sharer should be interviewed individually.
80. Each individual application needs to be considered with every other person who has applied for the job and compared to the person specification for the post. The decision of the panel will be based on an individual's suitability for the post as it would in any selection interview.

Guidance on planning a Job Share Agreement

81. Before an offer of appointment is made, a Job Share Agreement needs to be negotiated between the manager and the Job Share partners. This agreement will be in writing and form part of the Contract of Employment.

The Agreement may include the following:-

- The split of hours between partners
 - Handover or overlap arrangements
 - Communications mechanisms
 - Annual leave arrangements
 - Public holiday and other leave arrangements
 - Supervision arrangements
 - Allocation of duties and distribution of work
 - Any other terms
82. Although the aim of the Job Share Policy is to promote flexibility, the Job Share Agreement clarifies the main responsibilities of the job sharers. It is recommended that the Job Share Agreement is reviewed with the Line Manager/Clinical Lead and the job sharers on a regular basis for the first year and then annually.

Policy on Career Breaks

Introduction

83. The Career Break Scheme is intended to help retain staff and skills within the Oxford Radcliffe Hospitals NHS Trust.
84. The scheme is aimed at giving staff the opportunity to leave their employment for a period of unpaid leave of up to 3 years, for example for the purpose of -
- Child care needs
 - Domestic or family commitments
 - Further training or self-development
 - Visits to relatives abroad (see Annual Leave and Special Leave Policy)
 - Secondment to another employer
 - Other personal development/unpaid sabbatical
85. The Career Break Scheme is available to all staff who have completed 1 year's service with the Oxford Radcliffe Hospitals. The scheme allows staff to return to work in a post which as far as practicable is on a similar contract and conditions of service as existed prior to the career break so long as such posts are available.
86. The Line Manager/Clinical Lead is responsible for the conditions outlined in the Career Break Letter.
87. Those returning from Maternity Leave, who are eligible for full occupational maternity pay can be retained using this Policy and this satisfies the return to work requirement. Participation in this scheme is subject to consultation with the manager.
88. If individuals wish to take less than six months leave, then they should take unpaid leave rather than a Career Break.

Procedure**Career Break Scheme**

89. An employee wishing to join the Career Break Scheme should take the following action normally at least 3 months before they wish to commence:-

- Read the terms and conditions on which a Career Break Scheme is offered, contacting HR where clarification is required.

AND

- Discuss with their Line Manager/Clinical Lead the possibility of a Career Break and apply using the application form.

AND

- Discuss with pensions the impact their career break may have on their pension/pension benefits(if a member).
90. If the Career Break Scheme has been agreed by the Line Manager/Clinical Lead in consultation with the HR Consultant/Adviser, then the individual will be notified and advised of the Terms and Conditions of the Career Break Scheme.
91. Staff on Maternity Leave and Adoption Leave should seek advice from an HR Consultant/Adviser at least three months before their planned return to work if they wish to return onto a Career Break.
92. An individual who is currently on a work permit should contact the HR Consultant/Adviser as this could have serious implications on their right to work and remain in the UK or any future visa applications

Terms and Conditions**Pensions and National Insurance**

93. Whilst on the Career Break, employees will receive no pay and no employer's contribution to their National Insurance and Pension Scheme (if a member). Career breaks of more than two years **cannot** be accrued for pension purposes and it is therefore essential that employees seek advice from the Pensions Department as this break can affect your pension and any potential pension benefits e.g. death in service benefit.
94. Career breaks of less than 2 years can be accrued towards pensions **only** if the employee signs a declaration to return to work at the end of the break and agrees to repay all accrued contributions. (This is included in the career break letter) If this declaration is signed the following applies:
- 94.1 During the first 6 months the employee and employer pay their own pension contributions,
- 94.2 For career breaks of 6 months or more, up to a maximum of 2 years, the employee pays their own and the Trust's pension contributions

Annual Leave

95. There will be no entitlement to annual leave during the period of the career break.

Continuity of Service

96. Time on the Career Break does not count as a break in service i.e. the period of the break should count toward continuous employment for statutory purposes. However the break itself will not count as reckonable service i.e. the break will not count towards employment benefits which depend upon length of service e.g. leave entitlement. Continuity of service for pension will be affected see paragraphs 91 and 92 above.

Length of Break

97. Breaks should not be of more than 3 years in length.

General

98. Employees must undertake to:-

- Keep in touch and update the Oxford Radcliffe Hospital of their current address and contact details
- Be offered opportunities to undertake paid temporary work
- Be offered opportunities to attend relevant in-house training sessions
- Keep professionally updated and develop a professional development plan
- Repay any outstanding loans from the Oxford Radcliffe Hospital
- Return lease cars etc. prior to the commencement of the break or make arrangements to retain ownership of the car by purchasing the vehicle.
- Any Trust property issued to assist them with the performance of their job should be returned prior to the commencement of their career break.

If they want their career break to accrue towards their pension (maximum of two years for accrual), they must also:

- Sign a declaration to return to work at the end of the career break
- Agree to pay all accrued pension contributions as detailed in paragraph 92 above.

99. The Oxford Radcliffe Hospitals NHS Trust undertakes to:-

- Ensure that staff are eligible to return to work in a post which as far as practicable is on a similar contract and conditions of service as existed prior to the career break, unless the employee requests that they return to a lower graded post in which case the appropriate grade for the job will apply.
- Ensure that if it is not possible to offer a post due to changes in the service, then prior consideration will be given for re-deployment following its Procedure for the Avoidance and Handling of Redundancies.
- To provide re-entry training
- Send regular Newsletters and keep in touch
- Ensure that managers seek HR advice when staff are returning.

Return to Work

100. Staff must give three months notice of their return to work.
101. Staff are entitled to return to work in a post which is, as far as practicable, on a similar contract and conditions of service as existed prior to the career break, provided that such a post is available. The member of staff may request a return to a lower graded post in which case the appropriate grade/salary for that job will apply. If a suitable post is not available when the member of staff notifies the Trust of their return, then the member of staff will be placed on the "at risk" register and prior consideration will be given for re-deployment for the remainder of the career break only. The Trust's Procedure for the Avoidance and Handling of Redundancies will be followed. After this time if no suitable post has been found the member of staff will be made redundant.
102. If organisational change occurs during the period of the career break, the member of staff must be consulted and offered the opportunity to return to work early in order to take up a suitable alternative post. Should the member of staff decide to remain on their career break then they will be placed on the "at risk" register and prior consideration will be given for re-deployment for the remainder of the career break. The remainder of the career break will be viewed as the notice period for redundancy should no suitable alternative posts be found. The Trust's Procedure for the Avoidance and Handling of Redundancies will be followed.
103. If a member of staff becomes pregnant during, or shortly after returning from, a career break, they may not be eligible for occupational and/or statutory maternity pay due to lack of earnings during the break. Staff must seek advice from Human Resources and Payroll in order to clarify their entitlements. If applicable the length of the career break may be reviewed at this time.

Career Break Letter

Dear

Further to your discussions with when you indicated your wish to join the Oxford Radcliffe Hospitals NHS Trust Career Break Scheme, I am now writing to confirm the Terms and Conditions of the Scheme.

The terms of the Career Break are as follows:-

- 1 You will commence your Career Break on and finish on or the next available working day. For the duration of the break, you will still be regarded as a member of staff of the Oxford Radcliffe Hospital. From this date, you will receive no pay and no employer's contribution to National Insurance. If you are a member of the Pension Scheme, it is recommended that you will consult a Pensions Officer for full discussion about the effects on your pension during your career break. It is also advisable to contact your local NI Benefits Agency to discuss this.
- 2 The Oxford Radcliffe Hospital will be undertaking:-
 - a) To re-engage you in a post which as far as practicable is on a similar contract and conditions of service, as existed prior to the career break unless you request to return to a lower graded post in which case the appropriate grade/salary for the job will apply.
 - b) To offer you re-entry training as appropriate.
 - c) To offer you opportunities to undertake paid temporary work.
 - d) To offer you opportunities to attend relevant in-house training sessions.
 - e) To keep in touch and send you regular Newsletters.

f) To agree that if you commence the Career Break at the end of Maternity Leave, then this is regarded as satisfying a return to work.

3. You will be undertaking:-

- i. To indicate that you wish to leave your current post onand join the career break scheme.
- ii. To return to work at the end of your career break on(date) to a post which as far as practicable is on a similar contract and conditions of service as existed prior to the career break unless you request that you return to a lower graded post in which case the appropriate grade for the job will apply.
 - a. To confirm your return to work at least three months in advance.
 - b. To agree to pay pension contributions (if a member) for the first six months of the career break, and thereafter to pay both the employee and employer's pension contributions for the remainder of the career break up to a maximum of 2 years.
- iii. To keep the Oxford Radcliffe Hospital advised of any changes to your home address.
- iv. To re-pay on commencement of the break any outstanding loans with the Oxford Radcliffe Hospital.
- v. To return lease cars etc prior to the commencement of the break or make arrangements to retain ownership of the car by purchasing the vehicle.
- vi. To keep up to date with developments within the Oxford Radcliffe Hospital and your profession.
- vii. To maintain professional registration and undertake reasonable re-entry training.

- viii. To be offered the opportunity to undertake paid temporary work.
- x. To complete an Occupational Health Update Form and to be re-assessed as fit for employment prior to your return to work.

If at the end of the career break the Oxford Radcliffe Hospitals NHS Trust is unable to offer you your original job back and are unable to identify a suitable alternative post for you, then your career break will end and you will be made redundant. By signing this agreement, you acknowledge that by taking a career break, there is no guarantee of maintaining future employment with the Oxford Radcliffe Hospitals NHS Trust.

This letter outlines the main obligations of the Career Break Scheme. If these are acceptable to you, please sign both copies returning one copy to me and keeping the other for your own information.

Yours sincerely

HR Consultant

I accept the above Terms and Conditions.

Signed: Date:

Cc: Pensions Department (if a member)

Home Working and Occasional Home Working

Introduction

103. Home Working is “work done in the home for another person or for sale to another person” according to a TUC statement of 1978, and expanded in 1985 to include outworking and people working partly from home and at home. For the purpose of this briefing, ‘Permanent home worker’ is used to describe an employee of the Oxford Radcliffe Hospital with full contractual rights but who works from home rather than a hospital base. ‘Occasional home worker’ is used to describe an employee of the Oxford Radcliffe Hospital with full contractual rights who is hospital based but who takes work home with them / who works from home some of the time.

Benefits associated with Home Working

For the Employer

- Can reduce office costs, but savings may not be as great as anticipated as many home workers do not work permanently from home
- Can lead to improvements in productivity – fewer interruptions, fewer notification problems, greater job satisfaction
- Staff recruitment and retention may also improve. It can enable employees who are unable to travel to work to remain in or to obtain employment. This is particularly true of the car parking and transport problems in Oxford
- People with disabilities can benefit as can parents with young children
- Employers can employ staff in other areas of the country where staff costs may be lower, though this is unlikely in the case of this Trust
- Possible reduction in absenteeism. There may be reduced levels in stress and mildly ill people deterred by the journey to work, will work at home.

For the Employee

- Saving community time, improved quality of life, more free time, no travel stress, no travel costs

- Increased flexibility with working hours. Work can be fitted around family routine
- People with childcare or other caring responsibilities are not deterred from remaining in the job market
- Caring can be combined with work, therefore reducing costs

Problems associated with Home Working

For the Employer

- Managing employees at a distance. Loss of face-to-face contact. Difficulties with motivation and discipline
- Organisational Structure. Our organisation's structure may not be appropriate for home working
- Start up costs. Office furniture and equipment. Employer is still responsible for the safety and welfare of the employee
- Data protection, information, security and confidentiality issues.

For the Employee

- Social isolation (possibly solved by combination of office and home work)
- Exclusion from certain conditions of service, although it would be recommended that any home worker employed by the Oxford Radcliffe Hospitals will receive the same terms and conditions of an equivalent employee attending who works at a hospital site
- Limited to certain jobs, it is likely that only those jobs that do not require direct patient/staff or customer interface, would be appropriate for home working, i.e. secretarial, financial, data entry etc
- Problems of communication – loss of motivation for home worker, de-skilling (where opportunities for a wider variety of work are limited)

Suggestions

104. It is suggested that, prior to the introduction of any home working scheme, it is negotiated between the employer and potential employee, including representatives from appropriate Trade Unions and should include the following as best practice:-

- The scheme should always be voluntary and not forced upon any existing employee
- The person employed as a home worker should retain full employment rights and not be self employed or sub-contracted
- The employee should operate from a separate room in the house
- A trial period for employees who transfer from office to home based working, with the right to return to the previous contractual arrangements

For Permanent Home Workers, there must be:-

- Additional security and data protection training given to ensure that the home worker is fully aware of security considerations, and understands their responsibilities for maintaining security and confidentiality
- Access to telephone links and to electronic mail where possible (using Trust e-mail from home will necessitate the purchase of a remote access token by the home workers department.)
- A risk assessment carried out by an appropriate person to ensure compliance with the appropriate Health and Safety Regulations i.e. VDU Regulations
- Regular opportunities for home workers to meet each other as well as office based colleagues
- Regular contact with a named manager
- The same rates of pay and other employment benefits as Trust based staff
- Inclusion in all training and development opportunities
- Equipment supplied and maintained by the Trust
- An agreement regarding heating, lighting and payment
- Regular visits by the Manager to the home worker's home to assess or for health and safety
- Encouragement to join a recognised Trade Union (in common with all Trust employees).

Data Protection and Security Considerations

105. Where work concerns personal or confidential data, the Trust must comply with Data Protection Act, other legislation and the common law duty of confidentiality no

matter where the work is conducted. The Trust is responsible for the application of “appropriate organisational and technical measures” to ensure the safety of all its information, particularly confidential information relating to patients and staff. Particular issues apply to staff working from home.

Trust Information Protection Policy

106. The Trust Information Protection Policy and Guidelines apply equally to users working at home. Prospective permanent and occasional home workers are responsible for obtaining and reading a copy of the Policy. The document can be obtained via the ICT Contact Centre on 22822 or from the Trust intranet site on <http://orhnet.orh.nhs.uk/dataprotec/default.asp> and go to Information Policies.

Security Training

107. Home workers must have additional training in data security and confidentiality as they are required to manage services such as Anti Virus protection etc. which would be mostly managed on their behalf when based on Trust premises. This training can be arranged by calling the ICT Contact Centre on 22822.

Health Records

108. Physical Health records must not be removed from Trust premises.

Computer Equipment

109. Computer equipment for permanent home workers must be supplied by the Trust. The computer must be housed, wherever possible, in a separate room and should not be used for purposes other than work for the Trust. It must not be used by non-Trust employees. The computer equipment must be password protected. The user is responsible for data backup, data and office security measure, and technical security measures. Further guidance is available in the Trust Information Security Policy.

110. Occasional home workers should use Trust supplied equipment if it can be made available, however, it is recognised that this is not always possible. No identifiable

information relating to patients, (whether identifying them by name, code or otherwise), should be saved to the hard drive of a personal home computer (save to floppy or CD instead). Information is not removed by deletion or formatting and could therefore be inadvertently passed on when the computer is upgraded or disposed of.

External Connections

111. For home workers requiring access to the Hospital network from home, remote access may be provided by dial up using a Secure ID Token, if up to date virus protection is installed. Details can be obtained from the ICT Contact Centre. Using an internet connection via Cable is not recommended as it is prone to hacking.

Virus Protection and Firewall

112. All home workers must have up to date Anti Virus protection. The recommended product is Sophos Antivirus. Users must be responsible for obtaining and installing a regular antivirus update, if the pc is used to access the internet or hospital network by dial up token.

113. A firewall protects a computer from unauthorised interrogation. Personal firewalls can be purchased and their use for home working computers where these have an external connection is recommended (internet/remote access to network etc). Further information can be obtained via the ICT Contact Centre.

Transferring Information

114. All Trust information must be kept securely during transport and use no matter whether in paper or electronic format. Internet e-mail accounts must not be used to transfer Trust information (if this facility is required, a Security ID token should be used). E-mail (even the Trust e-mail system) must not be used to send confidential information.

What to do if you are interested in Home Working

115. For more detailed information, you should contact your HR Consultant.

Zero Hours / As and When Contracts

Introduction

116. As the name suggests, a “Zero Hours” or “As and When” Contract does not have any set contractual hours. Under these contracts, an individual will have a contract with the ORH, but will not be committed contractually to work a set number of hours.
117. This provides the individual with the flexibility of being able to work when they are able to do so, and allows the ORH to have a pool of experienced staff that are available to help out at times of increased demand.
118. Under the Working Time Regulations, since October 1998 individuals on these contracts accrue paid annual leave entitlement to a maximum of 4 weeks (pro-rata if work part time).

Benefits

119. Individuals not committed to work a set number of hours, thereby able to balance work with their other responsibilities.
120. Departments have a pool of experienced staff to call on at times of increased demand.

Problems associated with Zero Hours

121. There are no set hours for this type of contract, therefore individuals are not guaranteed work. Similarly, departments cannot guarantee that individuals will be available for work.
122. Due to the lack of contracted hours, individuals will not have a guaranteed income from this type of contract.

IF YOU REQUIRE ANY FURTHER INFORMATION, THEN PLEASE CONTACT YOUR HR CONSULTANT.

Flexi Time Working

Introduction

123. Flexi Time Working is a way in which an individual employee (part time or full time) fulfils their contracted hours of work but may not work regular hours each day, or a regular pattern of hours each week.

The two main advantages of Flexible Working are that:-

- It allows staff greater flexibility
- It allows management and staff to respond more efficiently to fluctuating workloads

124. There may be departments where Flexi Time Working may not be feasible. However, where it is agreed to be feasible, the following points need to be taken into consideration:-

- The department is adequately staffed to provide the service required at all times
- Resources are fully utilised
- Discussions with HR and Staff Side representatives should take place.

125. It is the responsibility of each Line Manager/Clinical Lead or supervisor overseeing Flexi Time Working to ensure that individuals work patterns do not detract from the effective staffing and running of the department. This may mean an adjustment of core and flexible times. Any individual groups who feel they are being unreasonably restricted should raise the matter through the Oxford Radcliffe Hospitals NHS Trust's Grievance Procedure.

126. Flexi Time working may be revised to reflect services changes and do not form part of an individuals Contract of Employment with the Oxford Radcliffe Hospitals.

127. Fraudulent completion of Personal Time Records will be considered as a serious matter, and will be considered under the Oxford Radcliffe Hospitals Performance and Conduct Procedure.

Model Agreement

128. Managers, Staff, HR Consultants and Staff Side Representatives must negotiate departmental specific flexible working, assisted by the following model agreement.

Guidance for Operating Flexi Time Working

Cover of Office/Service

- Normal 'business' hours to be identified
- Staff must agree flexi hours with supervisor in advance and must accept that they do not have the right to insist upon working the same hours each day.

Hours of Work

- Identify and agree 'core times' during which it is necessary for all staff to be present
- Identify and agree 'flexible times' where staff are able to start and finish at an agreed time.

Standard Hours

- Identify and agree standard working week
- Identify and agree standard working day
- Identify and agree standard working half day
- Different staff groups within departments may have different working weeks.

Maximum Working Day

- Identify maximum number of hours which may be worked each day (excluding lunch)
- Discretionary breaks need to be considered
- EU and National Legislation will need to be considered.

Time Recording

- Each member of staff is required to complete a Personal Time Record
- Personal Time Records must be completed accurately on a daily basis.

Control Period

- Identify a control period of 4 weeks
- Identify standard hours for the control period e.g. 4 x standard working week = standard hours for the control period
- Identify maximum number of hours or credit or debit to be carried over
- Designated Manager to total and initial weekly hours and complete
- Record sheet showing balance of hours at end of control period. The member of staff will receive basic pay over the control period.

Excess Hours and Time Off

- Agreement is needed how/when to take annual leave
- Normally credit time is taken in flexible hours
- If time is taken in core periods, this must be within two control periods i.e. half a day per four weeks or one whole day per eight weeks.

Time Off

129. Time off using excess hours must be agreed in advance by Manager/Supervisor.

Annual Leave, Sick Leave, Training Courses

130. Days or half days taken off for annual leave, sick leave, study leave and other authorised absences etc, will be counted as standard working days/half days.

Dental/Medical Appointment

- Appointment to avoid core hours if possible and time to be taken in flexible hours
- Ante-natal care appointments are exempt.

Travel to other Work Bases

131. Travel time to other work bases will count towards working time.

Off Site Working

132. Agree what arrangements are in operation.

Travel Delays Outside Staff Control

133. Agree what procedures are in operation.

Overtime

- Overtime is not part of Flexible working
- Arrangement for overtime work to be agreed by the Manager.

Termination of Employment

134. Staff must balance hours before leaving.

Review

135. After agreement and implementation, Flexi Time working should be reviewed at intervals of 6/12 months by Managers, Staff, HR and Staff Side Representatives.

SAMPLE RECORD SHEET

Flexi Time Working

Name: Supervisor:

Four Weeks Commencing: B/Fwd. Hrs: Deb/Cred:

Total of Hours to be carried forward

| | AM IN | AM OUT | PM IN | PM OUT | TOTAL | NOTES |
|-----------|-------|--------|-------|--------|-------|-------|
| Monday | | | | | | |
| Tuesday | | | | | | |
| Wednesday | | | | | | |
| Thursday | | | | | | |
| Friday | | | | | | |

Total Number of Hours Worked =

Total of Hours to be carried forward

| | AM IN | AM OUT | PM IN | PM OUT | TOTAL | NOTES |
|-----------|-------|--------|-------|--------|-------|-------|
| Monday | | | | | | |
| Tuesday | | | | | | |
| Wednesday | | | | | | |
| Thursday | | | | | | |
| Friday | | | | | | |

Total Number of Hours Worked =

Total of Hours to be carried forward

| | AM IN | AM OUT | PM IN | PM OUT | TOTAL | NOTES |
|-----------|-------|--------|-------|--------|-------|-------|
| Monday | | | | | | |
| Tuesday | | | | | | |
| Wednesday | | | | | | |
| Thursday | | | | | | |
| Friday | | | | | | |

Total Number of Hours Worked =

Total of Hours to be carried forward

| | AM IN | AM OUT | PM IN | PM OUT | TOTAL | NOTES |
|------------------|-------|--------|-------|--------|-------|-------|
| Monday | | | | | | |
| Tuesday | | | | | | |
| Wednesday | | | | | | |
| Thursday | | | | | | |
| Friday | | | | | | |

Total Number of Hours Worked =

Flexi Hours : 08.00 – 09.30am/12.00 – 14.00pm/16.30 – 18.30pm : Total 4 wk. Period

Core Time : 09.30-12 noon / 14.00-16.30pm : Plus/Minus Hrs. B/Fwd

Minimum Lunch Time 30 Mins. Total for Period

Less Standard Period

Managers Signature: Debit/Credit Hrs. C/Fwd

Procedure for Compressed Working Hours

136. Compressed Working Hours allows people to work their total number of agreed hours over a shorter number of working days e.g. you may work full time hours but over a period of 4 days a week instead of the usual 5 or alternatively 9 days per fortnight instead of 10.

Benefits for Employees

- Allows individuals to work a fewer number of days
- Allows individuals to maintain their full time hours which in turn will maintain their full time salary
- It may make travel easier for individuals and individuals may make savings on travel time as well as costs
- It could give individuals regular time off work for other commitments
- Parenting can be shared as both parents can opt to work compressed hours. This also helps to reduce childcare costs.

Associated Problems for Employees

- Individuals will need to think about working more hours on some days which may cause problems if they have caring responsibilities
- Working longer days can be tiring.

How do Compressed Working Hours work?

137. Compressed Working Hours are ideally suited to areas within the Trust where 24 hour working is needed, but there is no reason why they cannot be used effectively within other areas of the Trust. However, the needs of the service must be taken into account when a request for compressed hours is considered. Individuals who wish to apply for Compressed Hours will need to discuss this with their Line Manager/Clinical Lead in order to ascertain whether this method of working is suitable for their area of work.

138. Individuals can decide to work their full time hours over 4 days having 1 fixed day off per week; alternatively they can agree to rotate their day off. Working arrangements are dependent on agreement with the Line Manager/Clinical Lead in relation to service needs. In addition to this, individuals could compress the number of hours they work over a fortnightly basis working only 9 days per fortnight, once again with a fixed day or flexible day off. If more than one individual wishes to apply for Compressed Working Hours within a department, then it may be appropriate for the individuals to agree a rota system where they each take off a different day during the week in order for cover to be maintained within the department.

Breaks

139. The Trust Policy on Working Time Regulations (No. 44), should also be consulted when considering compressed hours as this details the breaks that individuals are entitled to under the Working Time Regulations.

How long would Compressed Hours last?

140. Compressed Hours can be worked on a temporary or permanent basis. Individuals may wish to consider working compressed hours on a temporary basis where they have specific caring responsibilities e.g. an ill relative that would require them to have an additional day off in the week. Alternatively, they may be undertaking study in which a day off would prove beneficial to them. Alternatively, individuals could enter into this agreement on a permanent basis.

Annual Leave

141. This will be calculated in hours as per the Agenda for Change calculation.

142. If individuals have any queries with regards to Compressed Hours, then they should contact their link HR Consultant who will be able to discuss this in more detail with them. Alternatively, if they wish to apply for Compressed Hours, then they will need to complete the application form for Flexible Working and give this to their Line Manager/Clinical Lead.

APPENDIX 1

SAMPLE RECORD SHEET

Flexi Time Working

Name: Supervisor:

Four Weeks Commencing: B/Fwd. Hrs: Deb/Cred:

Total of Hours to be carried forward

| | AM IN | AM OUT | PM IN | PM OUT | TOTAL | NOTES |
|-----------|-------|--------|-------|--------|-------|-------|
| Monday | | | | | | |
| Tuesday | | | | | | |
| Wednesday | | | | | | |
| Thursday | | | | | | |
| Friday | | | | | | |

Total Number of Hours Worked =

Total of Hours to be carried forward

| | AM IN | AM OUT | PM IN | PM OUT | TOTAL | NOTES |
|-----------|-------|--------|-------|--------|-------|-------|
| | AM IN | AM OUT | PM IN | PM OUT | TOTAL | NOTES |
| Monday | | | | | | |
| Tuesday | | | | | | |
| Wednesday | | | | | | |
| Thursday | | | | | | |
| Friday | | | | | | |

Total Number of Hours Worked =

Total of Hours to be carried forward

| | AM IN | AM OUT | PM IN | PM OUT | TOTAL | NOTES |
|-----------|-------|--------|-------|--------|-------|-------|
| Monday | | | | | | |
| Tuesday | | | | | | |
| Wednesday | | | | | | |
| Thursday | | | | | | |
| Friday | | | | | | |

Total Number of Hours Worked =

Total of Hours to be carried forward

| | AM IN | AM OUT | PM IN | PM OUT | TOTAL | NOTES |
|------------------|-------|--------|-------|--------|-------|-------|
| | AM IN | AM OUT | PM IN | PM OUT | TOTAL | NOTES |
| Monday | | | | | | |
| Tuesday | | | | | | |
| Wednesday | | | | | | |
| Thursday | | | | | | |
| Friday | | | | | | |

Total Number of Hours Worked =

Flexi Hours : 08.00 – 09.30am/12.00 – 14.00pm/16.30 – 18.30pm : Total 4 wk. Period

Core Time : 09.30-12 noon / 14.00-16.30pm : Plus/Minus Hrs. B/Fwd

Minimum Lunch Time 30 Mins. Total for Period

Less Standard Period

Managers Signature: Debit/Credit Hrs. C/Fwd

APPENDIX 2
OXFORD RADCLIFFE HOSPITALS NHS TRUST
APPLICATION FORM FOR FLEXIBLE WORKING

NAME:.....

DEPARTMENT:.....

DATE OF COMMENCEMENT IN TRUST:.....

CURRENT GRADE:..... CURRENT HOURS:.....

Please indicate below which flexible option you wish to apply for:

- | | | | | | |
|------------------|--------------------------|------------------|--------------------------|-----------------|--------------------------|
| Term Time | <input type="checkbox"/> | Annualised Hours | <input type="checkbox"/> | V Time | <input type="checkbox"/> |
| Job Share | <input type="checkbox"/> | Career Break | <input type="checkbox"/> | Home Working | <input type="checkbox"/> |
| Zero Hours | <input type="checkbox"/> | Flexi-time | <input type="checkbox"/> | Part time Hours | <input type="checkbox"/> |
| Compressed Hours | <input type="checkbox"/> | | | | |

If applicable, please provide further details i.e. career break for 2 years

.....

.....

.....

.....

Reasons for applying:

.....

.....

.....

.....

Signed:..... Date:.....

Manager to complete:

Request Accepted Request Refused

Please detail any specific conditions i.e. to be reviewed after 6 months

.....
.....
.....
.....
.....

Reason request refused:

.....
.....
.....
.....
.....
.....

Signature:..... Print Name:.....

Date:.....

White Copy – Applicant

Pink Copy – Manager

Yellow Copy – Human Resources

Supplementary Sheet to Application Form

Please state how you think your new working pattern will impact your colleagues and the service delivered by the Trust:-

Flexible Careers Scheme for Hospital Doctors**Synopsis
March 2005****Introduction**

The Flexible Career Scheme has been developed to give practical endorsement to flexible working as an integrated part of a hospital doctor's professional career. Its objective is to provide a stimulus to the growth of flexible working opportunities for all grades and specialties and to provide opportunities for those who have left the NHS to return via a period of supervised refresher training. It recognises that all Trusts are now pledged to implement IWL and are expected to make progress on all aspects.

The scheme is administered on behalf of the Department of Health by NHS Professionals and *should not be confused with Flexible Training Scheme administered by the Deanery.*

How will it benefit the Trust?

Obviously there is clear advantage to the doctors on the scheme but there are significant benefits to Trusts too. For career grade posts Trusts receive "pump priming" type funding to create additional part-time posts which may make it possible to bring forward development plans or to retain the skills of an experienced consultant while a new consultant becomes established.

Training grade doctors and returners will require supervision but may be able to ease pressure on rotas and retaining these doctors in the NHS will provide a workforce for the future. Unlike flexible trainees these doctors are fully funded.

What posts does it cover?

The scheme is available for **all** hospital doctors, who have settled status or indefinite leave to remain in the UK/EEA. Doctors on "permit free training" or requiring a work permit will not be eligible. It applies to all of the following situations:

- Doctors in the training grades who wish to take a managed break from training.
- Retired doctors or doctors nearing retirement who wish to continue to make a service contribution.

- Doctors who choose not to make a commitment to full-time medical work for a period of time.
- Doctors who have just been awarded their CCST, who wish to work flexibly.
- Unlike the Flexible Training Scheme, candidates do not have to demonstrate a need for flexible working but may just have a desire to work in this way in order to achieve a work/life balance.

Who can come back to the NHS?

The purpose of the Scheme is to support the return to clinical practice of medically qualified individuals who fulfil the criteria indicated below.

The Postgraduate Dean (or nominated Associate Dean) or Director of Postgraduate General Practice approves applications from doctors who have been assessed as suitable to join the Flexible Careers Returner Scheme and recommends them for entry to the Scheme.

Funding – All Cases

Although funding is provided by NHS Professionals on behalf of the Department of Health, doctors on the scheme are employed by the Trust.

Salaries are assessed and calculated locally in accordance with appropriate National or local Terms & Conditions of Service. NHS Professionals will not dictate how much the doctor should be paid but will reimburse appropriate salary costs.

Funding is **not** available for locum appointments.

All doctors on the scheme are entitled to a payment of £700 per year towards professional expenses (funded by NHS Professionals). This should normally be paid by the employer as a lump sum along with the first month's salary and at the beginning of each year on the scheme and can be reclaimed by the Trust with the first quarter's funding. The fee is meant to help the doctor with expenses such as GMC registration and membership of professional bodies and is therefore taxable but not superannuable.

Funding will be paid on a quarterly basis in arrears and the Trust will be required to fill in pay details on a proforma so that invoice amounts can be agreed.

Training Grades

Training grade doctors, will be **fully funded** to work up to 19 hours per week. Details are decided in consultation with the Deanery.

Funding for training grade posts will include an amount equivalent to £1000 per year for a full time post for study leave (pro rata to the number of hours worked and length of time on the scheme e.g.. £475 for a doctor working 19 hours per week for a full year). This money will be given to the Trust by NHS Professionals and the expectation is that it should be added to the Trust study leave budget. In exceptional circumstances NHS Professionals may provide additional funding for specific study courses.

Doctors employed under the scheme are supernumerary and are not classed as Flexible Trainees. Employing Trusts are not therefore bound by the National Terms & Conditions relating to banding payments for Flexible Trainees. Doctors on the scheme are not required to do out of hours work, where any out of hours work is done this must be within the 19 hours and is paid at the basic hourly rate.

Returners

“Returners”, who require a route back into the NHS through a period of supervised practice, may work up to full time for a maximum of six months with **100%** funding. Banding payments may be applicable for Returners working full time with out of hours work but those working part-time would normally be paid at a rate equivalent to the basic rate for the grade for the number of hours they work. Any banding payments are reimbursed by NHS Professionals.

Trusts also receive study leave funding for returners as detailed above.

Career Grade Doctors

Career grade doctors will be able to work less than full time with funding for maximum of 5 programmed activities (Doctors who have recently acquired CCST and seeking their first Consultant post may be eligible to be funded for up to 6 PAs) subject to agreement with the employing Trust.

Funding is **50%** for the first year, **25%** for the second year, **10%** for the third year and nil thereafter.

How does it work?

The minimum number of sessions worked must enable Doctors to fulfil the requirements of revalidation for their particular specialty. The placements will also enable doctors to keep up their practice, receive advice and have access to appraisal.

In each case, the scheme can be adapted to individual circumstances, but will have these features.

Doctors accepted onto the scheme will be employed by the Trust where they are working and will be subject to Trust policies and procedures. Appropriate pre-employment checks will need to be carried out by the Trust and in the case of career grade doctors proper appointments procedures must be carried out as appropriate, as partial funding is provided to allow Trusts to set up additional part-time posts.

Training grade posts should be time limited at the outset (extension to cover maternity leave or long term sick leave may be granted where appropriate but the doctor must apply to NHS Professionals in writing for an extension well in advance of the expected end date). Usually this means 2 years for trainee grades.

Career grade posts are funded for a maximum of 3 years but it is usually expected that the doctor will have an indefinite contract (although this may not be necessary where a doctor is using the scheme to reduce their commitment towards retirement).

The number of hours may be averaged over the year (annualised) rather than worked on a regular basis, where appropriate.

Specialist Registrars should be eligible to retain their National Training Number for the duration of their period on the scheme, subject to agreement of the Postgraduate Dean.

Placements can be made available which provide out-of-hours experience and doctors may opt to work out-of-hours, but they will not be required to do so as long as this is not a condition of their revalidation. Any out of hours work would normally be within the scheme's limit on hours and funded in the same way as day time work. Returning doctors who are working full time and undertaking some on-call may be eligible for banding payments.

Because posts are usually less than the half time minimum required they will not normally count towards training and are considered time out from training. Doctors on the scheme therefore do not have to be placed in approved training slots although they will normally work where training is available.

Posts will contain an educational CPD element and each doctor will meet regularly with a clinical and educational supervisor.

Doctors on the scheme will be entitled to access the same range of employment benefits as other colleagues e.g. sickness, annual leave, maternity rights, study leave, NHS pension scheme.

Training grade posts should normally be in the specialty the doctor was previously working in, the scheme should not be used to gain entry to a new specialty.

All posts are additional to establishment.

Any additional (locum) work undertaken by the doctor should be directly through a Trust or through NHS Professionals (i.e. not through commercial locum agencies).

Any doctor applying for a career grade post in a Trust new to them, must go through normal appointment procedures and usually the post must be advertised.

Placements in training grade posts will be made at the discretion of the Postgraduate Dean/Associate Dean monitored for consistency with the guidelines by NHS Professionals.

What happens - for Returners and Training Grade Doctors

The process usually begins with the doctor contacting NHS Professionals and being referred to the Deanery although some doctors may approach the Deanery independently or for other reasons.

The Associate Dean will usually interview the doctor to establish their suitability for the scheme, their "training" needs and how these might be achieved in view of their personal circumstances and to develop an exit strategy.

The doctor will then need to arrange a job plan and will be given advice by the Deanery on who to contact to arrange this. We would expect at this stage that the training Consultants would involve Medical Staffing.

Once details of the job have been agreed the form are signed off by the Associate Postgraduate Dean before being returned to NHS Professionals. At this stage NHS Professionals will make contact with Trust Medical Staffing.

It is essential that the Medical Staffing department of the employing Trust are given sufficient time for any necessary pre-employment checks and this will be taken into account when discussing start-dates. Although we may have been given a proposed start date by the candidate and the Deanery the decision on actual start date will be a local one.

What happens - for Career Grade Doctors

Doctors in post and wanting to reduce hours will usually have discussed this with colleagues and may submit a joint application with the Trust with an agreed date for the change in contract. As they are already employed by the Trust there would be no requirement to advertise such posts.

Doctors looking to return to a career grade post but who do not require refresher training (e.g. those who have recently retired) may submit an application and NHS Professionals will approach Trusts on their behalf about the creation of a part-time post. Normally such posts will need to be advertised but in cases where a retired Consultant is returning to the same Trust it might be possible to avoid this, subject to local policies and procedures.

Doctors looking for a new career grade post (e.g. those who have recently obtained CCST but wish to work part-time) may submit an application and NHS Professionals will approach Trusts on their behalf about creating a part-time post. Such posts will need to be advertised in accordance with usual policies and procedures.

Where posts are advertised, Trusts are responsible for ensuring that Equal Opportunities policies and procedures are followed. Posts should be advertised as part-time and may include a statement such as “applicants may wish to apply for the Flexible Careers Scheme” and giving a contact number for details on the scheme.

Should a doctor other than the original applicant for the scheme be appointed to a part-time post which has been advertised the Trust should still be eligible to receive funding from the scheme.