

THE DUDLEY GROUP OF HOSPITALS NHS TRUST

RETIREMENT POLICY

1 POLICY STATEMENT

With effect from April 2011 the default retirement age of 65 is no longer applicable. The normal age for employees to access their state or NHS pension is still 65, and some employees may wish to retire at this age.

Nothing in this policy alters the right for staff in 'special classes' to retire at the agreed earlier age, or for staff to retire earlier than normal age at which pension can be accessed, in accordance with the provisions of the NHS Pension Scheme.

2 SCOPE OF THE DOCUMENT

This document applies to all employees of Dudley Group NHS Foundation Trust. It has been compiled using relevant Employment Law, the appropriate NHS guidelines, ACAS codes of practice and the Values of the Trust.

3 DUTIES AND RESPONSIBILITIES

3.1 The Chief Executive

The Chief Executive has overall responsibility for ensuring this policy is effective in its implementation and supports effective working relationships.

3.2 Director of Human Resources

The Director of Human Resources is responsible for ensuring this policy is fully implemented, that it is legally compliant and that it is monitored on a regular basis.

4 PROCEDURE

Employees must provide to their line manager, in writing, notice of their intention to retire. The notice period must be the minimum required stated, or referred to, in their contract of employment.

The employee must contact NHS pensions directly to apply for their pension; this process can take up to 3 months, therefore staff are advised to contact the NHS Pensions at the earliest possible date. Information regarding your pension application can also be obtained from the Payroll Department.

5 PHASED RETIREMENT

Details of options in relation to phased retirement can be found within the Flexible Employment Options Policy.

Originator: HR Manager

Approving Committee: Risk Committee

Date of Ratification: September 2011

Date of Review: August 2014

Policy Supersedes: This is a new Policy

Equality Screened: Y

Date: September 2011

Equality impact Assessment: NA

FLEXIBLE EMPLOYMENT OPTIONS POLICY

1. PREAMBLE

- 1.1 This Agreement is made between the Trust and those staff side organisations recognised by the Trust and will take effect from September 2006
- 1.2 The practical operation of the Agreement will be reviewed from time to time and any amendments will be agreed between the parties identified in paragraph 1.1.
- 1.3 Either party may terminate the Agreement, giving no less than 6 months notice. The notice period will be used to seek to reach a replacement Agreement. Withdrawal from the Agreement by any individual staff organisation will not by itself invalidate the Agreement.
- 1.4 The Agreement applies to all employees of the Trust.

2. INTRODUCTION

- 2.1 This policy details the flexible employment options available within the Trust and the procedures for raising and responding to requests for flexible working arrangements.

3. PRINCIPLES AND SCOPE

The aim of this Policy is to:

- 3.1 Help employees to balance their responsibilities at work with their personal commitments at home by offering a range of flexible working arrangements
- 3.2 Meet the legal obligations in accordance with the Employment Act 2002 by offering employees the right to request to work flexibly
- 3.3 Be applied in a fair and consistent manner to ensure that all employees are treated in accordance with the Trust's Equal Opportunities Policy

Flexible Employment Options entered into should:

- 3.4 Be of value to the employee whilst not affecting other employees detrimentally.
- 3.5 Not affect the service needs or quality of service of the Trust.
- 3.6 Be for a mutually defined and agreed period between the individual and their Manager.
- 3.7 Provide a framework to enable Managers to support staff making requests for Flexible Employment Options in line with current employment legislation.

4. FLEXIBLE EMPLOYMENT OPTIONS

The Trust's Flexible Employment Options provide a varied range of working arrangements that help employees to balance their responsibilities at work with their personal commitments at home. They enable the Trust to improve the recruitment of new staff and the retention of existing staff.

There are a number of flexible employment options available for staff who meet the eligibility requirements, (see Appendix 5). These are:

a) **Part-time Working**

Part-time working is defined as an arrangement whereby staff work less than full time hours. The arrangements are flexible subject to the needs of the service. No staff are excluded from requesting part-time working.

b) **Annualised Hours** - is an agreement where the number of hours to be worked is agreed for a whole year. It allows flexibility in working style and helps regulate hours according to workload and personal family commitments.

A spreadsheet for calculating annualised hours can be located at Appendix 7 to this Policy.

c) **Flexitime** – Flexitime aims to provide staff with flexibility to accommodate their domestic and other responsibilities without impairing the efficient and effective running of the Trust. This arrangement gives staff the opportunity to vary their times of arrival and departure from work, vary the timing and length of their lunch breaks and allowing staff to take time off if they work extra hours. In this instance it would be necessary to make some formal record of the hours worked.

For continuity of service it might be appropriate to set core hours of work that the individual must work to meet the needs of the service.

d) **Job Sharing** - Job sharing involves two people sharing the responsibilities of one full time job. The jobsharers divide the hours, workload and responsibilities of the job and share the pay and benefits in proportion to the hours worked by each sharer. It differs from conventional part time working because the job sharers agree to share accountability for the whole job.

e) **Term Time Working** – This enables employees to work during published school term periods and to be absent from work on an unpaid basis during some or all of the published school holiday periods. Work is therefore carried out during school term times and pay and holiday entitlement is adjusted to allow for the extra time off taken during the school holidays.

A calculation for calculating term time working hours can be located at Appendix 8 to this Policy.

f) **Voluntary Time** – allows a voluntary reduction in time at work (and reduced income) for an agreed period. This could include reduced hours for the working week, or on a particular day or for a period of time, with the right to return to substantive contracted hours of work afterwards.

- g) **Compressed Hours** - is a form of flexible working where a set number of days do not need to be worked each week. It allows flexibility in working style and helps regulate hours according to level of workload. For example 4 longer days could be worked rather than 5. However, the working time must be within legal requirements for health and safety. The Working Time Regulations (1998) stipulate a maximum of 48 hours a week can be worked on average and there should be a minimum of 11 hours rest in between each day, 12 hours for workers aged under 18 (please refer to the Policy on Working Time for further information). Hours worked would be recorded in the same way as flexitime. The acceptability of such an application would depend on how well this fitted in with the shift patterns of colleagues, service needs and any resulting disruptions.
- h) **Shift Working** - is a form of flexible working, which also aims to assist in the provision of flexibility, allowing staff to accommodate their domestic and other responsibilities and the Trust to set shifts according to workload. Where appropriate, staff and management can mutually agree weekly, monthly or quarterly patterns of working, including recognised work breaks, up to and including the contracted hours per week.
- i) **Phased Retirement** – assists an employee with the transition from work into retirement. The scheme allows eligible employees, those under the minimum retirement age, to work reduced time during their last two to six months before retirement date. The scheme operates at the discretion of the Trust and is subject to the needs of the service. There are three options, which are available to an individual depending on their NHS service. There is no contractual entitlement to benefit from the terms of the scheme.
- j) **Job Break** – is an option to move to a less demanding, lower paid role for a specified period of time.
- k) **Employment Break** – is aimed at employees who need to take an extended break of 6 months to 5 years away from work unpaid. Options could include time to care for elderly relatives, looking after children, undertaking a period of study or work within the community or voluntary sector.

The Trust will not in all cases be able to guarantee a return to the same post, particularly at times of organisational change. The Trust will endeavour to ensure that recognition of the individual's previous role is taken into account when organising a return to work, provided the individual has maintained their professional skills and registration if appropriate.

For further details on any of the above options refer to the Detailed Overview of the Flexible Employment Options at Appendix 1 and Guidance Notes for Managers at Appendix 2.

5. RIGHT TO REQUEST FLEXIBLE EMPLOYMENT OPTIONS

All Trust employees have the right to request a flexible employment option subject to eligibility. However, there is no automatic requirement for the Trust to grant flexible working as there will be situations when the Trust is unable to accommodate such requests due to the needs of the service or other relevant considerations such as the ability to recruit quality temporary staff to replace lost time/hours.

The right to apply is designed to meet the needs of both the employee and the Trust. This Policy aims to facilitate discussion and encourage both the employee and the employer to consider flexible working patterns and to find a solution that suits both. The employee has a responsibility to think carefully about their desired working pattern when making an application and to suggest what the impact would be on the ward/department and how it could be overcome. The Trust is required to follow a specific procedure as detailed in paragraph 6 to ensure requests are considered objectively.

Under the Employment Act 2002, the Trust has a statutory obligation to consider requests for flexible working by employees who have children aged under six or of disabled children aged under 18, who have been continuously employed for 26 weeks. Employees have the right to apply to vary their terms of employment in order to work flexibly. The Trust has a statutory duty to consider these applications.

Although the statutory requirements identify specific eligibility criteria the Trust will consider all requests for flexible working following the procedure as detailed in paragraph 6.

Employees have the right to request flexible working on return from maternity leave (for further information please refer to the Trust's Maternity and Adoption Policy) however any approval will be subject to the needs of the service.

6. PROCEDURE FOR APPLICATION

6.1 The employee should submit an application form for flexible employment to their Manager (see Appendix 3). Generally only one application per employee can be made a year. If a request is granted the agreed flexible working will be for a specified period of time and subject to review. It will be important therefore that, before making an application, the employee gives careful consideration to which working pattern will suit their needs. The Trust may wish to consider a specified mutually agreed trial period first.

After receiving the written application, the Manager will have **28 days** in which to arrange a meeting with the member of staff. This is to enable the Manager and the employee with the opportunity to explore the desired work pattern in depth, and to discuss how best it might be accommodated. It will also provide an opportunity to consider other alternative working patterns should there be problems in accommodating the desired work pattern outlined in the employee's application.

Within **14 days** after the date of the meeting the manager should respond in writing to either agree the new work pattern, (including a start date and review date;) or to provide clear business ground(s) as to why the application cannot be approved and the reasons. There may be occasions when the Trust may want to take further action before notifying the employee of the final decision, and this will be notified to the employee and further timescales provided.

6.2 Grounds for refusal

Under legislation, the Trust is entitled to refuse an application if the proposed changes have one or more of the following consequences;

- the burden of additional costs;
- a detrimental effect on ability to meet customer demand;
- the inability to re-organise work amongst existing staff or recruit additional staff;
- a detrimental impact on quality or performance;
- insufficient work available during the time the employee proposes; or
- planned structural changes that will mean that in future the proposed change will have a consequence, as listed above, for the Trust .

6.3 Appeals

The employee has a right to appeal against the Manager's decision within **14 days** of the date of the letter confirming the outcome of the request. The Appeal will be dealt with in accordance with the Trust's grievance procedure starting at Stage 2 of the procedure.

6.4 Procedure for Withdrawal

An individual who wishes to withdraw their application or suggest a change to the flexible employment option should notify their manager in writing as soon as possible.

A letter of confirmation will be sent to the individual within **14 days** of receipt of the withdrawal letter.

7. HEALTH AND SAFETY CONSIDERATIONS

Where appropriate, managers should conduct risk assessments to assess any health and safety concerns arising as a result of the changes in the working patterns of their staff.

8. RESPONSIBILITIES OF THE MANAGER

It is the responsibility of the Manager to:

- Consider and respond to an individuals' request within the timescales outlined in this Policy.
- Complete the necessary paperwork in connection with the relevant flexible employment option (see Appendix 6 for copies of standard letters)
- Set dates to review an individuals' flexible employment option.
- Record and monitor individuals' flexible employment options.
- Provide the Payroll Department with a change form, identifying the necessary changes to an individuals' pay and attaching a copy of the full calculations (see Appendix 7 and Appendix 8 for further guidance).

9. RESPONSIBILITIES OF THE EMPLOYEE

It is the responsibility of the Employee to:

- Confirm their request in writing to the Manager outlining their preferences etc (see Appendix 6 for copies of standard letters)
- Consider the impact of their request on the service.
- Consider which flexible employment option will suit their specific needs and put proposals forward to their Manager.
- Adhere to the agreed revised working arrangement

10. YEARLY REVIEW

All flexible employment options agreed are for a maximum twelve-month period and therefore, it is important that Managers review and monitor these on a regular basis.

Date of Agreement with JNC:	2006
Date of Approval by Board:	October 2006
Date of Review:	October 2009

DETAILED OVERVIEW OF FLEXIBLE EMPLOYMENT OPTIONS

The main purpose of the Trust's Flexible Employment Options is to provide a varied range of working arrangements that will help employees, at different times within their working life, to balance their responsibilities at work with their own personal commitments at home.

THE POLICY COMMITMENTS

The Trust will monitor Flexible Employment Options to ensure that they:

- Maintain and build upon good employment practice.
- Comply with any changes to employment legislation.
- Reflect the needs of employees and the service needs of the Trust.

Flexible Employment Options is an entirely voluntary programme and will reflect the following :

- Options entered into should be of value to the employee, whilst not affecting other employees detrimentally.
- There will be an explicit agreement between the employee and the Trust.
- The agreement should be for a mutually defined and agreed period.
- Equal opportunity and access to all the Flexible Employment Options will apply to all eligible Trust employees.

ANNUAL HOURS

WHAT IS IT

Annual Hours is an agreement where the number of hours to be worked is agreed for a whole year. This is different from the conventional arrangement where the number of hours to be worked is defined on a weekly basis.

Annual Hours therefore provides a range of flexible working patterns that can be attractive to the Employee and the Manager. For example:

- the annual hours can all be scheduled to be worked at regular set times; or
- the annual hours can be scheduled to be worked at set times each week at certain times of the year; or
- the annual hours can be scheduled to be worked only at certain times of the year; or
- the annual hours can be scheduled so that the majority of hours are worked at agreed times, with a proportion left unallocated, to be worked during the course of the year;

Annual Hours is therefore a very flexible way of working. It can apply equally to "full-time" and "part time" staff.

ELIGIBILITY

Annual Hours working is available to all employees who are contracted to work more than 500 hours per year. i.e. working more than 9.5 hours per week.

HOW DOES IT WORK

There are a number of key points:

- the Annual Hours option enables the Employee and their Manager to determine when the agreement will start. This can be from the commencement of any month throughout the year.
- the Annual Hours option enables the Employee and their Manager to agree the number of contracted hours to be worked during the year. This will be between 500 and 1956, the whole time hours of a full time employee.
- a maximum of 48 hours may be worked in any one week.
- although there may be considerable variation in the actual number of hours worked per week, the Annual Hours agreement means that the Employee's annual salary will be calculated using the agreed total of contracted hours per annum. The annual salary will be paid in twelve equal instalments, to provide a regular level of monthly income.

FLEXITIME

WHAT IS IT

Flexitime is an arrangement that can organise the working day or shift in such a way that it provides a better fit to the needs of the service and the personal circumstances of the employee.

Flexitime enables the employee to work longer hours at certain times and shorter hours at others, providing that the employee works a minimum number of hours over a set period.

The Flexitime option splits the normal working day or shift into two parts. The first part is the "core time" when the employee is expected to be present at work. The second part is the "flexible time" when the employee is able to vary their start and / or finishing time. Although the "flexible time" element is normally at the beginning and end of the normal working day or shift, there can be circumstances where it would be appropriate to also define a "flexible time" period during the middle of the normal working day or shift.

Flexitime can be a useful additional option, and can be used in a number of different circumstances. For example:

- on a whole ward / departmental basis , to assist employees with child care and other carer responsibilities
- on an individual basis, to assist an employee who needs a degree of flexibility in their start-finish times for a particular purpose for a defined period of time
- on a temporary / seasonal basis e.g. To assist employees and service staffing arrangements during peak workload and / or holiday periods.

ELIGIBILITY

Flexitime working is available to all employees of the Trust.

HOW DOES IT WORK

Flexitime is intended to provide a useful degree of "day to day" worktime flexibility by providing for relatively small fluctuations in daily hours.

Flexitime arrangements work best where there is a good balance between helping the employee to combine their work and personal responsibilities and helping the manager to plan to cover service requirements.

There are a number of key points:

- the setting of Core and Flexible time periods is very important and will be different in different areas
- flexitime is not intended to be a way in which employees accumulate a lot of hours
- the relatively small fluctuations in daily hours should mean that the balance of hours within any one week should not exceed plus 10 or minus 5 hours
- the flexitime option normally works over a monthly period or the established roster period.
- accumulated "balance" hours should be either "worked" or taken as time off in lieu before the end of the subsequent pay period.
- flexitime will not result in variations to normal contracted pay.

VOLUNTARY TIME

WHAT IS IT

Voluntary Time is a special form of part-time working. It allows an employee to either reduce or increase their normal hours of work by an agreed amount for an agreed period of time.

The employee continues in the same job during the voluntary time period. At the end of that period the employee returns to their substantive, "contracted" hours of work.

Voluntary Time is a very flexible scheme, which allows an employee to change their hours of work, for an agreed period, without having to make a permanent change to their hours of work.

The most obvious applications include:

- assisting an employee who needs to change their hours of work for a short term period, to allow them to deal with changed personal commitments.
- enabling an employee to respond to a manager's need to cover a short-term peak work period, without having to commit to a longer term increase in their normal hours of work.

ELIGIBILITY

Voluntary Time working is available to all employees of the Trust who have been employed with the Trust for at least 3 months.

HOW DOES IT WORK

There are a number of key points:

- the voluntary time option will normally apply for between one month and twelve months in duration. At the end of the period they will be reviewed and may be extended by mutual agreement.
- during the voluntary period, pay and other benefits will be calculated on a pro-rata basis
- at the end of the voluntary time period the employee is guaranteed a return to their pre-existing hours of work, unless organisational changes mean that this is no longer appropriate.

JOB SHARING

WHAT IS IT

Job Sharing is a voluntary arrangement normally involving two people sharing one full-time job. The Job-Sharers share the workload and responsibilities of the job, and they share the pay and benefits of the job in proportion to the hours worked by each sharer. It differs from conventional part-time working, because Job-Sharers agree to share accountability for the whole job.

The Job-Sharers are jointly responsible for the entire job. They choose how they would like to divide up the work and then agree this division with their manager. For example, the job may be divided up on the basis of hours worked, by projects, by tasks or by clients etc. The key thing is that the way in which the job is divided is fair and covers all aspects of the job - both the interesting and the not so interesting.

The way in which the working hours are arranged also needs careful consideration. Although it may be ideal if a job is shared on an equal basis between Job Sharers, the flexibility within the scheme is considerable, for example:

- each partner could work the equivalent of two and a half days a week; or each partner works set shifts or mornings or afternoons i.e. split shifts or days; or each partner works alternate weeks; or
- the partners agree an unequal sharing of the full time working pattern.

ELIGIBILITY

Job Sharing working is available to all employees and all potential employees of the Trust unless it can be shown that there are specific and particular reasons why a job is expressly not suitable for a Job Share arrangement.

HOW DOES IT WORK

There are a number of key points:

- each job sharer must work at least 16 hours per week and generally not more than 21 hours a week
- the job sharing arrangement should generally add up to the full time hours for the particular staff group
- each job sharer is paid pro rata i.e. the relevant full-time salary is split between the job sharers according to the number of hours they work
- similarly, all other benefits including holidays etc will be worked out on a pro-rata basis
- both job sharers must be given equal access to training, team briefing, appraisal, promotion opportunities etc etc

It is also important for time to be set aside for the job sharers to communicate with each other on a regular and structured basis, be that face to face, by hand over, or by telephone etc. This aspect of the job sharing arrangement is very important to ensure the continuity of work, and in maintaining the close working bond between the jobsharers.

If a job share partner wishes to end the arrangement, then the other partner may be offered the remaining hours available for that post. However the remaining partner may wish to continue the job sharing arrangement and in this case the vacated job share element will be advertised. If a new partner cannot be recruited the other partner will be required to revert to full time hours.

EMPLOYMENT BREAK

WHAT IS IT

The Trust's Flexible Employment Options programme includes a number of Employment Break options to suit a range of different circumstances.

Career Break is aimed at an employee who needs to take an extended break of 6 months to 5 years away from work for personal reasons e.g. to care for an elderly relative or to look after children who are too young to attend school etc. This break could be taken as two separate periods depending on the individual's circumstances provided the total length of the break does not exceed 5 years.

Study Break is mainly aimed at individuals who want to take a shorter period of "time out" from work to undertake a period of study or to work within the community or voluntary sector.

ELIGIBILITY

Employment breaks are available to employees who have at least 12 months continuous service, full time or part time with the Trust.

HOW DOES IT WORK

There are a number of key points:

Employment Breaks have an important effect upon length of "continuous service", and it is important that employees understand how these conditions will affect their future entitlements.

"Continuous service" is divided into two categories: firstly, continuous service for Statutory purposes, and secondly continuous service as part of the Contract of Employment with Dudley Group of Hospitals NHS Trust. An Employment Break will have the following effect

- **For Statutory** purposes an Employment Break **will not** break continuity of service for employment law purposes, including statutory redundancy provisions

Continuity of service will also be retained for NHS pension purposes, subject to the specific rules of the NHS Pension Scheme.

- **For Contract of Employment** purposes an Employment Break **will break** the continuity of service for contractual purposes, including incremental credit, maternity leave and contractual maternity pay, annual leave and paid annual leave, sick pay and contractual redundancy payments.

The length of "continuous service" with the Trust will therefore be based upon the period of service before the commencement of the "employment break" **plus** the period of service **after** the end of the "employment break".

Other points to consider are:

- keeping in touch is a very important part of any employment break, especially when providing for the smooth and effective return to work for the employee.
- for any employment break extending for 12 months or more the employee will be expected to do the equivalent of 10 days paid work every 12 months in their former job.
- when an employee returns to work at the end of an employment break their pay and all other conditions of employment will be re-instated at the same level as when they commenced their employment break, taking into account any normal changes to Trust pay and conditions.

If their former job is no longer available, the employee will receive prior consideration for any equivalent position for which they meet the normal person specification criteria.

Under Review

JOB BREAK

WHAT IS IT

A Job Break is a break or change from the present job. For example, a Job Break could involve a change to less demanding work, for a specified period of time.

This option is designed to help those employees who have personal commitments that make it difficult to cope with the combined pressures of home life as well as their responsibilities at work.

ELIGIBILITY

Job Breaks are available to employees who have at least 12 months continuous service with the Trust.

HOW DOES IT WORK

There are a number of key points:

- the break will normally be between 6 months and one years duration.
- the employee will need to keep in touch with their substantive post, as this will be important for the smooth and effective return to work for the employee and therefore arrangements should be made for the employee to receive regular "up dates" on issues that affect the "regular" post.
- this option provides the employee with a period of time away from their regular position and therefore their salary will be adjusted to reflect the job they perform during the Job Break.
- when an employee returns to work at the end of a Job Break, their pay and all other conditions of employment will be re-instated at the same level as when they commenced their employment break, taking into account any normal changes to Trust pay and conditions.

If their former job is no longer available, the employee will receive prior consideration for any equivalent position for which they meet the normal person specification criteria.

PHASED RETIREMENT

WHAT IS IT

Phased Retirement is part of the way in which the Trust assists an employee with the transition from work into retirement. The underlying purpose is to enable an employee to adjust from a working life to a non working life.

Phased Retirement is best regarded as a form of "special leave" that allows the eligible employee to work reduced time during their last two to six months before retirement date. The emphasis is on the employee's needs in preparation for retirement.

The Phased Retirement Scheme operates at the discretion of the Trust and there is no contractual entitlement to benefit from the terms of the scheme.

ELIGIBILITY

The phased Retirement scheme is open to all Trust employees who by the date of their planned retirement, will have completed 5 years' continuous service with the Trust and are eligible to retire within the NHS Superannuation criteria.

HOW DOES IT WORK

There are 3 levels at which this option will work:

- | | |
|----------------|--|
| Level 1 | for 5 - 10 years length of service
Up to 1 day or 20% of normal working time off for each week during the last 2 months service. This time would be paid. |
| Level 2 | for 10 - 25 years length of service
Up to 1 day or 20% of normal working time off for each week during the last 3 months service. This time would be paid. |
| Level 3 | for 25 years or more length of service
Up to 1 day or 20% of normal working time off, per month in months 6, 5, and 4 prior to the planned retirement date, plus 1 day or 20% off in for each week during the last 3 months service. This time would be paid. |

There are a number of other key points:

- arrangements for taking this special leave will be agreed between the employee and the manager, including agreement about which days etc are available to be taken.
- all normal entitlements including continuity of service etc continue to accrue during the special leave.
- the special leave cannot be accrued to be paid at the time of retirement.

TERM TIME WORKING

WHAT IS IT

Term Time Working is a special variation of a full-time or part-time contract of employment. Term Time Working enables the employee to work during published school term periods, and to be absent from work, on an unpaid basis during some or all of the published school holiday periods. Work is therefore carried out during school term times and pay and holiday entitlement is adjusted to allow for the extra time off taken during the school holidays.

Term Time Working can be a very valuable option for an employee responsible for the care of school age children. It can ease the problem for someone who would like to return to work when their child reaches school age but are prevented from doing so by the worry of how they will cope with the long school holidays. It can also help those employees who are already working but may find it difficult to continue when their child reaches school age.

It is important to state that an employee who chooses Term-Time Working continues to accrue their statutory right of employment protection in the usual way. The employee also continues to accrue continuity of employment in the normal way.

ELIGIBILITY

Term Time Working is available to employees and potential employees of the Trust.

HOW DOES IT WORK

There are a number of key points:

- Term Time Working agreements will normally apply for up to renewable one-year periods.
- at the commencement of each "school year" the employee will advise the manager of the dates of the school holidays and agree with them the dates they will work for that year.
- the annual salary will be paid in 12 equal monthly instalments, to provide a regular level of monthly income.
- as part of the Term Time Working agreement the employee will normally take their leave entitlement (calculated on a pro-rata basis and included in the calculation of the annual salary level) during the school holiday periods.

TELL ME MORE

Employees should discuss their interest with their Manager and examine the practicalities of how the option could work to mutual advantage in the particular work setting.

The employee and their manager should take some time to consider the option before making a decision to ensure that there is clear understanding of all the relevant terms and conditions that may apply. Importantly the appropriate record-keeping and payroll administration details need to be discussed.

The agreement will be recorded with a copy for the employee, the manager, the Human Resources Directorate and a copy for the individual's personal file.

It is important that the Employee and the Manager periodically assess the practical operation of the Option, to ensure that it is meeting its planned aims for both the Employee and the Manager.

FLEXIBLE EMPLOYMENT OPTIONS

GUIDANCE NOTES FOR MANAGERS

1 THE MANAGER'S ROLE IN GRANTING FLEXIBLE EMPLOYMENT OPTIONS

- 1.1 The manager has a key role in managing the Flexible Employment Options Policy. Together with the responsibility of being fair and consistent, the Policy should be used as an opportunity for the department, enabling creative ways of working for everyone.

The benefits of the Policy include improving recruitment and retention, improving working lives, increasing staff numbers which should bring an increase in flexibility, balancing staff availability with service provision and ultimately improving staff morale.

- 1.2 It is important for managers to consider the following factors:-

- The type of option requested
- Impact on the service
- Impact on other staff
- The number of requests received
- The review period
- Maternity leave
- Sickness leave
- Annual leave
- Study Leave

- 1.3 Managers should ensure the Application Form in Appendix 3 is completed and the actions detailed in the flowchart in Appendix 4 are followed.

- 1.4 Reference should also be made to the 'Basic Rules Checklist' in Appendix 5.

- 1.5 As with all other employment issues, it is important to:-

- Be consistent, whilst taking into account individual circumstances
- Act reasonably and fairly and without discrimination
- Consult the employee in a meaningful manner
- Give the employee the opportunity to discuss the flexible employment option in detail
- Consider the full facts bearing in mind the impact on the service before making any decisions

2 RECORD KEEPING

- 2.1 Managers must maintain adequate records. Completing the Application Form (Appendix 3) and forwarding a copy to the individual's personal file should achieve this.

3. MONITORING

- 3.1 Managers must ensure that the flexible working arrangements are reviewed and monitored on a regular basis as mutually agreed to ensure that they meet the needs

of the individual and the service.

- 3.2 Review periods should be mutually agreed at the beginning of flexible working arrangements and carried out accordingly.

4 CORRESPONDENCE

- 4.1 Managers should send out the necessary correspondence using the sample letters in Appendix 6 to the individual concerned.

5 TIMESCALES

- 5.1 It is important that all timescales identified in Section 6 of the Policy are adhered to and if this is not possible, the extensions should be mutually agreed in writing with all parties.

Under Review

APPLICATION FORM FOR FLEXIBLE EMPLOYMENT

Part 1: To be completed by employee

Personal details

Name:

Personal No:

Ward/Department:

Continuous service with Trust:

Continuous service with NHS:

Option Requested:

Period From:

Period To:

Have you applied in the past 12 months for a flexible employment option?

If yes, please give full details.

Reason for request

Describe your current working pattern e.g. days/hours/times worked?

Describe the working pattern you would like to work in future e.g. days/hours/times worked?

Impact of the new working pattern.

Please state below how this change will affect the Trust and your colleagues:

Accommodating the new working pattern.

Please state below how the effect on the Trust and your colleagues can be dealt with:

Signed: _____ **Date:** _____

Part 2: To be completed by Manager

Is the employee eligible to apply for this option? Yes No

Have you discussed and explained the following?

Continuous Service	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input type="checkbox"/>
.....	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input type="checkbox"/>
Duration of Option	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input type="checkbox"/>
.....	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input type="checkbox"/>
Annual Leave	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input type="checkbox"/>
.....	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input type="checkbox"/>
Pension	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input type="checkbox"/>
.....	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input type="checkbox"/>
Sickness	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input type="checkbox"/>
.....	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input type="checkbox"/>
Maternity	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input type="checkbox"/>
.....	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input type="checkbox"/>
Remuneration	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input type="checkbox"/>
.....	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input type="checkbox"/>
Rules and regulations of option	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input type="checkbox"/>
.....	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input type="checkbox"/>
Return to work notice period	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input type="checkbox"/>
.....	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input type="checkbox"/>
Repayment/Resignation	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input type="checkbox"/>
.....	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input type="checkbox"/>
Review period	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input type="checkbox"/>
.....						

Please detail below your comments in relation to the above request, stating reasons for approval or not:

Period of time option approved: _____

Special arrangements:

Expected date of return (if applicable) _____

Date agreed for review: _____

Part 3: Agreement to be signed by Employee and Manager

I understand that if I leave the employment of the Trust, before the end of the agreed period I may be required to repay the Trust monies if applicable (e.g. Term Time contract, Annualised hours).

I also understand that my written acceptance of this application will be regarded as authorisation for the Trust to deduct such monies and I will be properly informed prior to any such deduction being made. Due consideration will be given to any issues of personal financial hardship.

I confirm this is my only application to work flexibly in the last 12 months.

Employee Signature: _____

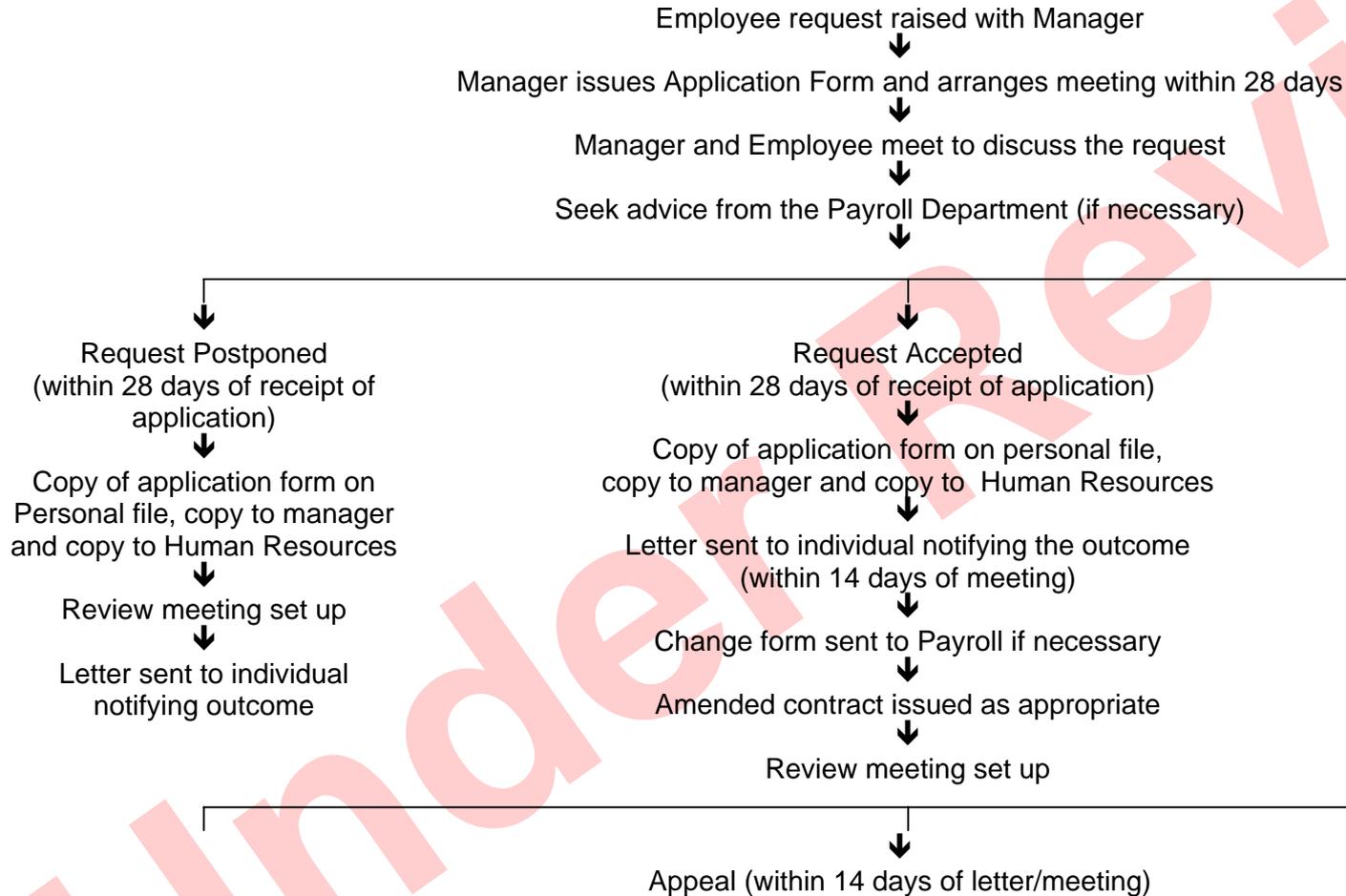
Date: _____

Manager Signature: _____

Date: _____

Cc: Personal File
Human Resources

FLOW CHART



**FLEXIBLE EMPLOYMENT OPTIONS
BASIC RULES CHECKLIST**

	ELIGIBILITY	MAXIMUM DURATION	ANNUAL LEA
ANNUAL HOURS	<i>All Trust employees who work more than 500 hours a year</i>	<i>One Year</i>	<i>Pro Rata to hours w</i>
TERM TIME WORKING	<i>All Trust employees and potential employees</i>	<i>One Year</i>	<i>Pro Rata <u>all</u> taken the School Holid</i>
FLEXITIME	<i>All Trust employees and potential employees</i>	<i>As agreed between the individual and the Manager</i>	<i>No changes</i>
VOLUNTARY TIME	<i>All Trust employees with at least 3 months service</i>	<i>From one month up to a year</i>	<i>Pro Rata to hours w</i>
JOB SHARING	<i>All Trust employees and potential employees, unless it can be shown that there are specific and particular reasons why a job is expressly not suitable for a job share arrangement.</i>	<i>Until one of the partners no longer wishes to job share</i>	<i>Pro Rata to hours w</i>
EMPLOYMENT BREAKS	<i>All Trust employees with at least 12 months continuous service with the Trust</i>	<i><u>Career Break</u> up to 5 years in 2 breaks <u>Study Leave</u> up to 2 years</i>	<i>Not Eligible</i>
JOB BREAKS	<i>All Trust employees with at least 12 months continuous service with the Trust</i>	<i>From 6 months to a year normally</i>	<i>Dependent on hou grade of new j</i>
PHASED RETIREMENT	<i>All Trust employees with at least 5 years continuous NHS service. There are three options dependant on length of service.</i>	<i>Can start between 2 and 6 months before retirement</i>	<i>No changes</i>

FLEXIBLE EMPLOYMENT OPTIONS
SAMPLE LETTERS

Letter	Timescales
Employer's Confirmation of Receipt Letter	Within 28 days of receiving request
Flexible Working Application Acceptance Letter	Within 14 days of meeting
Flexible Working Application Rejection Letter	Within 28 days of receiving request
Flexible Working Application Appeal Letter	Within 14 days of letter
Flexible Working Application Appeal Acceptance Reply Letter	Within 14 days of appeal letter
Flexible Working Application Appeal Rejection Reply Letter	Within 14 days of appeal letter
Flexible Working Application Extension of Time Limit Letter	As Applicable
Flexible Working Application Notice of Withdrawal Letter	Within 28 days of withdrawal date
Flexible Working Application Employer's Confirmation of Withdrawal Letter	Within 14 days of withdrawal letter

Employer's Confirmation of Receipt Letter

(To be completed and sent to employee within 28 days of receiving request)

Our ref:

Date:

To:

Dear

I confirm that I received your request to change your work pattern on (DATE).

A meeting has been arranged for (DATE) at (TIME) in the (VENUE) at (HOSPITAL) Hospital.

In the meantime if you have any queries please do not hesitate to contact me on extension (INSERT EXTENSION NUMBER).

Yours sincerely

(Name)

(Title)

cc Personal File

Flexible Working Application Acceptance Letter

(To be completed and sent to employee within 14 days of meeting)

Our ref:

Date:

To:

Dear

Following receipt of your Application and our meeting on *(insert date)*, I have considered your request for a new flexible working pattern.

(If approved use the following)

I am pleased to confirm that I am able to accommodate your application. Your new working pattern will be as follows:

Your new working arrangements will begin from *(insert date)* until (DATE) at which point this will be reviewed.

Please find enclosed two copies of your Amendment to Contract. Please sign both copies retaining one for yourself and returning the other copy to me within 14 days of this letter.

(If unapproved use the following)

Unfortunately, I am unable to accommodate your original request. However, I am able to offer the alternative pattern which we discussed and which you agreed would be suitable to you. (INCLUDE DETAILS)

Yours sincerely

(Name)

(Title)

Enc: Amendment to Contract (2 copies)

cc Personal File

Flexible Working Application Rejection Letter

(To be completed and sent to employee within 28 days of receiving request)

Our ref:

Date:

To:

Dear

Following receipt of your application and our meeting on *(insert date)*, I have considered your request for a new flexible working pattern.

Unfortunately, in accordance with the Trust Flexible Employment Options Policy, I am sorry but I am unable to accommodate your request for the following reasons:

The ground(s) apply in the circumstances because:

While I understand that you will be disappointed by this decision, I would like you to know that this in no way detracts from the value and regard in which your contribution is held.

You do have the right to appeal against this decision within 14 days of the date of this letter. Your appeal will be dealt with in accordance with the Trust's grievance procedure so your letter should be addressed to (name of next level of management)

Yours sincerely

(Name)

(Title)

cc Personal File
Human Resources

Flexible Working Application Appeal Letter

(To be completed and sent to Line Manager within 14 days of letter)

Our ref:

Date:

Dear

I wish to appeal against my Manager's decision to refuse my application for flexible working.
I am appealing on the following grounds:

Yours sincerely

(Name)
(Title)

Flexible Working Application Appeal Acceptance Reply Letter

(To be completed and sent to employee giving. To be arranged within 14 days of Appeal Letter)

Our ref:

Date:

To:

Dear

I have considered your appeal against the decision to refuse your application to work a flexible working pattern.

I accept your appeal against the decision. I am therefore able to accommodate your original request to change your working pattern as follows:

Your new working arrangements will begin from: *(insert date)*

Yours sincerely

cc Personal File
Human Resources

Flexible Working Application Appeal Rejection Reply Letter
(To be completed and sent to employee within 14 days of Appeal Letter)

Our ref:

Date:

To:

Dear

I have considered your appeal against the decision to refuse your application to work a flexible working pattern.

Unfortunately, I must reject your appeal for the following ground(s):

The ground(s) apply because: *(please continue on a separate sheet if necessary)*

I confirm that you do not have a right to appeal against this decision.

Yours sincerely

cc Personal File
Human Resources

Flexible Working Application Extension of Time Limit Letter

(To be completed and sent to employee)

Our ref:

Date:

To:

Dear

I wish to extend the amount of time that the regulations allow me to:

(please delete below as applicable)

- Arrange a meeting to discuss your application (28 days)
- Notify you of my decision regarding your application (14 days)
- Arrange a meeting to discuss your appeal (14 days)
- Notify you of my decision regarding your appeal (14 days)

I wish to extend the time limit to *(insert number)* days. This means that I will have until *(insert date)* to complete the necessary action. I need the extra time for the following reason:

If you agree to this extension, please complete the slip below and return it to me by (DATE).

Yours sincerely

(Name)

(Title)

Employee's Agreement to Time Extension
(To be completed and returned to (INSERT NAME))

Dear

I accept your request to extend the amount of time to (INSERT DATE)

Signed:

Date:

Flexible Working Application Notice of Withdrawal Letter

(To be completed and sent to Line Manager as soon as possible)

Our ref:

Date:

To:

Dear

I wish to withdraw my application to work flexibly which I submitted to you on *(insert date)*

I understand that I will not be able to make another application until twelve months after the above date.

Yours sincerely

(Name)

(Title)

Flexible Working Application Employer's Confirmation of Withdrawal Letter
(To be completed and sent to employer within 14 days of withdrawal letter)

Our ref:

Date:

To:

Dear

I confirm that I have received notice that you wish to withdraw your application for flexible working which you submitted to me on *(submit date)*.

Under the right to apply, you will not be eligible to submit another application until twelve months after the above date.

Yours sincerely

(Name)
(Title)

cc Personal File
Human Resources

FLEXIBLE EMPLOYMENT OPTIONS

CALCULATION OF WEEKLY HOURS SPREADSHEET

Column A	Column B	Column C	Column D	Column E	Column F	Column G	Column H	Column I
Week Number	Week Ending	Hours Proposed	Average Weekly Hours	Hours Actually Worked**	Hours Annual Leave**	Hours Bank Holiday**	Hours Sick**	Grand total of **
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								
21								
22								
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31								
32								
33								
34								
35								
36								
37								
38								
39								

40
41
42
43
44
45
46
47
48
49
50
51
52

0.00	0.00	0.00	0.00	0.00	0.00	0.00
------	------	------	------	------	------	------

Guidance Notes:

Column A is the week number (1-52) annualised hours contract must run for exactly 52 weeks

Column B is the week-ending dates

Column C is the schedule of hours proposed by the employee

Column D is the average number of hours calculated by reference to the total of column C, divided by 52

These average hours will be paid every month until the total of column E can be identified

(A comparison can be done after 6-months to make sure the average hours being paid is not excessively more or less than the work actually done.)

Annual leave entitlement is based on average wkly hours

FLEXIBLE EMPLOYMENT OPTIONS
CALCULATION OF TERM TIME WORKING

Complete
shaded
boxes

1. Calculation of normal entitlement to Annual Leave:

How many weeks annual leave would they normally receive?

A

Plus Bank Holidays (expressed as weeks)

B

Number of weeks actually worked (**A+B-52**)

C

2. Calculation of Term Time Annual Leave:

How many weeks of term will they work?

D

How many weeks annual leave would they normally receive?

A

(Divide **A** by **C** and multiply by **D**)

E

Entitled to **D** weeks of work plus **E** weeks annual leave =

F

3. Calculation of pay entitlement:

Number of contracted hours during work time

G

Annual hours due calculated by multiplying **F** by **G**

H

Divide by 52.14 to arrive at average weekly contracted hours to pay

J

PAYMENT MADE IN 12 EQUAL INSTALLMENTS UNLESS OTHERWISE REQUESTED

Human Resources response:

- 1) Please state how many registered nurses are currently employed by your organisation - giving the answer in head count and full time equivalent posts.

<u>Registered Nurses</u>		
Primary and Secondary Assignments - Excluding bank workers	FTE	1417.29
Primary Assignment Only - Excluding bank workers	Headcount	1613

Effective 16/07/13

- 2) Please state how many healthcare assistants are currently employed by your organisation - giving the answer in head count and full time equivalent posts.

<u>Health Care Assistants</u>		
Primary and Secondary Assignments - Excluding bank workers	FTE	549.27
Primary Assignment Only - Excluding bank workers	Headcount	642

Effective 16/07/13

- 3) Do you know how many of your registered nurse employees and healthcare assistants are due to reach normal retirement age by January 1, 2015?
(For nurses the normal retirement age is 60 in line with the NHS pension scheme.
Therefore please calculate your answer based on the age of 60)

<u>Number of employees who will have reached or already be over the age of 60 years old on 01/01/15</u>		
Health Care Assistants	Health Care Support Worker	67
Registered Nurse	Community Nurse	4
	Community Practitioner	3
	Enrolled Nurse	1
	Midwife	4
	Midwife - Specialist Practitioner	1
	Modern Matron	3
	Sister/Charge Nurse	23
	Specialist Nurse Practitioner	13
	Staff Nurse	35

Primary Assignment Only - Excluding bank workers

EFFECTIVE: 16/07/13

Trust Headquarters
Russells Hall Hospital
Dudley
West Midlands
DY1 2HQ

Date: 13/08/2013

FREEDOM OF INFORMATION ACT 2000 - Ref: FOI/011501

With reference to your FOI request that was received on 02/07/2013 in connection with 'RCN Publishing -Staffing'.

Your request for information has now been considered and the information requested is enclosed.

Further information about your rights is also available from the Information Commissioner at:

Information Commissioner

Wycliffe House
Water Lane
Wilmslow
Cheshire SK9 5AF
Tel: 0303 123 1113
Fax: 01625 524510
www.ico.gov.uk

Yours sincerely

Information Governance Manager
Room 34a, First Floor, Esk House, Russells Hall Hospital, Dudley, DY1 2HQ
Email: FOI@dgh.nhs.uk

1) Please state how many registered nurse are currently employed by your organisation - giving the answer in head count and full time equivalent posts.

Please find attached Q1 - 3

2) Please state how many healthcare assistants are currently employed by your organisation - giving the answer in head count and full time equivalent posts.

Please find attached Q1 - 3

3) Do you know how many of your registered nurse employees and healthcare assistants are due to reach normal retirement age by January 1, 2015?

(For nurses the normal retirement age is 60 in line with the NHS pension scheme. Therefore please calculate your answer based on the age of 60)

a) If yes, please state how many of your registered nurse employees have said they plan to retire by January 1, 2015.

b) If yes, please state how many of your healthcare assistants have said they plan to retire by January 1, 2015.

Information for questions 3a and 3b is not held centrally. The Trust has provided information for staff reaching the age of 60 as of January 1 2015. The Trust recognise there is no upper retirement age.

c) Please give the answer in head count and full time equivalent posts.

d) Please also provide a full breakdown of posts – for example, midwives, nurses, health visitors, healthcare assistants etc

Please find attached Q1 - 3

4) If you do not know how many of your nurse workforce is due to retire by January 1, 2015, please outline any initiatives your organisation has planned to find out and when this work will begin.

There is no upper retirement age. Individuals notify their line managers of their intention to retire on an individual basis. Therefore the Trust can only address this on an individual basis.

5) Does your organisation have any recruitment initiatives planned to recruit extra nurses in the next six months? If yes, please provide details.

We have identified funding for a further 18 Registered Nurses (RN) and we are currently appointing to these posts We are continuing with our initiative to employ all newly qualified RN that graduate and qualify next month; this is over and above our current vacancies and provides newly qualified RN with perceptorship and provides a detailed competency based programme that equips them to practice safely and competently as RN.

We are exploring offering a further perceptorship and competency based programme in the next 3 months for newly qualified RN that have not been able to secure employment following qualification.

6) Does your organisation operate any initiative to allow nurses to work flexible hours when they reach retirement age? If yes, please provide details.

Please find attached the Trust Flexible Employment Options Policy (currently under review). This policy is available to all employees and irrespective of their intention to retire.

7) Does your organisation operate any initiatives to allow nurses to work beyond state retirement age if they wish to do so? If yes, please provide details.

As previously stated there is no upper retirement age therefore the Trusts Retirement Policy reflects this sentiment. Please find attached The Trusts Retirement Policy.

8) Please also provide details of any scheme you may have planned to alleviate any predicted staffing shortfalls.

Development of a band 4 Assistant Practitioner role to support RN in the clinical field

Development of a band 4 Theatre Assistant Practitioner role to support registered practitioners in theatres

Increased number of Novice programmes to train unregistered staff to provide Clinical Support Worker posts in the clinical field. This competency based training is proving highly successful in providing well trained competent support staff