

**EVERY CHILD MATTERS ACADEMY TRUST**  
**FLEXIBLE WORKING POLICY AND PROCEDURE**

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## **FLEXIBLE WORKING POLICY**

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### **1.0 INTRODUCTION**

- 1.1 All employees have the right to request flexible working – not just parents or carers. **This is a day one right and employees do not need to have served any specific time with the Trust.**
- 1.2 Employees can request to:
- change the number of hours they are required to work;
  - change the times they are required to work;
  - work from home or an alternative place of business of the employer (whether for all or part of the week).
- 1.3 This covers working patterns such as annualised hours, compressed hours, flexitime, home working, job-sharing, self-rostering, shift working, term-time working and part-time or reduced hours. Please refer to Appendix A for more information.
- 1.4 The Governing Body has a duty to consider all requests seriously; refusal should only be for clear business reasons.
- 1.5 Legislation states that a request to undertake flexible working should be a permanent variation to contract however the Governing Body will consider temporary requests.
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### **2.0 WHO CAN APPLY**

- 2.1 The right applies to all ECM Trust employees. **Employees can make two applications to work flexibly under this policy within a 12-month period.**
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### **3.0 SERVICE PROVISION**

- 3.1 Headteachers are responsible for the delivery of school services and employee supervision; all of these aspects need to be addressed when operating flexible working arrangements.
- 3.2 Headteachers must ensure all school services are resourced to a level necessary to provide a comprehensive level of service to customers. Services must not be reduced, or suffer in any way as a result of flexible working.
- 3.3 Flexible working arrangements must be governed by the demands of the service. The wishes of the individual employees should be taken into account wherever possible. As service delivery must be maintained, it may be necessary to examine some posts or groups of posts to decide if flexible working can be applied fully, partially or not at all.
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### **4.0 MAKING AN APPLICATION**

- 4.1 The employee must apply in writing (which includes e-mail) using the [Flexible Working: Application Form FWR1.](#) The employee is required to state the following:
- that this is an application under the legal right to request flexible working;
  - whether a previous application has been made and if so when;
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- set out the change applied for, e.g. a new working pattern, and the date they wish it to become effective;
- be signed and dated.

4.2

The completed form should be handed to their Headteacher for consideration.

4.3

An employee may have only one live request for flexible working at any one time. Once a request has been made, it remains live until any of the following occur:

- a decision about the request is made by the employer
- the request is withdrawn
- an outcome is mutually agreed
- the statutory two-month period for deciding requests ends

A request continues to be live during any appeal or any extension to the statutory two-month decision period that an employer and employee may have agreed.

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## 5.0 CONSIDERING THE APPLICATION (See flow chart)

5.1 *The Initial Request* - should ideally be considered by the Headteacher within 28 days of an application being received. If there are any issues that need to be discussed a meeting should be held with the employee.

5.2 Legislation requires that a Headteacher must ensure that the initial request including any appeal should be concluded with a **two**-month period.

5.3 *Right to be Accompanied* - An employee is entitled to be accompanied at the meeting by a work colleague or designated Trade Union/ Professional Association Official. However, this right does not extend to family/friends or professional persons such as solicitors and barristers.

5.4 *Reply to employee* - It is recommended that the employee is informed of the Governing Body's decision within 10 working days of the meeting being held. **A request must not be rejected without first consulting with the employee.** The [Flexible Working: Application Form FWR1](#) provides a formal means of communicating the decision to the employee. If the request is approved by the Governing Body then the Headteacher should complete the Variation to Contract (VC02) form.

Valid grounds for rejecting a request could be:

- the burden of additional costs;
- detrimental effect on ability to meet customer demand;
- inability to reorganise work among existing staff;
- inability to recruit additional staff;
- detrimental impact on quality;
- detrimental impact on performance;
- planned structural changes (this can only be justified if the changes are imminent or within the approval system).
- Insufficient work for the periods the employee proposes to work

The Headteacher is therefore expected to consider all reasonable ways of accommodating these requests.

5.6 The Headteacher must provide a reasonable explanation to the employee if an application is not supported for business reasons.

- 5.7 All scanned documentation should then be placed on the employee's electronic record by the Headteacher. Further guidance is available in the [Employee Record Policy](#) which also includes advice on the retention of documents.
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## 6.0 **WITHDRAWAL OF APPLICATION**

- 6.1 If the employee verbally withdraws their application they must confirm this in writing. **Employees can only make two applications to work flexibly within a 12-month period. Any withdrawn application is included in this entitlement.**
- 6.2 Where the employee fails to meet their responsibilities the Governing Body may also treat an application as withdrawn. This will apply when an employee fails more than once to attend a meeting without reasonable cause or unreasonably refuses to provide their Headteacher with information the Governing Body requires to assess whether the contract variation can be agreed to.
- 6.3 In both these circumstances, the Headteacher must issue written confirmation to the employee stating that the application has been withdrawn.
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## 7.0 **APPEAL**

- 7.1 If an employee is not satisfied with the decision taken with the 'Flexible Working Policy and Procedure, then they will have the right to appeal through the following appeals procedure.

An employee has a right of appeal if they feel:-

- the procedure was not properly followed
- business reasons were not sufficiently explained
- incorrect fact stated in the business reason explanation

- 7.2 The employee must submit a signed notice of appeal, using the [Flexible Working: Appeal Form FWR2](#), to the appropriate Chair of Governors within 10 working days of receiving the original response to their request.
- 7.3 The Chair of Governors would meet with all the relevant parties, including the Headteacher who will be required to explain their initial decision.
- 7.4 Following an appeal meeting, the written decision of the Chair of Governors **must** be given to the employee within 10 working days. If the Chair of Governors upholds the decision to reject the application for flexible working they should ensure that the reason for not approving the request is due to valid grounds for rejecting a request as detailed at point 5.5
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## 8.0 **WORKING TIME REGULATIONS**

- 8.1 Under the Working Time Regulations workers should not work more than an average of 48 hours per week, averaged over a 17-week period. In certain circumstances e.g. emergency and resilience plans being instigated, this can be extended to an average over 26 or 52 weeks in consultation with the employee and with the approval of the Governing Body.
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The 48-hour average includes in addition to the normal working week any overtime, on-call time worked, sleep-ins etc.

- 8.2 The Working Time Regulations allow workers to voluntarily opt out of working within the average 48 hour limit. Any opt out is renewable on an annual basis but can be rescinded by the Headteacher where there is a conflict of interest in accordance with the Trust's Code of Conduct Procedure. Employees are able to cancel the 'opt-out' agreement by giving one months' notice in writing to their Headteacher.
- 8.3 Headteachers should refer to the Councils Working Time Regulations Policy to ensure that the flexible working request is compliant.

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## 9.0 **HEALTH AND SAFETY**

- 9.1 Headteachers must ensure safe working systems are in place. This will include out-of-hours emergencies (e.g. fire procedures, loss of electrical power, and failure of lifts. Leak of gas or water or serious building defects), and safe working systems (e.g. working alone, building security, use of equipment, shut down procedure and prohibited operations). In particular, risk assessment must be carried out and safety systems devised where violence or aggression towards employees is a likely occurrence.
- 9.2 Working patterns under this scheme must not compromise employees' health and safety, or that of others. Particular consideration should be given in regard to lone working, availability of adequate supervision and management taking care, with regard to new, less experienced employees, trainees and young employees to ensure their working pattern does not put them at risk in terms of their health and safety (e.g. as a consequence of lack of experience, or absence of awareness of existing or potential risks).
- 9.3 Employees should have regard to their personal safety when travelling to and from work earlier or later than normal. The Health, Safety and Emergency Resilience Unit will provide advice on these issues and should be consulted where procedures do not exist to accommodate flexible working arrangements. Details can also be found on Health and Safety Intranet Site.

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## 10.0 **PART TIME EMPLOYEES**

- 10.1 Part time employees have contractual entitlements based on a pro rata comparison with a full time employee. All requests from part time employees should be considered on the same basis as full time employees.

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## 11.0 **EQUALITY AND DIVERSITY**

- 11.1 This policy has been impact assessed by the Trust's HR provider, if on reading this policy you feel there are any equality and diversity issues, please contact your HR Business Partner who will, if necessary, ensure the policy is reviewed.
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Approved by the Resources Committee April 2024

Next review Autumn 2027

Chair

A handwritten signature in dark ink, appearing to be 'I.V.V.' followed by a stylized flourish.

CEO

A handwritten signature in dark ink, appearing to be 'A. Smith'.

## **APPENDIX A - TYPES OF FLEXIBLE WORKING**

### **Homeworking**

Occasional Homeworking is where employees are office based, but who choose to work on an ad hoc basis at home, with Management agreement. The key features of occasional Homeworking are:

- A written application to work at home is not required, however, each occasion must be agreed by the Headteacher.
- There is no change in designated location i.e. office based and no change of contract is required.
- Employees are accounted for in the desk/space allocation for the working group.
- ICT Support is arranged for designated location i.e. office based working.
- It will not be necessary to set aside an area of the employee's home for Homeworking.
- A written Risk Assessment must be carried out in accordance with the [Homeworking Health and Safety Code of Practice.](#)
- There is no allowance for any additional expenses arising from Homeworking i.e. cost of heating etc.
- Employees do not have to work at home and can stop at any time.

### **Job share**

Job sharing shall be defined as the situation where two employees voluntarily share the duties and responsibilities of one full-time job. An individual job sharer shall not be employed for less than 16 hours every week. A post can only be shared by two persons.

All jobs should be considered suitable for job sharing.

In particular, the suitability of a post for job sharing will be dependent upon:-

- the operational requirements of the school in which the particular post is located; and
- whether or not it is feasible to split the duties of the post without adversely affecting efficiency or effectiveness.

The remuneration and other benefits are shared between the two post holders on a pro rata basis, and where necessary, a degree of overlap may be built into the work periods in order to facilitate effective liaison and communication.

Job share arrangements should not divide a job into separate groups of tasks. The purpose of job sharing is for two post holders to each carry out the full range of duties and responsibilities of that post during their individual working times.

The working arrangements and responsibilities for a particular job shall be determined by the Headteacher concerned, in consultation with job sharers, including any variations in such working arrangements and responsibilities that may be required to be made from time to time.

The Headteacher needs to ensure that other posts having a working relationship with a job share post do not incur any increase in responsibility of either a supervisory or co-ordinating nature which would result in a regrading. Where one partner may be absent from work for any reason, there is no contractual right of the Headteacher to expect the other partner to cover. Where the partner has been informally approached and agreed to cover for an absent colleague, if the individual's time is over and above 37 hours, the extra time should be paid at appropriate enhanced rates (time off in lieu may be granted where appropriate).

If the hours are merely exchanged, then there would be no salary adjustment necessary. These arrangements must be agreed in advance with the Headteacher.

**[Appendix B](#) Job Share Guidance provides further information on setting up a job share post.**

### **Term Time Only Working**

Term Time only Working involves working during school term time only. Absence during the school holiday period will be covered by a combination of annual leave, public holidays and unpaid leave. Employees cannot take paid annual leave during school term time unless agreed by the Headteacher, subject to Service needs. Employees will need to discuss with their Headteacher and agree revised working arrangements well in advance of the start date and provide dates of the school terms each school year.

Leave entitlements are calculated in accordance with NJC green book guidance.

Term Time Only usually consists of working 37 hours per week (pro rata for part-timers), 38 weeks of the year (190 days). Subject to any variation in the duration of the academic year.

Employees who work term time only are paid on a monthly basis, which includes payment for pro rata and public holidays. Term Time only usually consists of working 38 weeks (190 days per year).

The formula used to calculate salary and annual leave/bank holiday entitlement is:

Full Time Salary x Contracted Weeks /52

### **Example calculation**

An employee on Grade 5 working 38 weeks per year with under five years' service

£21,589 X 42.97\* /52= £17,840

\*calculation includes payment for annual leave and statutory leave

### **Voluntary Reduction in working hours**

All employees have the right to request a voluntary reduction in their working hours on a permanent basis however the Headteacher may agree temporary reduction in hours depending on personal circumstances and taking account of service needs e.g. employees requesting a temporary reduction following a period of sickness absence.

If a change is agreed, it will be for either a

- Permanent variation of contract. The employee will have no automatic right to revert back to their former arrangements;
- Temporary variation of contract. The employee will be able to temporarily adjust their working arrangements and after the agreed period revert back to their substantive arrangements.

The status of the change must be agreed and confirmed at the outset.

The agreement to a reduction in working hours will be dependent upon the following factors:

- The operational requirements of the school/department in which the particular post is located.



- The feasibility of the reduction in working hours, either permanently or temporarily, without adversely affecting efficiency and effectiveness.
- That any future requests to increase contracted hours would be considered having regard to the needs of the service.
- That other posts having a working relationship with the employee do not incur any increase in responsibility of either a supervisory or co-ordinating nature, which could result in a regarding.

## **APPENDIX B - JOB SHARE GUIDANCE**

### **1.0 WORKING PATTERNS**

Job sharing posts will generally be split into 'half time' positions e.g. 2 x 18.5 hours per week for 37 hour posts.

It is recognised that some existing jobs do not have a Monday to Friday working arrangement but this will not preclude them to job share. The principles detailed in Appendix A must be adhered to at all times.

Normally the split will be on a 50/50 basis; however, subject to agreement by the Headteacher, the partners may agree a different arrangement. Upon either partner leaving, in the first instance, the remaining job sharer will be offered the post on a full time basis. If they do not wish to increase their hours, then the post will be advertised.

There are no set rules regarding working patterns for job sharers. However, the following examples are most commonly used:-

- (i) **Split Day** – one sharer working in the morning, the other in the afternoon.
- (ii) **Weekly Basis** – each job sharer works 2.5 days per week.
- (iii) **Alternating Days** – both sharers work on a one on/one day off basis rotating over a fortnight.
- (iv) **Alternating Weeks** – both sharers work on a one week on/one week off basis.

Please note that options (iii) and (iv) do not lend themselves to face to face hand-over requirements.

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### **2.0 SETTING UP A JOB SHARE POST**

Job share posts can be set up in the following ways:-

- (i) One candidate can be appointed to a vacant post on a job share basis, and the remaining hours of the post would then be advertised.
- (ii) Two separate candidates can be appointed to a vacant post on a job share basis.
- (iii) An existing post holder can opt to job share and the remaining hours of the post would then be advertised.
- (iv) Two existing post holders in the same or similar jobs can make a request to occupy one post only.

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### **3.0 ARRANGING A JOB SHARE**

#### **Vacancy Advertising**

- (i) All vacancies shall be advertised as suitable for job sharing (except where a Headteacher has demonstrated that a particular post is unsuitable for job sharing, as determined by the principles outlined in section 4).
- (ii) The appropriate statements to be included in advertisements for these posts, and in situations where one sharer of an already job shared post subsequently leaves, are as follows:-  
  
“This post is open to job share.”  
or  
“This vacancy is a job sharing position.”  
*whichever is appropriate.*
- (iii) Recruitment procedures involving prospective job sharer(s) should be as for any full-time post. If the most suitable candidate(s) is/are among the intending job sharer(s), the duties and share arrangements of the post should be clarified with the applicant(s) before job offer(s) are made and contract(s) formed.

### **Requests from Existing Employees**

An existing employee wishing to job share his/her post should submit a formal request to his/her Headteacher.

Whilst desirable, it is not necessary for the individual to have another person to share the job with. The Headteacher will discuss the matter with the individual concerned to confirm the arrangements for sharing his/her post. If the post is considered unsuitable for job sharing, the Headteacher should inform the post holder of this decision as soon as possible and, in any event, within 28 days.

All joint requests for job sharing will be considered on the basis that:-

- both applicants are considered suitable to job share the post;
- both applicants in question are on the same grade;
- where one applicant is graded below that of the post in question, then that part of the proposed job share arrangement must be advertised internally within the **Trust**.

Where approval is given, the part of the post to be filled by another job sharer will be advertised to attract a partner in accordance with normal recruitment and selection procedures. Job share arrangements will not commence until the date a partner commences employment.

Any existing employee making a voluntary application for a job share arrangement will not be entitled to any redundancy or any other compensation payment arising out of the variation of the contract of employment.

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#### **4.0 PROCEDURE WHEN A JOB SHARER LEAVES**

If a job share partner leaves, in the first instance, the remaining job sharer will be offered the post on a full time basis. If they do not wish to increase their hours, then the post will be advertised

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