

Work-Life Balance Policy

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Policy Statement

1.0 Introduction

East London NHS Foundation Trust (hereinafter referred to as "the Trust") aims to develop positive employment practices and benefits which provide a culture that enables all members of staff to balance work requirements with domestic, personal and family commitments. However, all requests will be assessed on an individual basis, depending on the needs of all clinical/non-clinical services.

This policy brings together a number of flexible working arrangements and combines these with existing systems to provide a comprehensive range of employment practices which, it is hoped, will help to retain existing staff and to encourage new recruits. This policy has been designed to guide managers on the opportunities for flexible working arrangements for employees where it is appropriate within the service area.

This policy sets out the key principles of the Trust's approach to Flexible Working Arrangements in particular focusing on:-

- **Flexi-Time** which give employees an element of choice in their starting and finishing times (Appendix 1);
- **Unpaid Leave** which enables employees to be absent from work for agreed periods in the year in addition to annual leave entitlements (Appendix 2);
- **Job Sharing** which offers employees the opportunity to share the responsibilities of a full time post with a job share partner (Appendix 3) ;
- **Employment Breaks** which enable employees to take an extended period of unpaid leave, having the opportunity of returning to a similar position in the Trust at the end of the period of leave (Appendix 4);
- **Home Working** which enables certain kinds of work to be performed at home rather than in the office (Appendix 5);
- **V-time Working** (*voluntary reduced working time*) which enables employees to reduce working hours temporarily because of personal circumstances (Appendix 6);
- **Annualised hours** where a member of staff works a set number of hours over a *one year period*. The set amount of hours are divided into two types; committed and reserve hours (Appendix 8).
- **Reduced Annual Working Time** is arrangement whereby a member of staff works only those periods when schools are open, enabling them to provide care for their dependant children during the school holidays. (Appendix 9)
- **Compressed Hours** allows an employee to work their total number of agreed hours over fewer working days. Often a five-day working week is compressed into four days. (Appendix 10)

1.1 Eligibility

This agreed policy applies to all substantive employees of the Trust.

Part time staff will be entitled to the same benefits as any other substantive employee, pro rata.

In principle, all posts are eligible for consideration if:-

- the service can accommodate this and the Service Manager can support the change;
- the application has been discussed with the Human Resources Department;
- the employee meets the relevant criteria laid out in the specific policies.

All decisions relating to eligibility should be based on the work the post is required to undertake.

An employee can only make one statutory request in any 12 month period.

1.2 Equal Opportunities

The Trust will ensure that all employees are dealt with fairly and consistently in accordance with the Trust's Equal Opportunities Policy in respect of these policies.

1.3 Applying to Change your Work Pattern

Existing Post-holders

Any member of staff who meets the eligibility criteria laid down in the policy is entitled to apply to their manager to change their work pattern.

To do this, an existing employee should formally apply to their manager, in writing, giving at least 8 weeks' notice of the request. The manager should discuss the request with a member of the Human Resources Department and arrange to meet the member of staff within 28 days of the request being received. The manager may invite a member of the HR department to be present. The employee is entitled to be accompanied at this meeting by a work companion.

The manager will respond to the employee's request delivering a written decision with 14 days of the meeting to let the employee know what the decision is. All requests including appeals must be decided on within 3 months from the first receipt. This time limit can be longer if both parties agree.

If the request is declined, reasons for the refusal should be stated to the employee in writing.

Vacant Posts

If a manager believes a vacant post is not suitable to be open for extended flexi - time the manager will need to discuss these reasons with the Human Resources Department and this will need to be made clear to the individual as soon as possible and at the latest when the verbal offer of employment is made. Each post will be assessed on its own suitability for working effectively as a flexi time arrangement to ensure a fair and consistent approach is used.

1.4 Statutory Consideration Process

The following considerations must be taken in to account for each flexible working request. (In some policies there maybe additional considerations to those listed below)

- Operational needs of the service and team.
- The effect on the skill mix of the team/department
- The effect of covering duties on the team/department
- Cost implications
- The effect on quality/performance or the ability of the service to meet service user needs
- The possibility of re-organising work to accommodate the request, considering such things as whether any necessary additional employees can be recruited to accommodate the request of flexible working
- Whether there is sufficient work during the periods the employee proposes to work or the proposal is contrary to any planned structural changes

1.5 Administration of the Scheme

The scheme will be administered by the manager and advised by the Human Resources Department.

All flexible working requests should be reviewed on a quarterly basis to ensure that the flexible pattern is working for both parties.

All copies of formal documentation confirming this agreement will be retained on the employee's personal file in the Human Resources Department.

1.6 Notice of withdrawal

The Trust retains the right to withdraw any flexible working arrangements at any time if it becomes operationally necessary or if it feels the arrangement is not working effectively. In such a case, the Trust will give the employee at least one month's notice prior to withdrawal. The line manager will discuss with the employee whether there are any options other than a return to the originally contracted hours of work.

1.7 Extension and variation

The employee may request an extension of the agreed period of flexible working and/or a variation in the agreed hours. Any such request will be handled through the same application process as that used to establish the original arrangement i.e. a meeting between employee and line manager to discuss all the factors listed under the "*consideration process*" in section 1.3 and then the Human Resources Department will issue a notice of contract variation if the application is agreed.

1.8 Refusal of an application

An employer may only refuse an application if one or more of the following statutory grounds apply:

- 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 quality or performance
- Insufficiency of work during the periods the employee proposes to work.
- Planned structural changes.

1.9 Appeals

If for any reason an employee is not satisfied with the decision that has been made regarding an application submitted under the Work-Life Balance Policy, the employee can appeal against the decision by writing to the Service Director for their own Directorate within 15 working days of the receipt of the letter confirming the outcome of the final decision. This should include an explanation of what factors under the grounds for appeal that the employee felt were not taken into consideration.

The Service Director will be required to hold a meeting with the manager and the employee within 15 days after the employee has told them they want to appeal. Both parties must agree on the date of the meeting. The Service Director will write to the employee saying what the decision is within 5 working days from the date of the meeting. All requests including appeals must be decided on within 3 months from the first receipt.

If the employee misses 2 appeal meetings without good reason, we will then treat the appeal as withdrawn. The employee then won't be able to make another application for 12 months.

The grounds for appeal should cover one or more of the reasons below:

- Process failure occurs during the application process
- Or
- Evidence of inconsistencies within the decision making process

The appeal panel will comprise of a Service Director or a Senior Manager not previously associated to the case and the decision as well as a HR Representative.

The decision of the appeal panel is final and no further appeals are permitted.

20.0 Misuse of this Policy

This policy is intended to provide support to help staff find a satisfactory rhythm between work and other responsibilities such as demands of home life, depending on the needs of the service. Any misuse of this policy may lead to action taken under the Trust Disciplinary Policy & Procedure. An investigation may also be undertaken by the Trust's Local Counter Fraud Specialist which could result in the matter being referred to the Police.

Flexi-Time Policy

1.0 Introduction

This policy is intended to allow staff to vary their starting and finishing times to fit in with their outside commitments and at the same time fulfil their contractual commitments.

In more complex work situations where staffing levels, skill mix and other considerations require a rigorous organisation of hours, true flexi-time may be replaced by staggered hours which set specific start and finish times for staff.

1.1 Benefits

The benefits of flexi-time for staff include:

- being able to fit domestic commitments in around the start or finish of the ordinary working day;
- being able to miss the worst of the rush hour;
- choosing to work early or late when there are fewer interruptions;
- being able to log extra hours worked and take time back later;
- being able to consolidate credit hours into a half-day or day off.

The benefits for the organisation include:

- eases disciplinary issues about lateness;
- reduces absenteeism among staff who would rather take a day off than report in late;
- enables extension of working hours;
- improves recruitment and retention of staff;
- gives some scope to match peak staffing with peak demand during the “core hours” of work.

1.2 Definitions

Flexi Hours

Periods of time, both morning and evening, during which an employee may start and finish work.

Credit Hours

Extra hours worked to be taken as whole or flexi half days at a time agreed with the manager. No more than one standard day is to be accumulated at any one time without the specific agreement of the manager. These days or half days will normally be taken within the next 8 weeks. In exceptional circumstances, where a manager is unable to allow a member of staff to take flexi-days or half days within the 8 week period, the member of staff will be allowed to carry this forward to the next 4 weeks.

Standard Day

The hours worked in a normal working day. This will vary according to the Agenda for Change Terms and Conditions but will normally be one fifth of the weekly hours where a five day week is normally worked. Any member of staff who is absent from work for a legitimate reason (e.g. annual leave, bank holiday, sickness) will be credited with the standard working hours for that day.

Debit Hours

Hours less than standard for the month worked are to be made up in the next 8 weeks. Failure to make up the hours will result in adjustment to the individual's pay unless the manager agrees to an extension of time in which to make up the hours. Not more than one standard day should be in debt at any one time unless the manager agrees this.

Flexi Day/Flexi Half Day

Credit hours taken as full or half day off.

Flexi-Time Sheets

Special time sheets will be available for self-completion by staff who have agreed with their manager to work flexi-time.

Hours of Service

The agreed hours within which a service must be available e.g. the Human Resources Department must be available from 9.am to 5pm. Therefore members of a team wishing to work flexi-time must have local arrangements for covering the hours of service (e.g. some team members may work 8.00-4.00 and some 10.00 - 6.00 but colleagues must cover for each other through 9.00-10.00 and 4.00-5.00 so that clients' needs are met).

1.3 How Flexi- time works

Core hours and flexi-hours will differ according to the service needs of individual departments. Managers will discuss the service needs with staff and will determine the core, and flexi hours appropriate to their departments. Managers will also determine the minimum and maximum lunch breaks to be taken (unpaid).

The standard day will vary with different staff groups. For staff groups who do not have specific hours of work but are contracted by sessions the standard day would be equivalent to the agreed number of sessions normally worked by the employee on a particular day.

- Time will be recorded to the nearest fifteen minutes. Lunch breaks are unpaid and will not count towards flexi hours.
- Staff who persistently fail to meet their contracted hours of work without prior arrangement with their manager may be subject to disciplinary action.
- Managers and staff should work together to ensure that no employee is working more than 48 hours per week.
- In certain circumstances, where work pressure is such that staff may not be able to take flexi-days or flexi half days, the manager may authorise the carrying forward of flexitime to the next 4 weeks.
- Staff who leave the employment of the Trust or the flexitime scheme with outstanding credit hours will be required to take these before leaving. No payment will be made for credit hours.
- Staff who leave flexitime working with debit hours will make them up before leaving or their final pay will be adjusted appropriately.
- Managers and staff should be aware of the Health & Safety implications of allowing an employee to vary their starting and finishing times e.g. allowing staff to work late. If a manager perceives this to be an issue when deciding on whether to authorise an employee as a flexi time worker a discussion should take place with the Human Resources Department.

- Staff wishing to work extended flexitime must have local agreement in place to cover access to their service for "Hours of service". Managers must be able to ensure that "Hours of service" are covered.

1.4 Leave

For annual, compassionate, sick leave, etc, time will need to be entered on the record sheet on the basis of 1 full day or ½ day, this can be also done in hours.

1.5 Time Sheets

All staff will be given four-weekly time sheets to complete on a daily basis. These will be handed to the manager at the end of each 4 weeks for checking and signing. Debit and credit hours up to the stated limit will be carried forward to the next 4 week period (please refer to Appendix 13).

1.6 Additional Considerations to the Statutory Requirements in section 1.4

- How credit/debit hours are kept track of will need to be agreed before implementing the scheme;
- That staff may be working unsupervised during early or late times.

1.7 Statistical & Payroll Reporting

- Managers should keep their own records of flexi-half days and days taken. Please refer to Appendix 11.
- Flexi-half days and days do not need to be notified to the Payroll department.
- If the debit hours are not paid back within the agreed time limit of 8 weeks, the salary will be adjusted accordingly. Adjustments to an employee's salary due to debit hours can only be made once the manager has discussed it with the employee. The manager can then complete a Staff Changes Form for counter-signature by the Human Resources Department to deduct the monies owed from the employee's salary over a reasonable period of time.

Unpaid Leave Policy

1.0 Introduction

This policy allows for a variation of the standard contract of employment, allowing an employee to be absent from work on an unpaid basis for agreed periods in the year in addition to annual leave entitlements. Annual leave will not be accrued during any period of unpaid leave.

Unpaid leave - where an employee wishes to take a period of up to 3 months' time off work and has no paid annual leave entitlement remaining.

1.1 Benefits

The benefits of unpaid leave for staff include:

- being able take additional leave to meet unexpected personal commitments;
-

The benefits for the organisation include:

- Encourages staff to take unpaid leave instead of sick leave;
- Improves recruitment and retention;

1.2 Payroll Reporting

- The manager will inform the Payroll Department to adjust the employees' salary by completing a change form.
- An employee will be classed as being on unpaid leave from the first day of leave until the date of physical return to work, unless annual leave is taken. All employees are paid for 365 days per year. When an employee takes unpaid leave either as an 'occasional' or 'contractual' leave it will be deducted from the employee's salary as the equivalent of 1 day out of each month (1/31) e.g.
- If an employee works Monday to Friday and takes 1 week of unpaid leave the employee will be deducted 7 days pay.

1.3 Consideration Process – Please Refer to Statutory Requirements in section 1.4

When on Unpaid Leave staff must not undertake paid or unpaid work either in the Trust or outside of the Trust, during their contracted hours unless authorisation has been given by the Trust, therefore HR Manager approval should be sought.

Job Sharing Policy

1.0 Introduction

Job sharing is an arrangement whereby two people agree to share the role and responsibilities of a full-time post as stated in the job description. Each partner undertakes a proportion of the work of the post and their salary and benefits are divided between them according to the amount of time that they each work. A job share post essentially remains a full time function undertaken by two people and can revert to a full time post if necessary.

Job sharing benefits staff who want to work part-time in a post that would normally be considered a single full-time appointment.

There are two kinds of job share:

- **Shared responsibility** is where two employees share the responsibilities and tasks of the full-time job. The partners are interchangeable, with either member of the team able to pick up where the other left off. This is best suited to ongoing work rather than project based.
- **Divided responsibility** is where two employees divide the tasks and responsibilities of one full-time position. This arrangement is useful where different projects or client groups require distinct inputs or sets of skills.

1.1 Benefits

For staff the objectives of job sharing could be:

- Being able to take on the responsibilities and challenges of a full-time role and yet work part-time.

For organisations the objectives of job sharing could be:

- to attract or retain people who are not able to do the job full time
- to extend the range of skills and experience brought to the job
- to increase flexibility, e.g. sharers working together at peak periods.
- Improves recruitment and retention

1.2 Definition

Linked application

Where two people who may already know each other and want to work together, apply for the post as a potential job share partnership. Consequently their applications are linked to each other.

1.3 Additional Considerations to the Statutory Requirements in section 1.4

- How will sickness and annual leave of the job share partners be covered?
- what hand-over and overlap arrangements are needed?
- will both job sharers need to attend certain meetings?
- is there enough space for both to work together at some times?
- How should hours be set? Provided that the requirements of the full-time post are met, job sharers usually negotiate between themselves and agree the arrangement with their manager. Some flexibility may be needed in the early stages. The arrangement should allow that if one of the sharers leaves, the vacancy created will be likely to attract new applicants. Various patterns of splitting the week are possible: split days, split weeks, alternating two and three day weeks. In some cases an unequal split of hours can be agreed, but cannot usually go beyond 60/40 without changing the nature of the share.
- Agree communication. The experience of job sharers is that the effort they make to communicate effectively with each other also improves their level of communication with other contacts. Methods may include a logbook, file notes, email, recorded messages and phone calls at home. Occasional overlap of work time enables information and ideas to be exchanged in an informal context.
- Ensure equal access to professional development. It is important that job sharers have equal access to training, career development and participation in team activities. There is no limit to the level of post which can be job shared. Job sharers should be included as much as possible in team development and social events. The additional cost of this should be taken into account.

1.4 Selection Procedure

- The short listing and selection of job share applicants will be carried out in accordance with the Trust's Recruitment & Selection Policy.
- For instances when the Trust has one job sharer in post and is recruiting the second job share partner, a pre-meeting may take place with the existing post holder and the shortlisted candidates. The existing post holder should be encouraged to talk through the job with the potential candidates. However, the existing employee should not be a decision-maker in the interviewing and selection process.
- In determining the suitability of a job share partnership, the selection panel must be satisfied that the proposed pattern of working meets the demands of the post. Where two applicants have applied to share the post as a 'team', both candidates should be suitable for the complete post although it is possible that together they have compensating strengths and weaknesses.
- When interviewing a job share team a widely used practice where full-time candidates are allocated thirty minutes for an interview, is for each job sharer to be interviewed for 20 minutes followed by 20 minutes together (to consider the feasibility of a job share).

- Single Applications - in the event of only one job share application being received for a whole time post which is advertised as suitable for job sharing the applicant should be rejected at the short listing stage unless they have indicated on applying that they would be prepared to work whole time if necessary.
- Linked applications - if, at the short listing stage, one half of a linked application is rejected the successful half should be given the option of continuing to the selection stage either with any unlinked shortlisted job share applicant or as a whole time applicant.

1.5 Terms and Conditions of Employment

- All job share employees will be employed under the Trust terms and conditions of employment. Each partner will be given their own contract of employment, which will need to reflect the particular terms of the agreement.
- Job sharers will be paid pro rata to the full time rate for the number of hours worked. Commencing salary and increments where applicable will be determined in accordance with normal practice. Individual sharers may be offered different rates of pay within the agreed salary scale, according to knowledge and experience.
- The number of hours each job share partner works should be discussed with the job share partner and decided by the manager. However, normally, the total hours will not exceed the established full time post. Each job share partner will not work less than an average of 16 hours per week. Where a job sharer works beyond their normal contracted hours but not outside the normal working week the reimbursement for those additional hours shall be paid at the standard time rate or time off in lieu, at the discretion of the manager.
- Job sharers and management should agree an established working pattern at the outset which will take account of the needs of the service, the requirements of the job, the full range of duties and responsibilities of the post and cover arrangements.
- It may be necessary within the pattern of working that the job share partners have a period of 'overlap' on a regular basis. When this is necessary it should be part of the established pattern of work and contained within the working week.
- It is essential that the job share partners have adequate provisions to 'hand over' work to each other during the working week and are encouraged to discuss issues as often as possible.
- There are certain terms and conditions of employment which may not be applied pro rata. These are:-
 - periods of notice;
 - overtime payments or time in lieu;

1.6 Replacing Job Sharers

- As job sharers are separate employees but depend on each other's contribution to fulfil the needs of the post, one sharer leaving can affect the other sharer's employment, if they cannot be replaced. Each job sharer's written contract of employment will reflect that this is so.
- If one job sharer does leave the following procedure should be adopted;
 - the remaining sharer should be offered the option of full-time working;
 - consideration is given to the remaining job share partner working part-time hours;

- if that is not acceptable another sharer should be sought for the position internally or externally;
 - during the interim period the job sharer may be offered extra hours temporarily, but is not obliged to take them;
 - if, after two recruitment attempts, another job share partner has not been appointed, the post should revert to a whole time post and the remaining job sharer should be re-deployed;
- Dismissing a sharer because the other one leaves (or is dismissed) may be unfair in terms of equal opportunities. All options including suitable alternative employment must be investigated in the first instance.
- If no suitable alternative employment can be found for the remaining job sharer, then it may be necessary to terminate their employment with the Trust.

Employment Break Policy

1.0 Introduction

This Employment Break Policy has been specifically designed to provide employees with the opportunity to take an extended period of unpaid leave. This helps to ensure that the employee does not lose their place within their career and the Trust does not lose trained and skilled employees.

An employment break can be taken for a variety of reasons; to care for dependent or disabled relatives; to study; to work for a voluntary organisation or to travel as well as to provide child care. This list is not exhaustive and there may be other reasons an employee may wish to apply for an employment break.

An employment break will be from a minimum period of 3 months to a maximum of 5 years.

The policy will allow for breaks to be taken more than once, provided that there has been a 2 year gap between breaks.

This policy requires staff to have had at least 12 months continuous service with the Trust for an employee to be eligible for an Employment Break.

1.1 Benefits

The benefits for staff include:

- the ability to take a break from work with the confidence of returning at an agreed future date
- continued contact with work and colleagues during the break
- extending the standard maternity leave period until children have grown older
- the chance to step outside the world of work in order to refresh attitudes and skills
- taking time out when younger with the intention of extending a career later.

The benefits for the organisation include:

- reducing the loss of trained and experienced people who may leave and not come back
- a better return on the investment in training
- a pool of trained, committed employees available for short periods to cover peaks in workload, holidays, and leave
- employees return from career breaks refreshed and with a richer quality of experience
- prevents “burn-out” in mid-career.

1.2 Additional Considerations to the Statutory Requirements in section 1.4

The following criteria should be used by the manager to aid in a decision about whether to approve a request for contractual unpaid leave:-

- Likely benefits to be realised by the individual and the organisation;
- Employee’s length of service with the Trust;
- Alongside the needs of the service and the options for covering the work.

If the application for an employment break is successful, the employee will not have to resign to take an employment break, although there will be a change to the contract of employment.

Employees should state the duration and dates of the break agreeing in writing to return to work with the Trust.

If the applicant returns to work within one year, the same job will be available, as far as is reasonably possible. If the service deems it necessary that the employee's post needs to be adequately covered by advertising the post as a fixed-term contract for the duration of the employment break, the employee/applicant will have to give sufficient notice of return see (section 1.5)

However, if there is no formal arrangement (i.e. cover obtained through bank or internal secondment) to cover for the applicant/employee's role, the employee/applicant may request to return earlier than the initially agreed date. This request will be assessed in line with the needs of the service and by following the appropriate notice periods to return to work.

If the break is longer than one year, the applicant may return to as similar job as possible (see section 1.5), returning to work at the equivalent salary level.

A copy of the relevant paperwork must be sent to the HR department so that records are kept in the employees file.

1.3 Alternative Work

Staff on employment breaks must not undertake paid employment within the Trust or with another employer, except where, for example, work overseas or charitable work could broaden experience, in such circumstances written authority from the Trust would be necessary, therefore, HR Manager approval should be sought.

1.4 Maintaining Contact

This policy requires employees on an employment break to undertake paid work for 10 days per year during the break to ensure that contact is maintained with the organisation as well as with the profession and work colleagues. This may include seminars, departmental and professional meetings and training courses. Payment of expenses, e.g. travelling, will be at the discretion of the manager.

Newsletters and appropriate literature will be sent to individuals by managers to keep them in touch and aware of organisational changes and work development. However, participants should continue their own subscriptions to professional journals, etc. to maintain up to date level knowledge. Individuals should take responsibility for subscriptions and registration of professional bodies.

When an individual will not be able to maintain 10 days of paid work per year, for example when travelling abroad, they must inform their manager at the time of application and other methods of remaining in touch with the organisation and the work should be arranged.

1.5 Returning to work

The individual should give two months' notice if the break is less than one year and six months if the break is more than a year. Every effort will be made to find a suitable position within the Trust and Individuals will be required to be available to attend interviews within this 3 month period where necessary. The Trust will endeavour to find suitable alternative employment for a maximum of 3 months.

The individual may be required to be interviewed for any post alongside other applicants for any post, in line with the Trust's Recruitment & Selection Policy. Where possible, the salary will be on the same spinal/ incremental point of the grade as at the date of leaving. If there is no suitable vacancy, the notice of return, may, in exceptional circumstances, be extended by mutual agreement between the employee and the manager. If the individual rejects three alternative offers of permanent employment, the Trust is under no obligation to offer further posts and the commitment to the individual ceases.

Where necessary individuals will be given refresher training prior to resuming full duties. This will be assessed by the manager following discussion with the individual.

Those employees who have taken maternity leave and have been paid Occupational Maternity Pay and subsequently go on an employment break will be required to return to work after 12 months for a minimum of 3 months after their employment break or they will be liable to repay some of the Occupational Maternity Pay.

1.6 Treatment of Service

The period of the break will count as reckonable service for statutory purposes only. However, all other terms and conditions of employment with the Trust will be frozen. Therefore, the period of the employment break will not count as reckonable service when calculating entitlements to benefits such as annual leave, sick pay, contractual redundancy payments and any other benefits dependent upon length of service. Nor will there be any entitlement to any benefits, such as sick pay, during the period of the break

1.7. Pensions

During your employment break you can continue to make contributions to the NHS pension scheme.

During the first six months of the career break, both NHS pension scheme members and employers are required to pay the respective employee/employer pension contributions due based on the salary received immediately prior to the career break commencing. For periods extending beyond 6 months up to a maximum of 18 months, the employee is required to pay both the employee and employer contributions due.

Should you need any further guidance on how to implement this or arrange payment for the additional contributions then please contact the Pension Department on 020 8591 4700 or the Finance Department on 020 7655 4207.

1.8 Staff Benefits

Any Trust loans must be repaid in full to the Trust before entering the scheme.

Staff will also be responsible for any costs that are incurred through the Car Leasing Scheme.

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All annual leave that has been accrued by the employee should be taken before the employment break begins. However, any annual leave that has been taken but has yet not accrued by the employee will be deducted from the employee's last payment of their salary.

Home Working Policy

1.0 Introduction

Home Working is where an employee makes use of their home as a workplace, instead of, or as well as, the Trust's premises. Some roles may lend themselves naturally too occasionally or routinely working from home; however there are some roles for which this would be difficult although all applications to work from home will be considered fairly and reasonably.

There are two types of 'Home Working' arrangement:-

Occasional Home Working - where an employee uses part of their home as a work station for a few hours to complete a specific task or as overtime away from the office;

Routine Home Working - where an employee has a set time each week working from home and uses part of their home as a work station.

1.1 Benefits

The benefits for staff include:

- Reduced stress through not having to commute;
- Ability to concentrate on key projects – no interruptions;
- It empowers staff through independent working;

The benefits for the organisation include:

- If work space is an problem then this may potentially get around this;
- Increased productivity through fewer interruptions at home.

1.2 How to apply to work from home

- A manager should ensure that the advantages are weighed against the disadvantages before agreeing that an employee can work from home. For example, one individual's absence from the workplace may create problems for others who will have to deal with their calls and queries. Managerial staff may be unable to fulfil many of the managerial aspects of their role unless they are "on site", as all clinical staff when treating patients.
- The work intended to be carried out at home needs to be appropriate to the surroundings of home life e.g. it would not be appropriate for employees to deliver clinical practice from home.
- The employee's output should be clearly measurable in terms of quality and quantity.
- The place of work should be adequate in terms of space and lighting, and should be able to accommodate any equipment required and be conducive to work.
- Work such as writing reports, preparation of lectures, papers and projects may be carried out more easily in a quiet location and without disruption. In cases where the office facilities are shared or the member of staff will continually be interrupted, a manager may agree that an employee can work at home for a short specified period.

- The manager should agree clear objectives and targets with the employee to ensure the time away from the permanent place of work is most effective.
- When an employee works from home they should make their home/mobile telephone number available to their manager and should ensure that they are available at all times during working hours. Although pre arrangements may have been made, the needs of the service are always a priority so therefore the employee must always be available to come to the workplace if required.
- This should be reviewed on a regular basis.

1.3 Issues for consideration

Equipment

Equipment could include such items as a word processor, computer, fax, telephone or furniture. Ownership of the equipment necessary in the home would need to be identified by the employer. If the equipment is supplied by the Trust the responsibility for purchase and installation, maintenance, insurance and running costs will lie with the organisation.

Health & Safety

The Health and Safety at Work Act, 1974, states that an employer shall ensure, so far as it is reasonably practicable, the health, safety and welfare at work of all employees - this also extends to homeworkers. As the control that can be exercised over a member of staff working from home is limited, the main responsibility will be with the homeworker under Section 3(2) of the Act, which places obligations on homeworkers themselves to do their work in such a way as to ensure that they and other persons who may be affected, including other members of the household and the public, will not be exposed to risks to their health and safety.

Any action taken by the Trust for the purposes of implementing the Health and Safety at Work Act and Health and Safety Directives will be undertaken for homeworkers.

Insurance

An employee would need to inform their own insurance company if they intend to work at home and also if they are using equipment owned by the employer, as it may affect their domestic insurance. Similarly, a Building Society/Bank or a relevant institution that has provided a mortgage on the property would also need to be advised. Staff living in council or private rented accommodation may need to notify their landlord and examine the terms of their lease.

Council Tax

Any homeworking would not normally make part of the property subject to a business rate unless the work materially detracted from the use of the house for domestic purposes. Alterations to the house or the use of a room solely for business could perhaps be borderline. Anything other than wholly domestic use of property would potentially make the property business rateable and the employee involved would need to check their individual circumstances with their local council.

Taxation

Any employee who chooses to work from home would not be entitled to any tax relief on additional outgoings. The position changes if there is a requirement to work from home where there could be tax relief on a proportion of the costs for heating, lighting and rent on rooms used for business purposes (Inland Revenue leaflet IR104).

Security & Confidentiality

The employer would need to ensure that the employee is able to retain security and confidentiality of documents within the home.

Sickness Absence

Employees working at home would need to inform their manager if they are sick or unable to work as per their Local Sickness Absence Reporting Procedure and would be under obligation to adhere to the Trust's Sickness Absence Policy.

Hours of Work

The manager would need to clarify at the outset the hours the employee should work and be clear whether these are required at specific times of the day.

Office Expenses

The conditions under which expenses such as postage, telephone calls should be paid must be agreed at the outset between the manager, employee and with guidance from the Finance Directorate.

1.4 Additional Considerations to the Statutory Requirements in Section 1.4

- that the individual is required under Section 3(2) of the Health and Safety at Work Act to do their work in such a way as to ensure that they and other persons who may be affected, including other members of the household, as well as the public, will not be exposed to risks to their health and safety;
- the ownership and maintenance arrangements for the equipment to be used and when the risk assessments will be taking place. Dates will also need to be agreed as to how often the equipment will be checked;
- the individual's own responsibility in terms of equipment insurance, for notifying the institution who has arranged a mortgage on the property, notifying a landlord, checking with the Local Authority their position in terms of business rates or personal community charge;
- that the individual is responsible for ensuring that they are able to fulfil the confidentiality clause within their Contract of Employment;
- that the manager has set up the control and communication systems required to enable them to manage the homeworker;
- how to develop methods of keeping the employee in touch with the organisation and colleagues so that they avoid isolation;

- that the employee will be required to visit the offices of the employer whenever required. The purpose of such meetings will include but will not be limited to attendance at relevant internal/external meetings. The employee will also be required to attend meetings at other sites whenever the employer requires;
- any special training that may be required e.g. Health and Safety aspects of work at home, and the management of time;
- these issues have to be discussed with the successful applicant of a new post as well as an existing employee.

Hereafter the normal recruitment process will continue. For an existing employee they will be sent a change of contract letter detailing the new terms and conditions of the Home Working Arrangement.

Once the manager is clear about the responsibilities for the Trust and the 'Routine Homeworker' they should be discussed in detail with the employee and their representative if they so wish. The Human Resources Department will also be present at this meeting. Details of the meeting will be confirmed to the employee in writing.

V-time (*voluntary reduced working time*) Policy

1.0 Introduction

The Trust recognises that people's circumstances change (including personal or caring commitments) and that it may sometimes help to be able to reduce working hours temporarily. This v-time (*voluntary reduced working time*) policy has been created to allow staff such a facility, subject to certain conditions and to the Trust's operational needs.

V-time is best used to regularise the situation where a member of staff expects to be able to work less than full time, for a period, because of personal circumstances. Reductions in working hours range from 2.5% to 50%, but are mostly in the 10% to 20% range.

1.1 Benefits

For the Trust:

- Reduced hours patterns enable people to continue to work when they are unable to fulfil the demands of full-time work because of caring and other responsibilities. They can also attract people who are qualified and able to work but are simply not interested in working full-time;
- This, in turn, aids retention which provides better continuity of service and, ultimately, patient care;
- Achieving required staffing levels when sufficient full-time staff cannot be recruited;
- Having more flexibility in staff planning to track peaks and troughs in activity, and to achieve appropriate skill mixes;
- More resources in planning and delivering a 24-hour service – some part-time staff may be happy to work at times that are more awkward for some full-time staff;
- Having a greater range of skills and experience available within the team
- The extra freshness of people working for shorter periods;
- Not losing existing staff whose continuity of input will be valuable and who may subsequently resume full-time work;
- The opportunity to view overall team activity as a set of processes and tasks – rather than a group of full-time job descriptions – and manage these more efficiently and sensitively.

For the employee:

- Being able to work and earn when they might otherwise be unable to;
- Continuity of involvement with the team;
- Achieving a different balance between work and other aspects of life.

1.2 Consideration Process – Please Refer to the Statutory Requirements in Section 1.4

Duration

V-time periods can last for a minimum of 1 month to a maximum of 5 years.

Arrangement of working hours

The arrangement for reducing working hours must be regular and predictable so that managers are able to make provision accordingly. The options for reducing working hours are:

- to work a reduced number of hours per day
- to take a half-day or day off a week
- to take short blocks of time off at regular intervals.

Overtime

The employee may still be asked to work extra hours on occasion ie. beyond their v-time working hours. In such a situation, overtime pay arrangements will be the same as for a part-time employee working overtime. Typically, that means that if staff on v-time work over their agreed hours, these are paid at the standard rate and only reach enhanced overtime rates if they exceed full-time hours.

Pay and benefits

- Pay is reduced proportionately
- Entitlement to other benefits is reduced proportionately (e.g. holiday entitlement) where that is possible
- The employee and manager should discuss the impact of a change in working hours on other benefits, such as overtime payments and shift allowances
- Pension for part-time staff are calculated on the employee's full-time equivalent salary rather than actual earnings, so someone opting to work part-time in the last years of a career does not reduce their pension entitlement other than in length of service. (For example, an RMN who shifts to half-time working in the last two years before retirement, will have the same pension as if she had continued working full-time, except that the last two years would be counted as one full year of service.)

Return to full-time work

If the employee works under a v-time agreement for one year or less, he or she is guaranteed the right to return to their full-time role or, if that is not reasonably practicable for the Trust, to a full-time job which is suitable and appropriate. If the period of v-time working is one year or more, the reduced hours may be reassigned on a permanent basis. The employee may request a return to full-time employment but there may not be a suitable role available.

Annualised Hours Policy

1.0 Introduction

An 'annualised hour's contract' is where a member of staff works a set number of hours over a *one year period*. The set amount of hours are divided into two types; committed and reserve hours.

The main aim is to be in a position to manage the often unpredictable peaks and troughs in demand for services and attempt to avoid relying on 'bank' and agency staff to cover these busy periods. However, this policy does allow staff to receive a regular salary each month reflective of the total number of contracted hours per year and yet still enable the staff member to work as and when required.

The scheme is ideally suited to circumstances where quiet periods of activity match the preferences for extra time off among many team members; most typically, parents of school age children taking longer breaks in the summer holidays.

1.1 Benefits

The potential advantages for organisations are:

- staffing levels can be more easily matched with fluctuations in workload over the course of each year;
- there is more flexibility in provision for extended shifts and 24 hour services;
- use of agency staff is reduced;
- unforeseen additional staffing costs become less likely.

The potential advantages for staff are:

- the ability to modify working patterns to suit personal circumstances;
- level salary payments each month even though hours worked may vary;
- the opportunity to have blocks of time off in the quieter periods of the year
- working in a more settled team with fewer agency staff;
- knowing expected personal rosters well in advance.

1.2 Definitions

Committed hours

The employee works set hours throughout the year as a standard contract e.g. every Saturday each week for 48 weeks per year, for 8 hours.

Reserve hours

Outside of these 'committed hours', management can require the employee to work when the need arises; these hours are called the 'reserve hours'. Employees are given three weeks' notice of when these hours are to be worked.

1.3 How the Annualised Hours Policy Works

If the manager agrees that the post is suitable to convert to an annualised hour's contract the manager will need to agree the total contracted hours with the employee. The manager and the employee will also need to agree how many are to be committed and reserve hours.

When negotiating the contracted hours, the reserve hours cannot exceed the number of core hours which in total cannot exceed the full time hours for that post e.g.

N&M

Core hours:	18.75 per week
Reserve hours:	18.75 per week
Contracted hours:	37.5 per week or

A&C

Core hours:	22.5 per week
Reserve hours:	15.0 per week
Contracted hours:	37.5 per week.

The hours of work should be recorded by the manager and member of staff on a time sheet and this should be closely monitored by the employee and manager on a regular basis.

The number of reserve hours must balance at the end of October and March of each year i.e. each 6 month period. If the reserve hours do not balance at this stage there may not be enough time available for the employee to fulfil their contracted hours for the year.

When the employee and manager are negotiating the reserve and core hours the employee may wish to suggest when in the year some of the reserve hours are worked. The manager should agree this with the employee if it supports the needs of the service.

It is essential that the manager and the employee have a clear understanding that the employee must be given three weeks' notice when the 'reserve hours' must be worked. If three weeks' notice is given then the employee is obliged to work those hours, unless they have already booked annual leave for the period or are unable to attend work due to illness.

If the employee cannot work the dates requested the days should be taken as annual leave depending upon the individual circumstances.

If the employee is requested to work the 'reserve hours' without three weeks' notice then the employee is not obliged to work the hours requested.

It is essential that managers and employees comply with the requirements of the Working Time Regulations in all aspects of this contract.

1.4 Terms and Conditions of employment

All employees working under an annualised hour's contract will receive a regular monthly salary. This is possible as the employee will receive an equal monthly salary of the total number of hours they have been contracted for the year not just the hours they have worked each month. Payments for enhanced hours, where appropriate, will be made upon completion of the relevant claim form.

It is the responsibility of the manager and the employee to ensure that the number of hours the employee works are monitored closely to prevent any overpayment occurring and to ensure compliance with the working time regulations.

In the unusual event that an employee has worked more than the required number of contracted hours in one 12 month period, the manager will arrange either for payment at the standard hourly rate for the additional hours worked or alternatively time off in lieu depending on the needs of the service

Annual leave entitlement will be given for the total number of hours the employee is contracted to work each year. If the employee is on annual leave they will not be obliged to work the 'reserve hours' even if they have been given three weeks' notice.

If the employee does not fulfil their contract by working the 'reserve hours' as requested by the manager, and has been given the 3 week notice period, the manager will follow the Disciplinary Procedure as this act will be seen as a breach of contract.

If the employee is absent due to sickness or takes annual leave, the number of hours recorded as sickness or annual leave will be whatever the employee has been requested to work that week including the core hours, i.e. 8 core hours and 16 reserve hours due to be worked one week would equate to a total of 24 hours taken as annual leave or sickness depending upon the situation.

1.5 Statistical & Payroll Reporting

The monthly time sheets for the payroll department should be completed in the same way as for any other employee who works a specific number of hours per month. It is essential that the manager documents any annual leave or sickness the employee has taken.

In the event of the employee not working the contracted number of hours the manager will need to agree with the employee how they will repay the salary overpayment. The manager will then need to ask the employee to complete a Salary Deduction Sheet and forward this to the Human Resources Department to action. This sheet will be signed by the employee and will confirm when the employee will repay the monies owed.

1.6 Time Sheets

The onus is on all employees to record their own flexible hours on a time sheet on a daily basis and submit to manager every two weeks for authorisation. Debit and credit hours up to the stated limit will be carried forward to the next 2 week period (please refer to Appendix 12).

1.7 Consideration Process - Please Refer to Statutory Requirements in Section 1.4

Reduced Annual Working Time

1.0 Introduction

Reduced Annual Working Time is an arrangement whereby an employee works reduced blocks of time to allow longer periods of absence from work on an annual basis. This type of working arrangement is frequently used for term time working whereas there are other examples of this type of working which include e.g. out of work commitments (annual sporting occasions, commitments abroad, prolonged education non-work related, religious commitments, this is not an exhaustive list of examples). This type of work pattern will only be considered for employees who have completed one year's continuous service.

There is a facility for this type of working arrangement where the monthly salary consists of 12 equal payments over the year.

The primary objective of the policy is to attract and retain qualified, skilled and experienced employees who might otherwise not join or might have to leave the Trust's employment because they are unable to take longer periods of absence to fulfil out of work commitments. Some posts may not lend themselves to this type of leave, and this will be at the discretion of the manager, although he/she will need to put forward reasonable justification if they are unable to accommodate such a contract.

1.1 Benefits

The potential advantages for organisations are:

- To attract and retain qualified, skilled and experienced employees.
- Improves recruitment and retention of staff.

The potential advantages for staff are:

- The ability to modify working patterns to suit personal circumstances
- Level salary payments each month
- Save on cost implications of childcare during the school holidays for term time.

1.2 How the Reduced Annual Working Time Policy works

An example of how this policy would work for term time:

If an individual requests to work term-time only, it generally means that they will only work for 38 or 39 weeks of the year and will not be available to work for 13 or 14 weeks when schools are closed. Different variations of this may be agreed through discussed with the manager and in association with the needs of the service e.g. an individual may request to have only the summer holiday absent from work.

The worker will be treated in the same way as other part-time workers and will receive a pro-rata entitlement to Annual Leave and Bank Holidays. This will be added to the annual hours that they work to make up the annual salary.

In some cases, an agreement may be made between the managers and individual that some of the annual leave entitlement may be taken during term-time, in this case the salary calculation will be adjusted accordingly.

A form will be completed on a monthly basis to keep track of the hours worked e.g. a monthly timesheet which is retained by the manager and which shows:

- Date of start of current Annual Contract
- Total Annual Contracted Hours
- Total Hours worked that month and Cumulative Hours worked in the YTD (Year to Date).
- Total Hours Remaining in the YTD
- Any leave taken and any leave remaining.

1.3 Terms and Conditions of employment

All employees working under a reduced annual working time contract will receive a regular monthly salary. This is possible as the employee will receive an equal monthly salary of the total number of hours they have been contracted for the year not just the hours they have worked each month. Payments for enhanced hours, where appropriate, will be made upon completion of the relevant claim form.

It is the responsibility of the manager and the employee to ensure that the number of hours the employee works are monitored closely to prevent any overpayment occurring and to ensure compliance with working time regulations.

In the event that an employee has worked more than the required number of contracted hours in one 12 month period, the manager will arrange either payment at the standard hourly rate for the additional hours worked or alternatively time off in lieu depending on the needs of the service.

Annual Leave Entitlement – this is pro-rata amount of what a WTE would be entitled to and includes pro-rata entitlement to Bank Holidays.

Maternity Leave – The normal Maternity Leave entitlements will apply with regards to time off from work, dependant on length of service. Maternity pay will be in line with AFC/DWP/Inland Revenue rules and will be dependent on the amount of work done or pay received in the defined period preceding the date of confinement.

Leavers – Employees will have a staff leavers form completed by their manager, which should be sent to payroll which will detail the hours and annual leave to be paid/recovered. A proportionate final payment will be made, in some cases payroll may have to claim back from the employee e.g. if an employee leaves shortly after the Summer Holidays when the number of weeks worked within the financial year will be less than the number of weeks paid.

1.4 Consideration Process - Please Refer to Statutory Requirements in Section 1.4

Compressed Hours

1.0 Introduction

Compressed hours, is where employees compress their hours into less days. This is a popular option for full time employees who want some additional time to pursue their own interests or gain a better work-life balance. Compressed hours allow for an additional day off each week and can reduce travel costs, childcare costs and car parking issues. It can also provide a better service delivery as the hours of service can be extended to match the working day. Adherence to Health and Safety regulations and Working time regulations should always be considered before agreeing to compressed hour pattern of work.

1.1 Benefits

The potential advantages for organisations are:

- To attract and retain qualified, skilled and experienced staff
- Provide extended service deliveries

The potential advantages for staff are:

- The ability to modify working patterns to suit personal circumstances
- Save on cost implications on childcare
- Save on travel expenses.

1.2 Additional Considerations to the Statutory Requirements in Section 1.4

- This option is only really suitable if employees can be away from the workplace without the need of additional cover.
- Consider a buddying system i.e. where two people have responsibility for making sure they are not off at the same time.
- Staff must be able to work without the presence of their own manager, who cannot be expected to cover the whole time period.
- Do you require flexibility from the employee, for example, that they come in on their day off if necessary? Arrangements for time in lieu will need to be considered in line with service demands/needs.
- Would longer days impact upon productivity and in what way?
- Enables employees to attend to personal matters in their own time rather than work time.
- The extension to an individual working day can be quite small but the benefit of regular time off is considerable.

Time Sheets

The onus is on all employees to record their flexible hours on a time sheet on a daily basis and submit to manager every two weeks for authorisation. Debit and credit hours up to the stated limit will be carried forward to the next 2 week period (please refer to Appendix 13).

Flexible Working Application Form

Please complete the following form to apply for Work-Life Balance Working Options:
Flexi-time, Unpaid Leave, Job Share, Employment Break, Home working, V-Time Working,
Annualised Hours, Reduced Annual Working Time, Compressed Hours.

Personal Details

Name:

Line Manager

Job Title:

Directorate:

Assignment Number:

Telephone Number:

Do you have responsibility for Staff:

Yes ☐No ☐

Please complete the following questions:

What type of work life balance option are you applying for?

Flexi Time ☐ Unpaid Leave ☐ Job Share ☐ Employment Break ☐

Home Working ☐ V-Time Working ☐ Annualised Hours ☐ Reduced Annual Working Time ☐

Compressed Hours ☐

Is your application due to child care or other caring commitments?

Yes ☐ No ☐

If yes, your manager may ask you for supporting information.

Describe your current working pattern:

Describe the working pattern you would like to work in the future? (Days/Hours/Times worked)

In your opinion, what impact will the proposed changes to your working pattern have on your team?

Describe how the impact on your team can be dealt with?

When would you like the proposed changes to be effective from?

Please give a specific date:

Date:

Signature:

Date:

Please submit you're completed and signed form to your manager

Manager

Detach this slip and return it your employee in order to confirm your receipt of their application

Employer's confirmation of Receipt (To be completed and returned to employee)

Dear

I confirm that I have received your request to change your working pattern on Date:

I will write to you / arrange a meeting with you (delete as appropriate) to discuss your application within 28 days following this date.

Manager's Signature:

Date:

Name Printed:

Tel. No:

.....

Section to be completed by Manager

Decision (Please complete one Section)

Your application for _____ has been agreed

Or

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

Your new flexible working pattern is as follows: -

Your new flexible working pattern will begin from: -

Date:

You will be notified separately of any changes to your terms and conditions and leave arrangements

Your new flexible working pattern will be reviewed on: -

Date:

Refusal

Your application for _____ has been declined

The grounds for rejecting your application for flexible working is:-

Burden of Additional Costs ☐ Detrimental Ability on Customer Demand ☐ Inability to Re-organise Work ☐ Inability to recruit ☐ Detrimental Impact on Quality or Performance ☐ Insufficiency of work during periods they propose to work ☐ Planned Structural Changes ☐ Your working pattern will continue under your current terms and conditions of employment.

Manager Name: Manager Signature:
Date:

If this application has been accepted please send a copy to the HR Department at Trust Headquarters, 9 Alie Street, London E1 8DE

East London NHS Foundation Trust Annualised Record Sheet

Name of Employee: _____

Post Title: _____

Location: _____

Name of Manager: _____

Commencement Date of Current Annual Contract: _____

Current Date/Month: _____

Hours Worked:

a) Total Contracted Annual Hours _____

b) Cumulative Hours (carried over from last month) _____

c) Total Hours worked in current month _____

d) Total Cumulative Hours (b+c) _____

e) Total Annual Hours remaining/overtaken (a-d)
(delete as appropriate) _____

Annual Leave:

f) Annual Leave Entitlement for Current Year _____

g) Cumulative Leave taken (carried over from last month) _____

h) Leave taken within current month _____

i) Total Cumulative Leave taken _____

j) Total Leave remaining/overtaken _____

(delete as appropriate)

Date of Leaving) _____

Signature of employee: _____ Date: _____

Signature of Manager: _____ Date: _____

**Please return a copy of the completed form to the Human Resources Department and
one to the Payroll department**

Flexible Working Time Sheet

(This timesheet is to be used for Flexi-time & Compressed hour policies only)

Week 1	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Start							
Lunch							
Finish							
Hrs Worked							

Week 2	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Start							
Lunch							
Finish							
Hrs Worked							

Week 3	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Start							
Lunch							
Finish							
Hrs Worked							

Week4	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Start							
Lunch							
Finish							
Hrs Worked							

Please return a copy of the completed form to your Manager