



Flexible Working Policy and Procedure

Policy No. 10

OFFICIAL – April 2024

| People Area | Flexible Working Policy and Procedure |
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| Authored by (Responsible Officer): | Senior Head of People (SHP) |
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Policy updated 12th May 2025 to amend the flexible working application form to reflect current eligibility and to update role levels for ~~authorisation~~ / approval.

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1. Policy

1.1 Policy Statement

- 1.1.1 Cleveland Fire Authority strives to be an equal opportunities employer and is committed to ensuring that its workforce has an appropriate framework to afford flexibility to service delivery, through the adoption of appropriate flexible working arrangements for individuals.
- 1.1.2 The Authority recognises that a better work-life balance can improve employee motivation, performance, productivity, and reduce stress. Therefore, it endeavours to support its employees to achieve a better balance between work and other priorities, such as caring responsibilities, leisure activities, further learning and other interests.
- 1.1.3 This Flexible Working Policy and Procedure, which is compliant with the statutory scheme set out in sections 80F to 80I of the Employment Rights Act 1996 (as amended), relates to statutory requests for flexible working for staff employed by Cleveland Fire Brigade.
- 1.1.4 Whilst the legislation enables employees to request flexible working and the Authority is committed to accommodating flexible working arrangements (provided that the needs and objectives of both the organisation and the employee can be met), there is no automatic right or entitlement to work flexibly and there may be occasions when it is not possible to grant a request because of the requirements of the Brigade. All statutory requests will be managed in accordance with legislation and on an individual basis.
- 1.1.5 This Flexible Working Policy and Procedure relates to the statutory entitlement to request a **permanent change to existing terms and conditions of employment concerning working arrangements** as detailed in paragraph 1.15. This Policy and Procedure does not relate to a temporary variation to terms and conditions.

1.2 Policy Objectives

- 1.2.1 The aim of this policy and procedure is to ensure that the Authority has a consistent, transparent, and legal framework to manage statutory requests for flexible working and, by doing so, to enable staff to work in a way that is mutually beneficial for the Authority and its employees.
- 1.2.1 This policy and procedure will ensure that no employee will be disadvantaged by conditions or requirements which cannot be justified by the requirements of the job.
- 1.2.2 To support the achievement of its' aims the Authority will:
- ensure equality of opportunity for all employees
 - support the retention and motivation of existing staff
 - attract a diverse pool of candidates
 - reduce stress, sickness absence and other unplanned leave

- manage all statutory requests for flexible working in accordance with the procedure set out within this document
- provide appropriate training, development, and support to those involved in the application of this policy and procedure
- collate and report management information to the Brigade's Executive Leadership Team (ELT) relating to flexible working requests and arrangements
- meet its legal obligations and manage requests in accordance with the ACAS Code of Practice.

1.3 Scope

1.3.1 This policy and its procedure apply to all employees who are directly employed by Cleveland Fire Brigade.

1.3.2 This policy and its associated procedure are one of several policies and procedures relating to ways of working within Cleveland Fire Brigade, as detailed below:

- Sickness Absence Management Policy No P2.1 & Sickness Absence Management Procedure No P2.1.1
- Retirement Policy No P15
- Special Leave Policy P34
- Maternity, Paternity and Adoption Policy No P35
- Annualised Hours for Staff employed under the NJC for Local Authorities Fire and Rescue Services, Scheme of Conditions of Service (Grey Book) and the NJC National Agreement on Pay and Conditions of Service Handbook (Green Book) Policy No 47

1.3.3 There is a separate policy and procedure for each of the above working arrangements and this policy relates specifically to the **statutory entitlement** to request flexible working arrangements on a permanent basis.

1.3.4 A flexible working request does not relate to the variation of an employee's duties and/or responsibilities; it is a request for one or more of the following:

- to ~~alter~~reduce the hours the employee is required to work
- to change the times when the employee is required to work
- to change the pattern in which the contracted hours of work are undertaken
- to change where the employee is required to work, restricted to homeworking as an alternative to the normal place of business only

1.3.5 The law does not specify exactly how an employer should go about facilitating a flexible working request and this procedure is based on best practice guidance although there are specific obligations relating to the time-period for consideration and the factors involved in rejecting a request.

1.3.6 Cleveland Fire Brigade will consider staff for the following flexible working arrangements:

- **part-time working:** working less than full - time hours
- **job share:** a specific job is split between two people and is applicable to full time jobs only. The whole job is the responsibility of the two job sharers with both individuals carrying out all the duties of the job, picking up the work where the other left off and providing cover for the other.
- **home working:** employees undertake all, or a proportion, of their contracted hours from home.
- **hybrid working:** a combination of working remotely and working in the employee's usual workplace.
- **compressed hours:** employees work their total number of contracted hours over fewer working days. For example, a five-day week could be compressed into four days or four and a half days, or a ten-day fortnight into nine days.
- **term-time working** contracted hours are worked to coincide with school terms (i.e. the employee is not required to work during school holidays or identified inset days – normally 5 days per school year).

1.3.7 Full details of these flexible working arrangements are outlined in the flexible working procedure (section 3 of Appendix 1).

1.4 Policy Category

1.4.1 This policy is categorised as '**Corporate Authority**' within the Key Document Framework.

2 Organising

2.1 **Cleveland Fire Authority (CFA)** is responsible for:

- approving the Authority's Flexible Working Policy and Procedure

2.2 **The Chief Fire Officer (CFO)** is responsible for:

- monitoring flexible working requests for employees within Cleveland Fire Brigade in line with the Authority's Scheme of Delegation

2.3 **The Assistant Chief Fire Officer Strategic Planning and Resources (ACO SPR)** is responsible for:

- overseeing all aspects of this policy and procedure
- monitoring flexible working requests
- hearing appeals with reference to requests for flexible working

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- 2.4 **Senior Head of People (SHP)** is responsible for:
- monitoring arrangements within their functional areas in relation to flexible working
 - monitoring and authorising requests for all flexible working requests in collaboration
- 2.5 **Head of Human Resources (HHR)** is responsible for:
- implementing this policy and procedure
 - providing training and development to those involved in the application of this policy and procedure
 - ensuring that the policy and procedure meets and continues to meet the requirements of employment legislation
 - advising managers and staff on all flexible working and employment law issues
 - effectively communicating this policy and procedure to all staff
 - managing, administering, and coordinating all applications for flexible working
 - maintaining management information relating to applications for flexible working and producing relevant reports to the Executive Leadership Team
- 2.5 **Senior Heads/Heads of Department** are responsible for:
- ensuring the fair and consistent application of this policy and procedure
 - ensuring appropriate meetings with the employee to discuss the flexible working application
 - informing HR of employee's intentions to request flexible working
 - undertaking training in the application and management of flexible working
 - supporting all staff who are affected by this policy and procedure
- 2.6 **Individuals are responsible for:**
- adhering to the requirements of this policy and procedure
 - keeping managers informed of their intentions at the earliest opportunity and providing the relevant information and documentation
- 2.7 **Trade Unions are responsible for:**
- supporting the implementation of, and adherence to, this policy and procedure

3 Planning & Implementing

- 3.1 This policy is underpinned and implemented through the Authority's Flexible Working Procedure Appendix 1.
- 3.2 All new staff will be made aware of this policy and procedure during their induction and all documents will be available on the Brigade's intranet.
- 3.3 Existing staff will be informed of this policy and procedure as per the Brigade's Policy Framework Procedure.

4. Resource Implications

- 4.1 There is a financial resource implication currently associated with this policy in terms of recruitment activity arising from flexible working arrangements e.g., the backfilling of posts when arrangements such as job-share and part time hours are put in place.
- 4.2 There are people resources required to coordinate the procedure, managerial reviews of working arrangements, document administration, liaison with individuals and training and communication. Most of this work is regarded as core work of the Human Resources Department.

5 Equality Impact Assessment

- 5.1 This policy has been assessed in accordance with the Brigade's Equality Impact Assessment Procedure (EqIA).
- 5.2 The findings of the EQIA conclude that the Flexible Working Policy and Procedure does not have a detrimental impact on any group of staff, including those with one or more protected characteristics. Conversely, the revised Flexible Working Policy and Procedure is considered to provide additional benefits to staff, in the way of extended periods of unpaid leave to accommodate personal responsibilities and will therefore have a favourable impact in the context of protected characteristics and any other factors.

6. Monitoring

- 6.1 The Head of HR will monitor activities under this policy and procedure.

7 Audit

- 7.1 This policy will be audited in accordance with the procedure detailed within the Authority's Policy Framework.

8. Review

- 8.1 The ACFO SPR will undertake a review of this policy in 2027 to ensure it is taking account of any new or emerging political, social, technological, legislative, environmental, competitive, citizen or reputational factors.

Appendix 1

PART A

Procedure – Employment Law and Best Practice and Types of Flexible Working

1. Introduction

- 1.1 This is the procedure that underpins and implements Cleveland Fire Authority's Flexible Working Policy. It sets out the general principles associated with, and the arrangements for flexible working in Cleveland Fire Brigade, in accordance with the statutory entitlement.

2. Employment Law and Best Practice

- 2.1 Consideration will be given to all aspects of employment law to ensure that the Authority is compliant throughout any element of the application of this policy and procedure.
- 2.2 **Employment Rights Act 1996 (section 80F – 80I) and Employment Act 2002**
The above regulations relate to the statutory right for an employee to make an application for a permanent change to their terms and conditions if the variation relates to working hours, start and/or finish times, location of work (restricted to home as opposed to Stations) or any other reasonable factor. The Flexible Working Regulations 2014 (S1 2014/1398) apply to a flexible working application made on or after 30 June 2014.
- 2.3 **'Flexible Working (Amendment) Regulations 2023**
This Act makes provision in relation to the right of employees and other workers to request variations to particular terms and conditions of employment, including working hours, times and locations. The amendment to the Flexible Working (Amendment) Regulations 2023 come into force on 6 April 2024, and extends to England, Scotland and Wales. The amendment removes the requirement for an employee to be continuously employed for at least 26 weeks to make a flexible working application and increase the number of requests an employee can make and introduce a requirement for employers to consult with employees before rejecting a request.
- 2.4 **Data Protection Act 2018 and the EU General Data Protection Regulations**
The Authority's records relating to flexible working will be kept confidential and in accordance with the Data Protection Act 2018. Any documentation related to a request for flexible working will be placed on the individual's personal record file and retained for the duration of their employment.
- 2.5 **Part-Time Workers (Prevention of Less Favourable Treatment) Regulations 2000 (PTW)**

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The PTW state that employers cannot treat part-time workers less favourably than their full-time equivalents and cannot subject them to any disadvantage (or detriment) because of their part-time status, unless objectively justified.

2.6 Working Time Regulations 1998

The Authority will give due regard to the Working Time Regulations 1998 concerning working times, rest breaks and annual leave in the context of flexible working requests.

2.7 The Equality Act 2010

The Equality Act 2010 legally protects people from discrimination in the workplace. It is unlawful to discriminate against people because of any or all of the protected characteristics (age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion, sex and sexual orientation).

2.8 The Authority will ensure that direct or indirect discrimination does not occur when applying the procedure for requests for flexible working. Direct discrimination is treating someone with a protected characteristic less favourably than others, whilst indirect discrimination involves the application of rules and/or arrangements in place that apply to everyone but may put someone with a protected characteristic at an unfair advantage.

2.9 There may be occasions when there is a Genuine Occupational Qualification (GOQ) i.e., a genuine requirement for a condition to be met that applies to a specific section of the workforce related to a job role, which may impact on flexible working.

2.10 Under the Disability provisions of the Equality Act, the Authority may have to make reasonable adjustments to accommodate an employee who has a disability. HR and Occupational Health, in partnership with departments, will work with managers and individuals to ensure that this happens. Reasonable adjustments will be made outside of the scope of statutory flexible working requests.

2.11 Public Sector Equality Duty

The Authority is obliged under the Public Sector Equality Duty to provide and publish relevant equality information which will make public bodies transparent about decision-making processes, and accountable to its service users. The HR Department will monitor all flexible working requests and arrangements to ensure the Authority meets its duty.

3. Types of Flexible Working

3.1 As highlighted in the Flexible Working Policy the following types of flexible working will be considered for all staff at Cleveland Fire Brigade:

3.2 Part-Time Working

3.2.1 Part-Time Working is an arrangement whereby employees are contracted to work less than the standard, basic, full-time hours. This option allows employees to reduce their working hours for a variety of reasons.

- 3.2.2 When an existing employee indicates that they wish to reduce their hours in their present post, and this is agreed through an application for flexible working, an advert will be published for the remaining hours of the role and recruitment activity undertaken in accordance with the Recruitment, Selection and Promotion Policy and Procedure (P19).
- 3.2.3 If the Authority has exhausted recruitment activity and is unable to fill the remaining hours of the post the role will revert to full-time hours if the nature of the role requires such arrangements, and the request will be rejected. A decision regarding the flexible working request may therefore be deferred until the outcome of the recruitment activity is confirmed.
- 3.2.4 Any reduction in hours relating to reasonable adjustments associated with the Equality Act 2010 will be managed outside of the Flexible Working Policy and Procedure.
- 3.3 Job Share**
- 3.3.1 Job sharing is separate to part-time working and is the sharing of one full-time post by two people with comparable skills and experience. The responsibilities and duties of the post may be divided on an hourly, daily, or weekly basis. Both sharers must, however, be capable of undertaking all the duties entailed in the post, although sharers may have complementary skills and experience to contribute to the post.
- 3.3.2 In accordance with the intrinsic function of the job role all staff are required to maintain their competence for that role. Any job share arrangements must consider, and comply with, this requirement.
- 3.3.3 The salary and other employee benefits, such as annual leave, are shared between the two post holders on a pro-rata basis.
- 3.3.4 Unless exceptional cases are agreed all posts will be advertised as available to job share.
- 3.3.5 The following factors will be considered when an application or proposal for job share is made:
- nature of the work and the physical arrangements
 - hours of work to apply to each sharer. These should take the hours required to carry out the work into consideration.
 - allocation of responsibilities. Job sharing implies that the full duties and responsibilities will be shared without specific aspects being handled by one or the other job sharer. It is recognised that individuals may bring specific skills to the job that will justify some differentiation in the responsibilities of each role. This should not negate the general principle that job sharers are jointly responsible for undertaking all aspects of the job role.

- timing of the arrangement.

3.3.6 The Heads of Departments, in conjunction with the Head of Human Resources, must agree detailed working arrangements with the job sharers. The following arrangements are examples of job sharing:

- Split day: one sharer works morning every day and the other works afternoon.
- Split week: one sharer works the first half of the week and the other works the second half of the week.
- Alternate days

3.3.7 Other arrangements may be requested as per the circumstances of the particular role, or the individuals concerned.

3.3.8 When an existing employee indicates that they wish to share their present post, and this is agreed through an application for flexible working, an advert will be published for the other part of the role. The employee will be made aware that if the Brigade is unable to recruit to the job share then the request may not be able to be approved.

3.3.9 Job applications submitted on a job share basis are assessed in relation to the person specification in the same manner as full-time applications. Job-share applications who meet the person specification must be shortlisted for interview. Both applicants in a joint application must meet the requirements of the person specification.

3.3.10 If a job share applicant is successful, the relevant Head of Department should meet both job sharers to clarify detailed working arrangements which will be incorporated into the offer of employment. If it is not possible to reach an agreement the post should be referred to the next suitable candidate or re-advertised.

3.3.11 If both job sharers leave the post, it can revert to a full-time position.

3.3.12 If one job sharer leaves the post the additional hours should be offered to the other job sharer in the first instance. If this is not accepted by the other job sharer the vacant hours of the post should be advertised in the usual way. If it is not possible to recruit to the remaining hours the post will revert to full-time hours.

3.3.13 If part of the post is vacant between a job sharer leaving and their replacement commencing the role, the remaining job sharer may agree to undertake all or some of the additional duties on a temporary basis.

3.3.14 Contracts of employment will stipulate for job share arrangements that the employee must revert to a full-time role if the sharer leaves and a replacement cannot be found.

3.4 **Term-time Working**

3.4.1 Term-time work is an arrangement whereby employees are contracted to work hours that coincide with school terms. The number and pattern of weeks that are not worked

can vary in line with the specific local arrangements for school holidays. The number and pattern of hours worked remain fixed, as appropriate to the post.

- 3.4.1 Term-time arrangements may be applied to both full-time and part-time staff.
- 3.4.2 Due to the nature of term-time working the following factors must be considered and addressed with regards to an application for flexible working:
- Organisation of training for employees who are absent for a large proportion of the academic year
 - If, and how, the employee will be kept informed of workplace developments during school holidays
 - How the responsibilities of the job can be maintained during school holidays, particularly when line management responsibility is applicable
- 3.4.3 Employees working term-time arrangements are entitled to the same level of annual leave as those on standard contracts. To determine the entitlement to annual leave HR will undertake a calculation based on the number of weeks worked and the number of days available if the employee worked full-time.
- 3.4.4 Under a term-time contract annual leave will be taken during the periods when the employee is not attending work i.e., the school holidays and will be provided as paid annual leave.
- 3.4.5 As most bank holidays fall outside of school term-term, payment in respect of paid leave during bank holidays will be rolled-up into the monthly salary. When a bank holiday falls during a week when the employee should have been at work, and the employee does not attend work (green book staff) the day must be taken as unpaid leave, or hours made up later.
- 3.4.6 If a term-time contract comes to an end the outstanding balance of weeks will be calculated for the purpose of reconciling annual leave and pay.

3.5 Compressed Hours

- 3.5.1 Working a compressed hours arrangement means that an employee continues to work their full-time hours over fewer days.
- 3.5.2 Consideration must be given to ensuring that the service is fully covered in line with agreed provision.
- 3.5.3 It will not be necessary to undertake recruitment as the full-time hours will remain, albeit over a shorter working period.

3.6 Home/Remote Working

- 3.6.1 This section **does not** relate to informal arrangements to work from home between line manager and employee on **an occasional and ad hoc basis** to complete specific pieces of work.- This arrangement does not require authorisation through this policy.

- 3.6.2 For the purposes of this procedure, 'Home Working' is defined as an arrangement whereby employees carry out work that would have previously been carried out in the normal workplace. ~~This request is made on the individual's personal preference i.e. is~~ **employee led** (not employer led) and can be a sliding scale in terms of how often per week the employee works from home.
- 3.6.3 Desk space would still be available at the employee's usual base, although this may be a hot desk facility rather than a fixed office space.
- 3.6.4 The employee's base would remain the same for contractual purposes.

Considerations

- 3.6.5 Home working may be a consideration for many employees, but due to the nature of home working it will not be suitable for all posts or all employees. ~~In assessing the suitability for home working consideration will need to be given to the following:~~
- The suitability of the post for home working with reference to the role profile and core hours
 - The facilities needed to support that role (equipment and costs)
 - The suitability of the work location within the employees' home (a risk assessment must be undertaken by Health and Safety and approved prior to any home working commencing)
 - Service delivery and the current availability of employees across the working day/ week. Managers must take cognisance of the agreed core hours as per appendix 7.
 - The welfare of the employee
 - The monitoring of performance and outcomes
 - Fairness and equality

Health and Safety

- 3.6.6 Cleveland Fire Authority has a legal and moral duty to ensure the health, safety and welfare of employees including those individuals who are home working and recognises its duty under the Health and Safety at Work Act 1974 and the regulations that sit beneath this. The employee also has an obligation to ensure that they take reasonable care not to harm themselves or others.
- 3.6.7 As a minimum home workers **must** have completed health and safety training, which includes the use of display screen equipment and manual handling and satisfies compliance with the appropriate regulations.
- 3.6.8 Before any application for homeworking is submitted an initial Workstation Risk Assessment should be carried out by the individual (Appendix A). If this is acceptable, before any final agreement is made, a full risk assessment, including DSE assessment, **must** be undertaken by the Brigade's Health and Safety Department.

~~3.6.9 A full Health and Safety assessment will be conducted prior to any authorisation for home working and on an annual basis thereafter. The Brigade retains the right to check the employee's work areas in their own home for health and safety and information security purposes at any time.~~

3.6.10 Accident and near miss reporting procedures apply equally to any incidents in the employee's home and where this is the case, then the CFB procedure **must** be followed. This includes the requirement for all employees to notify their manager of any accidents or injuries that have occurred during period of working hours as per normal procedures. A home visit will be required to support any accident investigation.

3.6.11 It is important that working patterns and hours are not detrimental to the employee's health and wellbeing and that the Working Time Regulations are being complied with. Where the agreed working pattern allows for flexibility, both the line manager and employee must monitor hours worked to ensure excessive hours.

3.6.12 Arrangements must be in place to ensure that the agreed core hours of the service are covered, which **must** be monitored by the line manager.

Security – Equipment and Information

3.6.13 The employee must ensure that Brigade information and equipment are kept securely. Specifically, private and confidential material must be kept in lockable, secure storage at all times. Line managers must be satisfied that all reasonable precautions are taken to maintain confidentiality of material in accordance with CFB Policy. Compliance with GDPR is paramount and the relevant training must be undertaken by the individual before any home working can commence. Arrangements to ensure compliance **will be assessed** as part of the initial and annual Health and Safety Risk Assessment. Employee's **must** report any breach as per CFB Policy.

Equipment

3.6.14 Cleveland Fire Brigade will provide a computer/ laptop and mobile phone (where applicable) to home workers and will be responsible for the service and maintenance of the supplied equipment. Mobile phones will only be issued where the job role demands it.

3.6.15 Employees who are home working may be able to use their own desk and chair subject to a satisfactory Health & Safety Risk assessment. If the risk assessment deems the furniture is not suitable an alternative will need to be provided by the employee or the request for home working may be rejected on this basis.

Insurance and Mortgage

~~3.6.16 CFB's existing insurance policies will continue to cover any employee who is home working. However, as part of the condition of any home working agreement the employee must inform their own household insurer of the arrangement and ensure that cover for damage to work equipment and for a claim from any third party would be covered.~~

~~3.6.17 A copy of the employee's household insurance policy **must** be provided on initial application and on an annual basis (as insurance is renewed); a copy will be held in the employee's personal file.—~~

~~3.6.18 Employees **must** inform their mortgage provider to ensure there are no implications that would prevent them from home working.— Any administration costs associated with any change to mortgage will be met by the employee.~~

~~Tenancy Agreements and Leases~~

~~3.6.19 Any employee who is renting or leasing a property must refer to the terms of their agreement and where applicable seek consent from the Landlord/ Housing Provider to work from home and take any appropriate action required.— A copy of the relevant agreement will be submitted on initial application and will be held in the employee's personal file.~~

Tax

3.6.20 Tax relief is **not payable** in circumstances where it is the employee's choice to work from home.

Health and Wellbeing

3.6.21 All health and wellbeing monitoring arrangements will continue and regular contact with the employee and their line manager must continue which will include Wellbeing Conversations.

3.6.22 If circumstances change, for example ,a pregnancy during such time that the employee is undertaking home working, advice **must** be sought from Health and Safety and Occupational Health.

Refer to Appendix 4 for full details on the stages of the process to be followed to make application for Home Working.

PART B

Procedure – Application and Agreement

4 Flexible Working and Contractual Changes

- 4.1 Any changes to terms and conditions of employment because of a statutory request for flexible working being approved will be **permanent** in nature unless agreed otherwise during consultation, see section 4.3.
- 4.2 Given the permanency of the changes to terms and conditions of employment **it is important that, prior to applying for flexible working, employees should seek information regarding the impact of flexible working on salary, pension and other benefits.**
- 4.3 There may be occasions where a change is required on an informal basis for a short period of time. For example, an employee may need to adjust their working hours to care for a terminally ill relative. Where a flexible working request is made to accommodate a short-term requirement consideration will be given, in exceptional circumstances, to allowing the employee to revert to their original terms and conditions after an agreed period.
- 4.4 If service requirements change or the employee's circumstances change and there is a need to review any flexible working agreement, this will be done in agreement with **both parties** through a variation to contract and a minimum of 4 weeks-notice.

5 Flexible Working Requests Eligibility

- 5.1 To have the statutory right to make a request for flexible working an employee **must meet** the following criteria:
- be an employee of Cleveland Fire Brigade; and
 - have not made more than two statutory requests for flexible working within the previous rolling 12 months (this does not include any reasonable adjustments made under the Equality Act 2010).

6 Applying for Flexible Working

- 6.1 Employees can apply for flexible working at any time and should, in the first instance, discuss this with their line manager and/or a HR representative.
- 6.2 In order to facilitate any changes in work pattern it is advisable to provide as much notice as possible. However, any application for flexible working must be received **at least two calendar months prior to the date** that the employee would like the change to be implemented.

6.3 All applications, regardless of the nature of the flexible working arrangement, must be submitted using the Authority's application form attached as Appendix 3 and **must** include the following information:

- the date the request is being made
- confirmation that the request is a statutory request
- confirmation that no more than two requests have been made within the last 12 months (if two requests has been made previously, information regarding the requests, and the date of the request, must be included)
- specification of the flexible working arrangement being requested
- ~~the impact that the change would have on the section/department/station, and how this could be mitigated~~
- ~~details of how the proposed changes could be accommodated~~
- the date the employee would like the new arrangements to commence

6.4 If the application is a request in relation to the Equality Act, e.g. as a reasonable adjustment relating to a disability, this should be made clear in the application.

6.5 An incomplete application will be returned to the employee who will amend and resubmit the form (using a revised date if completed after the date of the original application). -The date of application is the date when the HHR has received a fully completed application.

6.6 To request Flexible Working refer to Appendix 2, **unless** the application is for Home Working then refer to Appendix 4.

Approval of Flexible Working Request

7.1 All requests will be dealt with in a reasonable manner and an outcome reached within **two months** of the application date (including any appeals). The timescale may be extended by agreement between ~~the~~ HHR and the employee, which will be confirmed in writing.

7.2 Any changes to terms and conditions will be managed through HR and communicated to relevant parties in a timely and appropriate manner. When a request for flexible working is approved, the employee will be provided with a legally binding new contract of employment in which the permanent change(s) are confirmed, all other terms and conditions will remain unchanged.

7.3 It is the responsibility of HHR to notify payroll of any long-term changes to the circumstances of individuals. It is the responsibility of individuals to maintain their Time and Attendance records for periods of short-term absences.

Implementation of a Trial Period

8.1 **All** Flexible Working arrangements will be subject to a **3-month** trial period. The purpose of the trial period is for the Authority to assess the impact of the proposed working pattern and is not for the purpose of the employee to test the arrangements.

- 8.2 Notification will be given in writing, by ~~the~~ HR, and will include the following:
- a statement that there is agreement to extend the statutory time limits under the flexible working procedure, to accommodate a trial period
 - the start and end dates of the trial period, with an understanding that this period may be terminated early or extended if required
 - the changes that the trial period will accommodate and confirmation that this change is of a temporary nature
 - a statement to confirm that the employee may be required to revert to their existing terms and conditions on completion of the trial period if the application for flexible working is rejected.
- 8.3 The employee will sign to confirm their acceptance of the above information and submit to the HR Department for recording on their personnel file.
- 8.4 The trial period **must** be reviewed on a regular basis (fortnightly as a recommendation) to assess the impact of the changes and identify any concerns regarding the arrangements.
- 8.5 The Head of Department must notify ~~the~~ HR of the findings of the trial period no later than 2 weeks before the end of the trial period to enable a decision on the application to be made.
- 8.6 A decision for a **permanent change** will not be taken by the Authority until the trial period has been completed, and there are no impacts confirmed.
- 8.7 The duration of the trial period may be extended in agreement with the employee **but only due to extenuating circumstances** and will be made on a case-by-case basis.
- 8.8 The trial period may be terminated with immediate effect if the arrangements are considered to be detrimental to service provision, or due to any other reasonable factor.

Rejection of a Flexible Working Request

- 9.1 Whilst every effort will be made to accommodate flexible working arrangements there will be instances where this is not possible. A request for flexible working may be rejected on the ~~following business~~ grounds set out in section 9.3, which fall into one of the categories in section 80G (1)(b) or any regulations made by the Secretary of State.:

- ~~the financial implications for the proposed change are not proportionate and will have a detrimental impact on the business~~
- ~~it is not possible to reorganise work amongst other team members.~~
- ~~It is not possible to recruit a replacement to cover the hours created by a reduction from full-time to part-time hours~~
- ~~it will affect the quality of services and/or the performance of the business~~
- ~~there is insufficient work during the periods the employee proposes to work~~
- ~~there are planned structural changes~~
- ~~the changes will not enable the service to meet customer demands~~

9.2 A request may be rejected without the need for trial period.

9.3 A request from an employee will not be refused until a consultation meeting has taken place between the employee and their line manager. Notification of the decision to ~~refuse~~^{reject} a request will be provided in writing, with an explanation and justification for the reason of the decision. If an application cannot be accommodated and is refused, it must be for one of the eight business grounds below as set out in current legislation:

- extra costs that will damage the business
- the work cannot be reorganised among other staff
- people cannot be recruited to do the work
- flexible working will affect quality
- flexible working will affect performance
- the business will not be able to meet customer demand
- there's a lack of work to do during the proposed working times
- the business is planning changes to the workforce

9.4 If an employee chooses to appeal against the decision, this must be done so in writing within 7 calendar days from the notification of outcome and will be dealt with through Stage 3 of the Grievance Procedure.

Appeals

10.1 When an individual is dissatisfied with the outcome of the flexible working application an appeal may be submitted. Whilst the right to appeal is not a statutory right, the Authority believes that providing employees with the opportunity to challenge the decision ensures a fair and reasonable process.

10.2 An appeal must be in writing and must state the grounds for making the appeal. An appeal must be submitted within the statutory time-limit of three months from the date on which the application was submitted. Time limits for this process may be extended in special circumstances and at the discretion of ~~the HR~~.

10.3 An appeal meeting will be arranged within 14 days with the ~~ACFO~~ SPR (Hearing Manager), ~~Head of HR~~/ Appropriate HR Representative and employee, who has the right to be accompanied to any meeting relating to an appeal.

10.4 The employee will be informed in writing of the final decision within 7 days of the appeal hearing.

10.5 The outcome of the appeal will be final and there will be no further right of appeal.

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Handling Multiple Requests

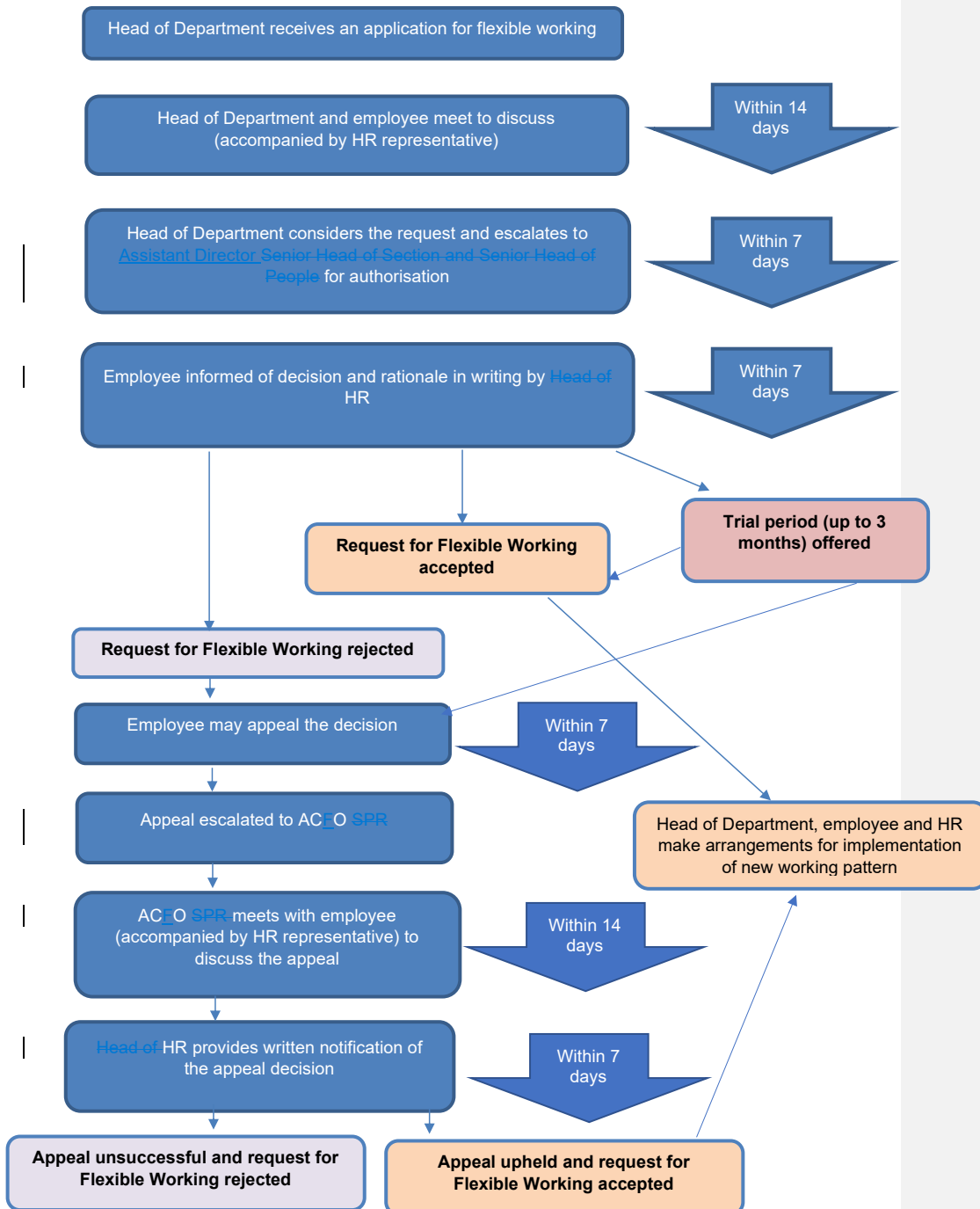
- 11.1 There may be occasions when more than one request for flexible working is made by employees from the same Department. Such requests will be considered by the Line Manager in the order in which they are received and on their own merits.
- 11.2 If the first request is approved any subsequent requests **must** be considered so that there is no detrimental impact on the service, other team members/departments.
- 11.3 If a request is unsuccessful due to a high number of employees already working flexibly within a department, a consultation exercise may be undertaken to enable employees with existing flexible working arrangements to re-consider their position. Such consideration is voluntary and will not be enforced.

Payment of Overtime

- 12.1 Payments for working in excess of those contractually agreed, whilst working to a flexible working arrangement will **only** attract overtime rates when **all** working hours exceed the standard full-time hours for the appropriate group of staff and **only by prior agreement**.

Application for Flexible Working Procedure

Appendix 2





APPENDIX 3

Application for Flexible Working

This form should be completed by employees who wish to make an application to work flexibly. Please read the Flexible Working Policy and Procedure before completing this form. If you need further clarification on any aspect of the policy, please ask your line manager or contact the Human Resources Department.

Part 1: To be completed by the applicant and forwarded to the line manager

| | |
|-----------------------|--|
| Name: | |
| Job Title: | |
| Home Address | |
| Station/ Department | |
| Contact number (work) | |
| Email address (work) | |

Date of Application:

Please provide as much information as you can about your desired working pattern. It is important that you complete all the questions, as otherwise your application may not be valid. ~~When completing the form think about what impact your change in working pattern will have on the work you do and on your colleagues.~~

1) I am making a statutory request for flexible working as follows (Please detail nature of request):

2) I would like to apply to work a flexible working pattern that is different to my current working pattern. I confirm that I meet the eligible criteria as follows:

- I have not made more than 2 requests to work flexibly under this right in the last 12 months.

3) Describe your current working pattern (days/hours/times worked)

4) Describe the working pattern you would like to work in the future (days/hours/times worked)

5) I would like this working pattern to commence from: Date

~~6) Impact of Proposed Working Pattern:~~

~~The change will affect my colleagues/department as follows:~~

~~The effect of the change can be dealt with as follows:~~

Please detail the benefits for Cleveland Fire Brigade:

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

Name:
(block capitals)

Line Manager Approved Yes/No (delete as applicable)

For home working the following should also be attached as part of the business case:

- Completed Workstation H&S Self-Assessment – Appendix 5
- Completed Home H&S Assessment – Completed by H&S Department
- Consideration also needs to be given to provision of service with reference to agreed core hours (Appendix 7)

Please complete a business case to support your decision making (Business Case template as below)

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

Signed by Head of Department.....

Comments from Head of Department.....

.....
.....

Signed by [Assistant Director](#) ~~Senior Head~~ of
Section.....

Comments by [Assistant Director](#) ~~Senior Head~~ of
Section.....

.....
.....

Signed by Senior Head of People.....

Comments from Senior Head of People.....

.....
.....

Signed by Head of HR.....

Date.....

Confirmation of decision provided to applicant in writing by HR

Date:.....

Enc: Business Case
Workstation Self-Assessment
H&S Assessment

Business Case (For line manager completion)

Please detail against each business reason relevant information to support the request:

1- Any additional costs

(In considering this, reflect on whether the proposed new arrangement allows the department to recoup costs through better coverage of service or increased outputs.)

2- Ability to meet customer demand

(Consider if you have sufficient resources to respond to the business need and will it be sustainable, and will there be a presence in core office hours?)

3- Ability to reorganise work among existing staff

(Consider talking to the team about any reorganisation of work where this would be appropriate before coming to a decision. Does it put unreasonable pressure on the other staff?)

4- Ability to recruit additional staff

(Consider the cost of recruiting additional staff against the potential cost of losing the existing member of staff making the request. If the request is to reduce hours or to change the work pattern, can you fill the gaps?)

5- Quality

(Look carefully at the skills and potential of other members of staff when considering these reasons. Will there be an impact on the ability to meet customer demand? Can you offer training to new staff?)

6- Performance

(Performance can mean the individual, the team or the University. Consider if this will be affected.)

7- Workload during the periods the employee proposes to work

(Ensure that there is a need for the work to be delivered during the period requested.)

8- Planned structural changes

(Where there are operational/structural changes planned the flexible working proposal may not work effectively in the new structure.)

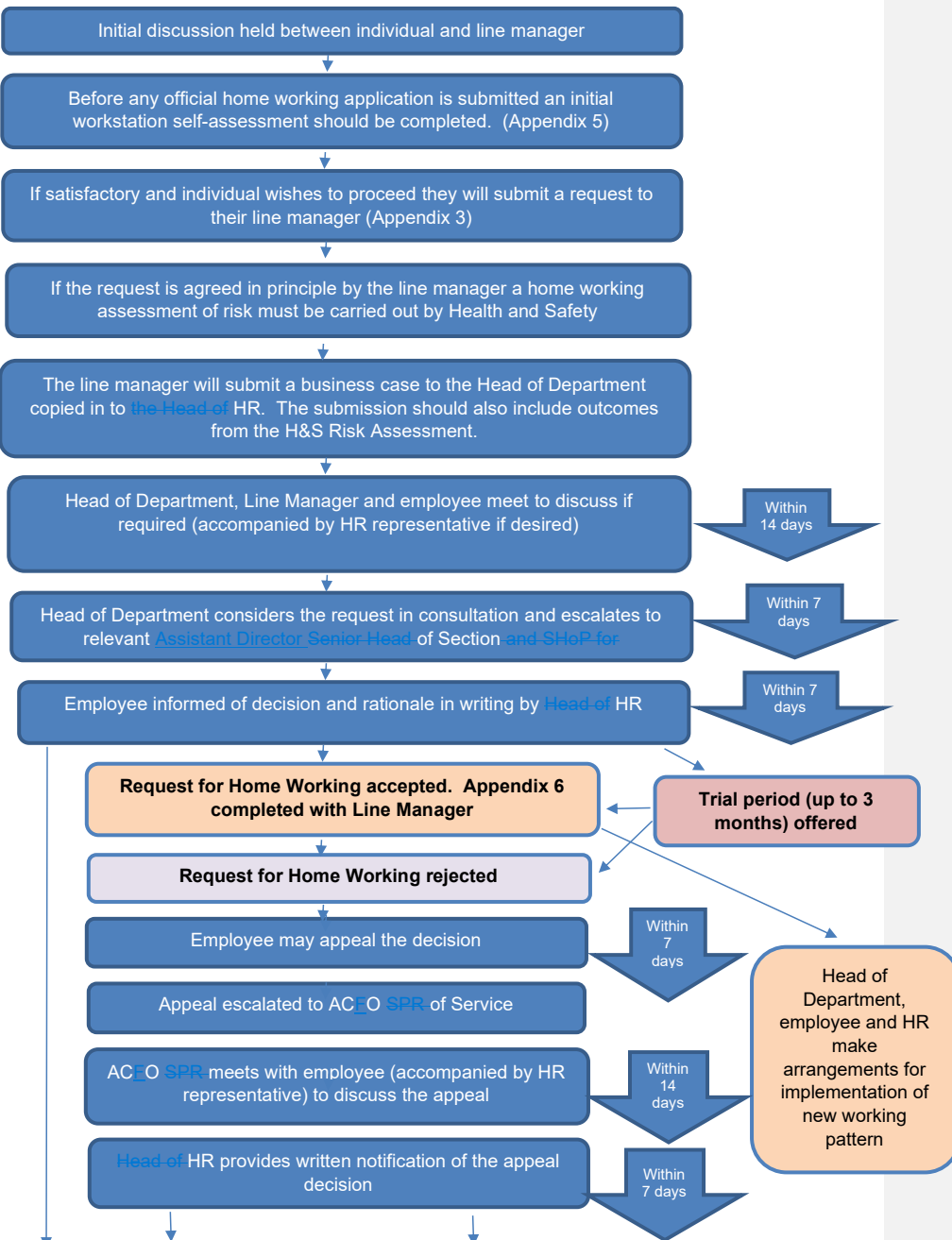
9- Advantages of the flexible working request for the Brigade, the Department and the Individual:

Signed.....

Date.....

Application for Home Working

Appendix 4



Appeal unsuccessful and request for
Flexible Working rejected



Protecting local
communities

Appeal upheld and request for
Flexible Working accepted

CLEVELAND FIRE BRIGADE

WORKSTATION SELF ASSESSMENT CHECKLIST

| | |
|------------------------------------|---|
| Name: | Date of completion: |
| | Date of review: (This should be every 12 months or at any time the working arrangement changes) |
| Address (For Home Working): | Job Title: |
| | Department/ Station: |

The completion of this checklist will enable you to carry out a self-assessment of your own workstation. Your views are essential in order to enable us to achieve our objective of ensuring your comfort and safety at work.

Please circle the answer that best describes your opinion, for each of the questions listed. The form should be returned to the Health and Safety Department as soon as it has been completed.

Signed Date

PLEASE CIRCLE APPROPRIATE ANSWERS:

| |
|--|
| <u>ENVIRONMENT</u> |
| 1. <u>Lighting</u> Describe the lighting at your usual workstation. about right too bright too dark Do you get distracting reflections on your screen? never sometimes constantly What control do you have over local lighting? full control some control no control |
| 2. <u>Temperature and humidity</u> At your workstation, is it usually: comfortable too warm too cool Is the air around your workstation: comfortable too dry 3. <u>Noise</u> Are you distracted by noise from work equipment? never occasionally constantly 4. <u>Space</u> Describe the amount of space around your workstation. adequate inadequate |
| <u>FURNITURE</u> |
| 5. <u>Chair</u> Can you adjust the height of your seat? yes no Can you adjust the height and angle of your backrest? yes no Is the chair stable? yes no Does it allow movement? yes no Is the chair in a good state of repair? yes no If your chair has arms, do they get in the way? yes no |

Is the keyboard separate from the screen?

yes no

Can you raise and lower the keyboard height?

yes ☒ no ☐

Is there enough space to rest your hands in front of the keyboard?

yes no

Do you understand how to use the software?

yes no

12. Training
Have you been trained in the use of your workstation?

yes ☐ no ☐

Have you been trained in the use of your software?

yes no

If you have a problem relating to display screen work, would you know the correct procedures to follow?

yes no

Do you understand the arrangements of eye and eyesight tests?

yes no

Have you discussed the need for a call-in procedure with your manager?

yes no

Do you carry a mobile phone?

yes no

Do you require a personal attack alarm?

Do you require a personal attack alarm:
yes no

14. Well-Being

Do you suffer with any discomfort or ill health, including both physical and mental wellbeing?

yes

no

Any other comments?

Return to: [Health & Safety team](#)

Appendix 6



Protecting local
communities

HOME WORKING AGREEMENT

| | |
|------------------------------|--|
| Name of Staff Member: | |
| Job Title: | |
| Station/ Department: | |
| Line Manager: | |

The completion of this form confirms that the above-named member of staff, together with their line manager, has properly considered all issues relevant to home working as detailed within the Home Working Policy as set out below. A copy of this form is to be retained on the staff member's personal file.

| | |
|---|--|
| Nominal base: | |
| Contracted working hours: | |
| Core service hours: Specify here core service hours/ scope of working hours to identify flexibilities | |
| Agile equipment issued: Please detail: For example, laptop, tablet, smartphone, laptop bag etc. | |
| Insurance, Mortgage/ Lease and Tenancy Agreement discussed? | Has this been actioned by employee and copy of household insurance retained in the personal file? |

| | Comments | Agreed |
|--|--|--------|
| Has the member of staff read and understood the Home Working section in the Flexible Working Policy, the principles underpinning Home Working and completed the work station self-risk assessment set out in Appendix 5 | | Y/N |
| Is the staff member compliant with mandatory Information Governance training requirements | If not, agree completion date prior to commencement of homeworking to ensure compliance. | Y/N |
| Is the staff member trained to use all allocated home equipment efficiently | | Y/N |

| | | |
|--|---|-----|
| Does the staff member have a health condition which requires additional specialist equipment | Examples include: Back care issues and need for specialist chair. | Y/N |
| If so, is this equipment restricted to certain bases where they can work from? | Include restriction details | Y/N |
| How will performance be measured, and outcomes monitored | Examples include: - Activity levels - Data quality - Record keeping entry timeframes. - Service KIPi's - Workload size | Y/N |

| | | |
|--|--|-----|
| How will communication between line manager and staff member be maintained | <p>Examples include:</p> <ul style="list-style-type: none"> - Monthly one to ones - Weekly scheduled meeting/ discussion - Ad hoc contact - Team meetings - Use of Microsoft Teams - Wellbeing discussions | Y/N |
| What are the mechanisms in place for informal support from the wider team? | <p>Examples include:</p> <ul style="list-style-type: none"> - Team meetings - Use of Microsoft Teams - Shared contact numbers for advice and consultation | |
| How will the staff members safety be monitored when lone working | <p>This will depend on local/departmental procedures, some examples are:</p> <ul style="list-style-type: none"> - Electronic diaries to be kept up to date and as accurate as possible enabling most recent location to be checked by the team - Robust team buddy system in place - End of day/ meeting check in | Y/N |
| How will the staff members health and wellbeing (both physical and mental wellbeing) be monitored? | <p>Examples include:</p> <ul style="list-style-type: none"> - Regular one to ones - Wellbeing conversations - Is the staff member aware of sickness reporting procedures | |

All home working arrangements are subject to regular review. Abuse of the arrangement could lead to these arrangements being terminated and/ or formal action being taken.

| | |
|--|--|
| Signed: [Staff member] | |
| Date: | |
| Signed: [Line Manager] | |
| Date: | |
| Home Working Agreement review date: | |

Appendix 7
Core Hours for
Service Provision
approved by ELT 10th
Feb 2022

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