





## MidKent College Human Resources Policy

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<b>Policy Cross References - This policy should be read in conjunction with any other associated policies, with particular reference to</b>	
<b>Policy Name</b>	<b>Policy Number</b>
Adoption Leave Policy	--
Annual Leave Policy	--
Homeworking Policy	--
Disciplinary Policy	--
Maternity Leave Policy	--
Maternity Support Leave Policy	--
Parental Leave Policy	--
Shared Parental Leave Policy	--
Sickness Absence Policy	--
Time Off for Dependents Policy	--
See also: Health & Safety – Lone Working Procedure	--

<b>Document Revision History</b>		
<b>Version Number</b>	<b>Date</b>	<b>Summary of Revision</b>
V1	2023	1. Section 3.4 updated
		2. Section 3.7 updated
		3. Section 3.12 updated
		4. New section 3.14
		All changes made in anticipation of proposed Government legislative changes to Flexible Working.

## 1. Introduction

- 1.1. MidKent College is committed to promoting the health, safety and wellbeing of its members of staff. This policy contains a range of options, guidelines and proposals for best practice, which endorses the College's approach to flexible working in support of this commitment.
- 1.2. The College also encourages managers to apply other practices in keeping with the spirit of flexible working, where this was appropriate, within approved College policies and guidelines.
- 1.3. Managers must adopt a consistent approach to approving flexible working requests which is fair and equitable to others; balances service provision to students, whilst also recognising individual circumstances and supporting a healthy work/ life balance.
- 1.4. Deliberate misuse of the options contained within this policy by staff will be regarded as misconduct and may be considered as a disciplinary issue.

## 2. Scope and Aim of Policy

- 2.1. This policy applies to all permanent staff employed by the College, irrespective of whether they have full or part time contracts.
- 2.2. The purpose of this policy is to provide clear and consistent guidance to all staff covered by this policy in respect of the flexible working options available to them and any associated processes.

## 3. General Principles

- 3.1. **Eligibility** – The options specified in this policy are applicable to all staff directly employed by the College, irrespective of their start date, whether they are full or part-time employees and of age, gender, gender re-assignment, sexual orientation, ethnicity, disability, religion or belief, marital status or pregnancy and maternity.
- 3.2. **Informal Process** - Managers are encouraged to respond sensitively to all requests for flexible working. The majority of requests will be dealt with by discussion and mutual agreement between an employee and their manager at this, informal, stage. This applies to all options covered by this policy.
- 3.3. **Formal Process** – Where requests cannot be satisfactorily resolved at an informal level, all employees are required to submit a request in writing to their line manager setting out the reason for their request. The designated HR Business Partner will supply the link to the online Flexible working application form that must be used to submit all formal requests. This applies to all options covered by this policy and applies to the Homeworking Policy as well.
- 3.4. A meeting should be set up, by the line manager, within 10 working days of

receiving the employee's written request.

- 3.5. If employees require assistance to complete the application or compose their request, they may choose to ask a work colleague or a Trade Union representative.
- 3.6. Managers are not obliged to agree to a new working pattern or revised working arrangements, but are required to consider requests seriously and work through all possible options with the employee. A manager will be able to reject a request, but only on specific business grounds, the needs of the service remain paramount. These are as follows:-
  - The burden of any additional costs;
  - Detrimental effect on the ability to meet student/ customer demand;
  - Inability to reorganise work within existing staffing;
  - Detrimental impact on quality;
  - Detrimental impact on performance;
  - Inability to recruit extra staff;
  - Insufficiency of work during the periods the employee proposes to work;
  - Insufficiency of work at the location that the employee proposes to work from;
  - Planned structural changes
- 3.7. With the exception of requests that need to be approved by the Establishment Panel, within 10 working days of this meeting, the manager should write to the employee either to:
  - Agree the new pattern and a start date, or
  - Confirm the compromise suggested and the date the employee agreed to respond to this suggestion, or
  - Explain why they cannot meet the request and set out how the employee should appeal if they are not happy with this decision
- 3.8. In certain cases, it may be advisable to build in a trial period with the option of returning to the previous working arrangements if the new pattern proves unsustainable due to department or individual impracticalities. Advice should be sought from the Human Resources (HR) department on the format and content of this letter.
- 3.9. **A trial period** may be requested by an employee for a particular working pattern for a specified period of time to deal with "special circumstances". This could include a family or personal emergency or a situation where, due to caring responsibilities, the most appropriate working pattern for employer and employee is not known and requires a trial period to establish a suitable solution.
- 3.10. If the manager is unable to meet the request, support and advice is available to individuals from their designated HR Business Partner in relation to alternative redeployment options.
- 3.11. **Appeal against Management Decision** - If the employee is not satisfied that the request has been seriously considered, they may appeal against the decision.
- 3.12. The appeal must be made in writing to the next level of manager setting out the

reasons for the appeal within 10 working days of receiving the manager's letter. Late receipt of notification of appeal is likely to result in the loss of the right of appeal.

- 3.13. The procedure to be used for appeals is as described within the College Grievance Policy. At this meeting, the line manager will normally be accompanied by a representative from the HR department and the employee may be accompanied by a workplace colleague or a Trade Union representative.
- 3.14. From the date that the first application for flexible working is received, the College must have dealt with the application, including appeals, in no more than 2 calendar months.

#### 4. Management Guidance

- 4.1. When a manager is approached by a member of staff regarding a flexible working option:-
  - Notify the designated HR Business Partner of the receipt of a request for flexible working.
  - Discuss the initial request with the employee
  - Employee asked to put the request in writing if they wish to proceed.
  - Agree with the member of staff a date by which consideration of the request will have been completed, taking account of its complexity as well as urgency. This should also take account of the need for any requests to be approved through the College Establishment Panel.
  - A manager **must not** automatically deny the request, it must be considered seriously and all possible options worked through.
  - The manager should consult with relevant colleagues, including other team members who may be affected, their own line manager and designated HR Business Partner, to discuss implications of the proposed change requested.
- 4.2. Consider how best to accommodate the request without impairing service standards, in particular:-
  - Each request must be judged on its merits and prevailing circumstances. Bear in mind the need to be responsive to individual requirements whilst taking into account the overall needs of students, the team and the service.
  - Will there be any adverse effect on students/ service provision?
  - What record(s) will need to be maintained of the new arrangements?
  - What problems, if any, will there be in administering any adjustments to pay and benefits through the payroll department?
  - Will there be any adverse effect on other colleagues?
  - Will lone working be an issue?
  - Will any additional equipment need to be purchased?
  - Does final approval need to be requested through the Establishment Panel?
- 4.3. Consult the designated HR Business Partner where there is a proposed change to the terms of the existing contract, or to pay and benefits. In these circumstances approval from the Establishment Panel will be required.

- 4.4. With the support of the designated HR Business Partner, ensure that agreed changes are properly documented with a copy retained on the employee's personnel file. A variation to contract letter will be issued by the HR department and forwarded to the employee concerned where required.
- 4.5. Requests may be declined where they cannot be reasonably met. However, managers must work through solutions and reach compromises, wherever possible. Each case must be considered according to the existing current personal and business circumstances.
- 4.6. The manager's decision should be confirmed to the individual in writing. Where a request has been refused the reasons should be explained in person in full, followed up by a letter giving the same information. Managers should explain to the employee that they have the right to appeal against the decision. The appeal must be made in writing to the next level of manager within 10 working days of the employee receiving the letter and should set out the reasons for the appeal.

## 5. Staff Guidance

- 5.1. When applying for flexible working arrangements staff should:-
  - Submit their request in writing, using the flexible working application form, to their immediate manager with as much detail as possible about the requirements.
  - Keep a copy for their records, so that they know what they have submitted.
  - Request a meeting to discuss their request with their manager allowing a reasonable time for the request to be considered. Note: A manager may need more than one meeting depending on the nature of the request
  - Consider flexibility - it may be that the department might be able to meet the request, but not in full. How flexible can they be – might there be alternative ways to meet their needs?
  - Timescale - agree a time with the manager when they will be able to provide a response. This time period will need to reflect both the significance and urgency of the request.
  - Allow enough time for both the manager and, if needed, the College Establishment Panel to consider the request.
- 5.2. If a manager has refused the request, the reasons should be explained in the formal response provided to the employee and in the letter confirming their decision.
- 5.3. An employee may appeal and take their request to the next level of manager in their department, if:
  - They do not receive a formal response, in writing, from their manager within a reasonable or agreed timeframe
  - They believe the refusal or outcome of the request does not reflect the spirit and principles of flexible working
- 5.4. The appeal must be made in writing, setting out the reasons for the appeal and be received by the next level of manager within 10 working days of receiving the

refusal. Late receipt of notification of an appeal is likely to result in the loss of the right of appeal.

- 5.5. An employee may choose to be accompanied at any appeal meeting either by a Trade Union representative or a workplace colleague.
- 5.6. A manager must consider the needs of the students, the College and the department as a whole and may not always be able to accommodate a request, although they will do all that is reasonable to do so.

## Flexible Working Options

### 6. Term-Time Working

- 6.1. **Introduction** - Term-time working allows employees to remain on a permanent contract either full or part-time, but gives them the right to unpaid leave of absence during College holidays.
- 6.2. Staff will not be permitted to take any annual leave during term time, instead they will be paid an enhanced salary that takes account of the annual leave that they are legally entitled to. In exceptional circumstances, staff may be granted time off during term time, on the understanding that any time will be made up during the holiday period or taken as unpaid leave.
- 6.3. This option is only available for roles that are not required during holiday periods.
- 6.4. The annual salary will be reduced to take account of the change in contract. Any staff considering taking up this option, should contact Payroll in order to obtain a quote of the potential new salary.
- 6.5. **Managers** are not obliged to agree to a request for Term Time Only (TTO) contracts, but are encouraged to consider requests seriously and work through possible options. The granting of a TTO contract will be dependent on:-
  - the operational requirements of the department,
  - the employee's reasons for wanting to change to a TTO contract,
  - any other relevant factors.
- 6.6. If a manager reaches an "in principle" agreement to move a member of staff to a TTO contract, they must complete a "change to existing post" application form and send this to the HR Department for consideration by the Establishment Panel.
- 6.7. **Pay & Benefits** – If approved by the Establishment Panel, a new employment contract will be issued and pay will be adjusted to reflect the new contract

## 7. Extended (Unpaid) Leave

- 7.1. **Introduction** - This arrangement enables an employee to take an extended period of unpaid absence from between one to twelve months. The reason for extended leave may be to undertake a period of travel, to care for dependent relatives, to extend a period of maternity, paternity or adoption leave or for any other reason as deemed acceptable by management. An employee may not work during their extended leave unless this is specifically agreed by their manager before the extended leave commences.
- 7.2. The maximum amount of extended unpaid leave that can be taken in any one period is twelve months. Extended leave will usually only be granted where the full annual leave entitlement has already been taken or booked.
- 7.3. An employee will be entitled to return to the job held before the extended leave commenced.
- 7.4. **Managers** are not obliged to agree to a request for extended leave but are encouraged to consider requests seriously and work through possible options. The granting of extended leave will be dependent on:-
- the operational requirements of the department,
  - the employee's reasons for wanting the extended leave,
  - any failure on the part of the employee to return on time from annual leave or extended leave in the past, or
  - any other relevant factors.
- 7.5. Special consideration may need to be given to how an individual's work will be covered during the time that they are on unpaid extended leave. The needs of the service remain paramount.
- 7.6. If a manager reaches an "in principle" agreement for extended leave, they must get final approval by sending the request to the HR Department for consideration by the Establishment Panel.
- 7.7. **Pay & Benefits** - During the period of extended leave, the employee's contract of employment will remain in force. The employee will be deemed to be on authorised unpaid leave.
- 7.8. The period of extended leave will count as continuous service. All pay and benefits will be suspended from the start of the extended leave and will be reactivated on return to work, e.g. salary and incremental increases, annual leave entitlement, sick pay benefits, maternity leave and pay etc. as applicable. Pension contributions will also be suspended and advice should be sought on how these payments can be made up retrospectively from the relevant pension provider.
- 7.9. **Failure to return after unpaid leave** - The termination of employment of an employee who has failed to return from extended leave is a dismissal in law and is subject to all the usual requirements of justification and reasonableness. A full investigation of the employee's confirmed absence should be carried out and a

decision made as to whether it is reasonable to dismiss in the circumstances. If there has been no contact from the employee, attempts should be made to contact them, both at home and/ or abroad. The HR department should be contacted for advice in this instance.

- 7.10. Before a leave period in excess of one month commences, an employee will be required to sign an agreement form in support of their extended period of absence which should be counter-signed by their manager. This form can be found on the HR pages of SharePoint. In all cases the Payroll department must be notified before the leave commences.

## 8. Staggered Working Hours

- 8.1. **Introduction** – This option allows employees to determine their weekly working pattern within specified arrival and departure times on a planned weekly basis with the agreement of their line manager. Working hours may be staggered on a permanent or temporary basis, throughout the week or just on one or two days of the week.
- 8.2. Through this arrangement, an employee will be able to vary their normal working hours whilst continuing to work their current contracted hours for the post over the week, for example, full time staff working from 10am to 6pm rather than from 9am to 5pm.
- 8.3. A staggered working hours arrangement may allow for longer or fewer shifts, for example full-time hours worked over 4 days rather than 5 days, but only if there is no compromise to service standards or any adverse impact on the rest of the team
- 8.4. **Managers** are not obliged to agree to a request by an employee to stagger their working hours, but are encouraged to consider requests seriously and work through possible options. Actual timings should be agreed, in writing, in advance to ensure that service needs are met in full.
- 8.5. **Application** - The informal and formal processes outlined in this policy apply. Managers should pay particular attention to any health and safety or security issues which may occur outside of normal working hours, such as lone working considerations.
- 8.6. **Pay and benefits** are not affected on the basis that the current contracted hours for the job are worked over 5 days or less. Annual leave may be affected if an employee works fewer days per week; the normal rules in relation to annual leave will apply. Please refer to the College Annual Leave Policy.
- 8.7. **Considerations** - Staggered working hours will not normally include weekend work unless an employee's existing work pattern includes weekend work. An employee cannot reduce their daily hours by working through their breaks. An appropriate meal/ rest break must be taken during attendance hours in accordance with the Working Time Directive Regulations.

## 9. Compressed Working Hours

- 9.1. **Introduction** - This arrangement enables the employee to work their total number of contractual hours over fewer working days by working fewer, but longer periods of time during a working week. This option does not necessarily involve a reduction or increase in contractual hours worked.
- 9.2. **Managers** - Compressed working hours may not be suitable for all posts within the College as many posts will require attendance on specific days and times to ensure the continuation of service provision. It is the responsibility of each manager to determine which employees can work under a compressed working hours arrangement. As with all flexible working requests the needs of the service must be paramount.
- 9.3. Managers should pay particular attention to any health and safety or security issues which may occur outside of normal working hours, such as lone working considerations.
- 9.4. If a manager reaches an “in principle” agreement for compressed hours, they must get final approval by sending the request to the HR Department for consideration by the Establishment Panel.
- 9.5. **Pay and benefits** will not be affected on the basis that the current contractual hours are worked during the normal working week. If the total number of hours to be worked is to change then pay will be reduced or increased as applicable.
- 9.6. **Considerations** - Where more than one employee within a team wishes to work compressed hours, a rota may be necessary to ensure fairness as some days, usually Monday and Friday, will be more popular choices for time off.
- 9.7. The two options available under this scheme are as follows:
  - **Option 1:** The weekly contractual hours are worked over a period of four working days with a minimum of 30 minute break to be taken when working an unbroken period of six hours. This break cannot be taken at the end of the shift.
  - **Option 2:** The contractual hours for a two week period (e.g. 74 hours for a full-time employee) are worked over 9 days with a minimum of 30 minute break to be taken when working an unbroken period of 6 hours. This break cannot be taken at the end of the shift.
- 9.8. Normal start, lunch breaks and finish times must be agreed in writing, with the manager and can only be changed with their prior agreement. This option must not be used to build up additional hours to take as leave or extra time off. Annual leave should be calculated in hours rather than days to take into account the possible variations in hours worked each day. Please refer to the College Annual Leave Policy.
- 9.9. Medical appointments, i.e. doctors / dentist should be made for non -working days wherever possible and not during working time.

## 10. Flexi time Arrangements

- 10.1. **Introduction** – Flexi time arrangements are suitable for individuals or teams of workers, when work involves splitting the normal working day into two parts, a “core period” when all employees are expected to be present, and “flexible periods” at the beginning and end of the working day. This allows individual’s or teams of employees to work longer hours at certain times, and shorter hours at others, providing those employees work a minimum number of hours over a set period.
- 10.2. This has the advantage of enabling hours spent at work to fit in with an employee’s personal commitments, which may be particularly important for those with caring responsibilities. In addition, commuting times can be reduced by avoiding problems of travel in “peak hours”.
- 10.3. **Managers** - There is no obligation to employ individuals/ teams on flexitime systems, and the choice to use them will be down to local discretion, taking into account the needs of the service. Where managers are considering a request to implement flexitime for groups of staff, they will need to consult with their designated HR Business Partner, the staff and recognised trade unions.
- 10.4. In implementing a department flexi time system, managers are altering employee’s implicit terms and conditions of employment. Whilst many employees will welcome this additional flexibility, the manager should seek assistance from the designated HR Business Partner prior to consultation with staff regarding the change. Managers should ensure that a move towards a flexi time system undergoes a thorough trial period before it is fully adopted. Managers must set an agreed maximum level of accrued flexi time that can only be exceeded with prior agreement from the manager.
- 10.5. **Flexi Time Process** - Flexitime systems often split the normal working day into two parts. The first is a basic “core period”, when all employees are expected to be present. The second part consists of “flexible periods” at the beginning and end of the working day.
- 10.6. During the flexible periods, and with the agreement of their manager, staff may choose their own starting and finishing times. If an employee has worked more hours than required within a period, and thus accrued sufficient credit time, they may, with prior permission from their manager, take either half days or full days off in lieu during the next period. Managers must aim to allow time off within at least one month of time being accrued, subject to departmental workload.
- 10.7. **Considerations** - High levels of accrued flexitime which build up over a period of months is not allowed and no more than 16 hours may be carried forward from one period to another at any one time. Sustained periods of flexitime over and above the standard working time will inevitably mean that the manager would need to review the individual's and/ or the team’s workload.
- 10.8. Staff should be aware that a failure to work a sufficient amount of time over the set period, or the deliberate falsification of a timesheet, may lead to disciplinary action in accordance with the College Disciplinary Policy. Flexi timesheets should

always be used and should include a clause that states that "deliberate falsification of a timesheet constitutes fraud and may lead to dismissal". Timesheets must be signed by the individual and authorised by their manager on a weekly basis. The College standard flexitime sheet can be provided by the designated HR Business Partner for the department.

## 11. Annualised Hours

- 11.1. **Introduction** - Annualised hours is a contract in which the hours of work are spread unevenly through the year with fewer hours worked at certain times. Instead of defining working time on a traditional weekly basis, for example 37 hours per week, a commitment is made to provide for a set number of hours to be worked each year.
- 11.2. **Managers** – To determine if a role is suitable for this flexible working option the following should be considered:-
- Does the role show a peak and trough pattern which would lend itself to annualised hours without an adverse effect on service needs?
  - Can the service accommodate or adapt to lengthy periods of absence?
  - What maximum period of absence could the service tolerate?
  - How would the working pattern be arranged, i.e. number of hours worked per week/ month, days to be worked?
  - Will an extra person need to be recruited to cover the job during the remainder of the year, if so, could cover be provided by temporary staff?
- 11.3. Managers are not obliged to agree to a request for annualised hours but are encouraged to consider requests seriously and work through possible options. A manager will be able to reject a request, but only on specific business grounds.
- 11.4. **Pay & benefits** will not be affected on the basis that the contracted hours for the post must be worked across the year. Staff working part-time will be entitled to salary and other benefits on a pro-rata basis.
- 11.5. **Considerations** - Annualised hours contracts can be complicated to administer and advice should be sought from the designated HR Business Partner for the department before implementation. The employee should submit a plan for their proposed hours at the start of each month which must be approved by their manager. Any sickness or other absence over this period will be applied in relation to this agreed plan.
- 11.6. It is important to discuss whether there will be the option to call in or stand down an employee in busy or quiet work periods, subject to an agreed notice period. The inclusion of such a facility must be negotiated and agreed with the member of staff and will form part of the contract.
- 11.7. It may be possible to work full-time hours over a period of less than twelve months. However, particular care must be taken to ensure that an employee's working pattern does not contravene the conditions relating to rest breaks and breaks from work as laid out in the Working Time Directive Regulations.

- 11.8. It may be possible to vary weekly hours providing an employee works their contracted hours within each year. This arrangement is subject to the needs of the service and would require management approval and authorisation.
- 11.9. Hours worked are reconciled on a monthly basis to ensure that at year-end, the employee has worked the annual contracted hours. All annual contracted hours will be paid at the standard hourly rate.
- 11.10. Any hours worked over and above contracted hours may be paid as overtime as long as the employee is in a post which qualifies for a premium payment. In these cases, all overtime must be agreed in advance by the employee's manager. The manager should keep a regular check on an individual's hours to ensure no significant deviation from contracted hours each month. Any major discrepancy may result in the annualised hour's arrangement being withdrawn and the employee resuming standard working hours.
- 11.11. Hours are reconciled on an annual basis and if an employee has worked more than their contracted hours an adjustment will be made to offset any additional hours worked against the following year's allocation. Alternatively, payment may be made for additional hours.
- 11.12. Managers should maintain an ongoing record of an employee's hours of work. This should be provided to the Payroll department if the employee leaves the College employment and will be used to calculate whether the employee owes or is owed monies in relation to their final salary.
- 11.13. Annual leave, as with all staff is calculated in hours. Please refer to the College Annual Leave Policy.

Calculating Hours to be worked each year. This example is based on a standard year defined as 52 weeks with an employee who works full-time, 37 hours per week, with an annual leave entitlement of 30 days plus 8 bank holidays.

52 weeks x 37 hours	=	1924 hours
Less 25 days annual leave:	=	185 hours
Less 8 public holidays:	=	59 hours

Annual contracted hours: = 2168 hours per annum

**Note:** A similar pro-rata calculation would be made for part-time staff. A Support Staff employee whose annual leave entitlement increases as a result of long service, will need to have their working hours re-calculated.

- 11.14. All details relating to the annualised hours contract should be formally confirmed to the individual through an amendment to contract letter. Annualised hours contracts should start on the first day of a month for a one year period.
- 11.15. If a formal request for annualised hours has been officially declined, the employee must wait six months before making a further application unless there

is a significant change in their circumstances.

## 12. Job Sharing

- 12.1. **Introduction** - Job sharing is an arrangement where two or more employees share the responsibility for one full time post. There are a number of benefits in their use and these include increased motivation and commitment from employees and greater flexibility in the use of human resources. Job sharing is designed to attract and retain experienced staff who might otherwise not continue working due to personal commitments. This differs from part-time working and often job sharers work split days, weeks or alternate weeks.
- 12.2. **Managers** - All posts in the College may be considered for job share but where it is deemed that a post is not suitable for job sharing, the onus will be on the manager to substantiate their reasons. Managers should make an informed decision that is based on the needs of the service.
- 12.3. A clear statement on what happens if one sharer leaves must be included in the new contract and this must be addressed and understood by all job sharers before the arrangement is embarked upon.
- 12.4. The standard contractual phrase is as follows:
  - "In the event of your job sharer partner leaving your shared post for any reason, you will be offered the post on a full time basis/ offered the vacant hours. If you do not wish to take the full time post/ these vacant hours, a suitable job share partner will be sought over a reasonable period of time. You may propose or suggest a possible job share partner, but the decision to appoint is that of the manager. If this proves unsuccessful, attempts will be made to redeploy you into a suitable alternative vacancy within the College. If there are no suitable alternative vacancies, and after full consultation, your contract of employment with the College will be terminated."
- 12.5. **Pay & Benefits** - The basic principle of job sharing is that sharers should receive pro rata terms and conditions of employment. Issues relating to rates of pay, hours of work, annual leave and bank holidays should be agreed between the manager and the employees before the job share commences. Job sharers must be working at the same grade however they may be on a different incremental point of the scale.
- 12.6. **Considerations** - A job share does not need to be split 50:50 and can be split according to the needs of the individual and the service. It is important to try and build in some overlap time wherever possible.
- 12.7. In the event of a job sharer leaving the shared post for any reason, the remaining sharer shall be offered the vacant hours in the first instance. If the remaining sharer does not wish to take these hours, a suitable job share partner will be sought over a reasonable period of time which will normally tie in within an appropriate recruitment timescale, e.g. 6 to 8 weeks. The remaining job sharer will be consulted at all times during the recruitment process.

- 12.8. If recruitment is unsuccessful, redeployment of the remaining job sharer must be considered. Only as a last resort should the remaining job sharer's contract be terminated and this must be after the manager has fully consulted with that employee and explored every possible avenue as an alternative to termination. In this case, the manager must show that they acted reasonably and must be able to justify that they had sufficient reason for terminating the employee's contract.

### 13. Homeworking

- 13.1. Please refer to the College Homeworking Policy, which details how to apply for both occasional and long term homeworking options.

### 14. Phased Return to Work

- 14.1. **Introduction** - Returning to "normal working" after a prolonged period of absence can prove difficult for an employee. A phased return to work can help following extended absence such as maternity leave or career break. Normal hours of work are initially reduced on a temporary basis before resuming full contracted hours. Salary can be made up to full/ normal pay using outstanding annual leave to maintain full salary. This provision is designed to facilitate a return to work and an early resumption of normal duties.
- 14.2. A phased return to work will normally only be considered after a period of extended leave, for example maternity leave or serious/ prolonged illness. All other cases must be referred to the HR Department.
- 14.3. **Managers** are not obliged to agree to a request for a phased return to work but are encouraged to consider requests seriously and work through possible options. A phased return to work should run for a maximum of four weeks although this period may be extended in exceptional circumstances, as long as this has been agreed by the manager and the designated HR Business Partner for the department. An employee cannot be forced to undergo a phased return to work; this is by agreement only.
- 14.4. **Considerations - After Maternity Leave.** A phased return to work could commence after the end of maternity leave. Staff returning from maternity leave will receive pay pro-rata to the hours being worked. Salary can be made up to reflect the salary in place before commencing maternity leave by the use of any outstanding annual leave.
- 14.5. **Considerations - After prolonged Sickness Absence.** Doctors often recommend a gradual return to work after a serious illness and a long absence from work. Any recommendation must be accompanied by a medical statement indicating "fit to return to work" or be recommended by Occupational Health. In conjunction with the line manager and the designated HR Business Partner for the department, a rehabilitation programme should be developed for the employee. This would involve prescribed working hours over an agreed period of time with the aim of bringing the employee back to full-time work, normally within

a four-week period. This time period may be extended in exceptional circumstances. For phased return to work following sickness absence the first four weeks will be paid as per the individual's normal salary irrespective of the hours worked. After four weeks the salary will reflect the actual hours worked.

- 14.6. In all cases, if a phased return to work is formally agreed, pay will be discussed and agreed on a case by case basis. Returning to work part-time may be offset by accrued annual leave to maintain an employee's full time salary.

## 15. Employment Break

- 15.1. **Introduction** - This is a scheme that enables staff to take an extended, unpaid break from employment and at the same time keep in touch with developments at the College. This provision allows employees to take a longer period away from work than that provided for by the Parental Leave or Shared Parental Leave and other leave arrangements.
- 15.2. It is recognised that a great deal of time and expense is spent recruiting, selecting and training new staff. In addition, returning to work after an extended break can be quite a daunting experience as people may lose confidence and feel that their professional skills may have grown rusty.
- 15.3. This provision enables employees to take an extended, unpaid break from work. The reason for an employment break may be to bring up children, to care for dependent relatives, to undertake further education, to undertake a period of travel, to work abroad or for any other reason as deemed acceptable by management. An employment break can be taken from between 1 to 2 years.
- 15.4. **Eligibility** - Staff must have a minimum of twelve months service with the College. Staff will not be required to resign to take an employment break, although there will be a change to the contract of employment. Staff will be guaranteed a return to their current or a similar post at the end of the employment break. Advice should be sought regarding implications to an individual's pension. Applications should be submitted in writing and notice periods should be clearly stated in an agreement between the employee and employer
- 15.5. Staff on employment breaks will not normally be allowed to take up paid employment with another employer except where, for example, work overseas or charitable work could broaden experience. In such circumstances written authority from the College would be necessary.
- 15.6. **Managers** - The manager must comply with the provisions of the Employment Break Scheme and in particular:
- arrange to meet the employee with the designated HR Business Partner to outline the principles of the scheme and explain the requirements of the individual;
  - ensure all documentation relating to the scheme is fully completed including issuing a letter to the applicant setting out the terms of the Scheme;

- complete all relevant Payroll paperwork;
  - meet the employee on at least an annual basis to reaffirm commitment to the scheme, or if this is not possible, ensure that written re-affirmation is received;
  - co-ordinate any relevant “refresher” programme and ensure that the individual is eligible and competent to return to their former or equivalent post;
  - ensure completion of Payroll paperwork on the employee’s return to the College.
- 15.7. **Length of break** - The maximum length of break should be 2 years and the minimum length of break should be 12 months. All breaks are subject to an agreement between the employer and employee before the break begins. The agreement must cover:
- the effect of the break on various entitlements related to length of service;
  - a guarantee that, if the employee returns to work within one year, the same job will be available, as far as is reasonably practicable;
  - if the break is longer than one year, the employee may return to a similar job;
  - return to work at the equivalent salary level, reflecting increases awarded during the break;
  - the notice period required before the return to work should be 6 months;
  - arrangements for keeping in touch during the break;
  - requirements on the employee to keep up to date with their relevant professional registration needs, including attendance at specified training courses and conferences, and any assistance the employer may give in the support of this;
  - training arrangements for re-induction to work;
  - any other conditions required either by the College or the employee.
- 15.8. **Return to work** - Employees do not have to resign to take an employment break and the period of the break will count towards continuous employment for statutory purposes.
- 15.9. Other provisions depending upon length of service, e.g. pensions, contractual redundancy payments, leave entitlements, should be suspended for the period of the break. Advice should be sought from the relevant pension provider prior to any agreement being made to take up an employment break.
- 15.10. If a manager reaches an “in principle” agreement for an employment break, they must get final approval by sending the request to the designated HR Business Partner for consideration by the Establishment Panel.
- 15.11. **Pay & Benefits** - During the employment break pay will be suspended on the grade and spine point applicable to their post.
- 15.12. **Responsibilities of Employees** - Employees will be required to comply with the provisions of the Employment Break Scheme and in particular:
- give the College at least 3 months’ notice of the date they wish the employment break to start;
  - reaffirm their commitment to the scheme when requested and on at least an annual basis;
  - ensure that they maintain professional registration and keep professionally

- updated if this is a prerequisite for their current post;
- on return to the College, participate fully in a refresher/ retraining programme in order to assess competence before returning to the agreed post, where appropriate;
- inform their manager as soon as possible if they do not wish to continue on the scheme or return to work at the College.

## 16. Flexible Retirement

- 16.1. **Introduction** - This option is available for staff as they approach retirement and include winding down into part-time work in ways that do not reduce pension benefits, stepping down into a less demanding, lower-paid role in a way that preserves pension entitlement from the higher level post, or retiring and starting to receive pension, but carrying on with part-time or full-time work. All flexible retirement requests must be approved by the Establishment Panel.
- 16.2. It is important that before taking any decisions about flexible retirement staff in either pension scheme should seek advice from either the College Payroll & Pensions Manager or the relevant pension scheme provider. Contact details can be obtained from the College Payroll department.
- 16.3. **Retirement** - There is no requirement for staff to retire until they wish to do so. However, the College is mindful of the various pension arrangements that are available to staff and will endeavour to support individuals to reach decisions that affect the end of their employment in the most suitable manner.
- 16.4. Individuals who are members of one of the College's pension schemes may choose to voluntarily retire before the age of 65 years however a penalty to pension payments may be incurred.
- 16.5. **Notification of Retirement** - It is good practice for managers to discuss retirement plans with members of staff approaching pensionable age; however there should be no presumption of retirement.
- 16.6. If an individual wishes to retire the relevant pension providers require at least 3 months' notice to ensure all the necessary paperwork is processed and ensure a seamless transition from salary to pension.
- 16.7. **Options Leading up to Normal Retirement. Winding Down** - As an alternative to simply retiring, individuals may consider working fewer hours/ days in their current post. Individuals should contact the relevant Pension scheme to discuss the effect a reduction in hours may have on their final pension.
- 16.8. **Stepping Down** - Some individuals may find that they wish to give up the pressure and responsibilities of their current role without leaving work altogether. Therefore they may wish to step down into a less demanding job on lower pay, whilst still making use of their skills and experience.
- 16.9. Formal agreement for this arrangement must be obtained from the Establishment

Panel and advice must be sought from the relevant pension scheme on whether pension contributions can continue based on the stepped down pay. In addition, full consideration must be given to the financial implications to the College and individual and whether, when the individual retires they would receive a pension based on pensionable salary at the date of retirement or on the preserved salary, if higher.

- 16.10. Individuals wishing to apply for this option must first identify a new role for themselves either through discussion with their manager or by applying for roles advertised within the College.
- 16.11. Staff beyond the age of 60 years may be able to continue to contribute to the pension scheme up to the age of 70 years in certain circumstances. Further details can be obtained from the relevant Pension scheme provider or the College Payroll & Pensions Manager.

## 17. Buying Annual Leave

- 17.1. **All staff** may apply for additional annual leave up to a maximum of 2 working weeks e.g. 10 days/ 74 hours or pro rata equivalent. All such applications should be made using the application form that can be found on the HR pages of SharePoint, and must be sent to their line manager stating the reason(s) for the request.
- 17.2. **Managers** may approve requests up to 5 days/ 37 hours or pro rata equivalent. Applications requesting in excess of this amount will then be sent, to the Director of People for final approval.
- 17.3. Staff will have the appropriate amount of money deducted from their salary over 1 or 2 months depending upon the amount of leave requested. This time scale will be confirmed at the time of approval. Quotes for the cost of buying additional leave are available via Payroll.

## 18. Duties and Responsibilities

- 18.1. **Managers** must adhere to this policy when considering flexible working applications and must seek advice from the HR Department if they have any queries or to seek clarity and consistency of application of this policy.
- 18.2. **Human Resources & Payroll staff** must support managers and staff in the implementation of this policy, by providing advice and guidance to support flexible working across all staff at the College.

## 19. GDPR

- 19.1. All records associated with this policy will be retained and disposed of in accordance with the HR Retention policy.

## **20. Policy monitoring, Review and Evaluation**

- 20.1. A review of this policy will be undertaken by the review date by the policy writer and the Senior Manager responsible. The policy will then be presented to the Executive Group and, where required, the Governing Body for approval.

## **21. Equality Impact Assessment**

- 21.1. This policy has been Equality Impact Assessed and generates no concerns about differential impact. The Equality Impact Assessment is filed on the HR SharePoint site.

## **22. Policy Distribution**

- 22.1. A current version of this document is available via SharePoint. It does not contain confidential information and can be released to external parties SharePoint site.


The Flexible Working Policy, version 1.0 2023 has been consulted and negotiated with UCU representatives and its members on the understanding that the content will be subject to review no later than March 2026.

**For and on behalf of UCU:**

Signed: 

Name: Sukh Gill

Date: 23/03/2023

Signed: 

Name: Jey Odumade

Date: 23/03/2023

**For and on behalf of MidKent College:**

Signed: 

Name: Wade Herring

Date: 23/03/2023