



FLEXIBLE WORKING POLICY AND PROCEDURE

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For use by:	All employees of Burgess Farms and its subsidiary Companies		
Purpose:	This policy aims to set out the statutory guidelines in relation to the request for flexible working within the Company.		
This document supports: <i>Standards and legislation</i>	Employment Act 2002 Employment Relations Act 2004 Employment Rights Act 1996 Flexible Working Regulations 2014		
Key related documents:	BFHRPO019 Family Friendly Policy Summary BFHRFO025 Flexible Working Request Form		
Review date:	Changes to legislation / Changes to Company policy		



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Definitions

“Company” means Burgess Farms.

“Subsidiary Companies” means all Companies owned by Burgess Farms.

1. Policy Statement

The Company recognises that flexible working can provide benefits to both employees and the business. The Company aims to support staff where possible to manage the balance between work and home life. Requests may be for any reason and are not restricted to employees with families or care commitments. The purpose of this policy is to explain the statutory right to request flexible working and to set out the Company’s process in respect of any flexible working application.

Any requests will be handled objectively and fairly, and employees will not be less favourably treated because they asked for flexible working arrangements.

2. Scope

This policy and procedure apply to all employees employed by Burgess Farm and its subsidiary companies subject to satisfaction of the eligibility criteria as set out below.

3. Flexible Working

3.1 Eligibility

All employees have the right to request flexible working and to have their request discussed, considered seriously and documented by Burgess Farms. A maximum of two applications can be made in any 12 month rolling period.

3.2 Requests for flexible working

The term flexible working describes any working arrangement where the number of hours worked or the time or place that work is undertaken vary from standard practice. This includes but is not limited to the following:

- A change to the number of hours of work
- A change to the times of work
- To work from home either permanently or for an agreed number of days per week or month
- A change to the number of days worked.
- A job share arrangement.
- A change to the working pattern, such as shift working, flexitime, compressed hours.

Requests can be made for permanent or temporary adjustments. Where temporary adjustments are requested, a duration must be stipulated on the Request for Flexible Working form for consideration.

4. Flexible Hours Scheme

The Company offers a Flexible Hours Scheme, whereby employees fulfil their total number of weekly contractual hours, but are permitted flexibility to adjust their start and finish times or the length of their lunch break. Clause 6 of this policy outlines how you apply to the flexible hours scheme.

4.1 Requests for the Flexible Hours Scheme are in accordance with the Flexible Working Policy and Procedure set out in this document and in line with the following key principles:

- Unless otherwise agreed, the employee must attend work on all their normal working days.
- The employee is able to choose the times at which they start and finish work on each working day, but the employee must be present for work between the agreed core hours. For most employees this will be between 09:30 and 16:00, although this may be varied in advance where necessary, for example for part time workers. The Company reserves the right to change these core hours if there is a business need to do so. No individual should assume they can arrive late or leave early every day, or on the same pattern every week.
- The employee must work a minimum of their contracted hours per week, in accordance with their Statement of Terms and Conditions. This scheme is not intended as a way of banking hours to enable additional time off.
- The employee must take a daily break in accordance with their Statement of Terms and Conditions, this should usually be taken between the hours of 12:00 and 14:00. Employees remaining on site during their lunchbreak should clock out on Tensor Self Service to allow hours to be accurately logged.
- The employee is required to co-operate with other members of their team to ensure that sufficient numbers of staff and adequate cover is provided within normal working hours. A failure to comply with this requirement may result in a review or removal of the Flexible Hours agreement. In exceptional circumstances, the Company may require the employee to work specific hours on nominated days to ensure an adequate level of cover.

- There are some limitations on the degree of flexibility in some cases, some roles require the employee to be available during certain times and it is a pre-requisite of the scheme that the operational demands of the Company or certain deadlines must always be met.
- For the purpose of the flexible hours scheme, the employee shall be treated as having worked for their normal contracted hours on each day throughout which you are absent on account of holiday, sickness, or some other authorised reason.

4.1 Working Time Limits

An employee working extra hours on a particular day as part of the Flexible Hours Scheme must not work more than 12 hours a day and must take at least a 30-minute break over and above this. In addition, the total breaks in a working week must be in accordance with the employee's Statement of Terms and Conditions.

Where flexible hours working has been agreed, it is up to the employee to ensure that they do not work excessive hours and take regular breaks in line with contractual agreements and Health & Safety regulations.

4.2 Monitoring of hours

The Company reserves the right to review the employee's working patterns from time to time.

The employee's Line Manager will monitor the employee's Tensor record periodically to ensure that:

- The employee is not abusing the Flexible Hours Scheme arrangement and the number of contracted hours are being met.
- The Flexible Hours Scheme continues to fit around the business needs.

Following consultation with the employee, the Company reserves the right to terminate an employee's Flexible Hours Scheme working arrangement at any time by serving one month's written notice of termination on the employee. This could happen because the employee is unable to maintain standards in accordance with the stated criteria or for business, technical or organisational reasons, or the business needs have changed and the Flexible Hours arrangement is no longer suitable.

Where Flexible Hours Scheme working arrangements are terminated, the employee's Line Manager is responsible for making arrangements for the employee to resume their job duties within their original contracted hours.

5. Remote Working Scheme

It is the Company's view that the promotion of remote working arrangements increases staff motivation, reduces employee stress, improves employee performance and productivity, and encourages staff retention.

The Company also understands that allowing employees to have some flexibility to meet family needs, personal obligations, and life responsibilities, promotes a good work-life balance.

One way for the Company to do this is to offer remote working, whereby employees work their total number of contractual hours, but are permitted some time to work from their home environment or at another designated location. Clause 6 of this policy outlines how you apply to the flexible hours scheme.

- The Scheme applies to office-based employee who wish to be considered for remote working.
- The scheme is non-contractual and may be varied or revoked by the Company at any time with or without notice.
- The decision will be based on an objective assessment of the colleague's suitability for remote working.
- The Company aims to maintain a core number of employees – who are office-based at any one time. Therefore, an application may be declined if an insufficient number of employees would be in the office/workplace.
- The number of remote workers will be monitored and subject to regular review.

5.1 Line Manager Responsibilities

5.1.1 To monitor how effective the colleague works remotely.

5.1.2 To discuss the health and safety, data security and confidentiality standards with the colleague to ensure they understand the standards and agree to conform to them.

5.1.3 To agree regular contact arrangements with the colleague.

5.1.4 To arrange for the colleague to be provided with a work mobile phone, if required.

5.1.5 To agree a normal working pattern with the employee in line with The Working Time Regulations and in accordance with the employee's Statement of Terms and Conditions.

Remote working will not attract overtime or time off in lieu unless agreed in advance with the Line Manager.

- 5.1.6 To ensure the employee is aware that Remote Working will not impact on mileage/expenses claims as the main place of employment will remain the same.
- 5.1.7 To monitor the colleague's Tensor Record and on-line calendar from time to time to ensure that:
 - The Colleague is meeting their contractual working hours.
 - The Remote Working scheme continues to fit around the business needs.
 - Remote Working is logged onto their on-line calendars and visible to all.

5.2 Colleague Responsibilities

- 5.2.1 Remote working is not to be used as an alternative to sickness absence and employees must comply with the company absence policy if they are sick or unable to work.
- 5.2.2 To report any Health and Safety incident while working remotely to the Line Manager immediately in line with Company Health and Safety procedures.
- 5.2.3 To ensure they are available at the times agreed by their Line Manager.
- 5.2.4 To ensure that the Wi-Fi Calling facility is activated on all company mobile phones.
- 5.2.5 The colleague will make arrangements to deal with deliveries/post and on-site responsibilities while they are working remotely.
- 5.2.6 To ensure all equipment is secure at all times.

Equipment supplied by the Company to Remote Workers is covered under the Company's Insurance against theft, fire and damage provided a Self-Assessment has been completed of the work environment.

- 5.2.7 Employees may be required to attend the office on Remote Working days if business need dictates, such as meetings or to ensure on site provision as required.
- 5.2.8 To inform the Company if they move home. A new Remote Working Self-Assessment must be completed and approved.

5.2.9 Physical business meetings with clients or employee must not be held in employee' homes.

5.2.10 Employees working remotely must give the company the right to access their property during the agreed working pattern, the colleague would be present at all times during a visit.

The Company may request access for a number of work-related reasons e.g. assessing the suitability of a workstation and/or work area.

5.2.11 Remote workers must separate domestic and work activities as far as is reasonably possible.

The Employee may be required to demonstrate their caring responsibilities do not conflict with their job duties during their agreed working hours.

The employee must inform their Line Manager as soon as possible if there are any changes to care arrangements.

5.2.12 To ensure that they and members of their household are not put at risk by their work activities.

The Remote Working Self-Assessment will take account of the work area and equipment used to ensure the safety of the colleague working remotely and household members.

5.3 Company Equipment

5.3.1 The Line Manager will determine and authorise any additional work equipment needed.

The Colleague is responsible for ensuring any Company equipment is properly looked after and stored securely at all times.

Failure to do so may result in remote working arrangements being withdrawn and/or action taken in accordance with the Company Disciplinary Policy and Procedure.

Please refer to the IT Policy Working from Offsite Locations Policy and Procedure.

The Company reserves the right to request the colleague to return any Company Equipment at any time.

Any equipment loaned to an employee will be in accordance with the Company IT Policies and Procedure.

5.4 Data Protection

5.4.1 The Company's Data Protection Policy and internal privacy notices still apply to remote workers.

Data must be processed in accordance with the Company's Data Protection Policy.

Potential data breaches must be reported to the Company's Data Protection Champion who will investigate as appropriate.

5.5 Termination of Remote Working

Following consultation with the colleague the Company reserves the right to terminate a colleague's remote working arrangement at any time by consulting with the colleague one month's written notice of the termination on the colleague. This could happen because the colleague is unable to maintain standards in accordance with the stated criteria or for business, technical and organisational reasons, or the business needs have changed and the Remote Working arrangement is no longer suitable.

6. Requesting Flexible Working

All requests must be made in writing by filling in the Request for Flexible Working form, which is available from the HR department or your line manager. Any request made under this policy must include:

- the date of the application.
- the changes that the employee is seeking to his/her terms and conditions.
- the date on which the employee would like the terms and conditions to come into effect, and the duration if applicable.
- a statement that this is a statutory request.
- whether or not the employee has made a previous application for flexible working.
- if the employee has made a previous request when the employee made that application; and
- state if the request is made in relation to the Equality Act 2010, for example, as a reasonable adjustment for a disability.

6.1 Flexible Request Meeting

As soon as possible and normally within seven days of receipt, the employee's Line Manager and/or the HR representative will contact the employee to arrange a meeting, which will normally take place within 14 days of receiving the request. Employees are entitled to be accompanied by a work colleague or trade union representative and employees should arrange for attendance of their companion.

At this meeting, the employee and their Line Manager should discuss the request in more detail. Alternative proposals or compromises, which might accommodate the employee's request, should also be discussed.

If an employee does not attend the arranged meeting and any subsequently rearranged one without good reason, the Company may deem the application to be withdrawn. Before reaching a decision to close the application the Company will endeavour to find out and consider the reasons for non- attendance.

6.2 Consideration of the Request

The final decision will be at the discretion of the employee's Line Manager. The application will be carefully considered, taking into account the individual circumstances of the case and other relevant factors, including, but not limited to:

- any additional costs involved in granting the application.
- any effect on the Company's ability to meet customer demand.
- the re-organisation of work amongst existing employees which would be required.
- ability or inability to recruit other employees to compensate for any change.
- any impact on quality.
- any impact on performance.
- the amount of work available during the period the employee proposes to work.
- any planned structural changes within the Company; and
- any legal obligations (for example Health and Safety Requirements or restrictions imposed under the Working Time Regulations).

In considering the request, the Company will carefully look at the benefits of the requested changes in working conditions for the employee and the business and weigh these against any adverse business impact of implementing the changes.

The employee's Line Manager may consult with other members of management or other employees who would be directly affected by the request as deemed appropriate in order to ascertain the feasibility of agreeing to the application.

The Company will carefully consider the request but are under no statutory obligation to grant a request to work flexibly if it cannot be accommodated by the business on any of the following grounds:-

- unacceptable burden of any additional costs.
- an inability to reorganise work amongst existing staff.
- an inability to recruit additional staff.
- a detrimental impact on quality.
- a detrimental impact on the business' ability to meet customer demand.
- a detrimental impact on performance.
- insufficient work during the periods the employee proposes to work.
- where there are planned structural changes, for example, where the Company intends to reorganise or change the business and considers the flexible working changed may not fit with these plans.

In considering these business reasons the Company will be careful not to discriminate against employees because of their protected characteristics' such as where flexible working arrangements would be a reasonable adjustment for a disabled employee.

Each request will be dealt with individually, taking into account the likely effects that the proposed changes to working hours or place of work are likely to have on the business, the work of the department in which the employee making the request is employed and the employee's colleagues. Agreeing to one employee's request will not therefore set a precedent or create a right for another employee to be granted a similar change to his/her working pattern.

6.3 The Decision

As soon as possible and normally within 21 days of the meeting (but in any case, not more than two months after the original request was received), the Line Manager or HR representative will write to the employee to confirm the decision, to either: -

- accept the request and establish a start date and any other action, such as a review date for discussions regarding how the arrangements are working and whether any other adjustments are necessary.
- to confirm a compromise agreed at the discussion, such as a temporary agreement to work flexibly; or
- reject the request, setting out clear business reasons (one or more as set out in the paragraph above), how these apply to the Application and details of the appeal process.

In the event the Company receives more than one request to work flexibly from different employees, requests will be considered in the order they are received. The Company will not make value judgments about the most deserving request but will consider each case on its merits looking at the business case and likely impact of the request. In the event more than one request is received closely together, agreement cannot be reached and the Company are unable to distinguish between the requests, then random selection may be used to reach a decision. The Company may, at its discretion, consider calling upon volunteers from existing flexible working employees to change their contracts to other arrangements to create capacity for granting new requests to work flexibly.

6.4 Trial Period

In some cases, it may be beneficial to implement a trial period. This will usually be a three month period, during which the agreement to Flexible Working can be terminated earlier with one week's notice at manager's discretion.

6.5 Appeal

The employee is entitled to appeal against the decision if there is new information that was not available to the Company at the time of the original decision or if the employee considers the application was not handled reasonably in line with this policy.

The employee should contact their Line Manager or site HR representative, in writing, within seven days of receiving the written decision. This should confirm that the employee wishes to appeal against the decision and give details of the new information available or why they consider the application was not handled reasonably.

The Line Manager/HR representative will then contact the employee to arrange an appeal meeting. This will take place as soon as possible and normally within 14 days of receiving the employee's appeal. Again, employees are entitled to be accompanied by a work colleague or trade union representative. Employees should arrange for attendance of their companion. The appeal will usually be heard by the next level of authority above the Line Manager or from another area of the business 'the Chairperson' (the HR representative may also be present at the meeting).

As soon as possible and normally within 14 days of the appeal meeting, the Chairperson will write to the employee to confirm the decision. If it has been decided to agree to the application, the letter will provide details of the new work pattern and state the date on which the new work pattern will begin, duration if applicable and details of any trial period if applicable. If the application remains unsuccessful, the letter will provide reasons for refusing the application.

6.6 Effect of a Successful Request

If an application is successful and a new work pattern is agreed, this will be a permanent alteration to the employee's terms and conditions of employment, unless it is agreed that the change will be temporary or for a trial period. The employee will not be entitled to revert to their previous working pattern.

The employee will not be entitled to submit a fresh application until the initial application has received an outcome, and an employee cannot make more than two requests in a rolling 12-month period. Employees are, therefore, encouraged to carefully consider any application before submitting it.

The Company does, however, retain the discretion to consider any subsequent requests from the employee to review working patterns before the 12-month period has elapsed, but will only exercise this discretion in exceptional circumstances.

6.7 Unsuccessful Application

Where an application has been unsuccessful, the employee is entitled to make one other application within 12 months from the date of their initial application.

7. Confidentiality

Where any information is given by the employee or about the employee, their right to absolute confidentiality on all personal matters will be guaranteed by all parties.

Access to this information will be restricted to the business where appropriate and for business statistical purposes unless otherwise mandated by law.

8. Breach of policy

Knowingly providing false information and choosing to breach the Flexible Working Policy will be treated as a disciplinary matter, which could potentially amount to gross misconduct and lead to dismissal.