



HR POLICIES & PROCEDURES (HR/C18)

FLEXIBLE WORKING POLICY

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EQUALITY IMPACT ASSESSMENT

FLEXIBLE WORKING POLICY

1. INTRODUCTION

- 1.1 The South Central Ambulance Service NHS Trust (the Trust) is committed to being a top performing organisation and to improving the working lives of its staff. Integral to this is the Trust's understanding that many staff need to juggle their home and work life to achieve a healthy balance between the two. Having the ability to work in a flexible way helps many staff to achieve this balance and is an important factor in enabling the Trust to recruit, retain and motivate staff to ensure the provision of a high quality emergency service.
- 1.2 The Trust is committed to promoting a culture where requests for flexible working are received positively and agreed mutually so that service provision is unaffected, whilst ensuring that we assist people in maintaining a healthy balance between their work and their personal life.
- 1.3 There is no legal right to flexible working simply a right to make the request (along with a reasoned supporting case). However, all requests for flexible working will be seriously and sympathetically considered.
- 1.4 All arrangements will have an initial review date built in and/or may only apply for a limited period subject to circumstance.
- 1.5 Any flexible working arrangement can be terminated with four weeks' notice in writing if it is found that service is adversely affected or the needs of the Trust/ service change.
- 1.6 The following are examples of the work patterns that an employee may request and are explained in detail in section 5:
- Part-time
 - Annualised hours
 - Term-time-only working
 - Job Sharing
 - Compressed hours
 - Working from home

2. PURPOSE

- 2.1 To enable all staff to request working patterns which will help them to achieve a healthy balance between their home and work life.
- 2.2 To provide all necessary information required to make an application for flexible working
- 2.3 To provide guidance to managers.

3. SCOPE

- 3.1 This policy applies to all employees of the Trust.
- 3.2 It does not apply to volunteers or bank workers.

4. EQUALITY STATEMENT

- 4.1 The Trust is committed to promoting positive measures that eliminate all forms of unlawful or unfair discrimination on the grounds of age, marriage and civil partnership, disability, race, gender, religion/belief, sexual orientation, gender reassignment and pregnancy/maternity or any other basis not justified by law or relevant to the requirements of the post.
- 4.2 By committing to a policy encouraging equality of opportunity and diversity, the Trust values differences between members of the community and within its existing workforce, and actively seeks to benefit from their differing skills, knowledge, and experiences in order to provide an exemplary healthcare service. The Trust is committed to promoting equality and diversity best practice both within the workforce and in any other area where it has influence.
- 4.3 The Trust will therefore take every possible step to ensure that this procedure is applied fairly to all employees regardless of race, ethnic or national origin, colour or nationality; gender (including marital status); age; disability; sexual orientation; religion or belief; length of service, whether full or part-time or employed under a permanent or a fixed-term contract or any other irrelevant factor.
- 4.4 Where there are barriers to understanding; eg, an employee has difficulty in reading or writing, or where English is not their first language, additional support will be put in place wherever necessary to ensure that the process to be followed is understood and that the employee is not disadvantaged at any stage in the procedure. Further information on the support available can be sought from the HR Department.

5. WORKING PATTERNS AVAILABLE

5.1 Part-time Working

- 5.1.1 This simply means working fewer hours than those of a comparable full-time worker and the ways of doing so are as follows:
- Working a reduced number of hours each day;
 - working a reduced number of days/shifts each week or each month;
 - a combination of the two.
- 5.1.2 NB, there is no automatic right for an existing part-time worker applying for a full-time post to undertake the new post on a part-time basis.
- 5.1.3 Key issues to consider. Before an agreement with an employee can be finalised, the following points must be considered and agreed:
- Which tasks and responsibilities would the applicant undertake, and could these reasonably be contained within the part-time hours being proposed?
 - Could the remaining tasks and responsibilities be reassigned?
 - Does the applicant have line management responsibilities, on-call duties or a requirement to maintain contacts external to the organisation? If so, how would these responsibilities be discharged?
 - How would the reduced hours fit with peaks and troughs of work and the availability of cover if necessary?
 - Would other arrangements, such as job-sharing, be more appropriate?
 - How would the hours be worked? (each day and week)

- What if additional hours were required? Would payment be made or time off in lieu given?
- Would the agreement require flexibility in terms of hours or days worked?
- Would any special overlaps be required between the applicant and others?

5.2 Annualised Hours

5.2.1 Here, the total hours of work are agreed across the whole year (although they may be spread unevenly) with fewer hours worked at certain times; for instance, during school holidays.

5.2.2 Key issues to consider. Before an agreement with an employee can be finalised, the following points must be considered and agreed:

- Is there a pattern of peaks and troughs which could be accommodated by annual hours working without an adverse effect on service need?
- Could the service accommodate or adapt to lengthy periods of absence; eg, in school holidays? What maximum period of absence could the service or department tolerate?
- How would the working pattern be arranged? eg, hours per week/month/day
- How would pay be administered? Options might include:
 - employing the employee through the bank;
 - if paid over twelve equal monthly instalments, instituting a recovery clause for any overpayment should the employee leave before completing the contracted hours for the period
- Would there be a need to recruit another person to cover the job during the remainder of the year? If so, could cover be provided by temporary or trainee staff?
- Would there be any additional costs incurred by covering absent periods with premium paid staff?

5.3 Term-time-only Working

5.3.1 Employees remain on a permanent contract, either full or part-time, but have leave of absence during the school holidays. School holidays total about 13 weeks in a year and are much longer than the normal annual leave allowances.

5.3.2 Having taken the full annual leave entitlements during school holidays, there remains a potential for extra weeks' unpaid leave to cover all the remaining school holidays.

5.3.3 Term-time working is particularly difficult to reconcile with the requirements of the organisation and these arrangements will only be considered for staff who are the main carers for school age children.

5.3.4 A role is most likely to be able to be thus performed if:

- The school holiday coincides with a natural dip in activity;
- some of the work can be rescheduled to term-time;
- other staff are readily available and sufficiently skilled to fill the gap.

5.3.5 Key issues to consider. Before an agreement with an employee can be finalised, consider the following points, which must be agreed:

- Term-time-only contracts are really only suitable for when there is a nil demand for the services provided during school holidays.
- Could the service accommodate or adapt to lengthy periods of absence during school holidays? What maximum period of absence could the service or department tolerate?
- Could service needs be covered without unreasonable additional cost?
- What would be the impact on the rest of the team?
- Decide whether payment would cease during the unpaid period, or whether the salary would be reduced pro rata and paid in equal monthly instalments throughout the year.
- At the beginning of each school year, the term and holiday dates for the whole of the school year must be confirmed.

5.4 Job Sharing

- 5.4.1 This is where two (or more) people undertake one role on a shared basis. There are two main kinds of job share:
- Shared responsibility – where two employees share all the responsibilities and tasks of a full-time job. The partners are interchangeable, with either partner able to pick up where the other left off. This is best suited to ongoing work. It is not suitable for project work.
 - Divided responsibility – where two employees divide the tasks and responsibilities of one full-time position. This arrangement is useful where jobs require separate and distinct inputs or sets of skills.
- 5.4.2 Job sharing benefits staff who want to work part-time in a post that would normally be considered a single full-time appointment. There is no limit to the level of post to which job sharing can apply.
- 5.4.3 Key issues to consider. Before an agreement with an employee can be finalised, consider and agree the following points:
- Would the job need to be covered every day and/or at particular times?
 - Are there peaks and troughs in the work, which need to be covered fairly?
 - If the role requires a broad range of skills, would two (or more) people provide those skills between them?
 - Accountabilities for each “job-sharer” would need to be clearly defined;
 - Would a regular overlap or handover be essential? Could the financial implications of this be covered?
 - What communication procedures would be required for efficient daily/weekly handover between partners?
 - If there is a requirement to attend certain meetings, events or courses, how would continuity be achieved?
 - Would there be an accommodation problem if the partners overlapped during the week?
 - Could there be an undertaking for one partner to cover during holiday times, sickness absence or any other absence?
 - What you would do should one job share partner leave. The employment of the remaining jobshare partner may have to be terminated if all of the following are

tried and are unsuccessful:

- i) The way the hours are organised must allow for one of the sharers leaving and the vacancy thus created still being able to attract new candidates. Various patterns of splitting the week are possible:
- ii) split days, split weeks, or alternating two- and three-day weeks (an unequal split of hours could be considered);
- iii) consider offering the remaining partner the hours (whereupon, the post would revert to full-time) or,
- iv) give the remaining partner the option of transferring to any suitable vacant part-time post, should such a post be available (the hours of work being applicable to the vacant post);
- v) give the remaining job sharer the option of continuing the job share with a new partner and a new contract. In this case, the vacancy would be advertised and a period of 6 months allowed to recruit a suitable replacement.
- vi) If one partner leaves and no replacement partner can be found:
 - The Trust will consider, in consultation with the remaining job sharer, a range of further employment alternatives including a further opportunity for the remaining jobsharer to revert to full time.

5.5 Compressed Hours

5.5.1 This arrangement allows people to work their total number of agreed hours over a shorter number of working days. For example, you may work full-time hours but over a period of four days a week instead of the usual five – or nine days in a fortnight.

5.5.2 Key issues to consider. Before an agreement with an employee can be finalised, the following points must be considered and agreed:

- The effect of working more hours if there are caring responsibilities;
- The effect of working longer hours on physical and mental health;
- Minimum break times must be taken during the working day according to Trust policy.
- Does the applicant have line management responsibilities or a requirement to maintain contacts external to the organisation? If so, how would these responsibilities be discharged?
- What Health & Safety or security issues would need to be considered when working outside of the “normal hours”?

5.6 Working from Home

5.6.1 This is where a, normally office-based, employee can still meet their contractual obligations by working from home for a short period of time or from time to time.

5.6.2 In either case, the work to be undertaken must be self-regulated and discrete to the extent that it can be undertaken outside the office.

5.6.3 Key issues to consider. Before an agreement with the employee can be finalised, the following points must be considered and agreed upon:

- Employees would be subject to the same performance measures, processes and objectives that apply to office-based employees.

- The additional costs that would be incurred by:
 - An initial workstation / working area assessment at home (including health & safety issues)
 - insurance liability
 - costs of equipment used for work and work-related telephone bills
- Can a specific job be undertaken at home and is there clarity around what will be accomplished?
- Does the job involve constant personal interaction with colleagues/patients? (not suitable for home working)
- Could tasks be completed on a regular basis either at home or in the office?
- Would the applicant need to attend the Trust's offices for essential interaction with colleagues and training or development courses?
- Additional costs must not be incurred by the Trust as a consequence of either Occasional/Temporary or Contracted Home Working arrangements.
- Employees are responsible for ensuring confidentiality whilst working from home. Trust property, including correspondence files, should be kept secure at all times.
- All details to be agreed, in writing, in advance of the arrangement being implemented.

6. APPLYING FOR FLEXIBLE WORKING

- 6.1 Before making an application, demonstrate your awareness of business need by considering the practical implications of requests for flexible working and how the department and Trust would cope with these. It may be harder to work flexibly in some posts than in others, particularly where other members of the team have already established shift patterns or where service needs may be adversely affected.
- 6.2 You should put your application for flexible working in writing to your line manager using the Application for Flexible Working form at Appendix 2.
- 6.3 Your application should include the following information:
- date of making the request;
 - the nature of the flexible working changes requested;
 - the reason for the request;
 - the date on which you propose to start working flexibly;
 - what effect, if any, you think the change may have on the Department/Trust;
 - suggestions for how any such effect might be dealt with;
 - whether you have applied previously to the manager and if so, when.
- 6.4 Your manager will arrange a meeting with you within 28 days of receiving your request. The meeting will provide you with the opportunity to explore the desired work pattern in depth, and to discuss how best it might be accommodated. It may only be possible to meet your request in part: think how flexible you can be as there may be alternative ways to meet your needs.
- 6.5 You are entitled to be accompanied by a Trade Union or staff representative or work

colleague at any meetings to discuss your request. You should make your own arrangements and let your manager know who will accompany you.

6.6 Managers will consider the request in relation to the needs of the service and the department as a whole in accordance with the guidance at Appendix 2.

6.7 Your line manager will write to you within 14 days of your meeting confirming their decision. The letter will either:

- agree the new working pattern and start date;
- confirm the compromise suggested and a date by which you should respond and arrange to meet again if required;
- explain why the request cannot be accommodated and clear business reasons for this. This letter will also set out the procedure for appeal.

6.8 Managers will balance your application with the needs of the service or department and may not always be able to accommodate requests for flexible working, although they will do all that is practicable to do so.

7. APPEALS

7.1 You may appeal against the decision if:

- you believe that the refusal or outcome of your request does not reflect the spirit of the Flexible Working Policy or
- you do not get a formal written response from your manager within the agreed timescale.

7.2 Appeals should be lodged, in writing, to the named HR representative within 10 calendar days of receipt of the letter explaining the outcome of your application. You should clearly outline the grounds for appeal and include any additional supporting information you wish to be considered.

7.3 Appeals will go to the next level of management for consideration, and a meeting at this level should be arranged within 14 days of receipt of your appeal. The Manager will be supported at this meeting by an HR representative, and you are entitled to be accompanied by a Trade Union, or staff, representative or work colleague.

7.4 Where appeals are dismissed, a letter should be sent to you within 7 days of the meeting, outlining the grounds for the decision. There is no further right of appeal under this Policy.

8. WITHDRAWAL OF APPLICATION

8.1 You may withdraw your application for flexible working at any time, either verbally or in writing.

8.2 Also, the Trust reserves the right to treat an application as withdrawn in the following circumstances; where you:

- fail to attend a meeting to discuss your request on more than one occasion;
- unreasonably refuse to provide your manager with the information required to assess whether the request can be agreed.

8.3 In all cases, the manager will confirm the withdrawal in writing.

9. TERMS AND CONDITIONS

- 9.1 Please note that flexible working agreements apply to the individual in a particular job role but not to the job role or the individual alone.
- 9.2 Unless a trial period has been arranged or an end date applied, contracts will be varied permanently to the new working arrangements.
- 9.2.1 Any wish to revert to the original working pattern would, therefore, involve a further application and variation to contract.
- 9.3 When agreeing to a flexible working request, managers must ensure the employee fully understands any impact this may have on their terms and conditions of service.
- 9.3.1 Where working pattern hours are reduced below full-time, salaries, allowances and pay-related benefits will be reduced accordingly. These include:
- pay increases
 - annual leave (including bank holidays)
 - sick pay
 - maternity pay
 - unsocial hours premium
- 9.3.2 Certain benefits are not necessarily subject to direct proportionate adjustment because they are calculated over a timescale which may include a period of normal working. These include:
- pension (calculated on best of last three years)
 - life assurance benefits and
 - redundancy pay.
- 9.4 Should a contracts be permanently varied to accommodate a flexible working request, there will be no automatic right to resume previous working patterns.

10. RELATED POLICIES

- 10.1 This policy should be read in conjunction with the following Trust policies:
- Employment Break Scheme Policy
 - Paid and Unpaid Leave Policy
 - Annual Leave Policy

11. MONITORING AND REVIEW

- 11.1 The HR department will monitor all applications and outcomes for the purpose of equal opportunities monitoring and for revision of the policy.
- 11.2 This policy will be reviewed on a biennial basis or in accordance with formal arrangements.

APPLICATION FOR FLEXIBLE WORKING

1. Personal Details *(please print)*

Full Name: Employee number:

Job Title/Department: Location:

Line Manager:

2. Eligibility *(tick box as applicable)*

I have worked continuously as an employee of the Trust for the last 26 weeks.

I have not made a request to work flexibly under this right during the past 12 months

Give the date of *any* previous request to work flexibly under this right:**3a. Describe your current working pattern** *(days/hours/times worked):***3b. Explain why you want to work flexibly and describe the working pattern you would like to work in future** *(days/hours/times to be worked):***3c. I would like this working pattern to commence from:** **Date:****4. Impact of the new working pattern.**

I think this change in my working pattern will affect the Trust, Department, and colleagues as follows:

5. Accommodating the new working pattern.

I think the effect on the Trust, Department and colleagues can be dealt with as follows

6. Employee's Signature:

Date:

Notes: Once you have completed the form, you should immediately forward it to your line manager (keep a copy for your own records). A meeting to discuss your request with you will be arranged within 28 days of the receipt of your application.

If the request is granted, this will be a permanent change to your terms and conditions unless otherwise agreed.

DEALING WITH FLEXIBLE WORKING REQUESTS: MANAGEMENT GUIDANCE

1. ELIGIBILITY TO APPLY

- 1.1 If the employee has applied for flexible working in the 12 months previous to the date on which the application was made, no further application can be made.

2. THE APPLICATION

- 2.1 Please notify HR about any requests received under the Flexible Working Policy scheme and the outcome reached, so that this information can be monitored.
- 2.2 Judge each request on its merit and the prevailing circumstances. Bear in mind the need to be responsive to individual requirements, whilst taking into account the overall needs of the team and the service.
- 2.3 On receipt of an application, follow this process:
- 2.3.1 If you can agree to a request simply on the basis of the application itself, you should write to the employee as soon as possible (but certainly within 28 days of the application) specifying the contract variation, effect on terms and conditions and the start date and review date (and end date if applicable).
- 2.3.2 Aim to meet informally with the applicant in order to give them this letter.

3. FORMAL MEETING

- 3.1.1 If you can't confirm the outcome of the request on the basis of the application itself, a formal meeting must be undertaken within 28 days of receipt of the written request.
- 3.1.2 Explore the following before the meeting takes place:
- Consult with relevant colleagues (other team members who may be affected, your own manager and your HR Advisor) on the implications of the proposed request.
 - Consider how best to accommodate the request without impairing service standards/delivery. In particular:
 - i) How will other colleagues be affected?
 - ii) Would a trial period be appropriate?
 - iii) What records will need to be maintained to accommodate the new arrangement?
 - iv) What processes need to be followed to administer adjustments to pay and benefits through Payroll?
- 3.2 If the original request cannot be accommodated, consider what other working patterns might be appropriate: you may be able to reach a compromise.
- 3.3 Take the opportunity to explore together in depth the desired working pattern, and to discuss how best it might be accommodated.
- 3.4 When agreeing to a flexible working request, explain clearly, and ensure the employee understands fully, the impact it will have on their terms and conditions.

4. GROUNDS FOR REFUSAL

- 4.1 You may refuse an employee's request to work differently where, after careful consideration, you believe that one or more of the following grounds apply:
- The burden of additional costs is unjustifiably high;
 - There would be a detrimental effect on ability to meet customer demands;
 - It wouldn't be positive to reorganise work among existing staff;
 - It wouldn't be possible to recruit additional staff;
 - There would be a detrimental impact on quality;
 - There would be a detrimental impact on performance;
 - There wouldn't be sufficient work during the periods the employee proposes to work;
 - There are planned structural changes which would negatively affect the application.

5. LETTER OF OUTCOME

- 5.1 You should have given the applicant an indication during the meeting of the likelihood of their application succeeding. In any case, you should write to confirm the situation no more than 14 days after the date of the meeting. In it you should explain either the new work pattern with a start date and review date (and, if applicable, an end date) or provide clear business grounds and reasons why the application has not succeeded.
- 5.2 If you are able to agree to the request, or agree to allow the employee to change their working pattern on a trial basis, then the letter of outcome must specify the details of what has been agreed and the date from which it is to take effect.
- 5.3 If you are not able to agree to the request, the letter of outcome must:
- Set out the grounds for refusal
 - Contain an explanation to why the grounds apply
 - Explain the appeal procedure.

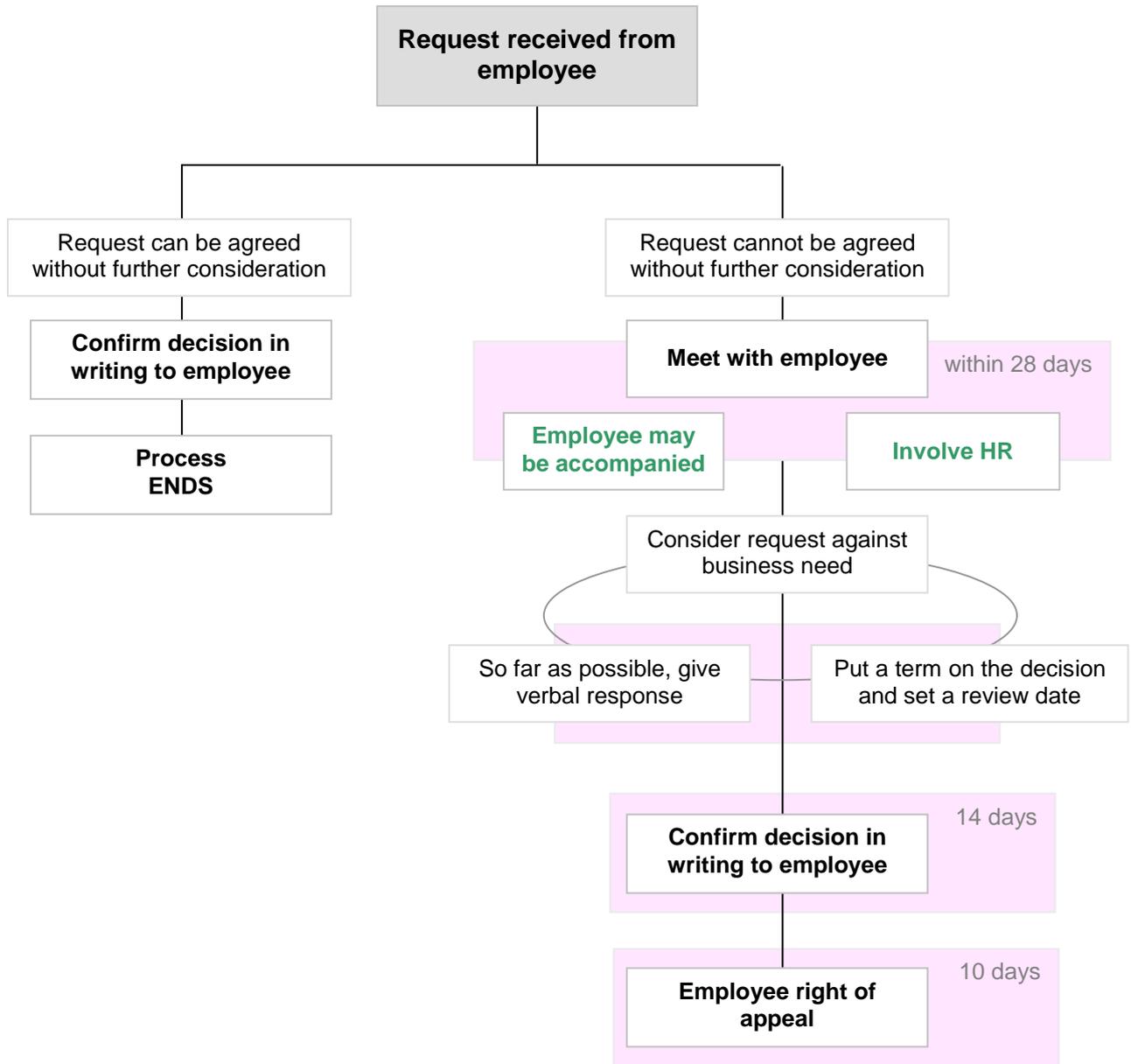
6. NEXT STEPS

- 6.1 If you are able to agree to the proposed changes, ensure that changes are properly documented with a copy of any agreement placed on the individual's personal file.
- 6.2 Complete the necessary ESR form, attach any relevant agreements and liaise with HR to ensure the request is properly processed.

7. THE EFFECT OF THE CHANGE

- 7.1 Where a manager agrees to the employee's request to change their working pattern, this will be viewed as a variation to the employee's main statement of particulars of employment (their contract of employment) and will become permanent unless a trial period has been agreed. If a trial period is agreed, an review date and end date must be specified and the variation will be temporary.

Flexible Working Requests: decision process



Equality Impact Assessment Form Section One – Screening

Name of Function, Policy or Strategy:

Officer completing assessment:

Telephone:

1. What is the main purpose of the strategy, function or policy?
2. List the main activities of the function or policy? (for strategies list the main policy areas)
3. Who will be the main beneficiaries of the strategy/function/policy?
1. Use the table overleaf to indicate the following:- a. Where do you think that the strategy/function/policy could have an adverse impact on any equality group, i.e. it could disadvantage them? b. Where do you think that there could be a positive impact on any of the groups or contribute to promoting equality, equal opportunities or improving relations within equality target groups?

		Positive Impact	Negative Impact	Reasons
GENDER	Women	N/A	N/A	
	Men	N/A	N/A	
RACE	Asian or Asian British People	N/A	N/A	
	Black or Black British People	N/A	N/A	
	Chinese people and other people	N/A	N/A	
	People of Mixed Race	N/A	N/A	
	White/white other	N/A	N/A	
DISABILITY	Disabled People	N/A	N/A	
SEXUAL ORIENTATION	Lesbians, gay men and bisexuals	N/A	N/A	
AGE	Older People (60+)	N/A	N/A	
	Younger People (17 to 25) and children	N/A	N/A	
RELIGION/BELIEF	Faith Groups	N/A	N/A	
	Equal Opportunities and/or improved relations	N/A	N/A	Yes – ensuring that a fair and consistent process is followed for all Trust staff.

Notes:

Faith groups cover a wide range of groupings, the most common of which are Muslims, Buddhists, Jews, Christians, Sikhs and Hindus. Consider faith categories individually and collectively when considering positive and negative impacts.

The categories used in the race section refer to those used in the 2001 Census. Consideration should be given to the specific communities within the broad categories such as Bangladeshi people and to the needs of other communities that do not appear as separate categories in the Census,

for example, Polish.

5. If you have indicated that there is a negative impact, is that impact:		
	Yes	No
Legal (it is not discriminatory under anti-discriminatory law)	<input type="checkbox"/>	<input type="checkbox"/>
Intended	<input type="checkbox"/>	<input type="checkbox"/>
Level of Impact	High	Low
	<input type="checkbox"/>	<input type="checkbox"/>
If the negative impact is possibly discriminatory and not intended and/or of high impact then please complete a thorough assessment after completing the rest of this form.		
6(a). Could you minimise or remove any negative impact that is of low significance? Explain how below:		
6(b). Could you improve the strategy, function or policy positive impact? Explain how below:		
7. If there is no evidence that the strategy, function or policy promotes equality, equal opportunities or improves relations – could it be adopted so it does? How?		

Please sign and date this form, keep one copy and send one copy to the Trust's Equality Lead.
Signed:
Name:
Date:

Equality Impact Assessment Form Section Two – Full Assessment

Name of Function, Policy or Strategy:

Officer completing assessment:

Telephone:

Part A

1. Looking back at section one of the EqIA, in what areas are there concerns that the strategy, policy or project could have a negative impact?

- Gender
- Race
- Disability
- Sexual Orientation
- Age
- Religion/Belief

2. Summarise the likely negative impacts:-

.....

.....

.....

3. Using the table below, give a summary of what previous or planned consultation on this topic, policy, function or strategy has or will take place with groups or individuals from the equality target groups and what has this consultation noted about the likely negative impact?

Equality Target Groups	Summary of consultation planned or taken place
Gender	
Race	

Equality Target Groups	Summary of consultation planned or taken place
Disability	
Sexual Orientation	
Age	
Religion/ Belief	

4. What consultation has taken place or is planned with Trust staff including staff that have or will have direct experience of implementing the strategy, policy or function?

.....

.....

5. Check that any research, reports, studies concerning the equality target groups and the likely impact have been used to plan the project and guide or indicate what research you intend to carry out:-

Equality Target Groups	Title/type of/details of research/report
Gender	
Race	
Disability	
Sexual Orientation	
Age	
Religion / Belief	

6. If there are gaps in your previous or planned consultation and research, are there any experts/relevant groups that can be contacted to get further views or evidence on the issues?

Yes (Please list them and explain how you will obtain their views)

.....
.....

No

Part B

Complete this section when consultation and research has been carried out

7a. As a result of this assessment and available evidence collected, including consultation, state whether there will be a need to be any changes made/planned to the policy, strategy or function.

7b. As a result of this assessment and available evidence, is it important that the Trust commissions specific research on this issue or carries out monitoring/data collection?

(You may want to add this information directly on to the action plan at the end of this assessment form)

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

8. Will the changes planned ensure that negative impact is:

Legal?
(not discriminatory, under anti-discriminatory legislation)

Intended?

Low impact?

9a. Have you set up a monitoring/evaluation/review process to check the successful implementation of the strategy, function or policy?

Yes No

9b. How will this monitoring/evaluation further assess the impact on the equality target groups/ensure that the strategy/policy/function is non-discriminatory?

Details:

.....
.....

