

Employment break policy

1 Introduction

- 1.1 The following outlines the entitlement for employees to request a long term break in their employment.

2 Aim

- 2.1 The Trust recognises that employees may wish to take a long term break away from the workplace. This scheme is aimed at retaining valued and dedicated staff by enabling them to pursue other activities at certain points in their career.
- 2.2 The Policy allows for an employment break of between three months and five years.
- 2.3 Reasons for leave may include enabling employees to;
- manage their caring responsibilities eg childcare, eldercare,
 - undertake training or study,
 - undertake long term travel,
 - undertake charity work at home or abroad.
- 2.4 The above reasons are not intended to be exhaustive.
- 2.5 Staff on employment breaks will not normally be allowed to take up paid employment except for example when work overseas or charitable work would broaden experience and directly or indirectly contribute to the employee's work for the Trust or have wider benefits to the community. In such circumstances written authority from the Trust would be necessary.

3 Context

- 3.1 The policy takes into account the provisions of the General Whitley Council Agreement on Equality and supports the Trust's commitment to Improving Working Lives.

4 What does the scheme provide?

- 4.1 An employees who is admitted to the scheme will have an opportunity to:
- be kept up to date with their former job and colleagues

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- maintain regular contact with their former line manager in preparation for their return to work
- acquire new skills and knowledge and undertake periods of training during their employment break
- for an employment break of less than a year the employee will return to the same job as far as reasonably practicable. Employees cannot be guaranteed a return to the exact same location.
- For an employment break of more than a year the employee will be able to return to as similar job as possible. Employees cannot be guaranteed a return to the exact same location.

5 What are the conditions to be considered for the scheme?

- 5.1 To be considered for admission to the scheme employees must:
- have at least one year's service with the Trust.
 - If required by the Trust to be prepared to participate in reviews of the agreed employment break arrangements and to undertake up to ten days refresher training or work experience per year to update their skills.
 - agree to maintain contact with their line manager.

6 Difficulties in maintaining contact/Deferral of refresher training

- 6.1 It is recognised that depending on the nature and length of the employment break then it may be difficult or unnecessary to maintain regular contact with the employee e.g. if the employee is undertaking long distance travel. Where there is agreement of all parties a minimal level of contact may be agreed. It is important however that the employee provides a UK address for any mail prior to her/his return to work.
- 6.2 For similar reasons as above, and at the agreement of all parties, refresher training may be deferred to immediately prior to the return to work (See Section 11).

7 Approval

- 7.1 The responsibility for approving the employment break will rest with the employee's line manager.

7.2 Approval criteria

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7.3 The decision to approve will be determined by the needs of the service i.e. will the employee's absence potentially affect the quality or level of service provided and whether the employee's work can be covered. The decision to approve will also be by reference to the individual's work performance, disciplinary and attendance record. The number or duration of previous employment breaks may also be considered.

8 Procedure

8.1 Making an application

8.2 Applications for the scheme should be submitted, in writing, at least 3 months before the proposed start of the employment break.

8.3 The manager should arrange a meeting with the employee to talk through the proposal for an employment break. The manager may wish to invite an HR officer to this meeting to act in an advisory capacity.

8.4 Parents/guardians or those expecting children and who may be considering an employment break may wish to discuss the matter with HR - other options such as parental and paternity leave could help to meet their needs.

8.6 If the request is accepted then the manager will inform the employee that it is agreed in principle and that he/she will be liaising with HR to draw up the agreement for the employment break.

8.7 Deferment

8.8 It may be that the employment break request can be agreed in principle but because of current service needs the manager may wish to defer the employee's employment break to a more suitable time. If this is the case then alternative options should be discussed with the employee.

8.9 Duration of employment break

8.10 The length of an agreed employment break should balance the needs of the individual with the needs of the service.

8.11 A short period of return to work during an employment break may be agreed at the discretion of the manager.

8.12 Rejected requests

A request may be rejected because the service needs mean that the employee cannot be released for the period of the employment break; the employee has a live disciplinary warning or is subject to review under the

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Trust's performance or attendance management policies; or the employee has previously had significant periods away from work through the employment break scheme and a further break would for example affect service delivery or the flexibility of the working hours afforded to others.

- 8.13 If the application is rejected then the specific reasons will be fully discussed with the employee.
- 8.14 A letter should be sent to the employee confirming the decision to reject the request and should detail the rights of appeal. Any appeal should be lodged within 14 days.
- 8.15 Appeals
- 8.16 Any appeal should be heard by a senior manager. This will usually be the next in line manager. This appeal will be final and no further appeals will be allowed under the grievance procedure or other London Ambulance Service HR policies. The employee may be accompanied by a companion/TU representative.
- 8.17 The appeal should be attended by an HR Officer.

9 The agreement

9.1 The agreement will include the following:

9.2 The employee will:

- Agree a beginning and end date of the break with the Trust.
- Use the employment break for the agreed reasons and not take up paid employment, other than charitable work, in the UK.
- Attend reviews of the employment break and up to 10 days refresher training per year (except when alternative provisions exist – see paragraph 6.1).
- Provide and update the Trust with contact details in order that communication may be made with them as necessary.
- Agree to provide at least 3 months notice of return if the planned return is prior to the agreed end of the break.
- Employees may request to extend their leave (up to a maximum of five years) but this will require the agreement of the manager. Employees should provide at least 3 months notice of an extension. A maximum of two extensions during an employment break will be permitted.

9.3 The Trust will;

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- Agree a means of keeping in touch with employees and information that they will communicate to them during their break.
- Outline the requirements to employees for review or revision of the employment break
- Outline the requirements for any refresher training.
- Provide a post to return to and ensure that a programme of events to facilitate a controlled re-entry to work will be facilitated. Employees should be made aware that service changes may mean that their work location, working hours including shift pattern and nature of their job may have changed during the career break.
- Inform employees that if their post becomes redundant, then every effort will be made to find an alternative position. If this is not possible then a redundancy payment will be made.
- Keep the employee informed of other significant changes to her/his employment and/or employment break agreement, for example if another PTS provider takes over a contract to ensure that the employee is able to make an informed choice between taking TUPE terms or resigning.
- Detail the position regarding terms and conditions of service as they affect the employee.

9.4 This agreement will be put in writing by the HR officer. A copy of the letter should be signed and returned by the employee (see appendix 1).

9.5 In the event that employees on the scheme fail to maintain their part in the agreement then they will receive a warning. If the warning is ignored or a satisfactory explanation is not received, then the Trust reserves the right to sever the employment break agreement. HR advice should be sought in such circumstances before any action is taken.

9.6 If the agreement is severed then the employee will be expected to return to work immediately

9.7 Failure to return to work, depending on the circumstances, would result in management action that may lead to the employee's dismissal.

9.8 Review Meetings

9.9 Review meetings may be used to determine if the agreement is operating to the satisfaction of both parties. Any agreed changes to the agreement will be formally confirmed in writing.

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10 Financial and other implications of the employment break scheme

10.1 Salary

10.2 Employees will return to their jobs on the equivalent salary to that which they were receiving when they went on the break including any cost of living increases.

10.3 Service towards increments will not accrue during the period of the employment break.

10.4 Annual leave, sick leave etc

10.5 Increases to entitlements based on length of service such as annual leave and sick leave will not accrue during the employment break. Paid periods such as any refresher training will be aggregated and will be counted towards the employee's length of service for these entitlements.

10.6 Whilst the employee is on the employment break they will not be entitled to claim any contractual annual leave, contractual sick pay/leave, contractual maternity or paternity pay/leave or similar provisions.

10.7 Pensions

10.8 The following outlines the broad implications for pensions of employees who wish to take an employment break. Employees are advised to contact the Trust's pensions advisor or the NHS Pensions Agency for further information about their specific situation.

10.9 Members of the Pension scheme who take an employment break for 12 months or more are classified as deferred members of the scheme.

10.10 The break is not considered reckonable or qualifying service for pension purposes. However, staff with over two years pension scheme membership will have their new membership linked to their old when rejoining the scheme. Their pension benefits will be based on the most beneficial method of calculation – either a separate pension for each period of membership using separate pay figures or one pension for the entire membership using the best of the last three years pay.

10.11 Those who work abroad or carry out charity work at home or abroad may, in certain circumstances, be able to remain in the pension scheme under a 'Direction'.

10.12 Those with under two years' service who have received a refund will be able to repay this on re-entry to the service if within 12 months. The refund must be repaid within 6 months of rejoining.

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- 10.13 Pension contributions earned though any days worked for the Trust during the employment break will be aggregated for pension purposes and pension contributions will be deducted from salaries in the usual way.
- 10.14 On return to work, most people will be able to pay increased contributions to buy additional membership in the scheme to help build up pension benefits lost in the period of non-contribution.
- 10.15 Car leasing
- 10.16 The Trust will endeavour to find an alternative lessee for staff who have a current lease car when joining the scheme but if this is not possible the employee will be responsible for the termination costs.
- 10.17 Other terms and conditions of service
- 10.18 Other terms and conditions of service may also have been reviewed and adapted during the period of the employment break. An employee returning from an employment break will be subject to these new terms and conditions.
- 10.19 National Insurance contributions
- 10.20 National Insurance contributions will not be paid during the period of the employment break. Staff may wish to pay these directly to the Department of Work and Pensions (DWP) during this period. Employees are advised to seek further advice from the DWP.

11 Return from employment break

- 11.1 Training
- 11.2 The manager in liaison with HR should make arrangements for any necessary training on the employees return to work.
- 11.3 Occupational Health Checks
- 11.4 HR should ensure that the employee has an occupational health check prior to her/his return to work.
- 11.5 Criminal Records Bureau Checks
- 11.6 Any employee whose post requires a CRB check should have this completed prior to her/his return to work.
- 11.7 Forward planning

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11.8 It is recommended that these matters are diarised and actioned prior to the employee's return in order to ensure a smooth reintroduction to the workplace.

12 Further information

12.1 Employees should contact their HR officer if they have any questions or require clarification regarding this policy.

12.2 Pay and/or pensions advice is available from the LAS payroll department on 020 7463 2573.

12.3 Further pensions information may be accessed via the NHS pensions website nhspa.gov.uk

11.4 Information regarding National Insurance contributions may be accessed via the Department of Work and Pensions website www.dwp.gov.uk

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Appendix 1

HR standard letter to confirm employment break – amend as necessary

Date

Name
Address

Dear

Employment Break Scheme - Formal Terms & Conditions

I am writing with regard to your recent application to join the Employment Break Scheme.

This offer is in accordance with the conditions laid out in the Employment Break Policy. Please note the following key conditions regarding the break:

- Length of Break** The break will be between...and ...If you plan to return prior to this date then you are asked to give 3 months notice.
- Maintaining Contact** *Outline arrangements for keeping in contact with the employee and request that the employee informs the Trust of any changes to address, email contact etc. Also outline what the Trust intends to send the person to keep them in touch with what is happening.*
- Training** *Outline any arrangements for training during the period of the employment break.*
- Return to Work** *Depending on the length of the break confirm that the employee can return to the same/similar job as possible but (as applicable) a return to the same location cannot be guaranteed.*

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The Service will have the authority to remove people from the Scheme who fail to comply with the arrangements following a warning and reasonable opportunity for explanation.

A copy of the Employment Break Scheme is enclosed.

I should be grateful if you would sign, date and return one copy of this letter to myself for inclusion on your personal file. The other copy is for your own retention.

Finally, I would like to wish you all the best for your employment break

Yours sincerely

Manager

I have read, understood and agree to abide by the Terms & Conditions of the Employment Break Scheme as explained in this letter and the accompanying documents.

Signed Date.....

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