

EMPLOYMENT BREAK POLICY

Policy reference – HR03

SUMMARY	This policy outlines the organisations employment break procedure.
AUTHOR	eMBED Health Consortium HR Team on behalf of CCG
VERSION	V2.0
EFFECTIVE DATE	19 July 2017
APPLIES TO	All employees
APPROVAL BODY	Remuneration & Nomination Committees in Common
RELATED DOCUMENTS	All HR policies
REVIEW DATE	June 2021

VERSION CONTROL SHEET

Version	Date	Author	Status	Comment
1.1	03/10/13	Hannah Morris	Draft	Governance Performance and Risk Committee
1.2	04/11/13	Hannah Morris	Draft	Consultation with Trade Unions via the Leeds Area Social Partnership Forum
1.3	09/01/14	Hannah Morris	Final	Governance Performance and Risk Committee
1.4	24/01/17	HR Team, eMBED Health Consortium on behalf of CCG	Review	Review of policy and amendments made
2.0	05/06/17	HR Team, eMBED Health Consortium on behalf of CCG	Final	Approved with Trade Unions via the Social Partnership Forum
2.0	19/07/17	HR Team, eMBED Health Consortium on behalf of CCG	Final	Ratification by the Remuneration & Nomination Committees in Common

CONTENTS

Section	Page
1. Purpose	4
2. Scope	4
3. Equality Statement	4
4. Bribery Act	4
5. Accountability	4
6. Implementation and Monitoring	4
7. Responsibilities	4
7.2 Employees	5
7.3 Line Managers	5
7.4 Human Resources Team	5
8. Principles	5
8.9 Annual Leave	6
8.10 Trade Union Membership	6
8.11 Pay	6
8.12 Occupational Maternity Pay	6
8.13 Pensions	6
8.14 Long Service Awards	6
8.15 Company Property	7
8.16 Applying for Other Positions	7
8.17 Salary Sacrifice Schemes	7
9. Procedure	7
Appendix	
A Employment Break Scheme – Application Form	9
B Employment Break Financial Agreement	10
C Equality Impact Assessment	11

1. PURPOSE

- 1.1 The Organisation recognises that during an employee's working life there will be times when personal commitments take priority over work. The Employment Break Policy has been designed to allow employees the opportunity to take an unpaid break from their employment, of up to 5 years.

2. SCOPE

- 2.1 This Policy will apply to all employees within the Organisation.

3. EQUALITY

- 3.1 In applying this policy, the organisation will have due regard for the need to eliminate unlawful discrimination, promote equality of opportunity, and provide for good relations between people of diverse groups, in particular on the grounds of the following characteristics protected by the Equality Act (2010); age, disability, gender, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, and sexual orientation, in addition to offending background, trade union membership, or any other personal characteristic. A single Equality Impact Assessment is used for all policies and procedures.

4. BRIBERY ACT 2010

The Bribery Act 2010 makes it a criminal offence to bribe or be bribed by another person by offering or requesting a financial or other advantage as a reward or incentive to perform a relevant function or activity improperly performed.

The penalties for any breaches of the Act are potentially severe. There is no upper limit on the level of fines that can be imposed and an individual convicted of an offence can face a prison sentence of up to 10 years.

The Bribery Act applies to this policy.

5. ACCOUNTABILITY

- 5.1 The Chief Executive, acting as Accountable Officer, is accountable for this policy.

6 IMPLEMENTATION AND MONITORING

- 6.1 The Remuneration and Nomination Committees in Common is responsible for formal approval and monitoring compliance with this policy. Following ratification the policy will be disseminated to staff via the intranet.
- 6.2 The policy and procedure will be reviewed periodically by the Senior Management Team in conjunction with Human Resource and Trade Union representatives where applicable. Where review is necessary due to legislative change, this will happen immediately.

7 RESPONSIBILITIES

- 7.1 Good working relations are vital for the organisation to operate successfully and provide services. There is a joint responsibility for management, trade unions and employees to accept the responsibility of working together on issues in good faith and with the shared intention of facilitating good working relations.

7.2 Employees

7.2.1. It is the responsibility of employees to ensure that:

- They follow the principles in this policy and make reasonable requests in line with the procedure.

7.3 Line Managers

7.3.1 It is the responsibility of line managers to ensure that:

- All employment break requests are considered in line with this policy.
- Requests should only be refused if there is a clear, demonstrable business reason why this is not practical.

7.4 Human Resources Team

7.4.1 The Human Resources Team will provide advice and support on all aspects of this policy to ensure application and support.

8. PRINCIPLES

8.1 For statutory purposes, the period of the break will count towards continuous employment, however all other terms and conditions of employment with the Organisation will be suspended. The period of the employment break will therefore not count as reckonable service when calculating contractual entitlement to benefits such as annual leave, sick pay, contractual redundancy payments and any other benefits dependent upon length of service. There will be no entitlement to benefits, such as sick pay, during the period of the break.

8.2 To qualify for an Employment Break, employees must:-

- have been employed by the Organisation, continuously, on a permanent basis for a period of twelve months or more;
- have demonstrated a commitment to continuing their career with the Organisation;
- Have the approval of an appropriate authorising manager.

8.3 Subject to business needs, applications will be considered for the purpose of;

- caring for a sick or dependent relative;
- caring for children;
- extended periods of travel, or voluntary services;
- personal reasons e.g. following ill health;
- undertaking further education.

Any other reason will be considered on its merit.

8.4 The length of the employment break will normally be for a minimum of 3 months up to a maximum of 5 years. More than one employment break may be granted in the course of employment provided that the combined length of the breaks does not exceed the maximum of 5 years.

8.5 Managers, where appropriate, should make every opportunity to maintain contact with those staff taking employment breaks. The amount and level of contact will vary depending on the length of the employment break and the individual circumstances relating to the break.

- 8.6 Employees will be expected to maintain contact with their manager, and should inform the Organisation of any changes to personal circumstances, e.g. change of home address.
- 8.7 Employees should demonstrate their commitment to the organisation by maintaining reasonable contact throughout the period of leave and returning to the organisation on the agreed return date. In exceptional circumstances employees who wish to undertake other paid employment during the employment break must put the request in writing and have this agreed by the manager. Advice must be sought from a HR Representative.
- 8.8 Employees considering an employment break should be aware of the following:

8.9 Annual Leave

- 8.9.1 All accrued annual leave must be taken before commencement of the employment break. No payment in lieu of outstanding leave will be made, neither will any "carry over" of leave be allowed. There is no entitlement to annual leave during the employment break. On return to work, entitlement to annual leave would be the same as when the break started, and the period of the employment break will not count as reckonable service for leave purposes.

8.10 Trade Union Membership

- 8.10.1 Should an individual wish to continue their trade union membership during the break, they must make their own arrangements for subscriptions to be paid.

8.11 Pay

- 8.11.1 On return to work, employees would resume, for pay purposes, at the same pay point which had been reached at the time the employment break began, subject to restructuring or substantial organisational change. If applicable, incremental dates will be deferred accordingly, to ensure that the employee's terms remain unchanged.

8.12 Occupational Maternity Pay

- 8.12.1 Employees commencing an employment break immediately following a period of maternity leave will be liable to repay any Occupational Maternity Pay received should they fail to return to work for a period of 3 months after the break.

8.13 Pensions

- 8.13.1 An employee may choose to continue making contributions to the NHS Pension Scheme during an employment break. The form at Appendix B must be completed prior to the break to determine the employee's option in respect of their pension. Arrangements for continuing payments must be made prior to commencement of the break.
- 8.13.2 For the first 6 months contributions are payable, by both the employee and employer, as if the employee was at work.
- 8.13.3 An individual, who has paid contributions regularly during the first 6 months of a break, may continue to contribute to the Scheme for a further period of up to 18 months (maximum of 2 years). During the extended period, the employee will be responsible for paying both their own and the employer's contributions.

8.13.4 Contributions will be based on the employee's normal pensionable pay. They must continue to be paid monthly, by standing order or Direct Debit; arrears will not be allowed to accumulate.

8.13.5 The above arrangements apply equally to 1995 Section members, 2008 Section members, and 2015 Scheme members of the NHS Pension Scheme.

8.13.5 Further information is available from the NHS Pensions website <http://www.nhsbsa.nhs.uk/pensions>

8.14 Long Service Award

8.14.1 The term of the employment break will not count towards qualifying service for any Long Service Award which may be issued at the organisations discretion.

8.15 Company Property

8.15.1 Prior to an employee commencing an employment break, where applicable, managers must ensure that appropriate arrangements have been made in respect of company property, i.e.

- Return (or otherwise) of a lease car;
- Return of Organisation property, such as mobile telephones, lap tops, keys, etc.

8.16 Applying for other Positions

8.16.1 When on an employment break, an employee is free to apply for other positions within the organisation. However, employees should note that, should they be successful, continuation of the break cannot be guaranteed as it will depend upon the business needs and demands of the service in the area in which the new post sits. It is advised that a discussion is held with the recruiting manager prior to an application being submitted.

8.16.2 All records of applications and decisions will be kept on an employee's file for a minimum of 12 months.

8.17 Salary Sacrifice Schemes

8.17.1 Employees will be responsible for giving notice on any salary sacrifice schemes such as childcare vouchers to ensure these are cancelled or temporarily frozen while on the employment break.

9. PROCEDURE

9.1 Employees wishing to apply for an employment break should complete the application form at **Appendix A**, in conjunction with the relevant Senior Manager. Both the proposed commencement date and return to work date should be included.

9.2 Applications must be submitted to the relevant Senior Manager, at least 3 months prior to commencement of the intended break. Requests made less than 3 months before, will be considered only in exceptional circumstances. In deciding whether to support an applicant, the manager should satisfy themselves that the individual has a clear commitment to continuing a career with the Organisation, and that the reasons for requesting the break are valid.

- 9.3 Applicants will be notified in writing of the decision within 21 days of the date of submission of their application.
- 9.4 The individual must also complete the form at **Appendix 2** to confirm their option in respect of their pension membership during the break (see 2.8.5 above).
- 9.5 Employees may resort to the grievance procedure if a request for a break is refused.
- 9.6 Employees will be required to give written notification of their return to work. Where the employment break is for less than a year, 2 months' notice of return is required. For breaks of longer than a year, 6 months' notice of return is required. Employees wishing to return earlier than originally anticipated must give 2 months' notice in writing. Employees wishing to extend the length of their break must apply in writing, at least 2 months' before the agreed end, so that appropriate consideration can be given to an extension.
- 9.7 Where an employee returns to work within a year, they will return to the same post they held when the employment break started, as far as is reasonably practicable. If this is not possible, due to restructuring etc, or if the break has been for longer than a year, then every effort will be made to find the employee a post with similar duties and responsibilities to those of the previous post held. Should it not be possible to find a suitable similar position then redundancy may be considered.
- 9.8 Employees may be required to undertake a period of training on their return to work. The content and duration will depend on the length of the break, the post, and any changes in working practices, legislation or policy.

EMPLOYMENT SCHEME – APPLICATION FORM

FULL NAME	TEAM
EMPLOYEE NUMBER	START DATE WITH THE ORGANISATION

THIS FORM SHOULD BE SUBMITTED AT LEAST 3 MONTHS BEFORE THE EMPLOYMENT BREAK IS TO START

I would like my employment break to start on	
I would like to return to work on	
Reason for employment break	
My contact details (including phone number) during the break will be	

I wish to apply for an extended period of unpaid leave under the Employment Break Scheme. I confirm that:

- I have read and fully understood the conditions detailed within the Employment Break Policy;
- I will complete and submit an Employment Break Financial Agreement prior to my break.

SIGNATURE OF EMPLOYEE	DATE
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To be completed by the Senior Manager

I support / do not support this application for an employment break from the Organisation. I have attached a written statement outlining the reasons why this application has been accepted / rejected (delete as applicable).

SIGNATURE OF MANAGER	DATE
MANAGER'S NAME (Block letters)	

EMPLOYMENT BREAK FINANCIAL AGREEMENT

FULL NAME	DEPARTMENT
EMPLOYEE NUMBER	START DATE WITH THE ORGANISATION
START DATE OF EMPLOYMENT BREAK	DATE OF RETURN TO WORK

I confirm that:

- I understand that I have the option to decide whether my employment break should be pensionable for a period of up to two years;
- I understand that, should I decide that I would like my employment break to be pensionable, I remain liable for monthly pension contributions for the period and that, for the first six months of the employment break, I will pay my own contributions and that the Organisation will continue to pay employer's contributions;
- I understand that, if I pay my contributions continuously for the first six months of the employment break, I may continue to pension the break for a further period of up to 18 months. During this additional period, I will be liable to pay both my own, and the Organisation's contributions;
- I understand that contributions will be based on my normal earnings;
- I agree to make monthly payments to Organisation via standing order/Direct Debit.
- I understand that, if I fail to make my contributions as agreed, my pension record will be closed down at the date of the last contribution made.

Please select **ONE** of the following four options

Option 1	I do not wish my employment break to be treated as pensionable service and understand that my pension record will be closed down at the start of my break with no contributions payable OR	
Option 2	I wish to treat up to the initial six months of my employment break as pensionable and undertake to pay monthly employee contributions via standing order/Direct Debit OR	
Option 3	I wish to treat my employment break as pensionable for a period of months . I undertake to pay monthly employee contributions for the first six months and both employee's and employer's contributions for the remainder of the period. All contributions will be made via standing order/Direct Debit OR	
Option 4	I wish to treat my employment break as pensionable for the maximum period of two years. I undertake to pay monthly employee contributions for the first six months and both employee's and employer's contributions for the remaining 18 months of the period. All contributions will be made via standing order/Direct Debit.	

SIGNATURE OF EMPLOYEE	DATE
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Equality Impact Assessment

Title of policy	Employment Break Policy	
Names and roles of people completing the assessment	HR Team, eMBED Health Consortium on behalf of CCG	
Date assessment started/completed	22/09/17	22/09/17
1. Outline		
Give a brief summary of the policy	This policy sets out a procedure for receiving and considering employment break requests.	
What outcomes do you want to achieve	For the policy to comply with statutory requirements, NHS Litigation Authority Standards and best practice.	

2. Analysis of impact			
This is the core of the assessment, using the information above detail the actual or likely impact on protected groups, with consideration of the general duty to; eliminate unlawful discrimination; advance equality of opportunity; foster good relations			
	Are there any likely impacts? Are any groups going to be affected differently? Please describe.	Are these negative or positive?	What action will be taken to address any negative impacts or enhance positive ones?
Age	No		
Carers	Yes, carers are potentially more likely to apply.	Positive	Caring responsibilities are recognised as a legitimate reason for applying for an employment break and therefore this would have a positive impact.
Disability	Yes, disabled staff with certain impairments are potentially more likely to apply at times.	Positive	Taking an employment break for ill health is recognised as a legitimate reason and therefore this would have a positive impact.
Sex	Yes, it may be anticipated female	Positive	More women may apply for an employment break to care for

	staff are more likely to apply.		children, however it is acknowledged men may also apply for these reasons. This is recognised as a legitimate reason for applying.
Race	No		
Religion or belief	No		
Sexual orientation	No		
Gender reassignment	No		
Pregnancy and maternity	No		
Marriage and civil partnership	No		
Other relevant group	No		
If any negative/positive impacts were identified are they valid, legal and/or justifiable? Please detail.	No anticipated detrimental impact on any equality group. The policy is applicable to all employees and adheres to the NHS Litigation Authority Standards, statutory requirements and best practice. Makes all reasonable provision to ensure equity of access to all employees. There are no statements, conditions or requirements that disadvantage any particular group of people with a protected characteristic. Reasons for applying are outlined which supports particular groups i.e. carers, staff with ill health.		
4. Monitoring, Review and Publication			
How will you review/monitor the impact and effectiveness of your actions	Whilst it is acknowledged that under section 7.3 'caring for children' is one of the defined criterion for a successful application and female workers are generally considered as more likely to apply for these reasons, the policy indicates other reasons for an employment break. Applications will be monitored against protected characteristics as necessary.		
Lead Officer	Alan Cale, Business Manager	Review date:	
5. Sign off			
Lead Officer	Alan Cale, Business Manager		
Director	Dawn Jarvis, Associate Director of Corporate Services	Date approved:	

