

Cambridgeshire Primary Care Trust Employment Break Policy

**Agreed by Trust JCNP:
Adopted by Trust Board:
Revised:
Reviewed:**

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Employment Break Policy

1. Introduction

1.1 The Trust recognises that there are times when staff may wish to take a period of time away from work. This policy provides the opportunity for men and women who wish to have an unpaid break in service (sometimes called a sabbatical) to provide 'time out' for any reason as agreed the manager, except to pursue other paid employment e.g. an extended vacation; to undertake voluntary work; to pursue non-work related training/further education; to fulfil domestic commitments (e.g. bringing up children or caring for a dependant person). The trust agrees that all eligible staff should be provided with the right to access for consideration to an unpaid Employment break.

1.2 The rules governing a service break cannot be prescriptive and therefore these guidance notes should be regarded as a broad framework enabling local managers to tailor the scheme to the needs of their departments and to the individual. It is important to ensure staff are fully aware of the implication of the Employment Break and the content of this scheme is fully explained.

1.3 The flexible rules encourage managers to use this scheme as an option when adopting an imaginative approach to employment initiatives, e.g. part-time employment on a fixed term instead of full break, returning to work in a job share or part-time basis, etc.

1.4 The scheme is an initiative to help the Trust attract and retain the experience of consistent with the NHS commitment to the provision of high quality healthcare.

1.5 The scheme provides eligible staff to take a longer period away from work than provided by the parental leave and other arrangements.

1.6 This policy allows staff to apply for career breaks of between three months and 5 years. The scheme has been devised in accordance with Agenda for Change.

2. Eligibility

2.1 The policy and procedure applies to all staff employed by The Trust with at least 12 months continuous service on a permanent contract including any predecessors.

2.2 The scheme will not be available to those employees who have documented poor performance or attendance issues (excluding leave associated with maternity leave), or disciplinary warnings currently on their record.

2.3 Managers should use their discretion when agreeing to an employment break, considering the needs of the service at the time of application, the ability to recruit a replacement and the number of employment breaks already taken together with the anticipated duration of the break. Permission should not be unreasonably refused.

2.4 Employees, who are in the process of a course or programme of further education agreed by the Trust at the time they want to take the break, will be expected to complete this within a time period specified by the manager, depending on the needs of the service and requirements of the training provider. The Trust will

2.5 continue to meet any agreed expense. The normal rules will apply if the employee fails to complete the course. Please refer to the Cambs PCT Study Leave Policy.

2.6 There is no automatic entitlement to join the scheme. The issues that will be considered by the manager will be;

- (a) Current and anticipated skill/qualification shortage
- (b) Ability to guarantee re-employment in same or similar post
- (c) General performance and attendance record
- (d) Not to be subject to disciplinary or capability procedure
- (e) The length of the break should balance the needs of the applicant with the needs of the service.

2.7 All applicants for career breaks will be treated fairly, equitably and in accordance with the Trust's Equal Opportunities Policy.

3. Scope

3.1 The scheme can be used for Childcare, Eldercare, care for another dependant, training, study leave, work abroad, voluntary work or travelling. Other reasons for taking a break will be considered on their merits as per the Agenda for Change Handbook.

3.2 An employment break is not to be used to allow an employee to take up paid employment with another NHS or private employer, except where, for example, work overseas or charitable work could broaden experience and be of mutual benefit to the employee and The Trust. In such circumstances written references and permission from the line manager would be necessary. Managers should use their discretion in determining whether paid work is unacceptable during a break, and may seek advice from the HR department.

3.3 An Employment break is not part of the statutory rights under the Parental Leave and Leave to care for dependants, which are designed to meet short-term needs.

4. Length/Number of Break

4.1 Career breaks can be granted for a minimum of three months and a maximum of five years in the first instance. The length of any break in service is subject to agreement between the manager and the employee and it should balance the needs of the applicant and the needs of the service.

4.2 Though there are no restrictions on the number of service breaks an employee can have during their employment with the PCT, managers will have to reconsider all aspects under the above when each new applicant is received. There will be a minimum requirement of 2 years between service breaks.

4.3 Employment breaks can be extended beyond the agreed time following consultation and agreement with the Departmental Manager provided the total duration of the career break does not exceed five years, with appropriate notice for early return from breaks.

4.4 All breaks are subject to an agreement between the employer and applicant before the break begins. The agreement to be used is detailed in Appendix 1.

5. Application Process

5.1 The applicant must submit a written application to their line manager in the same notice period as in their contract of employment i.e. at least one month and in some cases three months notice prior to the anticipated start date, requesting either a career break or a sabbatical giving the reason for the request. This time limit may be reduced or extended in certain circumstances at the manager's discretion.

5.2 The manager will then arrange to meet the applicant to discuss their request. It must then be discussed and planned with the Departmental Manager and an interview held with the Manager to discuss issues of eligibility and conditions on return. Authorisation is made by the Departmental Manager who should seriously consider the benefits of a career break to both the individual and the organisation and no request should be unreasonably refused.

5.3 The Manager will then write to the individual confirming their decision within 14 days of the meeting, if approved it should be a detailed letter incorporating terms of the agreement as outlined in this Policy.

5.4 A further meeting should be held for successful career break applicants, and at this meeting the start and end dates of the career break and a named contact must be agreed with a process of communication set up. The career break contract must then be completed with their Manager (see Appendix 1), with the following commitments in writing; that they will not undertake paid employment or become self-employed without the approval of the line manager (see also scope above); and that they will declare their intention to return to work for The Trust at a date to be determined and agreed.

5.5 The employee may be withdrawn from the scheme if they fail to meet the commitments and in such circumstances, and it will be deemed as a breach of contract and the employment contract will be terminated.

6. Appeals

6.1 If declined the employee is entitled to a written reason for the refusal. If the employee feels their application has been unreasonably refused, an appeal may be lodged with the HR Lead under the PCT Grievance Policy. There is no right of appeal beyond this level.

7. Employment Contract Terms & Conditions during Career Break

7.1 The employee's incremental point, annual leave, sick leave, occupational maternity leave, occupational maternity leave and redundancy entitlement will be frozen until re-entry.

7.2 Career breaks are unpaid so you should discuss how other payments that you receive from the trust, such as a lease care subsidy, or reimbursement of professional subscriptions will be affected with your HR team or the appropriate section.

7.3 Employment breaks are not pensionable, maintaining benefits and continuing contributions is the responsibility of the employee. If you pay into the trust Pension Scheme your contributions will be suspended for the period of the break. If you require further information on the options before you start your career break, contact the Pensions Section on 01480 398500 or look at www.pensionsagency.nhs.uk

7.4 You must make arrangements for direct payments to be made to replace deductions that are made your salary before the start of the break with your line manager and the Employment Services department.

- (a) During unpaid leave, your National Insurance payments cease (contributions made both you and the trust as your employer), to maintain NI contributions years and protect your entitlements for statutory sick pay, statutory maternity pay, unemployment benefits and State Pension Scheme with the Benefits Agency, you need to arrange payment of Class 3 (voluntary contributions) direct with your local Benefits Agency Office.
- (b) Trade Union Subscriptions – discuss with your local union branch office
- (c) Lease Car Contributions – discuss how to pay your contributions to the Lease Car Section direct by contacting the Lease Car Section on 01480 415389
- (d) Accommodation Fees
- (e) Nursery Fees

7.5 There is no entitlement to paid annual leave/bank holiday/sick pay or any other form of leave during a career break.

7.6 The Employment break cannot be recognised for performance related pay reviews.

7.7 During your career break you are an employee of the trust and all other terms and conditions (as stated in your contract of employment) continue to apply. You cannot take up paid employment with another organisation (the trust will still hold your P45), except where, for example, work overseas or charitable work could broaden experience. In such circumstances written authority from the employer would be necessary. You may be able to work in a self-employed capacity or undertake some relief work for The Trust (or an appropriate relief contract) please discuss this with your HR team before you start your break

7.8 All Trust policies and procedures, e.g. continuous service, disciplinary procedure/rules, Code of Conduct, requirement to maintain confidentiality, notice Period and grievance procedures will apply during the career break.

7.9 Applicants should not have to resign to take an employment breaks, although there will be a change to the Employment Contract.

8. Break following Maternity Leave

8.1 A career/service break may commence immediately following maternity leave for those employees who have opted to take maternity leave in accordance with the Employment Protection Act Conditions.

8.2 Staff who have opted for paid maternity leave in accordance with the PCT conditions will have to repay the excess pay received or return to work for a minimum period of three months prior to the career/service break commencing.

9. Continuous Employment

9.1 The period of absence does not count as a break in service and will be regarded as continuous employment for statutory purposes under the Employment Rights Act 1996, as amended. Applicants should not have to resign to take an employment break.

10. Conditions during Break – Keeping in Touch Arrangements

10.1 During the break, the employee will be expected to fulfil certain requirements and maintain their right to return to work, the purpose of which is to maintain his/her skills, knowledge and expertise in an up-to-date state, thus ultimately enabling a smooth transition back into employment.

10.2 During the break the employee will be required to:

- (a) Be available to work for a minimum of two weeks (10 working days) work per year of their career break on a fixed term contract, as agreed with their line manager. This may be waived if the employee is taking a break to travel abroad for one year or less, and it is not practicable for them to return in the interim.
- (b) Endeavour to attend any seminars or meetings to which the employee is invited by the PCT.
- (c) Maintain his/her professional membership and/or statutory registration where this is required for employment purposes.
- (d) Take out a subscription to a relevant professional journal, and to seek to keep knowledge updated through attendance at professional meetings, journal clubs etc
- (e) Attend a minimum number of training sessions, as specified by the Line Manager for the purpose of updating or refreshing the employee's knowledge and skills
- (f) To provide a contact address and notify their Named Contact of any change to their personal circumstances.
- (g) Nominate a named contact within the trust who will forward them any relevant information e.g. newsletters etc.

10.2 During the break the PCT will:

- (a) Keep the individual in touch with developments in the sphere/department by including the employee in the circulation lists for receipt of key information on the development of the Service.
- (b) Ensure that the individual is invited to relevant seminars, training updates, and key departmental meetings.
- (c) Provide for the individual a minimum of two weeks (10 working days) refresher period of employment per annum at the band and increment on which the employee was on at commencement of their career break. This will include addressing any professional or statutory requirements and include the trust policy on practice changes, which might have occurred, including working in the department or attending training sessions, update and meetings.

This can be the provision of cover for absent employees (e.g. annual leave, sickness, maternity), in order to offer further operational experience. Where this is not available, or where circumstances warrant, project work may be provided. Wherever possible, such periods back in the workplace will take the form of paid employment. However, where budgetary constraints render such placements impossible, then by mutual agreement the individual will be offered by the Line Manager the opportunity of unpaid placements. The Line Manager will have due regard for the need for placements to provide a balanced spread of experience, in accordance with the needs of the service/discipline.

- (d) Keep the individual in touch with developments in the sphere/department by including him/her on the circulation lists for receipt of key information on the development of the service.
- (e) Ensure that the individual is invited to relevant seminars, training updates and key departmental meetings.

12. Return to work

12.1 At least 3 months before the agreed return date, the career break applicant must contact their Line Manager to confirm their return date and discuss the job to which they are returning.

12.2 At the end of your career break the line manager will hold a formal return to work interview with the employee to agree, as far as is practicable, the work options, if necessary HR advice will be sought.

12.3 The Trust will provide that if the applicant returns to work within one year, the applicant will be guaranteed to return to their original post as far as is reasonably practicable and the line manager must seek advice from the Human Resources Department on suitable roles available.

12.4 If the break is longer than one year, the applicant may return to as similar a job as possible and wherever possible return to an equivalent salary level, reflecting increases awarded during the break. You should discuss this with your line manager before you take your break.

12.5 The line manager will ensure that the relevant paperwork is completed and that details are confirmed to the individual in writing regarding the job, grade, salary and location of their new job at least one month prior to their agreed return date. Where appropriate the individual's personal file should be forwarded to the new line manager.

12.6 The individual may be required to undertake a reasonable return to work programme at the end of their leave, by arrangement with their manager.

12.7 The Trust will take into account, where possible, the employee's needs for flexibility on their return to work.

12.8 It is recognised that it is often difficult to fill vacancies created by staff on employment breaks on a fixed term basis and therefore managers have discretion to fill posts on a substantive basis to replace staff on employment breaks. This decision must be made taking into account turnover and natural wastage and the likelihood of a suitable post being available in their department when the employee returns.

13. Notice to Return

13.1 The notice period required before the return to work should be two months, if the break is less than a year, and six months if the break is more than a year. Failure to do so may mean forfeiting the right to return to work.

13.2 When the employee has indicated their wish to return to work, a suitable job will be identified for them to return to.

13.3 If you wish to return to work at an earlier date than that originally agreed, you must provide your line manager with notice of your intention to return. Where sufficient notice is not provided, the trust reserves the right to delay your return to that date originally agreed.

14. Failure to Return

14.1 Prior to the commencement of a career break, a return date must be agreed, if you do not return to work on the agreed return date, without good reason or notice, you will be considered to be absent without leave, forfeiting the right to be employed under this policy. In some cases, will have frustrated your contract of employment. In these circumstances your employment contract will automatically come to an end, The Trust will not issue notice and no dismissal will take notice.

14.2 The contract will be terminated with effect from the date they notified the trust of their intention to return or the date the employee fails to return whichever is the earliest.

14.3 In exceptional circumstances and with prior agreement with their line manager, the return date may be extended for up to one month.

15. Redundancy during break

15.1 If your job becomes redundant during your career break, the trust will follow its normal redundancy procedures, e.g. it will consult with you and look for suitable alternative employment for you.

15.2 If you are given notice of redundancy during your career break, you are entitled to receive full pay during the period of notice.

15.3 You will be entitled to a redundancy payment only if you meet the service qualifications for such payments.

16. Monitoring and Review

16.1 Managers are required to maintain all records of applications and decisions for career breaks for a minimum of 12 months.

16.2 Managers will also need to monitor these records to ensure that the maximum entitlement, i.e. 5 years is not exceeded.

16.3 The operation of this scheme will be reviewed by the trust at period intervals of no more than 12 months.

17. Further Advice

17.1 Further advice and guidance about career breaks is available from your HR team. Advice about other types of leave can also be given.

17.2 Managers are encouraged to seek advice from the HR department on the application of this policy to ensure consistency across the trust.

Cambridgeshire PCT

Employment Break Agreement

Name:

Post:

Directorate:

Named Trust Contact:

1. The purpose of this agreement is to allow the above employee to take a period of unpaid leave for the purposes of *care/travelling/study*
2. The period of the leave will commence on *xx/xx/xxxx* and (*name*) will return to work on the *xx/xx/xxxx*
3. The employee will be expected to complete any courses or programmes of education and the trust will continue to meet any agreed expenses. The normal rules will apply if the employee fails to complete the course.
4. The employee will not be allowed to take up paid employments with another employer, except where, for example, work overseas or charitable work could broaden experience and be of mutual benefit to the employee and the trust. In such circumstances written authority from the employer would be necessary.
5. The employee will attend, where possible, any trust meetings and seminars to which they are invited.
6. The employee will declare their intention to return to work for the trust before return to work date in paragraph 2.
7. The employee may be withdrawn from the scheme if they fail to meet these commitments.
8. The employee will provide a contact address and notify their Named Contact of any changes to their personal circumstances.
9. The employee will attend one paid, if budgetary restraints allow, refresher period each year, usually for a period totalling 10 working days. The period will address any professional or statutory requirements and include the trust policy and practice changes which might have occurred.

10. The named contact will ensure the employee receives notes of meetings and team briefings together with a copy of the staff newsletter and any other relevant documentation.
11. Time on the break does not count as a break in service, the employee's incremental point, annual leave, sick leave, occupational maternity leave and redundancy entitlement will be frozen until re-entry.
12. National Insurance contributions are not paid by the trust during the break. Employees may choose to continue their contributions to protect their entitlements to statutory sick pay, statutory maternity pay, unemployment benefits and State Pension Scheme. The staff member should contact their local Benefits Office to make arrangements to pay contributions during the break, if they wish to maintain their benefits.
13. An employment break is not pensionable, maintaining benefits and continuing contributions is the responsibility of the employee.
14. The Service Break cannot be used for performance related pay reviews.
15. Arrangements for payments that are normally deducted from salary such as lease car, trade union fees, accommodation fees, nursery fees etc must be agreed between the employee, their managers and the Employment Services Department before the start of the break.
16. To maintain the right to return to work, during the break the employee will be required to:
 - (h) Be available to work for a minimum of two weeks (10 working days) work per year of their career break on a fixed term contract, as agreed with their line manager. This may be waived if the employee is taking a break to travel abroad for one year or less, and it is not practicable for them to return in the interim.
 - (i) Endeavour to attend any seminars or meetings to which the employee is invited by the PCT.
 - (j) Maintain his/her professional membership and/or statutory registration where this is required for employment purposes.
 - (k) Take out a subscription to a relevant professional journal, and to seek to keep knowledge updated through attendance at professional meetings, journal clubs etc
 - (l) Attend a minimum number of training sessions, as specified by the Line Manager for the purpose of updating or refreshing the employee's knowledge and skills
 - (m) To provide a contact address and notify their Named Contact of any change to their personal circumstances.
 - (n) Nominate a named contact within the trust who will forward them any relevant information e.g. newsletters etc.
17. The line manager will hold a formal Return to Work interview with the employee to agree, as far as is practicable, the work options.
18. The Trust will provide a guarantee that, if the applicant returns to work within one year, the same job will be available, as far as is reasonably practicable.

19. If the break is longer than a year, the employee may return to as similar job as possible.
20. Where possible, the applicant may return to work at the equivalent salary level, reflecting increases awarded during the break.
21. The employee should give notice of the intention to return to work of two months if the break is less than a year and six months if the break is more than a year.
22. When the employee has indicated their wish to return to work, a suitable job will be identified for them to return to.
23. The Trust will take into account, where possible, the employee's needs for flexibility on their return to work.
24. If the employee fails to return to work at the end of their employment break, this will be deemed, as a breach of contract and the employment contract will be terminated.

Signed on behalf of Cambridgeshire Primary Care Trust

Name:

Position:

Date:

I have read and accept the terms and conditions of employment outlined in this written statement and I have retained a copy for my own reference.

Signed by the employee

Name:

Position:

Date:

Please sign and date both copies and return the top copy to me as soon as possible