



EMPLOYMENT BREAK GUIDANCE

Agreed by Core Group: 22nd September 2016

ISSUE 2 – OCTOBER 2016

NOTTINGHAMSHIRE HEALTHCARE NHS FOUNDATION TRUST

EMPLOYMENT BREAK GUIDANCE

CONTENTS

- 1.0 Introduction
- 2.0 Eligibility
- 3.0 Applications
- 4.0 Terms of the Scheme
 - 4.1 Length of the Break
 - 4.2 Work Updates, Training & maintenance of Professional Registration
 - 4.3 Communications and Contact Plan
 - 4.4 Return to Work
- 5.0 Extension to Employment Breaks
- 6.0 General Conditions
 - 6.1 Sickness Absence
 - 6.2 Annual Leave
 - 6.3 Maternity/Adoption/Paternity Leave
 - 6.4 Redundancy
 - 6.5 Lease Cars
 - 6.6 Pension Scheme
 - 6.7 Loans and Other Reimbursement
- 7.0 Appeals

NOTTINGHAMSHIRE HEALTHCARE NHS FOUNDATION TRUST

EMPLOYMENT BREAK GUIDANCE

1.0 Introduction

- 1.1 In addition to the other types of leave, the Trust also provides an Employment Break Scheme. The purpose of the scheme is to provide all employees with the facility to maintain and develop their careers in a way that is tailored to meet their individual needs and those of the Trust.
- 1.2 An employment break may be used for the purpose of attending to family commitments such as bringing up children or caring for dependant relatives. Employment breaks may also be used in other circumstances where it can be demonstrated that the skills and experience of the individual will be enhanced, and the Trust will derive a benefit, e.g. undertaking academic study related to employment or undertaking work overseas. Other reasons will be considered on their merits.
- 1.3 The purpose of an employment break is to retain experienced and skilled staff members, not to enable a person to leave the NHS to work for another employer on a professional basis. In the event of this occurring, the Trust will retain the right to terminate the employment break arrangement. However, the exceptions to this are where an employee may wish to work overseas or undertake charitable work where this would broaden experience. In such circumstances, the employee would require written authority from their line manager to undertake such work.
- 1.4 Managers will consider applications for employment breaks individually.
- 1.5 Managers will respond to applications to participate in the Employment Break Scheme in a timely manner, and will not unreasonably withhold authorisation to join the Scheme.
- 1.6 It should be noted that once employees commence the Trust's Employment Break Scheme an employee's Contract of Employment will continue, but certain elements of the contractual provisions will be suspended until the employee returns to work. Such provisions will depend on each employee's contract and will be stipulated to the employee once the employment break has been confirmed. These provisions will include, but will not be limited to remuneration and the obligation to attend work.

2.0 Eligibility to Participate in the Employment Break Scheme

- 2.1 The Employment Break scheme is available to employees with continuous service of at least 12 months with the Trust or one of its pre-decessors.
- 2.2 Employees should apply to participate in the Employment Break Scheme in writing, using the application form attached at **Appendix 1**, which must be submitted to the appropriate manager at least three months prior to the intended start of the Employment Break.

3.0 Applications for the Employment Break Scheme

- 3.1 Managers will consider applications for the Scheme against the following criteria:
- Skills and experience of the individual applicant (particularly in light of organisational need)
 - Cost to the service of training a replacement
 - Difficulty in recruiting an appropriate replacement and any subsequent bank/agency costs as a result.

- Commitment of the applicant in adhering to the terms and conditions of the scheme
- Employment record of the individual, e.g. attendance record (discounting periods of work related, pregnancy related, maternity/paternity/shared parental leave and disability leave) recent proven breaches of disciplinary rules, serious concerns regarding unsatisfactory performance

4.0 Terms of the Scheme

4.1 Length of the Break

- 4.1.1 An employment break will normally last for a minimum of three months and a maximum of five years. The Scheme has the provision for breaks to be extended with appropriate notice (but not beyond 5 years), or for early return from breaks.
- 4.1.2 Employees may not apply for a further career break until they have returned to the employment of the Trust for a minimum period of two years following a previous employment break.

4.2 Work Updates, Training & Maintenance of Professional Registration

- 4.2.1 Statutory / Mandatory training – during the period of the employment break, any statutory or mandatory training required should be undertaken in the usual way with the cost being met in the same way as other employees
- 4.2.2 Managers and employees have a joint responsibility to keep in touch regularly ensuring employees on an employment break are updated on developments in their department / directorate, appropriate to the employee's destination whilst on the employment break.
- 4.2.3 Where an employee's employment break is planned to last for a year or more, managers will be responsible for providing a detailed update on developments in their department / directorate.
- 4.2.4 Managers will ensure that any newsletters and/or publications which are issued for the general information of all employees are forwarded to employees on an employment break.
- 4.2.5 It is the employee's responsibility to take whatever action is necessary during their employment break to maintain their professional registration. However, the Trust will assist individuals during their employment break to fulfil any CPD activities as may be required in order to maintain professional registration, or other professional requirements which are related to the post occupied prior to commencement of the employment break.

4.3 Communications & Contact Plan

- 4.3.1 Employees must undertake to keep their manager informed of any change of personal circumstances, specifically their contact details.
- 4.3.2 Managers and employees should regularly review the employee's intentions with regard to returning to work.
- 4.3.3 Prior to the commencement of the employment break, the manager and the employee should agree a programme of planned contact. The contact plan may include visits to the workplace where feasible.

4.3.4 Employees may not work for another employer at any time during the period of the employment break, except where, for example, work overseas or charitable work would broaden experience. Express written agreement must be obtained from the line manager in these circumstances.

4.4 Return to Work

4.4.1 Where an employment break lasts less than 12 months, employees are required to give a minimum of two months' notice, in writing of their intention to return to work. On their return to work, the same job will be available to the employee as far as reasonably practicable.

4.4.2 Where an employment break lasts longer than 12 months, the employee is required to give at least 6 months, but no more than 9 months' notice, in writing, of their intention to return to work. This notice period will serve as a redeployment period during which the Trust will look for an alternative role which, as far as is reasonably practicable will be similar to their previous role, but not necessarily to the same post or at their former base. If at the date by which the employee is due to return to work the Trust is unable to find a suitable alternative role that the employee accepts, the employee's contract of employment will be terminated.

4.4.3 Where employees are required to return to a different base, they will not be eligible to claim excess travel expenses or any other expenses.

4.4.4 When an employee returns to work following an employment break, in order to facilitate an effective return to work, employees may undertake the following:-

- Attendance at Trust Induction (this may be waived if the employment break is less than 12 months)
- Additional management support
- A nominated person to give peer support
- Re-induction into the local workplace
- A review at the end of 3 months following the return to work by the line manager
- Appraisal and review

4.4.5 Employees are encouraged to give as much notice as possible if they decide not to return to work following an employment break, but must give at least 2 months' notice. Those deciding not to return to work should tender their resignation in writing.

5.0 Extension to Employment Breaks

5.1 Employees must give a minimum of 3 months' notice of their intention to extend their employment break.

5.2 Requests for an extension must be made in writing and approved/refused by the line manager.

5.3 Any requests for an extension must not exceed the 5 year maximum break.

5.4 Where a request for an extension is refused, the manager will provide full reasons in writing for refusal to the employee.

6.0 General Conditions

6.1 A period of absence on the Trust's Employment Break Scheme will count towards continuous service for statutory purposes.

6.2 Other provisions depending on length of service i.e. contractual redundancy payments, leave entitlements (both contractual and statutory annual leave), etc. will be suspended for the period of the break. Specific rules apply to the following:

6.2.1 Sickness Absence

An employee is not entitled to Occupational Sick Pay (OSP) whilst on an employment break, but provided that the employee complies with the conditions of the scheme, the periods of service prior to and following the employment break can be aggregated for entitlement to OSP (entitlement to SSP is statutory).

6.2.2 Maternity Leave

An individual is not entitled to paid maternity leave if the beginning of the eleventh week before the expected week of childbirth occurs whilst the employee is on the Employment Break Scheme. However, an employment break will count towards the qualifying period for entitlement to paid maternity leave following the employment break (entitlement to SMP is statutory). The same applies for employees on adoption leave, paternity leave or shared parental leave.

6.2.3 Annual Leave

There is no entitlement to annual leave (contractual or statutory) during the employment break itself. Any annual leave accrued before the break must be taken prior to commencement as this will not be carried forward. For the purposes of entitlement to contractual long service annual leave, the period on the employment break does not count, but service before and after the break should be aggregated.

6.2.4 Redundancy

In the event of a redundancy situation arising during the period of an employee's absence on an employment break, the terms of the Trust's Management of Organisational Change Policy and Implementation Guide will be applied to the employee in the normal way.

The period of an employment break will not count as 'qualifying reckonable service' for the purpose of establishing entitlement to a redundancy payment. In the event of a redundancy situation arising following an employee's return to work, the period of reckonable service before and after the break should be aggregated.

6.2.5 Lease Cars

Employees with a lease car will be entitled to retain the lease car for private use until the expiry of the lease, or alternatively, employees may return the car. They may, however, be liable to pay for the early termination of the lease. If employees choose to retain a car, they will be responsible for the total cost including the contribution which would have been made by the Trust. Employees will also undertake to meet any excess costs at the end of the lease contract period.

6.2.6 Pension Scheme

Employees have the option to continue to pay pension contributions for up to two years. If the employee chooses to do so, then for the first 6 months of their employment break employees pay their contribution only and the Trust continues to pay the employers contribution. However, from 7 months up to 24 months employees are liable to pay both their contribution plus the employers contribution.

Employees who are pensionable and have an employment break accepted must contact the Pensions Advisor at the earliest opportunity and **PRIOR** to the employment break commencing to ensure that arrangements for continuing contributions are made and to avoid any potential detrimental effect on their pension benefits.

6.2.7 Loans and Other Reimbursement

Such loans in operation at the time of the commencement of the employment break shall continue to be repaid under the terms of the agreement until the termination date of the loan agreement.

7.0 Appeals

- 7.1 Where an application to participate in the Employment Break Scheme is refused, the manager will provide full reasons in writing for refusal to the employee. Applicants may choose to invoke the grievance procedure if a request for an employment break is unreasonably refused.

NOTTINGHAMSHIRE HEALTHCARE NHS FOUNDATION TRUST**APPLICATION TO PARTICIPATE IN THE EMPLOYMENT BREAK SCHEME**

1.	Full Name
2.	Home Address
3.	Post
4.	Division/Directorate
5.	Base
6.	Contracted Hours
7.	Line Manager
8.	Reasons for wishing to join the Employment Break Scheme
9.	Intended date of commencement of employment break
10.	Intended length of employment break
11.	If pensionable please state whether you wish to continue with pension contributions YES/NO (Please delete)

11.	<p>I confirm that I have read the details of the scheme in the document headed 'Employment Break Scheme' and agree to abide by all its terms and conditions. I understand that elements of my contract of employment will be suspended whilst I am a participant on the scheme and that my participation in the Scheme will cease in the event that I fail to comply with its terms.</p> <p>Signed:</p> <p>Date:</p>
<u>Following Sections To Be Completed by Manager</u>	
*1.	<p>I support the application and discussed the terms and conditions of the Scheme with the employee</p> <p>Name:</p> <p>Position:</p> <p>Signed:</p> <p>Date:</p>
*2.	<p>I am unable to support the application for the following reasons:</p> <p>Name:</p> <p>Position:</p> <p>Signed:</p> <p>Date:</p>

*Delete as appropriate

PLEASE FORWARD THIS FORM, TOGETHER WITH A CHANGE FORM (IF APPLICATION APPROVED) TO THE HR DEPARTMENT FOR ACTION AND PERSONAL FILE.

PLEASE ENSURE A COPY IS GIVEN TO THE EMPLOYEE.

PLEASE ENSURE A COPY IS SENT TO PENSIONS DEPARTMENT TO ENSURE PENSION CONTRIBUTION CONTINUES IF REQUIRED.