



London Ambulance Service **NHS**
NHS Trust

Employment Break Policy and Procedure

DOCUMENT PROFILE and CONTROL

Purpose of the document: To set out the Policy and Procedure in regards to the consideration of requests for and management of employment breaks

Sponsor Department: People and Organisational Development

Author/Reviewer: Senior HR Manager. To be reviewed by July 2021.

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11/07/18	2.3	Senior HR Manager	Amendments – section 12.3 and 12.11 – 12.20
17/06/15	2.2	IG Manager	Document Profile and Control update
13/05/15	2.1	Senior HR Manager	SMT comments - minor changes to paragraph 11.2, 11.3 and 12.18.
07/05/15	1.2	Senior HR Manager	Minor changes to responsibilities, making and application and DBS checks.
22/12/10	1.1	Senior HR Manager (South)	Reformatted; introduction, scope, objectives, responsibilities and implementation plan added
04/07	1.0	HR Policy and Projects Manager	First version published

***Version Control Note:** All documents in development are indicated by minor versions i.e. 0.1; 0.2 etc. The first version of a document to be approved for release is given major version 1.0. Upon review the first version of a revised document is given the designation 1.1, the second 1.2 etc. until the revised version is approved, whereupon it becomes version 2.0. The system continues in numerical order each time a document is reviewed and approved.

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Links to Related documents or references providing additional information		
Ref. No.	Title	Version
	NHS Terms and Conditions Handbook (Section 36)	

Document Status: This is a controlled record as are the document(s) to which it relates. Whilst all or any part of it may be printed, the electronic version maintained in P&P-File remains the controlled master copy. Any printed copies are not controlled nor substantive.

1 Introduction

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

2 Scope

2.1 All employees with at least one year's service with the Trust will be eligible to apply for an employment break.

3 Objectives

3.1 To set out staffs' opportunity to apply for a long- term break (between three months and five years);

3.2 To support the retention of valued and dedicated staff.

3.3 Reasons for leave may include enabling employees to:

- manage their caring responsibilities e.g. childcare, eldercare;
- Participate in training or study;
- Undertake long term travel;
- Carry out charity work at home or abroad.

3.4 The above reasons are not intended to be exhaustive and other reasons may be considered on their merits.

3.5 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.

4 Responsibilities

4.1 Members of staff, if making a request for an employment break, are required to do so in line with the provisions of this Policy.

4.2 Managers of Assistant Director level or higher are responsible for considering any such requests in line with this Policy.

4.3 HR are responsible for advising on the application of the Policy and drafting any subsequent agreements in line with the Policy.

5 Context

5.1 The policy reflects the: NHS Terms and Conditions Handbook, Section 36.

6 What does the scheme provide?

6.1 Employees who are admitted to the scheme will have an opportunity to:

- Be kept up to date with their former job and colleagues;
- 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.

7 Conditions to be considered for the scheme

7.1 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.

8 Difficulties in maintaining contact/Deferral of refresher training

8.1 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 and email account details for any contact prior to her/his return to work.

8.2 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 13).

9 Approval

9.1 Initial consideration of the the employment break will be by the employee's line manager but any approval must be by the Assistant Director or equivalent.

9.2 Approval criteria

9.3 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.

10 Procedure

10.1 Making an application

10.2 Applications for the scheme should be submitted, in writing, at least three months before the proposed start of the employment break. This letter should include:

- The reasons why the employment break is being requested;
- When the employee wishes to start the employment break;
- The proposed length of the employment break.

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

10.4 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.

10.5 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.

10.6 Deferment

10.7 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.

10.8 Duration of employment break

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

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

10.11 Rejected requests

10.12 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 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.

10.13 If the application is rejected then the specific reasons will be fully discussed with the employee.

10.14 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.

10.15 Appeals

10.16 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 colleague/TU representative.

10.17 The appeal should be attended by an HR Manager.

11 The agreement

11.1 The agreement will include the following:

11.2 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 attend up to 10 days training per year (except when alternative provisions exist – see paragraph 8.1);
- Provide and update the Trust with contact details in order that communication may be made with them as necessary;

- Agree to provide at least three months' notice of return if the planned return is prior to the agreed Ensure that he or she maintains their professional registration (e.g. HCPC) during the course of the break – this may include undertaking specified hours of clinical practise.
- 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 three months' notice when requesting an extension. A maximum of two extensions during an employment break will be allowed.

11.3 The Trust will:

- Agree a means of keeping-in-touch with employees and information that they will mutually communicate during the period of the break;
- Outline the requirements to employees for review or revision of the employment break;
- Outline the requirements for any refresher training/professional registration;
- 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 employment break;
- Inform employees that if their job is potentially put at risk due to organisational change then they will be consulted in regards to this change. If subsequently 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 any proposed change to a contract currently managed by the LAS;
- Detail the position regarding terms and conditions of service as they affect the employee including return to work at the equivalent salary level as the individual was on prior to the break reflecting any cost of living awarded during the break;
- Detail the effect of the break on entitlements related to length of service.

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

11.5 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.

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

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

11.8 Review Meetings

11.9 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.

12 Financial and other implications of the employment break scheme

12.1 Salary

12.2 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.

12.3 Service towards increments will not accrue during the period of the employment break. Incremental dates will be amended (either forwards or back) following the return from employment break, to ensure individuals accrue one year's service before being considered for progression to the next incremental point e.g. if an employee started the employment break forty days prior to an incremental date then the next incremental date would be forty days after his or her return from the employment break.

12.4 Other

12.5 The period of the break should count towards continuous employment for statutory purposes.

12.6 Other provisions depending upon length of service i.e. pensions, contractual redundancy payments, leave entitlements etc. will be suspended for the period of the break.

12.7 Annual leave, sick leave etc

12.8 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.

12.9 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.

12.10 Pensions

12.11 The paragraphs below outline the broad implications for pensions for members who wish to take an employment break. Employees are recommended to contact the Trust's Pensions' Department in the first instance or the NHS Pensions Agency for further information about their specific situation.

12.12 An Authorised Career Break will not count for pension purposes unless the member elects to pay pension contributions to purchase the amount of pension lost during the period of absence. Members who choose to continue to pay contributions to the scheme can do so for a period of six months.

12.13 During this six-month period, contributions also remain payable by the employer. The member can choose to extend the period for a further 18 months. However, if this option is taken, the member would be responsible for payment of both employee and employer contributions. Please note that contributions must be paid for the first six months in order to have the option to extend for a further 18 months.

12.14 Members who decide not to pay for lost pension during the period of authorised leave, the period will not count for pension purposes. The pension build up in their pension pot for that year will be lower.

12.15 If you are in your final year of membership in the Scheme and have membership before 1 April 2015, a lower final pay may affect your pension benefits.

12.16 On return to work, most people will be able to pay increased contributions to purchase Additional Pension (AP) in the scheme to help build up pension benefits lost in the period of non-contribution.

12.17 When you leave the scheme your pension will be revalued annually in line with increases in the Consumer Prices Index.

12.18 If you re-join the scheme within five years of leaving, we will revisit your pension pots and revalue them in line with CPI plus 1.5%.

12.19 If you were originally a member of either the NHS 1995 or 2008 sections of the NHS Pension Scheme you may, in some situations, return to your original section. For more information, please read the Guide to

the NHS 2015 scheme and the Guide for members who joined before 1 April 2015.

- 12.20 On return to work, most people will be able to pay increased contributions to purchase Additional Pension (AP) in the scheme to help build up pension benefits lost in the period of non-contribution.

13 Return from employment break

13.1 Training

- 13.2 The manager in liaison with HR should make arrangements for any necessary training on the employees return to work.

13.3 Occupational Health Checks

- 13.4 Depending upon the length of absence and nature of role the Trust may request that the employee has an occupational health check prior to his or her return to work.

13.5 Disclosure and Barring Service (DBS) Checks

- 13.6 Any employee whose post requires a DBS check may be required to undertake an update check prior to his or her return to work.

13.7 Forward planning

- 13.8 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.

14 Further information

- 14.1 Employees should contact their HR manager if they have any questions or require clarification regarding this Policy.

- 14.2 Information/assistance regarding pay and pensions is available from the LAS payroll department.

- 14.3 Further pensions information may be accessed via the NHS pensions website <http://www.nhsbsa.nhs.uk/pensions>

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

IMPLEMENTATION PLAN				
Intended Audience	For all LAS employees			
Dissemination	Available to all staff on the Pulse			
Communications	Revised Procedure to be announced in the RIB and a link provided to the document			
Training	Briefing provided to relevant HR staff.			
Monitoring:				
Aspect to be monitored	Frequency of monitoring AND Tool used	Individual/ team responsible for carrying out monitoring AND Committee/ group where results are reported	Committee/ group responsible for monitoring outcomes/ recommendations	How learning will take place
Numbers granted employment breaks.	Ongoing – HR database	HR managers	Workforce Committee	Via analysis of figures

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.*

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.

Ref. HR033	Title: Employment Break Policy	Page 13 of 14
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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.....