

Career Break Policy

Policy ID	HR36
Version	v1.0
Owner	Alison McQuillan
Approving Committee	Remuneration and Nominations Committee
Date agreed	29th July 2016
Next review date:	29 th July 2019

Version History

V.	Date	Status and/ or amendments
V1.0		First draft

EQUALITY STATEMENT

In applying this policy, Surrey Downs CCG 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.

EQUALITY ANALYSIS

This policy has been subject to an Equality Analysis, the outcome of which is recorded below.

		Yes, No or N/A	Comments
1.	Does the document/guidance affect one group less or more favourably than another on the basis of:	No	
	Gender (Men and Women)		
	Race (All Racial Groups)		
	Disability (Mental, Physical and Carers of Disabled people)		
	Religion or Belief		
	Sexual Orientation (Heterosexual, Homosexual and Bisexual)		
	Pregnancy and Maternity		
	Marital Status (Married and Civil Partnerships)		
	Transgender		
2.	Is there any evidence that some groups are affected differently?	No	
3.	If you have identified potential discrimination, are there any exceptions valid, legal and/or justifiable?	No	None identified

4.	Is the impact of the document/guidance likely to be negative?	No	
5.	If so, can the impact be avoided?	N/A	
6.	What alternative is there to achieving the document/guidance without the impact?	N/A	
7.	Can we reduce the impact by taking different action?	N/A	Monitor rejected applications and appeals to ensure no adverse impact to any of the protected characteristics.

For advice in respect of answering the above questions, please contact the Corporate Office, Surrey Downs CCG. If you have identified a potential discriminatory impact of this procedural document, please contact as above.

Names and Organisation of Individuals who carried out the Assessment	Date of the Assessment
Pollymarch Mather, Patient and Public Engagement Manager	20 th of July 2016
Surrey Downs CCG	

1. Policy Statement

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

2. Principles

- 2.1 For statutory purposes, the period of the break will count towards continuous employment, however all other terms and conditions of employment with Surrey Downs CCG will be suspended. The period of the career 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.

- 2.2 To qualify for a Career Break, employees must:-

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

- 2.3 Subject to business needs, applications will normally be approved 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.

- 2.4 The length of the career break will normally be for a minimum of 3 months up to a maximum of 5 years. More than one career 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.

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

- 2.6 Employees will be expected to maintain contact with their manager, and should inform Surrey Downs CCG of any changes to personal circumstances, i.e. change of home address.
- 2.7 Employees should also demonstrate their commitment to Surrey Downs CCG by:
- not undertaking any other paid employment with another employer during the career break except where, for example, work overseas or charitable work could broaden experience. In such circumstances written permission should be sought from Surrey Downs CCG prior to the start of the career break. Employees who may need to obtain employment to support themselves financially, for example whilst travelling abroad, may do so, but on a casual basis;
 - returning to Surrey Downs CCG on the agreed return date.
- 2.8 Employees considering a career break should be aware of the following:
- 2.8.1 **Annual Leave** – all accrued annual leave must be taken before commencement of the career 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 career break. On return to work, entitlement to annual leave would be the same as when the break started, and the period of the career break will not count as reckonable service for leave purposes.
- 2.8.2 **Trade Union Membership** – should an individual wish to continue their trade union membership during the break, they must make their own arrangements for subscriptions to be paid.
- 2.8.3 **Pay** – on return to work, employees would resume, for pay purposes, at the same pay point which had been reached at the time the career 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.
- 2.8.4 **Occupational Maternity Pay** – employees commencing a career 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 career break.
- 2.8.5 **Pensions** – an employee may choose to continue making contributions to the NHS Pension Scheme during a career break. The form at Appendix 2 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.

For the first 6 months contributions are payable, by both the employee and employer, as if the employee was at work.

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.

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.

Further information is available from the Pensions Officer, HR Adviser or the NHS Pensions website www.Organisation.nhs.uk/pensions.

- 2.8.6 **Long Service Award** – the term of the career break will not count towards qualifying service for the Long Service Award (if applicable)
- 2.8.7 **Company Property** – prior to an employee commencing a career break, where applicable, managers must ensure that appropriate arrangements have been made in respect of company property, i.e.
- Return of Surrey Downs CCG property, such as mobile telephones, lap tops, keys, etc.
- 2.8.8 **Applying for other Positions** – when on a career break, an employee is free to apply for other positions within Surrey Downs CCG. However, employees should note that, should they be successful, continuation of the career break cannot be guaranteed as it will depend upon the business needs and exigencies 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.
- 2.9 All records of applications and decisions will be kept on an employee's file and a record kept centrally in Human Resources, for a minimum of 12 months.

3. Procedure

- 3.1 Employees wishing to apply for a career break should complete the application form at Appendix 1, in conjunction with the authorising manager. Both the proposed commencement date and return to work date should be included.
- 3.2 Applications must be submitted to the authorising 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 authorising manager should

satisfy themselves that the individual has a clear commitment to continuing a career with Surrey Downs CCG, and that the reasons for requesting the break are valid.

- 3.3 Applicants will be notified in writing of the decision within 21 days of the date of submission of their application.
- 3.4 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).
- 3.5 Employees will be required to give written notification of their return to work. Where the career 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 career break must apply in writing, at least 2 months' before the agreed end, so that appropriate consideration can be given to an extension.
- 3.6 Where an employee returns to work within a year, they will return to the same post they held when the career 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.
- 3.7 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.

4. Monitoring & Review

This policy and procedure will be reviewed where necessary and if due to legislative change, this will happen immediately.

CAREER BREAK SCHEME – APPLICATION FORM

FULL NAME	BUSINESS UNIT
PERSONAL NUMBER	START DATE WITH THE ORGANISATION

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

I would like my career break to start on	
I would like to return to work on	
Reason for career 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 Career Break Scheme. I confirm that:

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

SIGNATURE OF EMPLOYEE	DATE
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To be completed by the Authorising Manager

I support / do not support this application for a career break from Surrey Downs CCG. 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)	

CAREER BREAK PENSION AGREEMENT

FULL NAME	FUNCTION/DEPARTMENT
ASSIGNMENT NUMBER	START DATE WITH THE ORGANISATION
START DATE OF CAREER BREAK	DATE OF RETURN TO WORK

I confirm that:

- I understand that I have the option to decide whether my career break should be pensionable for a period of up to two years;
- I understand that, should I decide that I would like my career break to be pensionable, I remain liable for monthly pension contributions for the period and that, for the first six months of the career break, I will pay my own contributions and that Surrey Downs CCG will continue to pay employer's contributions;
- I understand that, if I pay my contributions continuously for the first six months of the career 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 Surrey Downs CCG's contributions;
- I understand that contributions will be based on my normal earnings;
- I agree to make monthly payments to Surrey Downs CCG 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 career 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 career break as pensionable and undertake to pay monthly employee contributions via standing order/Direct Debit OR	
Option 3	I wish to treat my career 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 career 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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