

# Employment Break Policy

June 2023



[www.reading.gov.uk](http://www.reading.gov.uk)



**Reading**  
Borough Council  
Working better with you

<b>Document History</b>	
Version	1.0
Status	Reviewed and agreed by Trade Unions
Date	June 2023
Target audience	All employees of Reading Borough Council with the exception of schools-based staff for whom alternative procedures apply
Ratification	None
Author	HR Advisory Team

<b>Version control</b>	<b>Reviewers</b>
Version 1.0	Initial draft – June 2023
Version 1.1	Final version agreed with Joint Trade Unions on xxxx 2023 and approved by Personnel Committee on xxx 2023

# Table of Content

1. Objectives and scope .....	3
2. Background.....	3
3. Equal opportunity and equal pay considerations .....	3
4. Scope for additional payments .....	4
5. Making an application .....	5
6. Monitoring and evaluation.....	5

# 1. Introduction

- 1.1. Reading Borough Council is committed to equal opportunities and attaches great importance to securing, retaining and encouraging the return to work of skilled and motivated employees.
- 1.2. The Council will consider requests from employees for an Employment Break for domestic, education or other exceptional reason, for a period of between 12 and 23 months.
- 1.3. There is no entitlement to pay, annual leave or sick pay during the break. The Employment Break agreement as at Appendix 2 gives more details.
- 1.4. The employment break will be treated as a pause in the employment contract, but the employee's continuous service will be maintained during the break.
- 1.5. The Council's policies and joint agreements continue to apply during the break, unless they are specified as a variation in the attached agreement.
- 1.6. The scheme allows employees to keep up to date whilst on the break, maintain regular contact with their work colleagues/environment and develop skills and knowledge through work experience and/or training during the period.
- 1.7. The employee will be paid if they attend work or training.

# 2. Purpose

- 2.1. The purpose of the document is to provide the basis for a clear understanding of the Employment Break Scheme for the benefit of both the organisation and the employee who wishes to have a planned and agreed break from the workplace.

# 3. Scope and Eligibility

- 3.1. The Employment Break scheme will apply to all employees who have completed a minimum of 5 years' continuous service with the Council.
- 3.2. The scheme applies to full-time and part-time employees
- 3.3. When eligibility requirements are met, the line manager will need to weigh up a number of considerations before granting admission to the scheme:
  - That there are realistic expectations of managing the absence and return of the individual
  - How the Employment Break will benefit the authority

3.4. The reason for requesting the break may fall into one of the following categories:

- Domestic Care – time out to care for children or other dependants
- Educational – to complete or undertake a course of study to satisfy personal ambition and enhance knowledge
- Other exceptional reasons – for example, this could include opportunities for voluntary work

## **4. Application Process**

4.1. Employees who wish to apply for the scheme should speak to their line manager initially. A formal application should then be made using the appropriate application form (see appendix 1)

4.2. The manager should consider the request with how the post will be covered during the Employment Break. Options, which may be available, are temporary appointment, secondments, rearranging workloads and responsibilities of existing employees or reprioritising where practical. If these are not practical, then the manager may have to consider a replacement on a permanent basis

4.3. It is important that the Council's agreed procedures, for example, recruitment and selection and job evaluation are applied during this process

4.4. It is important to balance the needs of the employee with the needs of the service. The decisions as to whether or decline an individual application for an Employment Break rests with the appropriate Assistant Director

4.5. On commencement of the break, the employee will be asked to sign an agreement, which will apply for the duration of the break (see appendix 2)

4.6. Managers should make positive efforts to allow employees who wish to take a break to do so. Refusal must be based on sound, objective reasons. If an employee feels that their request has been unfairly refused, they can appeal the decision to their Assistant Director whose decision will be final

## **5. Keeping in touch**

5.1. Although an employee cannot be forced to do any work for the Council during the break, there may be times when the employee will be asked if they are prepared to work. The purpose of this will be to ensure that the employee acquires, maintains or updates skills and knowledge that will facilitate their return to work. The period of work will be agreed between the employee and their manager. The employee's usual hourly rate will apply in this case.

- 5.2. Whilst on a break an employee will not gain any increments, but their pay (the hourly rate if they have to do any work) will have increased as per pay nationally agreed pay rise.
- 5.3. The manager and employee should arrange to keep in contact while the employee is on an Employment Break.
- 5.4. Employees taking part in the scheme will receive relevant documents from their manager, as they would if they were working.

## **6. Responsibilities of the Employee**

- 6.1. Employees who take a break must advise their line manager and HR of any change of circumstance, for example, change of address
- 6.2. The employee may be required to meet with their line manager on an annual basis. The purpose of this meeting will be to review the break and confirm the employee's intention to return at the agreed date. This will also provide an opportunity to consider any changes in circumstance as either side.
- 6.3. The employee must advise their line manager of any changes that may have implications for their returning to the workplace at the agreed date.
- 6.4. The employee must provide three months' notice of their intention to return to work on the agreed date. This will help to ensure that arrangements are in place for the employee's return.
- 6.5. The employee must not undertake any paid employment during the period of the break unless this has been expressly agreed with the Assistant Director.
- 6.6. Employees should ensure that they are familiar with the terms of the Code of Conduct in relation to additional/alternative employment, and the Employment Stability Agreement in relation to organisational change and redeployment.

## **7. Responsibilities of the Council**

- 7.1. The line manager will ensure that they send relevant documents to the employee, from time to time. If required, the line manager will arrange to meet the employee annually during the break.
- 7.2. Where, during the Employment break, the employee's substantive post is subject to change, the employee will be consulted. The line manager will apply the principles contained within the Employment Stability Agreement.

## 8. Return to Work

- 8.1. Employees returning to work after an Employment break should give a minimum of three months' notice of their intention to return to work to the line manager and HR.
- 8.2. As far as is reasonably practicable, the Council will ensure that the employee returns to their former post when returning to work after the break. Where this is not reasonably practicable, the employee will be redeployed under the terms of the Employment Stability Agreement.
- 8.3. Should a returning employee have undertaken studies during their Employment break, gaining additional qualifications, the manager will need to review this within their job description to take into consideration if a gateway has been passed and acted upon in accordance with the job description pay progression criteria.
- 8.4. If an employee wishes to return to employment **before** the end of their employment break, they must give at least three months' notice in writing. In these circumstances, if their post or a suitable alternative is not available, the employment break will continue.
- 8.5. Should a returning employee have gained additional qualifications whilst on an Employment break which would progress their career within Reading Borough Council. The manager will support the employee in future applications where possible.
- 8.6. Should an employee choose not to return after the Employment break, they are required to talk with their line manager in the first instance and then formally resign via ESS. Full details can be found in the following link [ESS how to resign](#)

## 9. Monitoring and Review

- 9.1. The Employment Break scheme will be monitored to provide the following information:
  - the numbers of those applying and those currently on Employment Breaks
  - the reason for the Employment Break
  - feedback from users and managers on the effectiveness of the break

Application for an Employment Break

Employee / Post Details – Part 1			
Full Name -----			
Length of Service with the Council -----			
Post title -----		Grade of Post -----	
Career record with the Council to date:			
<u>Directorate</u>	<u>Post title</u>	<u>Grade</u>	<u>Dates Employed</u>
Current Salary -----			
Please state reason and details of the request:			
a) Domestic			
b) Educational			
c) Other reason			
If your application is on grounds of Paternity:			
Your expected date of confinement -----			
Your likely date of commencement of Paternity leave-----			
Period of Employment Break			
Start Date -----anticipated return date-----			

**Please forward this form to your line manager**



Line Manager's Recommendation – Part 2

This application has been discussed with the employee

Application approved      Yes                  No

State reasons

**Please forward to the relevant Assistant Director**

Authorisation – Part 3

I have considered the application and it is approved / is not approved

**\*delete as appropriate**

Comments:



## EMPLOYMENT BREAK AGREEMENT

## VARIATION TO MAIN TERMS AND CONDITIONS OF EMPLOYMENT

<b>EMPLOYEE NAME (‘THE EMPLOYEE’):</b>	
<b>JOB TITLE:</b>	
<b>DIRECTORATE:</b>	
<b>EMPLOYMENT BREAK COMMENCEMENT DATE:</b>	
<b>PERIOD OF BREAK:</b>	
<b>RETURN TO WORK DATE:</b>	
<b>TERMINATION OF EMPLOYMENT BREAK:</b>	<p><u>By the employee:</u> 3 months’ notice to terminate the Employment Break at any time (and return to work) is required. Notice of termination of employment (resignation or retirement at any time <b>within</b> the period of the employment break) remains in accordance with the contract of employment. The employee will be required to return to work out the contractual period of notice, unless this requirement is waived, in full or in part, by the Assistant Director (in which case employment will end and there will be no entitlement to pay in lieu of notice).</p> <p><u>By the employer:</u> The Council can only terminate the break before the agreed end of the term through redundancy, dismissal or negotiation of an early return to work. All of these will be subject to the Council’s current policies, procedures and joint agreements. Contractual notice will be required (except in the case of summary dismissal as part of a disciplinary process), and the employee will be entitled to normal pay for the period of notice (either worked or paid in lieu as determined by the Assistant Director).</p>

<b>REMUNERATION:</b>	There is no entitlement to any salary during the break except on occasions when this is to fulfil work requirements (see below).
<b>WORK REQUIREMENTS:</b>	The employee will not be compelled to do any work for the Council, other than as part of a legal process where their presence is required as a witness, or within a final period of notice to terminate employment by resignation or retirement. The employee's usual hourly rate will apply if work is performed.
<b>CONTINUOUS SERVICE:</b>	<p>The Employment Break will be treated as a temporary pause to the employment contract. Continuity of service is maintained for employment and statutory conditions of service and other provisions, for example, redundancy and unfair dismissal.</p> <p>Where, during the employment break, the employee's substantive post is subject to change, the employee will be consulted in the same way as if they were at work. The principles contained within the Employment Stability Agreement must be applied for consultation, redeployment and redundancy purposes.</p>
<b>POLICIES AND JOINT AGREEMENTS:</b>	Policies and Joint Agreements continue to apply for the duration of the employment break, whilst the employee retains a contract of employment with Reading Borough Council. Policies and Joint Agreements that are suspended for the duration of the employment break are specified in this variation.
<b>SICK PAY / ANNUAL LEAVE:</b>	These entitlements do not accrue during the period of the break. However, on returning to work, previous continuous service will be counted towards annual leave and sick pay entitlements. Individuals who fall sick during an employment break will not be entitled to occupational sick pay. Further advice regarding benefits whilst sick should be sought from the Department for Work and Pensions.
<b>PENSION:</b>	The actual period of the employment break will not count towards the employee's overall pensionable service. When the employee returns to work after a break, pensionable service either side of the employment break will be considered for aggregation. Employees wishing to "buy back" pension service should contact the Pensions Service direct.

<b>CAR LOAN:</b>	Employees who have a salary sacrifice car (from Tusker) will be asked to terminate the contract, at their own cost.
<b>MATERNITY / ADOPTION / PARENTAL LEAVE:</b>	There will be no entitlement to occupational maternity pay during the period of the break. Statutory Maternity Pay may be applicable. A break may be granted in addition to a period of Adoption or Parental leave. Employees should contact HR in these circumstances.
<b>ALTERNATIVE OR OUTSIDE EMPLOYMENT:</b>	<p>Any request or intention to take up paid alternative employment during the period of an employment break must be discussed and expressly agreed with the employee's Assistant Director.</p> <p>Employees should observe the guidance contained within the Code of Conduct and the same approach to alternative / outside employment will be followed.</p>
<b>MAINTAINING CONTACT:</b>	It is in all parties' interests to maintain contact for the duration of the employment break. The nature and frequency of this contact must be a matter for prior agreement between the employee and the line manager.
<b>RETURN TO WORK:</b>	The employee will need to give not less than 3 months' notice of their confirmed intention to return to work at the end of the agreed term of the employment break. Wherever possible the employee will return to work in their substantive post, but where this is not possible the principles contained within the Employment Stability Agreement must be applied <b>at the time that any changes are contemplated.</b>
<b>EXTENSIONS AND VARIATIONS:</b>	Arrangements for extensions and variations to employment breaks (if requested by the employee) must be reviewed by the line manager and approved by the relevant Assistant Director. Any agreed extension of an employment break will require the employee entering into a new agreement.
<b>POLITICALLY RESTRICTED POSTS:</b>	If the employee's post is 'Politically Restricted', the provisions of the relevant legislation will continue to apply for the duration of the employment break.
<b>COUNCIL PROPERTY / EQUIPMENT:</b>	Property of the Council, for example, ID pass, keys, computer hardware/software or documents, should be returned during the period of the break.

I accept this notice as a variation to my terms and conditions of employment with Reading Borough Council.

I agree to abide by the requirements set out above and as additionally agreed with my line manager.

Signed: ..... Date: .....

Assistant Director:

Signed: ..... Date: .....

Name: .....

## EMPLOYMENT BREAK SCHEME POLICY

Agreed between the Council and the recognised trades unions.

Signed:

---

Kathryn Cook	Assistant Director for HR and Organisational Development
--------------	--

---

Miriam Palfrey	Staff Side and Branch Secretary for Unison
----------------	--

---

Kieran Magee	Joint Shop Stewards Committee and Branch Secretary/Convenor for Unite
--------------	---

---

Alison McNamara	Education & Community Unions Panel and Branch Secretary for the National Education Union (NEU)
-----------------	--

---

Robert Stirling	Convenor for GMB
-----------------	------------------