# Work Life Balance (incorporating Career Break Scheme) Policy and Procedure

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1 INTRODUCTION

Croydon Health Services NHS Trust (hereafter referred to as the Trust) is committed to the NHS ‘Improving Working Lives Standard, which requires all NHS organisations to demonstrate their commitment to improving the working lives of their employees. One of the main elements of this Standard is a focus on a commitment to flexible working practices and it is this that links directly to the Trust’s ‘Work Life Balance Policy’.

Work Life Balance is about finding a satisfactory balance between working life and home life. In today’s society more and more people are trying to either continue to or return to work whilst also managing their external responsibilities. It is recognised that promoting and implementing flexible working practices can be mutually beneficial for both the organisation and the individual employee.

This policy describes the range of flexible working options that the Trust may be able to offer in order to give both staff and the Trust the scope and flexibility to make arrangements for the changing demands of a 24 hour, 365 day a year service. The main beneficiaries will be patients and other service users, who should have increased access to treatment and care from staff who are motivated in their work.

This policy should be read in conjunction with other policies including:

- Family Leave Policy (covering Maternity, Paternity and Parental Leave)
- Special Leave Policy (covering carer’s leave, domestic/household leave, compassionate leave)
- Working from Home Policy
- Lone Worker Policy
- Patient Promises and Here for You Standards
- Stress at Work Policy
- Retirement Policy
- Equality and Diversity Policy
- Annual Leave Policy
- Health and Well-being Strategy

2 PURPOSE

The Trust acknowledges the need to be responsive to the changing needs of our workforce now and in the future. Achieving the best balance between home and work is not always easy and family commitments often mean that our highly skilled and competent employees are not able to continue with their careers. Not only does this mean the loss of a valuable colleague’s contribution, but we also then have need to recruit and train new staff which can have a considerable drain on resources and may impact on our ability to provide excellence in patient care.

We want to enable our staff to balance personal interests, family and work more effectively. We also believe that our ability to attract and retain high calibre staff will be enhanced by the fact that we offer terms and conditions of employment best suited to individual circumstances and priorities in line with business needs.
Our first and foremost aim must always be to meet our service needs in line with the Trust Patient Promises and Here for you Standards and financial accountabilities. Members of staff have the right to ask for changes in working patterns and employers have the responsibility of considering the request carefully. However, members of staff do not have an automatic legal right to change the way they work and Managers must ensure that they always consider the impact on the service when considering a request for flexible working patterns. All flexible working agreements must be reviewed annually in line with the needs of the service, including all existing agreements.

Managers and individual members of staff should bear in mind the following principles when considering a request for a more flexible working arrangement:

- The Trust is committed to being as accommodating as practicable in responding to all such requests in order to provide a service whilst adhering to the Patient Promises and Here for you Standards
- Service delivery and quality standards, including skill mix, health & safety and legislative requirements, must not be compromised
- The appropriate manager should consult colleagues and staff that may be affected by the requested change before a decision is confirmed. A flexible work arrangement for one should not be to the detriment or inconvenience of other colleagues or that of the service
- Flexible working arrangements must be reciprocal and beneficial to both the individual and the Trust
- Contractual changes to terms and conditions of service can only be agreed following careful consideration of the implications and proper understanding of the individual’s circumstances
- Pay and benefits need to be adjusted on a pro-rata basis to changes in the hours worked, and the effects of the proposed change fully explained and agreed with the individual.

2.1 Scope

This document applies to all NHS staff employed by the Trust and will be applied consistently and equitably to all staff.

3 DEFINITIONS

The Law on Flexible Working - In April 2003 the Employment Act introduced the right for parents of young and disabled children to apply to work flexibly. The Work and Families Act 2006 also introduced in April 2007 a new right for carers of adults. An application to work flexibly can cover:

- hours of work,
- times of work,
- place of work (as between home and place of business only)

The applicant making a request for flexible working must be an employee with the Trust and have worked for more than 26 weeks continuously at the date that the application is made and not have made another application to work flexibly under the right during the past 12 months. The employee must:

- have a child 16 and under (disabled child under 18) and to have or expect to have parental responsibility for the child for example are the parent / guardian / special guardian / foster parent / private foster carer or as the holder of a residence order or the spouse, partner or civil partner of one of these and are applying to care for the child
- are a carer who cares, or expects to be caring for an adult who is a spouse, partner, civil partner or relative; or who although not related to you, lives at the same address as you
Employees can also apply to work flexibly to look after a relative. This definition covers parents, parent-in-law, adult child, adopted adult child, siblings (including those who are in-laws), uncles, aunts, grandparents or step-relatives.

A request for flexible working must be considered by the manager. When considering a request to change an existing working pattern the following considerations may be helpful:

- Can the service continue to fulfil the commitment of the Patient Promises and the Here for you Standards?
- Can the change be accommodated in line with the needs of the service?
- Will patient care and safety be compromised?
- Will it help to retain staff?
- Will it attract staff into areas of shortage?
- Will it help build a more diverse range of skills within the team?
- Will it help balance staffing levels and activity levels more efficiently?
- Will it improve morale?
- Will it help reduce sickness absence rates?
- Will it enable staff to extend their working careers?
- Does it meet the standards of a responsible employer?

Applications for flexible working arrangements can be refused only for the following reasons:

- Burden of additional costs
- Detrimental effect on ability to meet patient needs / service demands
- Inability to reorganise work among existing staff
- Inability to recruit additional staff
- Detrimental impact on quality
- Insufficiency of work during the periods the employee proposes to work
- Planned structural changes

4 ACCOUNTABILITIES AND RESPONSIBILITIES

4.1 Staff Responsibilities

If you wish to approach your manager to request a flexible working option you should ensure that you follow the procedure outlined below:

- Consider the practical implications of your request and how your department/ward would cope with this. In considering a request for flexible working option, think about the implications for your request on the skill mix and team structure of your ward/department.

- Complete the Application Form (Appendix C) ensuring that you put as much detail about your requirements as possible. This application form should be given to your line manager and it is also recommended that you keep a copy of this.

- You will then be invited to attend a meeting to discuss your request with your manager within 28 days of receipt of your request. You are entitled to be represented at this meeting by a work colleague or a trade union representative.

- Following this meeting your manager will consider your request. Your manager must confirm in writing, the outcome and the reasons as to why decisions have been made with any conditions if applicable, within 14 days of the meeting being held.
If you do not receive a formal response (in writing) from your manager within the agreed timeframe you may choose to take your request to the next level of manager in your department/ward. This should be made in writing, outlining the details.

If your request is agreed and this involves a change to your contract of employment your manager will forward a T3 form to payroll, once an effective date has been mutually agreed and you will be issued with an addendum to contract. It should be noted that payroll have tight deadline dates to process changes and it maybe that the changes to your contract of employment may not be processed immediately, but every effort will be made to ensure that changes are made and overpayment / underpayment is avoided.

It may be necessary for operational reasons to refuse a request as outlined in section 3.

Should you believe the refusal or outcome of your request does not reflect the spirit of the policy, you have the right to appeal this decision to the next level of manager in your department. This must be in writing, detailing the grounds for your appeal and sent within 15 days from the date of the formal response from your manager.

An appeal meeting will then be arranged within 14 days of receipt of the appeal, where you will be entitled to be accompanied by a work colleague or trade union representative. HR Advisor/Business Partner will also be present supporting the manager hearing the appeal. The outcome of the appeal will be put in writing.

If your request is refused and/or your appeal was unsuccessful no further request for a flexible working option may be made for a period of 12 months, from the date of the previous application.

You may need to consider the possibility of moving to another area of the Trust, if this is possible, where your desired work pattern may be better accommodated. This can be facilitated by applying for vacancies in line with the Trust’s recruitment and selection process.

All staff making a request to alter their working hours should remember that their managers must consider the needs of the service and the department as a whole, and as such they may not always be able to accommodate a request, although s/he will do all that is reasonable to do so.

4.2 Managers Responsibilities

If a member of your team approaches you with a request to work more flexibly, you must:-

Discuss their initial request with them, and remind them to read the policy and complete the Application Form (Appendix C)

Once you have received the Application Form you should arrange a meeting with your member of staff in which to discuss the request formally. This meeting must take place within 28 days of receipt of the formal request. The member of staff is entitled to be represented at this meeting by a work colleague or a trade union representative.

Once you have meet with the member of staff you should consult with relevant colleagues, including other team members who may be affected by the potential change so that you are fully aware of the implications of the proposed change requested. You should also ensure that you seek advice from your Human Resources Advisor/Business Partner on all decisions relating to flexible working options.
When you are considering how best to accommodate the request without impairing service standards you should assess the points raised in section 3 above as well as:

a) The responsibilities and tasks, which make up the post and the time they take

b) The knowledge and skills required to carry them out

c) The general responsibilities of the post, for example management responsibilities, relationships with external and internal requirements of users

d) The peaks and troughs of the work and the resources of the team

Each request must be judged on its merits and prevailing circumstances, whilst considering the need to be responsive to individual requirements, whilst taking into account the overall needs of the team and the service.

Your decision should be confirmed to the individual in writing within 14 days of the meeting. Where you have refused the request the reasons for this should be explained in full (in addition you may wish to consult a member of the HR team). You must also inform the employee that they have the right to appeal against the refusal if it is lodged within 15 days of the date of the letter. Appeals must be lodged with the manager’s line manager.

The manager arranging the appeal meeting must ensure that this is done within 14 days of receipt of the appeal and that the member of staff is entitled to be represented by a colleague or trade union representative. It is recommended that the manager is supported by HR Advisor / Business Partner at this meeting. The outcome of this meeting must be put in writing within 14 days of the appeal hearing.

If you are able to agree to the flexible working option and it involves a contractual change you must ensure that you complete a T3 form and forward this to payroll. It should be noted that payroll have tight deadline dates to process changes and it maybe that the changes to your contract of employment may not be processed immediately, but every effort will be made to ensure that changes are made and overpayment / underpayment is avoided.

Requests may be declined where they cannot reasonably be met. However, it would not be within the spirit of this policy if your only concern was that whilst you could accommodate one request, you could not necessarily accommodate others of a similar nature in the future. Each case must be considered according to the existing circumstances.

Managers may consider a trial period to see if this meets the needs of the service.

If a request is refused and/or an appeal was unsuccessful no further request for a flexible working option may be made for a period of 12 months, from the date of the previous application.

Managers must ensure that they keep records of all requests made by staff for flexible working options and that the application forms are kept in the employee’s personal file. A copy of this application form and the outcome to this should also be sent to your Human Resources Advisor in order for this policy to be monitored.

4.3 Human Resources Responsibilities

Human Resources Advisors / Business Partners are responsible for providing advice and support to both staff and managers on the options that are available in terms of flexible working.
Managers may request that a Human Resources representative is present at meetings with staff in order to answer any questions that may arise from requests.

Human Resources Advisors / Business Partners can also provide training to managers on the Work Life Balance (incorporating Career Break Scheme) Policy and Procedure.

Human Resources Advisors are also responsible for monitoring this policy and as such copies of all applications for Flexible working or a Career break should be forwarded to the Human Resources Department.

5 FLEXIBLE WORKING PRACTICES

5.1 Staggered Working Hours

Definition

Employees in the same workplace have different start, finish and break times, often as a way of covering longer opening hours. For example, working from 10am – 6pm rather than from 9am – 5pm, therefore the specific start and finish times are mutually agreed in line with service needs.

Working hours may be staggered on a permanent or temporary basis, throughout the week or just on one or two days of the week. Staggered working hours is not part-time working, and the full-time contracted hours for the post must be worked over the week.

Points to be considered

- Agreement with the line manager must be sought in advance and actual timings need to be defined to ensure that service needs are met in full.

- A trial period to see if the arrangement for flexible working meets the service needs following a review.

- Allows for greater coverage of the working day by the department, and provides flexibility for the individual.

- Minimum rest breaks must be taken during the working day according to Trust policy and in line with Working Time Directive; workers are entitled to a rest break of 20 minutes if working six hours or more. This should be an uninterrupted period and be taken during your working hours, not at the beginning or end.

- Staggered Hours cannot apply to staff that are rostered, but only to those who work a "standard" week, and who are not required to handover to an oncoming shift.

- Are there any particular health & safety or security issues which need to be considered when working outside of the 'normal hours'?

Impact on pay and benefits

Pay and benefits may be affected if the agreed working hours fall in line with unsocial hours or over the weekend / bank holiday. Otherwise pay and benefits are based on the full-time hours for the job. Annual leave should be deducted in hours.
5.2 Compressed Working Hours

Definition

Compressed working hours refers to where an employee’s work their total agreed hours over fewer working days for example a 5 day week is compressed into 4 days.

This arrangement can also apply whereby staff work their fortnightly hours over 9 days rather than the standard 10 days.

Points to be considered

- This arrangement can benefit staff that may have a specific external commitment outside of work on one day such as caring for a relative, who may not wish to reduce their hours.
- The service can benefit because the staff member provides cover for a longer stretch of time in the day.
- This option is only suitable whereby the role of the employee allows their work to be done earlier or later in the day than the standard working hours.
- Managers must also consider if the service can be adequately covered when the employee is not in.
- Employee’s must also ensure that they continue to take adequate rest breaks during the day when they are working longer hours in accordance with the Work Time Directive (as outlined in section 5.1)

Impact on pay and benefits

Pay and benefits are not affected on the basis that the full-time hours for the job are still worked but the pattern of working hours is split differently across either a week or a 2 week period. Annual leave should be deducted in hours.

5.3 Flexi-time

Definition

Flexi time allows staff to vary their actual working hours outside certain core times of the day. Usually this means staff can vary their start and finish times to suit domestic circumstances, travel arrangements or for work reasons. Staff can build up a debit or credit of hours worked within each period.

However it is not the intention of this type of scheme to allow staff simply to accumulate additional time off, it should be to allow staff to work more flexibly. Limits are therefore set for how many debit or credit hours can be accrued to be discussed and agreed with the line manager in terms of local arrangements.

Variations in flexi-time include – time off in lieu must be agreed with line managers to take time off at a mutually convenient time to make up for extra hours worked that does not have an adverse impact on service delivery.
Points to be considered

- Core hours need to be set for the area or department, while the remainder of the hours can be worked in accordance with demand or outside responsibilities.
- Records need to be kept of hours worked and time taken back.
- There may be competition for time off, for example on Friday's, during school holidays or during the summer.
- Ensure that there is sufficient management time available to supervise the scheme and to deal with requests.

Impact on pay and benefits

Pay and benefits are not affected on the basis that the contracted hours for the job are worked.

5.4 Part-time working

Definition

An employee is contracted to work less than the full-time hours. Staff may request part-time working for a variety of reasons including caring responsibilities for a child or elderly relative or health reasons.

Points to be considered

- Has the appropriate funding or service need been identified?
- How many working hours a week are required for the post?
- If part-time working is agreed how will the remainder of the hours/work be covered?
- How should the hours be worked?
- Does the agreement require flexibility in terms of hours/days worked?
- What happens if additional hours are required? Is payment made or is time off in lieu given?
- Are there any special overlaps required between the part-time postholder and others or to cover busy periods

Impact on pay and benefits

Salary and all pay related benefits are reduced pro-rata to the full-time entitlement, e.g.:-
- Salary
- Pension
- Redundancy Pay
- Annual Leave
- Special Leave / Pay
- Sick Pay
- Maternity / Paternity Leave / Pay
5.5 Job Share

Definition

Typically, two people share the work normally done by one employee. This arrangement has the constraint that if one party to the job share leaves the employment of the second party is affected.

It is a particular form of part-time working in which the individuals agree to work together in agreement with line manager, to cover a full-time post in a seamless manner. It is useful in opening up posts for part-time employment where this would otherwise be impractical, such as where a post is unique or at a senior level.

In a job share, both parties are contracted as inter-dependent partners. This means that if one wishes to leave and a replacement cannot be found to cover the remaining hours, the contract of the remaining job sharer may be terminated if no other part-time or alternative job share post can be found.

Communication, co-operation and co-ordination between job sharers must be of a high order as performance is assessed on the combined contribution rather on individual input and effort.

Points to be considered

The following points should be considered to establish whether a role is suitable for job share:-

- Can the duties and responsibilities be clearly defined and measured for each person?
- If the role requires a broad range of skills, would two people provide those skills between them?
- Would the role benefit from longer than the normal full-time working hours per week?
- Accountabilities for each “job-sharer” will need to be clearly defined.
- If the job share includes shift work or on call duties the job sharers are expected to share these duties in an equitable way.

The split of the job share should be agreed by all parties in line with the needs of the service; for example; either a split day where one partner works in the mornings and one in the afternoon or a split week whereby each partner does two and an half days of work in the week. Another option would be that one partner works two days one week and three days the next and this is then alternated the following week to ensure both partners cover the same hours over the fortnight. Other arrangements may be considered but it must always be understood that as a job share the hours must be as even as possible between the two partners. A split where one partner would be responsible for the majority of the hours cannot usually be considered as this may cause difficulties in recruiting to the other role.

When one job share partner leaves, the Trust will try to continue the job share agreement by attempting to recruit a new partner and this vacancy and will advertise in line with Trust Policy. It may be necessary for the hours of the partnership to be renegotiated in order to accommodate the needs of the new partner. If no suitable replacement can be found within 3 months the following procedure will apply:-
• The role should be offered on a full time or increased hours to meet the service needs to the remaining ‘job sharer’
• If the ‘job sharer’ chooses not to do this they will then be given the option to transferring to any suitable vacant part time post in the Trust, subject to a post of a similar nature which can accommodate the existing job share hours being available. Alternative employment will be sought in line with the recruitment and selection procedures of the Trust.
• If a suitable alternative role cannot be found the contract of the remaining job share partner will be terminated.

Impact on pay and benefits

Salary and all pay related benefits are reduced pro-rata to the full-time entitlement, e.g.:-

• Salary
• Pension
• Redundancy Pay
• Annual Leave
• Special Leave / Pay
• Sick Pay
• Maternity / Paternity Leave / Pay

5.6 Temporarily reduced working hours

Definition

An arrangement which enables employees to work reduced hours for a specified period of time to deal with “special circumstances”. This could include a family or personal emergency, or to undertake a particular course of training or development in agreement with service needs.

An employee would be able to temporarily reduce his/her working hours for up to a period of one year. The length of time agreed would vary depending on individual circumstances. An employee could thus reduce their hours by a daily amount of time or by a weekly amount i.e. could work short days or a short week.

Points to be considered

• Could service needs be covered without unreasonable additional cost?
• What is the impact on the rest of the team?
• Arrangements must be agreed in writing between employee and manager before changes to working hours were implemented.
• Flexibility should be shown in the event of a crisis over which the employee has little or no control. For example as outlined in the Trust’s Special Leave Policy.

Impact on pay and benefits

Salary and all pay related benefits are reduced pro-rata to the full-time entitlement for the length of the period that the staff member will be working reduced hours. This will include:-

• Salary
• Pension
• Redundancy Pay
• Annual Leave
• Special Leave / Pay
• Sick Pay
• Maternity / Paternity Leave / Pay

The following benefits are not necessarily subject to direct proportionate adjustment because they are calculated over a timescale which may include a period of normal working:

• Pension (calculated on best of last 3 years of retirement date)
• Redundancy Pay

However staff may wish to speak to their HR Advisor or payroll for further clarification on this.

5.7 Annualised Hours

Definition

A contract in which the hours of work are spread unevenly through the year, with fewer hours worked at certain times, for example during the school holiday periods.

Full time hours or part time hours can be worked on an annualised hours contract

Points to be considered

Before an agreement with an employee can be finalised, the following points need to be considered and agreed:

• Does the role show a peak and trough pattern which would lend itself to annual hours working without an adverse effect on service needs?

• Can the service accommodate or adapt to lengthy periods of absence, e.g. during school holidays? What maximum period of absence could the service/department tolerate?

• How would the working pattern be arranged, e.g. Number of hours per day, week, month to be worked etc.

• Salary is paid over 12 equal monthly instalments with a recovery clause for any overpayment if individual leaves before completing the contracted hours for the period.

• Will I need to recruit another person to cover the job during the remainder of the year? If so, could cover be provided by existing, temporary or trainee staff?

• Will I incur any additional costs by covering absent periods with premium attracting staff?

• It may be possible to work full-time hours over a period of less than 12 months, but great care must be taken that your working pattern does not contravene the meal/rest breaks or the rules of the Working Time Directive.

• Annual leave is calculated on the basis of an annual entitlement calculated in hours (see Annual Leave Policy)
Impact on pay and benefits

If you work full time hours for the post over the year your pay and benefits are not affected. However, if you do not work the full time hours for the post, salary and all pay related benefits are reduced, pro-rata to the full-time entitlement, For example;

- Salary
- Pension
- Redundancy Pay
- Annual Leave
- Special Leave / Pay
- Sick Pay
- Maternity / Paternity Leave / Pay

5.8 Term Time Working

Definition

Staff contracted to work during the school term only usually work 39 weeks of the year. Normally there is no requirement for work during the school holidays, although in exceptional circumstances staff may be asked to work during part of a holiday break if service needs require it. Applicants requesting term time working must have a child of 16 years old or under or disabled child under 18.

Staff remain on a continuous contract with the Trust, salary and annual leave are paid proportionately to the number of weeks worked throughout the year, paid in twelve equal instalments.

Refer to the Annual Leave Policy for further guidance regarding leave for term time only staff.

Points to be considered

Many of the points that need to be considered also apply to Annualised Hours - please refer to Section 5.7 above. In addition you should consider the following:-

- Absence during holidays is planned however it may be difficult to get cover during peak holiday times
- Term time working arrangements should normally commence at the beginning of a school term.
- If both parents are employed by the Trust they may both apply for term time working and this needs to be considered in line with business needs of the service

Impact on pay and benefits

Entitlement to annual leave and public holidays will be pro rata to that of a full-time employee and related to the number of weeks actually worked and will be taken in the school holidays.

All pay related benefits are reduced pro-rata to the full-time entitlement, e.g.:-

- Salary
- Pension
- Redundancy Pay
- Special Leave / Pay
• Sick Pay
• Maternity / Paternity Leave / Pay

If an employee decides to move to full time or part time work and no longer require term time working, it should be discussed with Payroll. There may be pay implications to be recovered or owed, as stated above, pay is apportioned over a 12 month period from when term time contract commenced.

5.9 Working from Home

Definition

Occasional/Temporary Home Working

All applications to work from home must comply with the requirements and must be agreed with your line manager.

There are circumstances where it can be more effective for staff to work from home from time to time, for example:

1. Where staff spends part of the day on Trust business at some distance from their base and can make better use of time by working from home before and/or after the meeting rather than travelling to and from their base at the start and/or end of the day.

2. Where a specific piece of work can be more efficiently undertaken at home without disturbance (e.g. writing a complex paper in a short timescale).

3. Where staff is physically unable to get to work but are physically and mentally capable of working (e.g. transport breakdown).

The above examples in no way represent hard and fast rules and it is up to the line manager to agree with the member of staff a solution, which as far as possible is in the best interests of both the Trust and the member of staff.

Points to be considered

Before an agreement with the employee can be finalised the following points need to be considered and agreed upon:-

• Occasional/Temporary Home Working may be considered where a specific job can be undertaken at home and where there is clarity around what will be accomplished.

• Contracted Home Working should not be considered if the job involves constant personal interaction with colleagues/patients.

• Contracted Home Working can be considered if an employee is able to complete tasks on a regular basis either at home or in the office. These must be agreed in advance.

• An employee on Contracted Home Working must be flexible to attend the Trust’s offices for essential keeping in touch with colleagues, and any training or development courses required.

• Occasional/ Contracted Home Working employees will be subject to the same performance measures, processes and objectives that apply to office based employees.
• Additional costs must not be incurred by the Trust as a consequence of either Occasional/Temporary or Contracted Home Working arrangements.

• The Trust reserves the right to terminate a Contracted Home Working agreement if service is adversely affected or the needs of the Trust/service changes, subject to an agreed notice period.

• Staff must meet security; data protection assessment and health and safety requirements before an agreement to working from can be agreed.

**Impact on pay and benefits**

Pay and benefits are not affected on the basis that the contracted hours for the post are worked.

For staff required to work from home on a regular basis please refer to the Trust Working from Home Policy.

**5.10 Self Rostering**

**Definition**

Self rostering means agreeing the staffing levels and skill mix required at any time in the day, then giving staff the ability to schedule their working day collectively to meet these requirements. This ‘bottom-up’ approach to scheduling work allows staff more control over the pattern of their working week and can help staff to feel differently about their role. Self rostering must be approved by the line manager and meet the needs of the service.

Staff put forward the times they would like to work and times they would like to protect away from work. This information is then used to compile shift patterns that match individual preferences as closely as possible, whilst maintaining agreed levels of cover at all times.

**Points to be considered**

• Staff can opt for fewer, longer shifts where appropriate (within the requirements of the Working Time Directive) i.e. some wards/units may offer 12 hour shifts

• The setting up of the process enables a review of the staff resources/care needs

• Self rostering can improve retention and can reduce reliance on bank and agency staff

• For some staff, fixed and unvarying shift patterns are necessary because of existing arrangements for travel, childcare etc. These needs have to be taken into account

• Where there are shortages of key staff, flexibility can be restricted

• The issue of handovers may be difficult to resolve

• Consideration to be given to other staff in agreeing shift times in line with the Trust Equality and Diversity principals
Impact on pay & benefits

There may be earnings issues around unsocial hours working and working over weekend / bank holidays.

5.11 Career Break

Definition

A career break is an extended period of authorised unpaid leave (usually between 3 months and 5 years). The scheme is open to all staff that have had at least one year’s continuous service.

The career break scheme is a means of managing the relationship between the Trust and employees during periods when employees want to take a break from their regular work. Throughout the duration of the career break, links are maintained with the employer, and the employee receives regular updating and, where appropriate, training to ensure that knowledge and skills are maintained.

Purpose of a Career Break

The career break scheme provides staff with the opportunity to take an extended period of authorised unpaid leave that would not normally be provided for example: by parental leave and other leave arrangements.

In a broader context, the aim of the career break policy is to attract and retain staff by demonstrating a commitment to their long-term career and personal development, to contribute to the work life balance of staff, reduce the number of leavers and support the Trust’s Equality and Diversity Scheme and relevant policies. Exercise of the various options available is at the discretion of the line managers and will always be governed by the needs of the service.

Career breaks are taken for a variety of reasons, such as the following:

- Carer commitments (e.g. Childcare, Eldercare) where none of the other flexible working options are considered suitable.
- Training and development
- Temporary relocation overseas (e.g. to accompany spouse who has been assigned overseas)
- Study leave or work abroad
- Other reasons will be considered on their merits and at the discretion of the manager in liaison with the Human Resources Department.

Employees will not normally be granted a career break to take up paid employment with another employer except in exceptional circumstances, for example:

- Work overseas or charitable work that could broaden experience
- Where carer responsibilities necessitate a temporary move abroad or to another part of the Country (significantly outside commuting distance to the Trust) and the employee needs to undertake some work in order to fund their stay.

Length of Break and Application

- The minimum length of the career break is 3 months. Staff wishing to take an extended break that is less than 3 months should consider taking a period of unpaid leave (details of how to apply for this can be found in the Special Leave Policy)
The maximum length of a Career break is 5 years. However when managers consider a request for a Career Break they must ensure that the length of the break balances the needs of the service alongside the needs of the employee. The employee will be required to make arrangements for “keeping in touch” days or training to be agreed for example: to maintain professional registration to practice.

A Career break can be taken either as a single period or as more than one period (of not less than 3 months).

In order to apply for a Career Break you must ensure that you complete the Application form (Appendix D). The Trust would normally expect to be given 3 months notice of a request for a career break in order to plan to cover the service in your absence should your request be agreed.

Your manager will consider your request in line with the needs of the service and may request to meet with you if they require further information about the nature of your request and the reasons for this.

The length of the break must balance the needs of the applicant with the needs of the service. Managers may not always be able to agree the complete period that has been requested but it may be possible to agree a proportion of the total period that has been requested.

You will receive a written response to your request within a month of submitting your request and, if this has been agreed, you will be asked to sign a Career Break Agreement (Appendix E).

If this is not agreed you may wish to appeal this decision. This must be in writing and should be submitted to your line manager’s manager. You should ensure that you do this within 15 days of receipt of the formal response.

During the period of a Career Break a request for the period to be extended should be submitted a minimum of 3 months before the break is due to end. However, staff should be aware that it is not always possible to agree to an extension.

If an employee wishes to return earlier than anticipated from their Career Break the notice period required is 2 months if the break has been agreed for less than a year or 6 months if the agreed break is more than a year.

Failure to return from a Career Break on the specified date without seeking a formal extension will result in staff being considered as being on unauthorised leave, which will be managed in line with the Trust Disciplinary Policy and Procedure.

Points to be considered before returning from Career Break

Before agreement can be finalised, the following points should be fully considered and explained:

- Staff should seek further advice regarding the effect that the Career break will have on their pension and any other benefits
- Those on a Career break are expected to agree with their manager to ‘keep in touch’ during the break. If appropriate staff will be required to attend for training or to update skills etc. Failure to do so will mean that the terms of the agreement are null and void.
In cases where the Career break is for a period of less than one year the employee may expect to return to the same role as far as is reasonably practicable.

If the agreed Career break is for longer than one year the employee can expect to return to a similar job, where possible.

No more than two Career Breaks will be given during a continuous period of employment with the Trust, unless in exceptional circumstances.

The contract of employment remains in force and the employee is deemed to be on authorised unpaid leave. Therefore staff on a Career Break should be kept informed of any changes that may occur or impact on their role in the organisation whilst they are off, including proposed changes in line with change management and/or risk of redundancy.

Staff have maintained and provided evidence of registration is valid and fit to practice in line with the requirements from the relevant professional body, for example NMC, HPC, GMC.

Have made an application for CRB and cleared where appropriate.

Have been cleared by Occupational Health.

Does the employee need to attend Trust induction and update on mandatory and statutory training?

Impact on pay and benefits

Career breaks count as continuous employment for statutory purposes. All pay and benefits will be suspended from the start of the Career Break and will be reactivated again on return to work e.g.
- Salary and incremental increases
- Annual leave payments
- Sick pay benefits
- Maternity leave and pay
- Please check for restrictions on working on the bank whilst on Career Break

Pensions however will not cease entirely. For the first 6 months the employee and the employer must pay their respective contributions continuously.

Where pensionable pay is reduced or suspended employee and employer pension contributions are based on the member’s pensionable pay immediately prior to the break starting. An employee who has paid contributions for the first 6 months can then continue contributing to the scheme for a further period of up to 18 months. Should the member wish to continue contributing to the Scheme during this period they will be responsible for both the employee and employer pension contributions.

Where the authorised career break is to be pensionable the employer must treat the member as they would any other active member of the Scheme and ensure that employee and employer contributions are paid continuously throughout the break, i.e. by the 19th day of the month following that which the earnings (if there were any) would have been paid.

Before the authorised career break begins therefore, employers must make arrangements to collect the appropriate contributions from the employee continuously during the break. Arrears cannot be allowed to accumulate and payment made on returning to the Scheme.
Please speak to Payroll if you have any questions about this.

Maternity Leave and Career Breaks

Please be aware that if you request to commence a career break immediately following your maternity leave this will not constitute a ‘return to work’ and you will be asked to repay the additional Occupational Maternity Pay (further details about what this means can be found in the Family Leave Policy and Procedure).

6 TRAINING

Staff will be informed of the Work Life Balance Policy and Procedure during induction. A copy of the policy will be available on the intranet. There is no specific training on the implementation of this policy but support and guidance is available from HR Advisors / Business Partners.

6.1 Equality Impact Assessment

The Equality Impact Assessment for this policy is attached in Appendix A.

7 MONITORING COMPLIANCE

<table>
<thead>
<tr>
<th>Element to be monitored</th>
<th>Lead</th>
<th>Tool</th>
<th>Frequency</th>
<th>Reporting arrangements</th>
<th>Acting on recommendation and Lead(s)</th>
<th>Change in practice and lessons to be shared</th>
</tr>
</thead>
<tbody>
<tr>
<td>(What needs Monitoring)</td>
<td>(Who will lead on this aspect of monitoring)</td>
<td>(What tool will be used to monitor/check that everything is working according to this element of the policy)</td>
<td>(How often will we need to monitor)</td>
<td>(Who or what committee will I report the results to for information and action)</td>
<td>(Who will undertake the action planning for deficiencies and recommendation(s))</td>
<td>(How will changes be implemented and lessons shared)</td>
</tr>
</tbody>
</table>

Application s for request for flexible working and career break

Managers and HR

Personal files and ESR

Annually

Joint Staff Consultative Committee (JSCC), People and Organisation Development Committee (POD) and Equality and Diversity Committee.

HR Department

This information and any proposed action to improve performance will be discussed at the Trust’s Joint Staff Consultative Committee (JSCC) and submitted to the People and Organisational Development Committee as well as the Equality & Diversity Committee.

8 REFERENCES

- The right to apply for flexible working - ACAS February 2010
- Equality Act 2010
- Various guidance on good practice and legislation
9 ASSOCIATED DOCUMENTATION

- Family Leave Policy (covering Maternity, Paternity and Parental Leave)
- Special Leave Policy (covering carer’s leave, domestic/household leave, compassionate leave)
- Working from Home Policy
- Lone Worker Policy
- Stress at Work Policy
- Retirement Policy
- Equality and Diversity Policy
- Annual Leave Policy
- Well-being Strategy

10 VERSION HISTORY TABLE

<table>
<thead>
<tr>
<th>Version</th>
<th>Date</th>
<th>Author</th>
<th>Ratified by</th>
<th>Comment/Reason for change</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.0</td>
<td>2007</td>
<td>Nicole Porter-Garthford</td>
<td>Trust Board</td>
<td></td>
</tr>
<tr>
<td>3.0</td>
<td>2011</td>
<td>Filiz Oltan</td>
<td>People and Organisational Development Committee</td>
<td>Integration of Acute and Community Trusts. Update in line with Trust Patient Promises and Here for you Standards.</td>
</tr>
<tr>
<td>3.1</td>
<td>August 2012</td>
<td>Filiz Oltan</td>
<td>People and Organisational Development Committee</td>
<td>Amended Work and Families Act to 2006 whereby the section included in the policy makes reference to further changes to the act in April 2007. More detailed definition on carers for children.</td>
</tr>
<tr>
<td>3.2</td>
<td>July 2013</td>
<td>Filiz Oltan</td>
<td>People and Organisational Development Committee</td>
<td>Application form amended</td>
</tr>
</tbody>
</table>
APPENDIX A – EQUALITY IMPACT ASSESSMENT

To be completed and attached to any procedural document when submitted to the appropriate committee for consideration and approval.

<table>
<thead>
<tr>
<th></th>
<th></th>
<th>Yes/No</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Does the policy/guidance affect one group less or more favourably than another on the basis of:</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Race</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Ethnic origins (including gypsies and travellers)</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Nationality</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Gender</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Culture</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Religion or belief</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Sexual orientation including lesbian, gay and bisexual people</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Age</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Disability - learning disabilities, physical disability, sensory impairment and mental health problems</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Is there any evidence that some groups are affected differently?</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>If you have identified potential discrimination, are there any exceptions valid, legal and/or justifiable?</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Is the impact of the policy/guidance likely to be negative?</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>If so can the impact be avoided?</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>What alternative are there to achieving the policy/guidance without the impact?</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Can we reduce the impact by taking different action?</td>
<td>N/A</td>
<td></td>
</tr>
</tbody>
</table>
### APPENDIX B – CONSULTATION TEMPLATE

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Procedural Document’s Name:</td>
</tr>
<tr>
<td>2.</td>
<td>Procedural Document Author:</td>
</tr>
<tr>
<td>3.</td>
<td>Group/Committee Consulted:</td>
</tr>
<tr>
<td>4.</td>
<td>Date of Consultation:</td>
</tr>
<tr>
<td>5.</td>
<td>Comments received from staff side:</td>
</tr>
<tr>
<td>1)</td>
<td>All flexible working requests to be reviewed annually</td>
</tr>
<tr>
<td>2)</td>
<td>Term time working request – age of child to be considered</td>
</tr>
<tr>
<td>3)</td>
<td>Appeal to be submitted within 15 days</td>
</tr>
<tr>
<td>4)</td>
<td>Career breaks – reference to staff at risk and the importance to keep staff on career breaks up to date, including potential for redundancy</td>
</tr>
</tbody>
</table>

Comments received from management:

5) What happens when the reason for flexible working is no longer there, eg young children now grown up.

| 6. | Highlight where policy changed following consultation or state reasoning why comments not incorporated: |
| 1) | This has been addressed under section 2 |
| 2) | This has been addressed under section 5.8 |
| 3) | This has been amended |
| 4) | This has been addressed under section 6 |
| 5) | This has been addressed in line with the comments raised in point 1 above. The implementation of this policy will also allow managers the opportunity to address flexible working patterns which do not have a review period. Any other change requires to be managed in line with the Trust Change Management policy. |
APPENDIX C – EMPLOYEE APPLICATION FOR FLEXIBLE WORKING

Part A (to be completed by employee)

<table>
<thead>
<tr>
<th>Personal Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title: …………………………………………………………………………</td>
</tr>
<tr>
<td>Surname: ………………………………………………………………………</td>
</tr>
<tr>
<td>First Name: ……………………………………………………………………</td>
</tr>
<tr>
<td>Post Title: ……………………………………………………………………</td>
</tr>
<tr>
<td>Department: ……………………………………………………………………</td>
</tr>
<tr>
<td>Number of hours/days currently worked……………………………………</td>
</tr>
</tbody>
</table>

If you are applying due to commitments towards caring for the young, disabled or an adult, please tick all that apply

- I can confirm that I have read the policy before making this application.
- I have responsibility for the upbringing of either a child under 16 years old or a disabled child under 18.
- I am the mother, father, adopter, guardian, special guardian, foster parent, private foster carer or as the holder of a residence or the spouse, partner or civil partner of one of these and are applying to care for the child.
- I am making this request to help me care for a dependent (married partner, partner or civil partner, is a near relative of the employee, or who lives with the employee).
- I have worked continuously with the Trust for the last 26 weeks.
- I have not made a request to work flexibly under this right during the past 12 months.

PART B

What to think about before making a flexible working request

As you are entitled to make one Flexible Working Request (FWR) in any 12 month period, you should consider your request very carefully. This checklist will help guide you through some of the important points to think about and, if you decide to go ahead, prepare you for your FWR meeting with your manager. Some of the points are more (or only) applicable to front line/rostered staff.
## Are you eligible to make a Flexible Working Request?

<table>
<thead>
<tr>
<th>Do you have 26 weeks continuous service with Croydon Health Services and, at the time of this application, not made another FWR during the previous 12 months?</th>
<th>Yes – you are eligible to make a FWR</th>
<th>No – you are not eligible to make a FWR</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Or</strong> does your FWR constitute a request to Croydon Health Services to make reasonable adjustments on the grounds of your disability (as defined in the Equality Act 2010)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## Things to think about

<table>
<thead>
<tr>
<th>Rostered staff – Have I first considered other processes for swapping shifts? If so, why am I now considering a FWR?</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>What types of working arrangements and/or roster options are actually available to me?</td>
<td></td>
</tr>
<tr>
<td>Will the change mean more ‘in hours’ or ‘out of hours’ working?</td>
<td></td>
</tr>
<tr>
<td>Will I be available/at work when my customers/patients/colleagues need me there?</td>
<td></td>
</tr>
<tr>
<td>Will I be in the right place to carry out all aspects of my job well?</td>
<td></td>
</tr>
<tr>
<td>Will the change mean a different level or amount of supervision/management interaction – how will this affect my performance?</td>
<td></td>
</tr>
<tr>
<td>Will I be able to meet my objectives?</td>
<td></td>
</tr>
<tr>
<td>What changes will I need to make to the way I work to ensure I can still carry out my job well and maintain MAST compliance?</td>
<td></td>
</tr>
<tr>
<td>Will the change mean I am more ‘flexible’? And who will this benefit?</td>
<td></td>
</tr>
<tr>
<td>If requesting a temporary change, how long would it be proposed for? If no end dates given NB: will be reviewed annually.</td>
<td></td>
</tr>
<tr>
<td>What are my plans and/or what arrangements have I made for the end of the temporary arrangement?</td>
<td></td>
</tr>
<tr>
<td>How will the change affect my colleagues/team?</td>
<td></td>
</tr>
<tr>
<td>Will my travel/transport to and from work be affected? How?</td>
<td></td>
</tr>
<tr>
<td>Is this change so important or necessary that I’m prepared to use my 1 request in 12 months entitlement?</td>
<td></td>
</tr>
</tbody>
</table>
What other options have I considered to meet my requirements? That is, without requiring a change to my working arrangements?

Is there another way of doing this?

Will the change affect my salary, pensions, other benefits, terms and conditions? How?

1. I would like to request a change to my working arrangements which I believe constitute ‘reasonable adjustments’ on the grounds of my disability (as defined by the Equality Act 2010).

**YES / NO (please circle)**

Describe how your disability impacts on your current working arrangements and how a change to your working arrangements will help you to overcome any disadvantage resulting from your disability.

2. I would like to request a change to my working arrangements under my right provided under the Employment Act 2002. I confirm I meet each of the eligibility criteria as follows (please indicate the criteria that applies to you).

Either

- I have responsibility for the upbringing of either:  
  - a child aged sixteen and under or  
  - a disabled child under 18  
- I am:  
  - the mother, father, adopter, guardian, special guardian or foster parent of the child; or  
  - Married to, or the partner or civil partner of, the child’s mother, father, adopter, guardian, special guardian or foster parent
- I am making this request to help me care for the child.

Or

- I am, or expect to be, caring for an adult.  
- I am:  
  - The spouse, partner, civil partner or relative of that adult, but live at the same address.  
- I am making this request to help me care for the adult in need of care.
3. None of the above criteria apply to me; however, I would like to request a change to my working arrangement because:

4. The following sections must be completed for all applications

Describe your current working pattern (roster details/days/hours/times worked):

Describe the working pattern you would to work in future (roster details/days/hours/times worked):

I would like this working pattern to commence from (date & time):

**Impact of the new working pattern** – I think this change in my working pattern will affect my employer and colleagues as follows:

**Accommodating the new working pattern** – I think the effect on my employer and colleagues can be dealt with as follows:
● I have worked continuously as an employee of Croydon Health Services for the last 26 weeks.*
● I have not made a request to work flexibly under this right during the past 12 months.*
* Not applicable for requests for reasonable adjustments relating to disability (section 1)

Date of any previous request to work flexibly under this right: __________________________

Signed ........................................ Dated .................................................................

Date received by manager ............................................................................................

Date of meeting to be held within 28 days of receipt of request: .................................
(wher applicable)

Decision/outcome of meeting (attach full notes of meeting)

Signed by Manager .............................. Signed by employee .................................
## APPENDIX D - EMPLOYEE APPLICATION FOR CAREER BREAK

### Part A (to be completed by employee)

<table>
<thead>
<tr>
<th>Personal Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title: .................................................................</td>
</tr>
<tr>
<td>Surname: ...............................................................</td>
</tr>
<tr>
<td>First Name: ..........................................................</td>
</tr>
<tr>
<td>Post Title: ............................................................</td>
</tr>
<tr>
<td>Department: ...........................................................</td>
</tr>
<tr>
<td>Number of hours/days currently worked: ................................</td>
</tr>
</tbody>
</table>

### Details of Career Break Requested:

Date Break requested from …………………… to ……………………

Total Length of Break requested ……………………………………
(This should be between 3 months to 5 years)

**Reason for Request:**

Signature of Employee ………………………………………………

Date …………………………………………………………………

**Please pass your completed form to your line manager**

**APPLICANTS ARE ENCOURAGED TO RETAIN A COPY OF THEIR APPLICATION**
**Part B (to be completed by Line Manager)**

Date request for a Career Break received

Date meeting held

Career break granted     Yes ☐   No ☐

Reason for refusal:

Appeal Meeting date

Appeal Outcome:

Length of Career Break agreed

Date Payroll notified

Agreement for keeping in contact whilst on career break. If contact details change it is the employee’s responsibility to contact the Trust of these changes immediately.

Address / Location:

Telephone / alternative contact details:

Email / alternative address or contact details of next of kin:

Agreed frequency and method of contact:

It is the employee’s responsibility to ensure that professional registration and eligibility to work in the UK is maintained whilst on a career break. If you are currently on a work permit please discuss with HR Advisor / Business Partner for implications.

**Please ask your HR Advisor/Business Partner for advice before responding.**

Copy of form must be sent to Human Resources Department for monitoring.
APPENDIX E - TEMPLATE AGREEMENT LETTER

Dear

Re: Career Break Agreement

I am writing to confirm receipt of your application for a Career Break from your post as (insert post title).

I have considered your application in line with the needs of the service and I am pleased to confirm that it has been agreed that you may take a Career break. This will take effect from (date career break to commence) and will end on (date career break to end) subject to the conditions outlined in Croydon Health Services Work Life Balance (incorporating Career Break Scheme) Policy and Procedure (copy enclosed) as well as the provisions detailed below.

On receipt of your acceptance of these arrangements, the appropriate paperwork can be completed. Please confirm your acceptance by completing the form at the bottom of this letter and returning one copy to me.

Conditions of the Career Break

1. The total period of the break is unpaid.

2. You will return to work on Band (banding level) on spine point (insert spine point) which is your current salary immediately prior to your break. Your salary on your return to work will reflect any cost of living increases that may have been introduced during your Career Break.

3. If your Career Break is for a period of less than one year you will return to the same role as far as is reasonably practicable. If your Career break is for longer than one year you will return to a similar job, where practicable.

4. Before you return to work you may be required to be cleared by Occupational Health. You may also be asked to complete another CRB disclosure form, depending on the length of the break that has been taken, for staff that require professional registration and approval for eligibility to work in the UK, please confirm that this has been maintained during and before returning from Career Break.

5. You are required to maintain contact with (insert line manager’s name) during the Career Break. We have agreed (insert contact arrangements i.e. monthly/two monthly email of telephone of whatever has been agreed to be appropriate). It is important that you maintain this level of contact as failure to do so may deem the agreement to be null and void.

6. Please ensure that you meet with (name of line manager) on the (date) so that you can formally handover any outstanding work that you may have at this time.
You must also ensure that you return your current ID badge, keys and any other Trust property to me prior to the commencement of your Career Break.

7. It is the employee’s responsibility to ensure that any changes to their contact details are communicated to the line manager immediately.

8. Failure to return to work and comply with the above mentioned conditions will lead to Disciplinary action being taken which could lead up to and including Dismissal.

Please do not hesitate to contact me if you should have any queries on this matter.

Yours sincerely

(Name)
(Line Manager Title)

Enc. Work Life Balance (incorporating Career Break Scheme) Policy and Procedure

c.c.: HR File
Copy to Payroll

I confirm my acceptance of the conditions of the Career Break offered in accordance with the Trust’s Work Life Balance (incorporating Career Break Scheme) Policy and Procedure and as detailed above. I also understand the implications for failure to comply with the conditions stated above.

Name: ............................  Position: ...............................

Signature: ........................  Date: ..............................