



In the Name of Allah, the Most Merciful, the most Compassionate

Definitions

HRSG = Human Resources Sub Group

LIC = Lewisham Islamic Centre

Leave Policy

1.0 INTRODUCTION

- . **1.0.1** This policy details the entitlement and procedure for different types of additional leave for all staff. The entitlement for part time staff must be calculated on a pro rata basis and for all staff joining or leaving LIC at any time during the leave year of 1 April to 31 March entitlement must be calculated on a pro rata basis for the number of complete months worked.
- . **1.0.2** “Additional” Leave is defined within this policy as: Attendance as a witness at a Court or Employment tribunal Bereavement Leave Career Break Carers Leave Exceptional Leave Flexi Leave Garden Leave IVF / Fertility Treatment Leave Jury Service Leave for activities with Emergency services Leave to carry out Trade Union Duties Leave to undertake a Secondment Leave to undertake Public Duties Reserve / Cadet Forces Leave Study Leave
- . **1.0.3** All leave in connection with maternity, paternity and adoption can be found in the separate policy relating to the subject.
- . **1.1.1 Purpose**
- . **1.1.2** LIC is committed to helping staff balance the demands of domestic, work and Public Duty responsibilities often at times of urgent and unforeseen need, through the provision of paid or unpaid leave according to the circumstances. The provision of additional leave also enables staff the opportunity to fulfil the demands placed upon them when undertaking Public Duties in line with current legislation.
- . **1.1.3** The arrangements for additional leave are designed to help retain dedicated staff and at the same time attract staff to LIC who have responsibilities for dependants, such as young children, elderly / dependant relatives and to recognise the contribution to the wider community staff make when undertaking Public Duties.
- . **1.1.4** For the purposes of this policy the following definitions apply;-
- . **1.1.5 Dependant** – is an employee’s spouse, civil partner, child or parent or another person who lives at the same address as the employee other than a tenant, boarder, lodger or employee. The staff member must have principal responsibility for the dependent.

- . **1.1.6 Carer** - is someone who is caring for a child or for an adult who is :
married to, or the partner or civil partner of the employee; or falls into
neither category but lives at the same address as the employee. The staff
member must have principal responsibility for the care.
- . **1.1.7 Staff** – Employees of LIC paid through the payroll. This excludes all
agency workers.
- . **1.1.8 Child** - A person under the age of 18.
- . **1.1.9** The policy aims to ensure that LIC complies with all relevant current
legislation.

1.2 Objectives

- . **1.2.1** This policy aims to ensure that all staff are treated in a fair and equitable
manner in the application of the policy and to enable managers to apply it
consistently across LIC.
- . **1.2.2** The policy will apply equally to all staff. This policy should be applied in
accordance with the LIC's Equal Opportunities in Employment Policies so
as to ensure that individual circumstances are given equal consideration
by managers when approving applications for additional leave.
- . **1.3 Public, Stakeholders & Staff Involved in the Document** LIC Managers
and HRSG have been consulted during the development of this policy and
all LIC staff.
- . **1.4 Review Date** This policy should be reviewed within 3 years or to respond
to a specific purpose, such as new guidance or legislation etc.
- . **1.5 Related Procedural Documents** The following policies should be read in
conjunction with this policy:
 - Maternity Policy
 - Paternity Policy
 - Adoption Policy
 - Sickness Absence Policy
 - Work Life Balance Policy
 - Prevention of Stress Policy
 - Civil Emergency (Flu Pandemic) Policy
 - Whistleblowing Policy
 - Counter Fraud Policy

- . **2.0 DUTIES** The following sets out the duties and responsibilities of staff with
respect to each of the types of procedural documentation developed by
LIC.

2.1 Responsibilities and Duties

2.1.1 LIC

- LIC will fulfil its legal duties as specified under legislation relating to the Working
Time Directive.
- To ensure the policy is implemented fairly and consistently.

- In exceptional circumstances to agree staff may carry forward up to 5 days annual leave (pro rata for part time staff)

2.1.2 Managers Responsibilities

- To ensure the policy is implemented appropriately and the correct procedures are being followed in relation to all leave
- To refer to the HRSG for further advice if required or as directed by this policy.
- To ensure that employees take their annual leave entitlement spread throughout the year.
- To ensure that annual leave is correctly recorded.
- To ensure that adequate staff cover is available during periods of staff annual leave/additional leave so as not to compromise service delivery
- To calculate annual leave entitlements for their staff
- To approve annual leave requests by signing annual leave cards
- To provide details of all annual leave carried forward at the end of the leave taking year so that it can be registered as a liability of LIC in accordance with the financial regulations
- To ensure that all applications for additional leave are requested on the application form and recorded on the employees' leave card and that the application form is submitted to ??? after approval.
- To ensure that all relevant data is recorded on the and submitted to the Payroll department
- To be fully conversant with the policy
- To consider any requests for leave in excess of 10 days in one episode in consultation with the HRSG
- To refer staff to Occupational Health and Counselling for support as necessary

2.1.3 Employees Responsibilities

- To request annual leave from their line manager on a leave card at least 10 days in advance of the proposed leave whenever possible.
- To keep a record of all leave requested and taken.
- To request any additional leave on the appropriate application form and submit it to their line manager for approval
- To record all additional leave on their leave card once approved by their line manager
- To follow the procedure as detailed in this policy.
- To take their annual leave spread throughout the year.
- To be aware that it is not always possible for annual leave to be agreed and that service needs must be met at e.g. Christmas/New Year.
- To comply with the Sickness Absence Policy if off sick whilst on annual leave

2.1.4 HRSG Responsibilities

- To support and advise all parties on how to effectively administer this policy

2.1.5 Staff Side Responsibilities

- To provide advice and support to employees who are members of a trade union on the implementation of the policy.

3.0 PROCESS

In relation to each type of leave the following procedure shall apply:

3.1 Annual Leave

3.1.2 Annual leave is given to allow staff a period of rest and recuperation away from work (as defined in the Working Time Directive). All requests for annual leave are subject to the approval of the line manager as well as the exigencies of the service. Annual leave must be recorded on the leave card (appendix A) in advance of the date(s) requested and it is a joint responsibility of managers and staff members to ensure that annual leave is taken at regular intervals during the year.

3.2 Annual Leave Entitlement / General Public Holidays

3.2.1 The full time equivalent leave entitlements for staff are as per the following table.

Length of service	Annual leave + General Public Holidays
On appointment to LIC	27 days + 8 days (202.5 hours + 60.0 hours)
After 5 years LIC service	29 days + 8 days (217.5 hours + 60.0 hours)
After 10 years LIC service	33 days + 8 days (247.5 hours + 60.0 hours)

3.2.2 The above entitlements are based on staff working shifts of 7 1/2 hours, excluding meal breaks. Where staff work shifts other than 7 1/2 hours, excluding meal breaks, annual leave entitlements will be calculated on an hourly basis to prevent staff on these shifts receiving more or less leave than colleagues on standard shifts as set out in the table above.

- **3.2.2** All part time staff will have their annual leave (and general public holidays) entitlement calculated in hours, on a pro-rata basis based on their contracted hours per week as a percentage of the full time equivalent leave.
- **3.2.3** The annual leave year runs from 1st April - 31st March. Where a member of staff's annual leave entitlement increases during the year, only completed calendar months after that date will be counted at the new rate. For example, if a member of staff attains 5 years service on 18th

December then 3 months (January, February & March) will be counted at the new rate.

3.3 General / Public Holidays

There are eight general public or bank holidays within the annual leave year. If a member of staff has to work on a public holiday they are entitled to an additional day of annual leave with **enhanced pay**. Details of staff who work on public holidays should be reported on the manpower returns by the line manager.

3.4 Sickness Whilst On Annual Leave

- . **3.4.1** If an employee becomes sick whilst on a period of approved annual leave this will be managed in accordance with the Sickness Absence Policy. Staff are required to report their sickness on the first day of the sickness and to produce a medical certificate for the absence if they wish to claim back additional days of annual leave. Their annual leave will then be suspended from the date on the certificate and the absence shall be counted as sick leave. The employee will then be able to take these annual leave days at a later date by agreement with their line manager.
- . **3.4.2** If an employee is prevented from taking annual leave due to sickness absence they are entitled to carry over a maximum of 5 days (pro rata for part time staff) of their outstanding leave into the next annual leave year subject to the agreement of the line manager

3.5 Carrying Over Annual Leave

- . **3.5.1** In normal circumstances staff are encouraged to take their annual leave spread through the leave taking year but they may in exceptional circumstances be able to carry over a maximum of 5 days annual leave (pro rata for part time staff) into the next leave taking year, providing they have the agreement of their manager.
- . **3.5.2** Where particular circumstances, for example service requirements or pressure of work, prevent a staff member from taking their full leave entitlement before the end of the leave year, they will be allowed to carry over their outstanding annual leave up to a maximum of 5 days (pro rata for part time staff). They should take this as soon as possible during the next leave year, or at a mutually acceptable time, providing they have agreement from their manager. This practice should only happen in exceptional circumstances.
- . **3.5.3** The total amount of annual leave that can be carried over for whatever reason is 5 days (pro rata for part time staff). The leave carried forward must be recorded as a liability to LIC in accordance with the financial regulations.
- . **3.6 Flu Pandemic/Civil Emergency** In the event of a flu pandemic or civil emergency, any annual leave that is cancelled by the line manager as a direct result of the employee being required to work, and for which there is insufficient time in the current leave year for the leave to be re-booked, will

have the annual leave reimbursed to the staff member and if appropriate additional annual leave days may be carried forward to the next annual leave year subject to the approval of the HRSG.

- . **3.7 Annual Leave Entitlement for Staff Who Work Term Time Only** As some of the LIC's staff work term-time only, their annual leave entitlement is calculated differently to other members of staff, and is based on the number of weeks they actually work during a year. All of their leave entitlement is accounted for during the school holidays, and they are not allowed to take annual leave during school term-time.
- . **3.8 Part-Time Staff**
 - . **3.8.1** All part time staff will have their annual leave (and general public holidays) entitlement calculated in hours, on a pro-rata basis based on their contracted hours per week.
 - . **3.8.2** The formula to calculate the **annual leave** entitlement for a full leave year is as follows:

Contracted hours x equivalent full time entitlement e.g. 27, 29 or 33 days divided by 5.

The formula to calculate the **bank holiday leave** entitlement for a full leave year is as follows

Contracted hours x 8 days divided by 5.

When recording bank holiday leave on the annual leave card it is only necessary to deduct hours for bank holidays that fall on the normal working day. E.g. for staff working Monday to Thursday they do not make any deduction for Good Friday as this is not their normal working day.

- . **3.9 Bank Staff** Bank staff paid by LIC do not receive annual leave, however, they receive a WTD (Working Time Directive payment) in lieu as a percentage of pay
- . **3.10 Changes to Working Hours** If a member of staff changes their contracted hours the entitlement for the year (or remainder of the leave year) will be re-calculated based on the full calendar months completed for each amount of hours worked. I.e. 1/12th of the annual entitlement for each complete month worked. If a staff member increases or decreases their working hours their leave entitlement must be re-calculated and increased/decreased for the remainder of the leave year.
- . **3.11 Leavers** When a member of staff leaves LIC i.e. resigns or retires, their entitlement will be calculated on a pro-rata basis for the number of complete months worked in the current leave year. If this results in a member of staff having taken leave in excess to the amount they are entitled to then a deduction will be made from the final salary payment and details must be included on the leaver notification form.
- . **3.12 New Starters** When a member of staff joins LIC their entitlement will be

calculated on a pro rata basis for the number of complete months that will be worked in the current leave year.

- . **3.13 Unpaid Leave** Any requests for unpaid leave can only be considered when all annual leave entitlement has been taken. The unpaid leave must be recorded by the manager and a Change of Circumstances form must be submitted to Finance and HRSG. Adjustments to pay may be made retrospectively dependant upon the date that notification is received by the Finance department.
- . **3.14 Additional Leave** There are a variety of circumstances where staff will be able to request additional leave to their annual leave and these are detailed below. The entitlement for part time staff is on a pro-rata basis and for staff joining LIC part way through the leave year the entitlement will be on a pro-rata basis based on the amount of the year worked. A maximum of 5 days additional leave can be taken for carers leave and exceptional circumstances leave in total (pro rata for part time staff).

3.15 Attendance as a Court Witness /Employment Tribunal Witness

Staff will be granted paid time off to attend a Court of Law or Employment Tribunal if supporting LIC in a case. All other requests for Court attendance or Employment Tribunal attendance in cases against the LIC or for a third party must be taken as annual leave or unpaid leave.

3.16 Bereavement Leave

- . **3.16.1** Paid bereavement leave of up to five working days should be granted in cases where a member of staff experiences a bereavement i.e. as a result of the death of someone with whom the employee has a close personal relationship e.g. partner, parent, sibling or child.
- . **3.16.2** It is envisaged that the leave will be taken immediately after the bereavement but consideration will be given to situations where funeral arrangements are delayed. The HRSG must be consulted when these circumstances arise.
- . **3.16.3** If further leave is required beyond 5 working days, this should be discussed with the manager in consultation with HRSG and, if granted, may be taken as either annual leave or unpaid leave or time-off in lieu (where applicable), depending on the individual circumstances. Any request for annual leave should be granted in these circumstances. Managers must ensure that staff receive appropriate support through **Occupational Health** and the **Counselling Service**.

4.0 Career Break

4.0.1 LIC recognises that employees may wish to take a formal break from employment to fulfil outside responsibilities whilst retaining the opportunity to return to work at the end of this period. In order to assist this, LIC will:

- allow members of staff to have a break in employment in order to fulfil outside commitments, whilst effectively retaining a job.

- retain members of staff who may otherwise be forced to leave their employment.
- maintain links with the employee ensuring she/he receives regular updating and training to ensure that her/his knowledge and skills are maintained.

4.1 Reasons for a Career Break

4.1.1 Some of the reasons employees may wish to take a Career Break include:

- Educational reasons, e.g. to undertake further education or training
- Pursuing activities or employment which will develop skills and experience which will be relevant or useful on return to LIC, e.g. voluntary work overseas.

4.1.2 However, there may be other reasons for wishing to take a Career Break, which will be equally valid.

4.2 Eligibility for a Career Break

4.2.1 All employees will be given the opportunity to apply for a Career Break, regardless of grade, position or hours worked, providing they have 24 months' continuous service with LIC. Continuous service includes all periods of maternity and adoption leave.

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In assessing applications for a Career Break, consideration will be given to factors such as the needs of the service, proposed duration of the break, and whether suitable cover can be provided.

Application of the Career Break Scheme

The employee should approach her/his line manager, outlining their reasons for wishing to request a Career Break and the proposed length of time to be taken. The line manager should discuss the application with the Centre Manager and the HRSG to ascertain the feasibility of the employee's proposed Career Break. The employee must complete the standard form (Appendix D), which should be approved by the Centre Manager. A copy should be forwarded to the HRSG. Once a Career Break has been approved, HRSG will draw up an agreement for the employee to sign, in conjunction with the line manager, detailing dates, terms and conditions and the requirements to be fulfilled by both parties whilst the scheme is in operation.

Conditions of a Career Break

- The length of the proposed Career Break must be clearly stated at the time of application and must be for a minimum of three months and not exceed two years.
- Career Breaks can be taken either as a single period or for more than one period.
- Three months notice should be given of a proposed Career Break in order to allow time for suitable arrangements to be made and appropriate cover to be found. A shorter period will be considered under exceptional

circumstances.

- For the duration of the Career Break, the employee will receive a new Written Statement of Particulars outlining the terms and conditions of the break. The Career Break will not be regarded as a break in service, (i.e. it is continuous service), but will not count as reckonable service towards entitlement for certain terms and conditions. (see Section 3.20.6 - 13).
- The manager will keep the employee informed about organisational/departmental matters and, in return, the employee must inform the manager about any changes in circumstances. She/he will also be required to attend any training or refresher courses which may be considered appropriate on return.
- Employees on a Career Break will not normally be allowed to take up paid employment with another employer except where, for example, work overseas or charitable work would broaden experience. In these circumstances written authority from LIC would be required. Failure to adhere to these requirements may result in the matter being referred to the **Counter Fraud**.
- Failure to keep in touch may result in disciplinary action.
- If the employee returns to work within one year he/she will be able to return to the same position, as far as is reasonably practicable. If the break is longer than one year, the employee will be entitled to return to a similar position on no less favourable terms and conditions, as far as is reasonably practicable. This does not preclude the employee from being appointed, using the LIC's normal Recruitment Procedures, to a different/more senior post at the time of return from a Career Break.
- If the break is for more than twelve months, the employee will be required to re-affirm her/his acceptance of the terms and conditions on an annual basis.
- The employee must provide written notice confirming her/his intention to return to work and agree specific starting details with her/his manager. This applies equally to requests for a premature return to work as it does for the agreed return to work. If the break is for twelve months or less, the notice period required is two months. However, for breaks of more than one year the notice period increases to four months.
- All requests for an extension of a career break need to be made in writing, to the appropriate manager, giving the same notice as required above.
- In the event an employee resigns, the normal period of notice will apply. She/he may be required to return to work for some or all of her/his notice period.

Terms and Conditions

- **4.5 Employment Rights** In relation to an employee's entitlement to redundancy pay, maternity/adoption/paternity leave, and statutory provisions regarding the right not to be unfairly dismissed, the period of

the break will be counted as continuous service.

- . **4.6 Occupational Maternity/Paternity/Adoption Pay** There will be no entitlement to Occupational Maternity/Adoption/Paternity Pay whilst an employee is on a Career Break. However, depending on the circumstances, an employee may be eligible for Statutory Maternity/Adoption/Paternity pay. Employees will be entitled to take Maternity/Adoption/Paternity Leave as outlined in the appropriate Policies. During this time any requirements of the employee to undertake training or work will be suspended. The employee must inform her/his manager in the usual way and produce the appropriate documentation, e.g. maternity certificate from her/his doctor. Once the period of maternity/adoption/paternity leave is completed, the employee will return to her Career Break and will be subject to the terms and conditions laid out in this document.
- . **4.7 Sick Pay** Employees will not be entitled to occupational sick pay whilst on a Career Break, but the duration of the break will count towards sick pay entitlement on return for continuous employment purposes.
- . **4.8 Superannuation** All employees, regardless of length of service, can have their superannuation frozen for the duration of their Career Break. On returning to work payments will resume as before and the two periods of payment will be added together when the pension matures. Employees with less than two year's service can have their superannuation refunded or transferred to a private scheme. On returning to work she/he can enter the pension scheme once more, either starting from scratch or transferring back in.

4.9 Annual Leave

Annual leave will not accrue for the duration of the Career Break, but the period will count towards additional day's annual leave on return to work for continuous employment purposes.

- . **4.10 Pay Progression** Approved career breaks are granted as unpaid leave and no payment in respect of salary, expense or emolument shall be made to the employee during the agreed period of absence. Employees will be required to continue to re-pay any agreed amounts (for example, for gym membership) during the course of the career break in order to fulfil their personal responsibilities within a valid deduction or re-payment scheme or agreement.
- . **4.11 General Conditions** The grievance procedure is available for all staff throughout the duration of the Career Break. In the event of an employee being arrested or charged with an offence whilst off duty or during the break, her/his manager must be informed. LIC will consider whether the alleged offence has any implications for the employee's employment. HRSB will maintain an overview of the Career Break scheme to ensure consistency of approach regarding the implementation of this policy and

will offer advice where appropriate.

. **5.0 Carers Leave**

- . **5.1** The aim of carers leave is to provide a sympathetic response to unforeseen and immediate demands placed upon a member of staff who has primary care responsibilities. Staff may request to be granted leave to assist in the event of emergencies such as the illness of a child or dependant, or to deal with an unforeseen breakdown of normal carer arrangements. Under normal circumstances carers leave would be granted for 1-2 days so that other arrangements can be put in place to deal with the situation. Carers Leave granted under this policy is essentially short-term and is not intended for long-term situations.
- . **5.2** Carers leave is not appropriate for leave needed to attend planned appointments with a child, someone with whom the employee has a close personal relationship or dependant. In such situations annual leave or unpaid leave (or time off in lieu if applicable) must be used.
- . **5.3** Applications for paid leave to make arrangements for carer provision will be monitored and more than one application within any six month period will need to be discussed with the individual. Line Managers should seek advice from HRSG in these circumstances.

5.4 Annual leave, flexible working arrangements and unpaid leave will all be considered by managers when dealing with requests for carers leave. If, at the end of the leave taking year, the staff member has not taken all of their annual leave entitlement then any carers leave already authorised will be offset against the remaining annual leave i.e. there will be no carry forward of annual leave until the amount of carers leave has been deducted.

. **6.0 Exceptional Circumstances Leave**

- . **6.1** The aim of Exceptional Circumstances Leave is to provide a compassionate response to immediate and exceptional needs. This will be on occasions when a person's ability to function normally in their working environment is adversely affected by an unexpected breakdown in their normal circumstances e.g.
 - Severe domestic stress such as burglary, fire, burst water main.
 - Theft or serious damage of employees vehicle/property
 - A situation requiring immediate/serious clinical involvement
- . **6.2** This list is not exhaustive and managers should discuss requests for exceptional circumstances leave with the HRSG if in doubt.
- . **6.3** Exceptional circumstances leave is essentially short term for one - two days and is to respond to a crisis situation and therefore is granted with pay on receipt of a copy of the crime report or other documentation confirming the exceptional situation.

7.0 Flexi Leave

The details of any locally agreed scheme must be written into a set of guidelines which are issued to all staff and the application of the rules must be monitored by the manager.

. 8.0 Garden Leave

- . 8.1 LIC reserves the right, at its sole discretion and in exceptional circumstances, to require employees who have resigned with notice, or who have been given notice to terminate their contract by LIC, not to attend their place of work for all or part of the notice period – such a period is termed ‘Garden Leave’.
- . 8.2 In these circumstances, the employee's contract will continue in force until the end of the notice period and the employee will continue to receive full pay and benefits in the normal way. The employee will also remain bound by all the obligations and restrictions set out in his/her contract of employment, [including any confidentiality clauses and restrictive covenants contained in the employee's contract] save the duty to attend work. The employee must, within reason, remain available to be contacted by LIC.
- . 8.3 Under these circumstances, the employee is not permitted to take up employment elsewhere during the notice period.
- . 8.4 Please note that an employee has no entitlement to request garden leave.

. 9.0 IVF / Fertility Treatment Leave

- . 9.1 Employees undergoing fertility treatment will be entitled to request to take up to 5 days paid leave per year to attend appointments/treatments.
- . 9.2 The line manager will require advance notice and evidence of appointments the leave is to cover.

10.0 Jury Service

This section of the policy details the arrangements to be followed when a member of staff is summoned for Jury Service

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An employee must notify their line manager immediately they receive a summons from the Lord Chancellor's office to attend jury service. The summons will give the details of the dates and the court that the individual is required to attend and therefore the dates that the employee is likely to be away from work. It is the expectation of LIC that staff members summoned do not volunteer or agree to undertake more than 2 weeks Jury Service.

The employee is required to reply to the Jury summons. The employee will

receive a certificate of loss of earnings form which the employee must submit immediately to Finance to complete as LIC will make deductions for loss of earnings. Staff will receive their normal contractual pay during the 2 week period of jury service and on receipt of the reimbursement from the court for loss of earnings, a copy of the cheque and remittance received must be forwarded without delay to Finance. The amount the employee receives for loss of earnings (excluding travel/lunch expenses) will be deducted from the employee's next salary or as soon as reasonably practicable.

During the period of jury service, it is an explicit requirement of LIC that staff are expected to return to work on either a full or part day that they are not required for jury service. If staff are in any doubt on a particular day they are released from court early, the employee should ring the Centre Manager for clarification.

The individual is able to claim for personal additional expenses incurred whilst they undertake jury service from the court i.e. travel, lunch etc. This is a matter between the individual and the court. The employee will be advised by the court the amount they can claim.

A copy of the summons letter from the court must be sent to HRGG for completion and a copy placed on the employees' personnel file. A letter will be sent to the staff member to acknowledge the dates that they are attending for jury service and the LIC's expectations of their return to work on full or part days when they are no longer required for jury service and the requirement to claim the loss of earnings allowance. This letter will be copied to the staff member's line manager for information.

11.0 Leave for Activities with Emergency Services(E.g. Auxiliary fire service, coastguard service, mountain rescue)

Leave (paid or unpaid) for these purposes may be granted at the discretion of line managers taking into account the needs of the service. Requests for leave should not exceed 5 days in any leave year.

. 12.0 Leave to carry out Trade Union duties

- . **12.1** Employees who are officials of a independent trade union that is recognised by the LIC have the right to be permitted a reasonable amount of paid time off work to enable them to carry out duties concerned with collective bargaining and related issues. This right is irrespective of length of service. Details are included in the Recognition Agreement.
- . **12.2** They also have the right to be permitted reasonable paid time off to undergo relevant industrial relations training which is approved by the Trades Union Congress or the individual trade union of which the staff member is an official.

- . **12.3** The amount of paid time off that an employee is permitted to take is that which is reasonable in all the circumstances, having regard to the ACAS code of practice on time off for trade union duties and activities.
- . **12.4** Employees who are members of recognised independent trade unions have the right to be permitted a reasonable amount of unpaid time off work to enable them to take part in the activities of the trade union to which they belong. This right is available to all trade union members, regardless of their length of service. The trade union activities envisaged by the legislation include urgent meetings, the voting of shop stewards, attendance at policy making meetings of the trade union (a member attending as the elected representative of his or her colleagues) and representing the union on external bodies.

13.0 Leave to undertake a Secondment

- . **13.0.1** A secondment is a temporary loan of an employee to another area within the same organisation **or** between two organisations with close links to LIC. This section of the policy covers requests for leave to undertake a secondment:
 - within LIC internally;
 - from LIC to other organisations;
 - to LIC from other organisations.
- . **13.0.2** Secondment provides employees with the opportunity to experience new and different values and cultures, attempt new goals, and test their ability to succeed in a different environment within a specified period of time. Secondment also gives individuals the opportunity to develop new skills as identified in their personal development plans.
- . **13.0.3** Secondment allows flexibility in workforce planning and can be an effective contributor to the LICs' wider corporate goals. It can develop employees by increasing their managerial, professional, clinical, technical and interpersonal skills and can enable employees to gain additional skills by working in its different environments.

13.1 Eligibility

- . **13.1.1** A secondment is open to LIC employees with at least six months' continuous service. LIC Staff wishing to apply for an advertised secondment post must obtain approval from their line manager, which should not be unreasonably denied. In assessing whether to support or refuse an application for secondment, management should consider the effect the secondment will have on service provision and patient care as well as the interests of the applicant.
- . **13.1.2** Staff seeking to be seconded into LIC from another organisation should obtain the support of their employing organisation.

13.2 Internal Placements

13.2.1 Secondment placements may run for periods of time ranging upwards from a month but, under normal circumstances, for no longer than one year. A long-term secondment may be renewed in light of an annual review, but should not be a substitute for an appropriate appointment to a substantive post. For short-term secondments (up to three months) the secondee's substantive post will be held unchanged for his/her return. For longer secondments managers may negotiate changes to substantive roles to meet service needs in the normal way. The longer the secondment, the more likely the need to make some changes to the substantive role.

- . **13.2.2** LIC secondments will be advertised in the normal way, except in cases of emergency. All parties must understand and agree the purpose of the secondment. Wherever possible, these should be linked to individual appraisal, learning objectives and personal development plans through the knowledge and skills framework.
- . **13.2.3** Recruitment to internal secondment positions will be in accordance with existing recruitment and selection procedures. Individuals undertaking secondments do not have any automatic right to any substantive posts which may arise out of or be in the same service as their secondment.
- . **13.2.4** The secondment will be subject to an **Occupational Health review**, CRB (Criminal Records Bureau) check and other pre employment checking required for the placement, all of which must be satisfactory to the LIC.
- . **13.2.5** The secondee must be properly inducted into the new work area, and responsibility for monitoring his/her work and progress should be assigned to a designated manager.

13.3 Pay, Terms and Conditions of Service

- . **13.3.1** The secondee will retain his/her existing terms and conditions of service during the period of secondment, except where the secondment is to a post at a more senior level or where the duties encompass more senior responsibilities. In these instances, the terms and conditions of service will normally be in line with those for the level of the post. If these are less favourable to the secondee, s/he will retain his/her current salary and terms and conditions.
- . **13.3.2** Management of the secondee's performance, attendance and conduct will be the responsibility of the receiving manager who, where necessary, will take the appropriate action in accordance with existing LIC policies and procedures. This may include the full range of performance and disciplinary action(s) up to and including dismissal. A secondment contract must be completed for all external secondments (see appendix E).

13.4 External Placements

- . **13.4.1** External secondments may be arranged by individuals themselves or by their managers as part of their career development plan.
- . **13.4.2** When secondments are arranged between organisations, there will be

formal written agreements between the principal employer and the host employer as well as between the host employer and the secondee. Such agreements will cover information on the purpose, location and duration of the secondment.

- . **13.4.3** Placements may be for varying periods up to a normal maximum of three years, but with the option to negotiate extensions. Periods of longer than a year will be subject to annual reviews. For short-term secondments (up to three months) of LIC staff outwards the secondee's substantive post will be held unchanged for his/her return. For longer secondments of LIC staff managers may negotiate changes to substantive roles to meet service needs in the normal way. The longer the secondment, the more likely the need to make some changes to the substantive role.
- . **13.4.4** Secondments will not be arranged where possible conflicts of interest could arise between the principal and host employers.
- . **13.4.5** External secondment opportunities will be advertised in the relevant vacancy bulletins, e.g. LIC website. Job descriptions and person specifications must be available for all posts advertised for secondment and these must be banded before advertising.
- . **13.4.6** Individuals undertaking secondments do not have any automatic right to any substantive posts which may arise out of or be in the same service as their secondment.

13.5 Contract, Terms and Conditions of Service

- . **13.5.1** The secondee will be on loan to the host employer, with his/her contract and terms and conditions of service remaining with the principal employer. Sickness and annual leave entitlements will also remain unchanged, but public and statutory holidays may be taken in accordance with the working practices of the Host employer. (This will need to be agreed on an individual basis depending on the host employer.)
- . **13.5.2** The secondee will continue to receive his/her salary and other allowances from the principal employer. Any contract entered into with the host employer will be for the loan of an employee and not for the provision of a service. The employee will usually be provided with an honorary contract by the host employer. It will therefore be the responsibility of the host employer to provide cover in the absence, for whatever reason, of the secondee.
- . **13.5.3** Secondments will be for an agreed term. However, reasonable notice periods should be agreed in advance, if exceptional circumstances occur and an employee is asked to return from secondment early. This notice period should be adopted by both parties.
- . **13.5.4** A secondment contract must be completed for all external secondments (see appendix F).

13.6 Performance and Conduct

- . **13.6.1** During the secondment placement, the secondee will adopt the standards, policies and procedures pertaining to the Host employer. The host employer will be responsible for monitoring performance, attendance and conduct, and for undertaking appraisal.
- . **13.6.2** Assessment will be based on objectives agreed between the host employer and the secondee at the start of the secondment. Objectives should be reviewed every three to six months, depending on the length of the placement, with a formal review annually where appropriate.
- . **13.6.3** Communication between the principal employer and the manager responsible for the individual in the host employer will be set up and maintained on a regular basis.
- . **13.6.4** Where it may be necessary to take informal/formal performance or disciplinary action, the host employer will notify the principal employer immediately. It is the responsibility of the principal employer to take such action as the employer of the individual. However, the host employer may be asked to undertake the role of investigating manager under the principal employer's policy, with support from LIC's HRSG as appropriate and required.
- . **13.6.5** In the event of extended sickness absence of more than 7 days, the secondee must inform both the principal employer and the host employer of their condition and their expected date of return.
- . **13.6.6** It is the host employer's responsibility to provide the principal employer with regular monthly and accurate information about the employee's absences (for whatever reason) from work.

13.7 Reimbursement of Costs

- . **13.7.1** The Host employer will usually reimburse the principal employer the full salary and employers' costs including National Insurance and Superannuation. Agreement on reimbursement of costs should be negotiated, in writing, between the employers at the outset.
- . **13.7.2** All travelling and subsistence expenses incurred during the course of the secondment period will be met by the host employer. Where necessary, relocation costs will also be determined and funded by the host employer.

13.8 Training and Equipment **13.8.1** The host employer will supply the training and equipment necessary for the secondee to perform his/her duties and responsibilities effectively and efficiently.

- . **13.9 Audit and evaluation** Secondments in and out of LIC and the end-of-secondment evaluations between secondees and managers will be recorded by LIC's HRSG, in order to monitor employees' career development and the effectiveness of this policy to remain fit for purpose.
- . **13.10 Secondment Cover** It is the responsibility of the secondees manager to arrange cover for the substantive post, using the available means of

arranging temporary cover, provided they do not jeopardise the secondees right to return to his/her role or equivalent.

. **13.11 Return to substantive post**

. **13.11.1** On completion of a secondment period, the employee will have the right to return to his/her original substantive post or equivalent, depending on the needs of the service. For short-term secondments (up to three months) of LIC staff the secondees substantive post will be held unchanged for his/her return. For longer secondments of LIC staff managers may negotiate changes to substantive roles to meet service needs in the normal way. The longer the secondment, the more likely the need to make some changes to the substantive role.

. **13.11.2** On returning to their post, the secondee should be debriefed to establish what was learnt and given the opportunity to feedback on how well they achieved the agreed objectives. This debriefing should involve the secondee, the secondee's substantive manager and the host manager. Achievement should be given appropriate recognition and acknowledgement by management, but there will not normally be any recognition of the salary and terms and conditions of the secondment post.

13.11.3 If the employee wishes to return to the host employer before the agreed period of secondment has elapsed, then written advanced notice to this effect must be served to both "employers" by the employee, in line with the secondment agreement.

14.0 Leave to Undertake Public Duties
14.0.1 Leave provisions apply to employees who are members of :-

- A local authority
- A statutory tribunal
- A police authority
- A board of prison visitors or a prison visiting committee
- A relevant health body e.g. Department of Health
- A relevant educational body e.g. School/College Governors
- The Environmental Agency, Scottish Environment Protection Agency or a relevant Scottish Water and Sewerage Authority

14.2 Therata for part time staff). If further leave is requested the line manager may grant unpaid leave.

amount of paid leave granted in any 12-month period should not exceed 5 days (pro

. **14.3** Employees are expected to claim loss of earnings allowance where applicable and reimburse the LIC.

. **14.4** An original headed letter / notification confirming the official notice of appointment to the post and the meeting details will be required when

completing an Additional Leave Application Form (Appendix B)

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15.0 Reserve/Cadet Forces Leave

- . **15.1** Employees who with the consent of their line manager, volunteer for service with the Reserve or Cadet Forces (in order to qualify for leave staff need to declare membership of the reserve / cadet forces to their line manager or appointing manager) may be granted 2 weeks paid leave for attendance at annual camp.
- . **15.2** Employees who are required to undergo further short periods of additional training, and are unable to arrange for such training in off duty times, may be granted additional unpaid time off, subject to the discretion of their line manager.
- . **15.3** An original headed letter / notification confirming the official notice of dates may be required when completing an Additional Leave Application form (Appendix B)

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16.0 Study Leave Key Principles

- The learning activity should relate to the applicant's Personal Development Plan. It should meet the development needs of the individual in the context of their current work role, career aspirations and should contribute to service delivery. It is the manager's responsibility to evaluate the outcome with the individual and monitor attendance.
- Attendance at statutory, mandatory and essential training must be given the highest priority and before other types of learning activities can be undertaken.
- Learning opportunities that are practical and work-based should be maximised.
- Information regarding all approvals will be in the public domain to ensure scrutiny for equity and transparency.
- All Learning and Development activities which are requested must be based on sound adult learning principles and where possible, quality of the activity is assessed prior to any agreement. The **HRSG** will record each employee's development and training activity. Individuals will be responsible for recording all activity on the Application for Protected Learning Time (Study Leave) (see Appendix C) and forwarding it to the **HRSG** prior to the activity/event taking place and identifying whether it forms part of the PDP or not. The Record of Personal Development will also act as the approval form for associated expense payments and must be completed before any such payments are made. Members of staff wishing to apply for assistance with training course costs must supply the following information:
 - how the application is linked to the LIC's business needs and the team objectives

- whether it is supported by the immediate manager and MC
 - why the particular course and institution has been chosen
 - what attempts have been made to secure alternative financial support
 - how does the application support the employee's PDP An employee will normally be expected to have been in post for 1 year before being supported for a major piece of study and her/his work performance will be expected to be of a satisfactory/above average level of performance. Employees completing any courses will be required to formally evaluate the strengths and weaknesses of their particular course and institution and its value for money and will be required to share their learning with their colleagues. Employees will be required to sign an undertaking to remain in the LIC's employment for one year following qualification or they will be liable for payment of 50% of the course fees.
- **16.1 Rostered Days Off (RDOs)** Staff on RDOs who exceptionally receive half day or day release will have their RDOs suspended for the duration of the period of study as a condition of such arrangements.
- **16.2 General Conditions for the Approval of Courses of Study** Listed below are the general conditions for training and study leave applications that will continue to apply to all applications.
- All employees must, in the first instance, consider the possibility of external financial support for proposed courses of study where this is a reasonable option.
 - Where the employee has not been able to secure external funding all applications for funding through LIC will be considered by the MC and will be subject to any financial restrictions in place at the time.
- In general, afternoon/evening and evening only courses are to be chosen in preference to those which take the employee out of the workplace for a whole day at a time. Day release will be granted at the discretion of the MC in line with the needs of the organisation.
- If no suitable afternoon/evening course exists, whole day release requests will be considered by the MC in discussion with a representative of the HRSG.
- Where approval has been received for full/half day study leave, employees must be able to demonstrate attendance at approved courses to their manager.
- Employees undertaking study leave must not work for any other employer whilst being paid for study leave
- All employees are required to produce written confirmation of the outcome of the course of study (pass/fail) upon completion of each academic year.
- Where a student fails a course, study leave will not be granted to attend the course or examinations a second or subsequent time and staff members will be required to use their annual leave to attend courses

- . Where employees leave the LIC's employment before completing the course, repayment of LIC's contribution will be required pro-rata to the proportion of the course remaining.

17 Procedure for applying for Additional Leave

All employees are eligible to apply for Additional Leave regardless of their length of service and hours worked. If an employee is unable to attend work or has to leave work because of an urgent domestic, personal or family business, staff should speak with their line manager as soon as possible or, if the line manager is unavailable, another designated manager within their department. If there are no managers available, the **XXX** must be consulted.

In the event of a bereavement, staff should speak with their line manager as soon as possible or, if the line manager is unavailable, another designated manager within their department. If there are no managers available, the **XXX** must be consulted. Employees applying for unpaid leave in addition to bereavement leave should make this request in writing to their line manager stating the length of time needed and their reasons for the request. The line manager will consider the request in consultation with HRSG.

Applications for all other types of additional leave should be made to the line manager with as much notice as possible, with the exception of leave to deal with an exceptional/domestic/carer related emergency where the employee should contact the line manager as soon as possible.

All applications for additional leave, in all circumstances, should be made using the Application for Additional Leave Form (appendix B) attached to this policy and forwarded to **XXX** once authorised by the line manager. Managers must also record approved additional leave on the **FIN** sheet for their department and employees must record the leave on their leave card, which has provision for recording Additional Leave.

18 Miscellaneous Leave

18.1 Job Interviews Staff are required to take annual leave to attend interviews. The exception to this is when interviews are for posts within LIC and the interview is on a day that the staff member normally works. In these circumstances the staff member will be given the time to attend the interview and depending on the time of the interview, should attend work prior to and after the interview. The time off will include reasonable travel time to and from the interview venue as well as the time allotted for the interview itself.

- . **18.2 Moving House** LIC has no provision for Moving House Leave and staff are therefore required to take annual leave to move house.
- . **18.3 Eid Shopping** LIC has no provision for 'Eid Shopping Leave' and

therefore staff are required to take annual leave to do their shopping.

- . **18.4 Christmas Eve working** LIC has no provision for staff to work shorter hours on Christmas Eve. In the interests of consistency across LIC, where staff wish to work a shorter day on Christmas Eve they are required to request annual leave and the normal provisions for approving annual leave will apply to ensure service delivery is not affected.
- . **18.5 Religious Holidays** LIC will seek, wherever possible to allow employees to use their annual leave to observe special religious holidays or festivals insofar as this is possible and practical, taking into account the needs of the service. All employees, whatever their religion or belief, will be treated equally in this respect.
- . **18.6 Flexi Leave** The details of any locally agreed scheme must be written into a set of guidelines which are issued to all staff and the application of the rules must be monitored by the manager.
- . **18.7 Pets** All requests in relation to the care of a pet must be taken as annual leave or unpaid leave.

19.0 GENERAL CONDITIONS

- The period of absence requested need not involve consecutive working days.
- Additional unpaid leave may be granted depending on individual circumstances.
- The HRSG will maintain an overview to ensure a consistency of approach regarding the implementation of this policy across LIC and will offer advice and guidance to managers and staff where appropriate.
- Any grievances arising from the implementation of this policy will be dealt with in accordance with the LIC's Grievance Policy.

20.0 MONITORING COMPLIANCE WITH AND THE EFFECTIVENESS OF PROCEDURAL DOCUMENTS

- . **20.1 Process for Monitoring Compliance and Effectiveness** Managers are responsible for ensuring that all procedures for requesting annual leave are followed and records of annual leave are recorded and approved in advance of any annual leave being taken. All staff must be given a leave card detailing their entitlement for the year including bank holidays for part time staff.

Queries relating to entitlement should be directed to the line manager in the first instance and if unresolved they can then be forwarded to the HRSG.

22.0 REFERENCES

Appendix A – Leave Card

APPENDIX B Application for Additional Leave Name Department

Employee NumberType of leave requested - Carers Leave*/Bereavement
Leave/Study leave*/other – please specify
Dates of the leave requested Information to support the request

For completion by the Manager

Approved*/Not Approved*Number of Days**Date(s) of Carers**
Leave*/Bereavement Leave*/Study leave*/other* – please specify
Paid*/unpaid*

Managers Name (please print)Manager’s signature**Date**Amount of
additional leave agreed in the last 12 months

* delete as appropriate

A copy of this form must be sent to **XXX** and leave recorded on the **FIN**
Sheet. The leave must also be recorded by the employee on their annual
leave card and be signed by the line manager.

APPENDIX CLIC REQUEST TO TAKE A CAREER BREAK

Name:

Address:

.....
LIC Start date:

Position:.....

Based at:.....

.....
Post Start Date:..... Membership of the Superannuation Scheme: YES / NO

I wish to be considered for a Career Break From..... To.....
(Maximum 2 years)

Reason for Career

Break:

.....
Signed Date.....

For manager's use: I approve/do not approve the above named member of staff's application to take a Career Break.

(If the application is not approved, please state your reasons):

.....
Signed Date Designation

PLEASE FORWARD A COPY OF THIS FORM TO THE HRSG

Appendix D - INTERNAL SECONDMENT CONTRACT

NAME:

ADDRESS:

CURRENT WORKPLACE:(Name, address and telephone number)

CURRENT LINE MANAGER/PRINCIPAL EMPLOYER:

Details of Secondment:

You have been successful in your application for a secondment under LIC's Secondment Policy to the post of within the..... department.

This secondment is for a period ofyears, starting onand ending on It will be a full time/part time secondment working hours per week.

You will remain an employee of LIC who will continue to pay your salary and related benefits at the same rate as agreed in your existing contract. You should submit any travel expense claim forms (after counter signature) to (name of employer/manager or directly to Finance).

Or

You will remain an employee of the LIC who will pay your salary and other related benefits. Your salary during the secondment period will be £ You should submit any travel expense claim forms after counter signature to

Finance has been advised to send your payslip to your home address for the duration of the secondment. You will be based at and you will be managed by

As you remain an employee of the LIC, you will remain eligible to apply for any posts advertised internally or externally. It is anticipated however, that you will complete the agreed period of secondment and return to your substantive post. Your manager has agreed with you that cover whilst you are away will be provided by(no cover, temp or fixed term recruitment, permanent recruitment)

Your objectives will be set and your performance reviewed by your receiving secondment manager and in agreement with your existing line manager and yourself.

The receiving manager will provide the tools, training and peer support necessary for you to achieve the project and personal development goals and objectives. Should there be any reason or incident for which the management ofservice/ department would have to take any informal/formal action for either performance or disciplinary reasons, then this will be carried out in

accordance with existing LIC policies.

Whilst working for service/department, you are expected to abide and follow the working policies and procedures applicable to your area of work in that area including working hours, working shifts if necessary and the taking of bank and public holidays.

Should you wish to return to your substantive post before the agreed term of your secondment has elapsed, you must write to both "employers" providing one month's written notice of your intention.

This contract constitutes a temporary variation to your existing Contract of Employment. All other terms and conditions of service remain the same. Please sign and return the enclosed copy of this contract as your acceptance of this change. I would urge you to read and understand the full secondment policy and the conditions contained therein.

Any difficulties arising from the secondment which cannot be resolved, should be referred to (name and title of Manager).

I would like to wish you every success in your secondment and I hope you find the experience both useful and rewarding.

..... For and on behalf of the Existing LIC Manager

..... For and on behalf of the Receiving
Organisation Manager

I have read and understood the Leave Policy and the above contract.

..... Employee Signature Date

APPENDIX E - EXTERNAL SECONDMENT AGREEMENT

This Agreement is made between:

1. LIC (“the Employer”)
2. (“The new Employer”)
3. (“The Employee”)

WHEREAS

- . a) (The Employee) is employed by the LIC.
- . b) The parties have agreed that for the period from
to (the

Employee) will provide her/his services to (the new employer) as (job title) pursuant to the terms of this Agreement and (the Employee) agrees that his contract shall be varied accordingly.

IT IS AGREED as follows:-

1. Duration

This agreement is effective from until and including (“the Term”), subject to any early termination, as provided for in this agreement. During this period your manager has agreed with you that your substantive post will be covered by(no cover, temp or fixed term recruitment, permanent recruitment)

2. Services to be provided

2.1. LIC agrees to supply to (the new employer), for the duration of the Term, the services of (the employee) to undertake the role of(job title).

2.2. (The employee) agrees, for the duration of the Term, to provide the services to (the new employer) and will devote so much of her/his time, attention and ability as is reasonably required from time to time by (the new employer) for their proper performance. (The employee) will comply with the new employer’s reasonable requirements and instructions as communicated to (the employee) from time to time.

2.3. (The employee) will report to (line manager) at (the new employer). The day to day direction and supervision of (the employee) and his/her conduct and actions shall be the exclusive responsibility of, and at the risk of (the new employer).

2.4. (The new employer) shall ensure that the duties of (the employee) are appropriate to his/her status and not inconsistent with the terms and conditions of employment of the employee.

2.5. Nothing in this Agreement will be construed to have effect as forming or recording any relationship of employer and employee between (the new employer) and (the employee) and nothing in this Agreement shall constitute or be construed as constituting or establishing any partnership or joint venture between the parties to this Agreement for any purpose whatsoever.

2.6. (The new employer) will submit reports on the performance or conduct of

(the employee) as and when reasonably requested by LIC. (The new employer) will be responsible for providing LIC with all relevant management information to enable the LIC to pay (the employee) correctly and complete necessary returns (e.g. sickness, other absence, and reportable incidents/accidents).

2.7. (The new employer) is responsible for ensuring appropriate insurance cover exists for (the employee).

3. Cost

3.1. In consideration of the Services, (the new employer) agrees to reimburse the LIC (the employee's) salary, together with any other costs reasonably incurred in connection with the supply of (the employee).

3.2. Where possible, (the new employer) will directly reimburse to (the employee) travel, phone and living costs associated with his/her employment. Where this is not possible, these costs will be paid by the LIC and (the new employer) agrees to reimburse the LIC the full amount.

3.3. Following notification in writing from LIC to (the new employer), (the new employer) agrees to pay to LIC a sum equivalent to any annual pay increases made by the LIC to (the employee) in its normal manner from the date that any such pay increase takes effect until the end of the Term.

3.4 (The new employer) agrees to reimburse the LIC any other charges agreed in advance between (the new employer) and LIC.

4. Invoicing arrangements

The charges detailed in clause 3 above, shall be paid quarterly by (the new employer) within thirty (30) days of receipt of an invoice from LIC.

5. Variation of the Agreement

5.1. The Agreement may only be varied with the express written agreement of the parties concerned. It is expected that (the new employer) may notify LIC in writing no later than three (3) months before the end of the term, of any extension or termination of the Term of this Agreement that it is seeking.

6. Termination of the Agreement

6.1. This Agreement will automatically terminate upon the expiration of the Term or the prior termination of (the employee's) contract of employment by LIC at which time LIC will, subject to the indemnities provided in clause 7, be responsible for all matters relating to the employment of (the employee). Should you wish to return to your substantive post before the agreed term of your secondment has elapsed, you must write to both "employers" providing one month's written notice of your intention.

6.2 The termination of this Secondment Agreement shall not affect any rights or obligations of the parties, which accrued prior to such termination.

7. Indemnities

7.1. It is hereby declared that it is the intention of the parties that (the employee) is and shall be treated for all purposes as the employee of LIC and shall not be entitled to any salary, pension, bonus or other fringe benefits from (the new

employer). (The employee) will remain employed by LIC for the duration of his secondment to (the new employer). It is agreed that LIC shall be responsible for all income tax liability and National Insurance or similar contributions in respect of any payment to (the employee) for the provision of services by (the employee) to (the new employer) under this Agreement.

7.2. In the event that HM Customs & Excise (or any other relevant authority) determines that any amount of VAT is or has been incorrectly charged by LIC under or in connection with this Agreement, (the new employer) will immediately, on receipt of a written request from LIC, pay or repay to LIC such amounts of VAT and, where appropriate, provide LIC with a valid VAT credit note in respect of such amounts of VAT.

7.3. LIC shall incur no liability for loss, damage or injury of whatever nature sustained by (the employee) insofar as it arises wholly as a result of negligence or wilful default on the part of (the new employer) or any of its employees.

7.4. (The new employer) hereby indemnifies LIC against any and all of the following:

- . 7.4.1. any loss of or any damage to any property;
- . 7.4.2. all financial loss, including claims, liabilities, actions, proceedings, costs (including legal fees), losses, damages, demands, penalties, fines or expenses suffered or incurred by LIC which are attributable to any act or omission by (the new employer) or any other person for whom (the new employer) are liable arising out of the employment of (the employee) during the Term;

7.4.3. those resulting from any breach of (the employee) of any intellectual property rights owned by LIC or third party;

7.4.4. injury to or death of any person caused by any negligent act or omission or wilful misconduct of (the employee), whether resulting in material or financial loss or damages or death or injury to persons or any other loss or damage whatsoever;

- . 7.4.5. the employment or termination of employment of (the employee) during the Term;

- . 7.4.6. any breach by (the new employer) of any collective agreement or other custom,

practice or arrangement (whether or not legally binding) with a trade union, staff association or employee representatives in respect of (the employee);

7.4.7. including, for the avoidance of doubt, liability for personal injury, accident or illness suffered or incurred in whole or in part during the Term, breach of contract or in tort or under any legislation applicable in the United Kingdom, for any remedy including, without limitation, pursuant to the Employment Rights Act 1996, or for unfair dismissal, redundancy, statutory redundancy, equal pay, sex, race or disability discrimination or any relevant statutory provision.

7.5. LIC hereby indemnifies (the new employer) against any and all claims, liabilities, actions, proceedings, costs (including legal fees), losses, damages,

demands, penalties, fines or expenses suffered or incurred by (the new employer) which are attributable to any act or omission by LIC or any other person for whom LIC is liable arising out of the employment of (the employee) during the Term.

8. Conduct of Claims

8.1. If (the new employer) becomes aware of any matter that may give rise to a claim against (the employee), notice of the fact shall be given as soon as possible to LIC.

8.2. Without prejudice to the validity of the claim or alleged claim in question, (the new employer) shall allow LIC and its professional advisors to investigate the matter or circumstance alleged to give rise to such claim and whether and to what extent any amount is payable in respect of such claim, and for such purpose, (the new employer) shall give, subject to being paid all reasonable costs and expenses, all such information and assistance, including access to premises and personnel, and the right to examine and copy or photograph any assets, accounts, documents and records, as LIC or its professional advisors may reasonably request PROVIDED THAT nothing in this clause

8.2 shall be construed as requiring (the new employer) to disclose any document or thing the subject of any privilege. LIC agrees to keep all such information confidential and only to use it for such purpose.

8.3 No admission of liability shall be made by or on behalf of (the new employer) and any such claim shall not be compromised, disposed of or settled without the consent of LIC.

8.4. LIC shall be entitled in its absolute discretion to take such action as it shall deem necessary to avoid, dispute, deny, defend, resist, appeal, compromise or contest any such claim or liability (including, without limitation, making counterclaims or other claims against third parties) in the name of and on behalf of (the new employer) and to have the conduct of any related proceedings, negotiations or appeals.

9. Place of work

(The employee) will be expected to deliver the services at such locations as may be reasonably required by (the new employer).

10. Hours of work

(The employee) will supply the services within the terms of his/her contract of employment. In addition, subject to the Working Time Regulations, (the employee) may be required to work at other times as may be necessary for the proper performance of his/her duties.

11. Health and Safety

(The new employer) shall be responsible for ensuring that (the employee) observes its health and safety policies and procedures and maintains a safe

method of working. (The employee) will observe all reasonable safety instructions given to him/her from time to time by (the new employer).

12. Confidential Information

12.1. It is acknowledged that to enable him/her to provide services during the Term (the new employer) will provide (the employee) with information of a highly confidential nature which is or may be private, confidential or secret, being information or material which is the property of (the new employer) or which (the new employer) is obliged to hold confidential include, without limitation, all official secrets, information relating to the working of any project carried on or used by (the new employer), research projects, strategy documents, tenders and any proprietary information relating to (the new employer), (any and all of the foregoing being "Confidential Information").

12.2. (The employee) agrees to adopt all such procedures as (the new employer) may reasonably require and to keep confidential all confidential information and that (the employee) shall not, (save as required by law) disclose the confidential information in whole or in part to anyone and agrees not to disclose the confidential information other than in connection with the provision of the services. LIC will not, however, be liable for any failure on the part of (the employee) to observe this requirement.

12.3. Any document, including without limitation, notes, memoranda, diaries, correspondence, computer disks, facsimiles, telexes, reports or other documents or data of whatever nature or copies thereof created by (the employee) in the course of the Term will be, and remain, the property of (the new employer) and (the new employer) shall be the absolute beneficial owner of the copyright in any such document.

12.4. (The employee) agrees that s/he shall at any time during the continuance of this agreement if so required by (the new employer) and in the event of the termination of this agreement for whatever reason (whether lawfully or otherwise) surrender to (the new employer) all original and copy documents in his/her possession, custody or control (including, without limitation, all books, documents, papers, materials) belonging to (the new employer) together with any other property belonging to (the new employer). LIC will not, however, be liable for any failure on the part of (the employee) to observe this requirement.

12.5. The obligations under this agreement apply to all and any confidential information whether the confidential information was in or comes into the possession of the relevant person prior to or following this agreement and such obligations shall be continuing obligations throughout the continuance of this agreement and at all times following its termination, but shall cease to apply to information which may come into the public domain otherwise than through unauthorised disclosure by (the employee).

13. Intellectual Property

All intellectual property rights associated with any intellectual property arising from the Services shall belong to (the new employer).

14. Grievance and Discipline

14.1. All matters of grievance and discipline shall be dealt with by LIC in accordance with its normal procedures.

14.2. (The new employer) agrees to co-operate fully with LIC to resolve grievances raised by (the Employee). This includes the participation of (The new employer) staff and members with investigations initiated by LIC.

14.3. (The new employer) undertakes to report to LIC, at the earliest possible opportunity, all matters which may require disciplinary action by LIC, and to participate promptly in any subsequent action which may be necessary.

15. Periods of leave

15.1. (The employee) shall book all leave to which he is entitled with (the new employer). It is the host employer's responsibility to provide the principal employer with regular monthly and accurate information about the employee's absences (for whatever reason) from work.

15.2 In the event of sickness, (the employee) shall notify both LIC and (the new employer) in accordance with the agreed procedure of each party of which (the employee) has been advised.

16. Assignment

16.1. Subject to clause 16.2, the parties may not assign, transfer or subcontract or in any other manner make over any third party the benefit and/or burden of this Agreement without the prior written consent of the other parties.

16.2. (The new employer) shall be entitled to assign the benefit and burden of this Agreement to any successor organisation without consent.

16.3. Subject to clause 16.1 this Agreement shall be binding upon the successors and assignees of the parties hereto and the name of the party appearing herein shall be deemed to include the names of its successors and assignees.

17. Choice of Law and Submission to Jurisdiction

. 17.1. This Agreement shall be governed by and interpreted in accordance with English Law.

. 17.2. The parties submit to the non-exclusive jurisdiction of the English Courts with regard to any dispute or claim arising under this Agreement but this Agreement may be enforced by any party in any Court or competent jurisdiction.

18. Prior Agreements

This Agreement shall be in substitution for any previous agreement, whether by

way of letter, agreements or arrangements, whether written, oral or implied, relating to the Services of (the employee), which shall be deemed to be terminated by mutual consent as from the date of this Agreement.

19. Accrued Rights

19.1. The expiration or termination of this Agreement however arising shall not prejudice any claim which any party may have against another in respect of any pre-existing breach of, or contravention of, or non compliance with any provision of this Agreement, nor shall it prejudice the coming into force or the continuance in force of any provision of this Agreement which is expressly or by implication intended to or has the effect of coming into, or continuing in force on or after such expiration or termination.

19.2. No waiver by either party, other than one made in writing, of any breach by the other party of any provision of this Agreement and no failure delay or forbearance by any party in exercising any of its rights, shall be taken to be a waiver of such breach or right which will prevent the party from later taking any action or making any claim in respect of such breach or right.

20. Illegality

If any provision or term of this Agreement shall become or be declared illegal invalid or unenforceable for any reason whatsoever, including without limitation, by reason of provisions of any legislation or by reason of any decision of any court or other body having jurisdiction over the parties, such terms or provisions shall be divisible from this Agreement and shall be deemed to be deleted in the jurisdiction in question PROVIDED always that if any such deletion substantially affects or alters the commercial basis of this Agreement, the parties shall negotiate in good faith to amend and modify the provisions or terms of this Agreement as may be necessary or desirable in the circumstances.

I hereby agree the above conditions on behalf of LIC:

Signed: _____ Date: _____

Name: _____ (LIC)

I hereby agree the above conditions on behalf of (“the new Employer”)

Signed: _____ Date: _____

Name: _____ Date: _____ (The new Employer)

I hereby agree to the above terms and conditions:

Signed: _____ Date: _____

Name: _____ Date: _____

(the employee)