

## **Guidance Note to supplement Learning and Development Policy**

### **1. Special leave with pay for studying**

For degree courses and courses of equivalent length and rigour:

- Up to 20 days in total. Not more than 10 to be taken in the last year of the course
- If you require more than 5 days for examinations in any one year, then up to 4 additional days may be taken in that year.

If the limits above would make it impossible for you to complete the course:

- Up to 10 additional days may be taken with annual leave making up any further time required

For 'A' level and equivalent courses:

- Up to 10 days in total. Not more than 5 days in any one year of the course
- If you require more than 2 ½ days for examinations in any one year, then up to 4 additional days may be taken in that year.

For GCSE and equivalent courses:

- Up to 5 days in total

### **2. Full-time study that we commission**

We may agree to employees' involvement if we commission studies of particular relevance to BBSRC. We will normally take the initiative in those cases.

### **3. Travelling time**

Unless a course or other learning activity is held on-site, the time taken to travel to and from training venues which is in excess of your normal travelling time to and from work, and outside the standard working day, will be defined as travelling time and the normal rules for payment, time off in lieu and the working time directive will apply, (see [appendix A9.3 - Working time](#)).

### **4. Cancellations**

Once you have committed to an event, you should only cancel in exceptional circumstances, after discussions with your line manager and learning and development manager. For unjustifiable cancellations, the costs will be recharged to your line manager's or your own budget.

## **5. Travel and subsistence costs**

Travel expenses and subsistence costs will normally be met in accordance with standard BBSRC rules (see - Travel, food and accommodation (including detached duty) unless any other arrangement has been agreed).

## **6. Fees and expenses**

BBSRC will pay all registration, examination and other related fees and costs unless specific alternative arrangements are agreed. This includes travel and subsistence costs for attending award ceremonies as well as the cost of hiring caps and gowns etc. BBSRC may fund the cost of professional fees during the period the individual is studying.

Non-attendance on any training course of further education may result in you or your department being re-charged any costs incurred.

## **7. Books and other materials**

If you are required to purchase books or other reference material, 50% of the cost will be met by BBSRC. In this circumstance, the resources will become your property, but it will become the property of BBSRC if you do not complete the course or leave BBSRC employment before completing the course.

If it is considered that books or reference material could be of use to others who might be studying the same subject, BBSRC may consider funding 100% of the material and retaining it for the library.

## **8. Re-sits**

BBSRC will normally cover the cost of one re-sit. You will be expected to use your annual leave allowance for any additional study leave which is required.

## **9. Resignation during training or further education**

If you resign from BBSRC whilst you are undergoing a course of training or further education which takes place over a period of 12 months or more, you may be required to refund part of the course fee and return any books or other training materials provided or loaned. The arrangements for refunding fees and costs on resignation will be discussed and agreed in writing prior to enrolment (see payback agreement at Appendix 2).

## **10. Non-completion of a course of training or further education**

Continued support of further education or training is based on you making satisfactory progress with your studies; BBSRC may withdraw your funding if there are no mitigating circumstances that are contributing to your lack of progress.

If you do not complete a further education course or training, your individual circumstances will be reviewed with your line manager and learning and development manager and you may be required to contribute to any outstanding fees (see Declaration to repay training expenses at appendix 2 on page 11).

If you have a high absence rate or do not attend a course or other training event without reasonable justification, this may also be considered as a disciplinary matter - (see [section](#)

A12b - If things go wrong - disciplinary issues). Your establishment may also recover any costs incurred by re-charging your department.

If you are unable to complete due to unforeseen carer responsibilities, medical or other similar reason, we will pay the outstanding fees.

### **11. Redundancy during training or further education**

If you are declared redundant during a further education course or training, we will honour any financial commitments made to the training or education body. Wherever possible, we will continue to support you if you wish to complete your studies.

### **12. Equality**

BBSRC is committed to promoting equality and diversity of opportunity - (see section A3 - Dignity and diversity at work).

Wherever possible, learning and development will be arranged to avoid or minimise disruption to your dependent care arrangements. Consideration will be given on a case by case basis to a claim for reimbursement of additional childcare or dependent care costs incurred should attendance time on a course or other training event exceed normal daily work arrangements, e.g. reimbursement of additional childcare costs would be considered for an employee who is contracted to work less than 8 hours per day but attends a day-long course.

It is your responsibility to make the organisers of learning and development activities aware, at the earliest opportunity (ideally at the application stage) if you have a particular need (e.g. for a disability or religious belief) or work alternative work patterns, so that suitable arrangements can be made for you as far as is reasonably practicable.

### **13. Appeals**

If you consider that you have been inappropriately denied training or that your training needs have been dealt with less favourably than other employees, you have the right to raise your concerns through the BBSRC grievance procedure.

## **The right to request time to train**

### **1. Introduction**

In addition to the learning and development opportunities set out in [section A5](#) of the employment code, if you have more than 26 weeks of continuous service then you have the statutory right to request your employer for time off to train.

### **2. How to apply**

You can only make one application in a 12 month period.

The request must be in writing to your line manager, using a training request form, (see appendix 1 at page 7) for establishments using RCUK SSC Ltd this form is available on KnowledgeBase.

You should include the following:

- Name of programme
- Training provider
- Qualification, if applicable
- Start and completion date
- Subject matter
- Method and place of study
- Cost of the programme
- Training time required
- Date of application
- How the training will help improve business performance and your effectiveness in BBSRC

### **3. Consideration of request**

On receipt of an application line managers should:

- Acknowledge your request and seek advice from their Learning and Development Manager
- Arrange a meeting with you within 28 calendar days of receipt of your application to discuss your request. (This meeting is not required if your request is agreed and notified to you within the 28 day period)
- Allow you to be accompanied at the meeting by a trade union representative or work colleague
- Notify you of the decision in writing, within 14 calendar days of the date of the meeting

This notification will:

Accept your request, including whether the time off to train will be paid or unpaid; or

Accept part of your request, (for example if more than one type of training or study is requested at once it may be that only part of the request is agreed) including whether the time off to train will be paid or unpaid; or

Reject your request; a request may be rejected for the following business reasons:

- The proposed study or training would not improve your effectiveness in BBSRC
- The proposed study or training would not improve the performance of BBSRC
- The burden of additional costs would be too great
- The proposed study or training would have a detrimental effect on BBSRC's ability to meet stakeholder demand
- It would not be possible to reorganise the work among existing staff
- There is insufficient work during the periods you propose to work
- The proposed study or training would have a detrimental effect on performance or quality
- There are planned structural changes during the proposed study or training period

#### **4. Appeal**

You may appeal within 14 calendar days of the date of notification of your line manager's decision. Your line manager must arrange a meeting to take place within 14 calendar days of receiving notice of the appeal; this will usually be with the learning and development manager or your co-signatory. You may be accompanied by a trade union representative or work colleague at the meeting.

You will be informed of the outcome of the appeal in writing within 14 calendar days of the date of the meeting.

#### **5. Non attendance at meetings**

You (and if appropriate the person accompanying you) are expected to make every effort to attend an arranged meeting.

If you or your companion are unable to attend the meeting (including an appeal meeting) you should propose a new time that is suitable for you, your companion, and the appropriate manager. The rearranged meeting must be within 7 calendar days of the original date proposed for the meeting.

If you fail to attend the meeting (or appeal meeting) more than once without a reasonable explanation, your employer can treat your request as withdrawn.

#### **6. Evidence of attendance**

You must tell your line manager in writing and with the date, if you:

- do not start the training

- stop attending the training
- do anything different to the training you have agreed

If you do not attend the agreed training without telling your line manager, we may consider taking disciplinary action against you.

If you change your mind about attending the training after we have agreed to your request, you should discuss this with your line manager.

## **7. Withdrawal of agreement**

There might be circumstances when we may wish to withdraw support for your training, for example, if the training course is over a long period. You should be open to discussing this with your line manager in your meeting and consider agreeing to circumstances when support may be withdrawn. This will be included in the written notification to you from your line manager following consideration of your request.

**BBSRC TRAINING REQUEST TEMPLATE**

Name of Employee		Position	
Name of Line Manager		Position	

Name of Programme / Qualification	
Training Provider (if known)	
Length of Programme	
Start Date and Date of Completion	
Method of Study (e.g. distance, classroom etc)	
Cost of Programme (if known)	
Study Time Required (if any)	
Travel & subsistence costs	
Books & materials	

This application is made under the right to request time to train. Yes/No

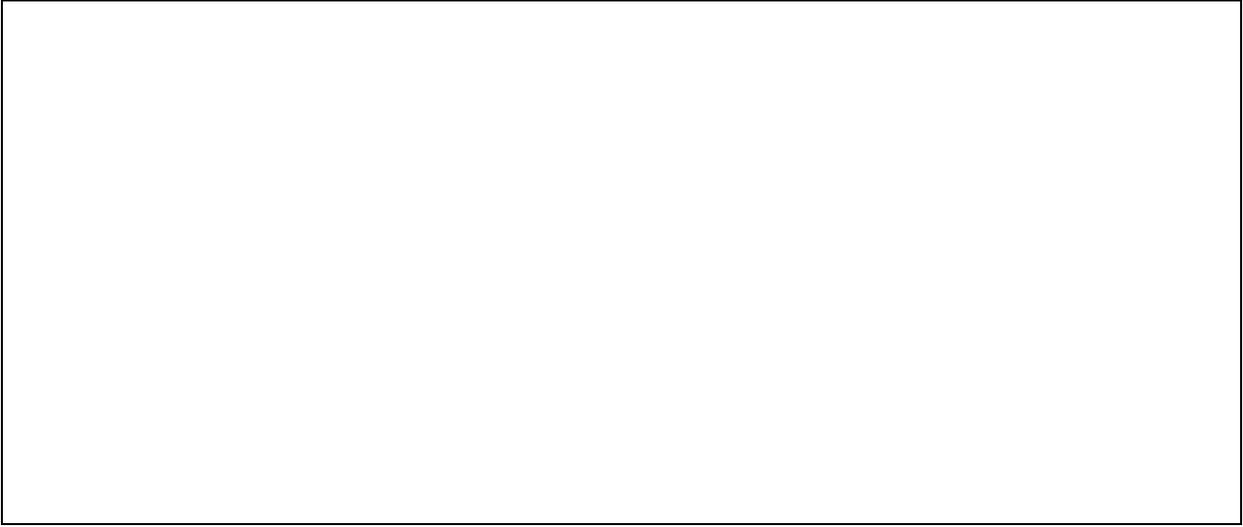
**PART ONE – To be completed by Job Holder and discussed with Line Manager**

Business Case (How will this programme benefit the individual, their line manager and the business?):

What are you expecting to learn on this course (your objectives)?

What preparation will you do before attending the course?	
What skills / knowledge will be developed as a result of attending this training?	
What will help you to apply the knowledge you gain to your area of work?	
<p>Do you require any assistance in attending the course, including access, language, reading, writing or other?</p> <p>If the answer is YES, please provide details below (If you would like to discuss this confidentially, please contact HR Services or e-mail: <a href="mailto:HR.Services@bbsrc.ac.uk">HR.Services@bbsrc.ac.uk</a>):</p>	YES / NO

Most full day courses include refreshments. Do you have any dietary requirements that need to be taken into consideration? If the answer is YES, please provide details below:			YES / NO
Signed (employee)*:		Date:	
*By signing this form, you are agreeing to the terms and conditions laid out in the Training and Further Education Local Rules			
<b>PART TWO – To be completed by Line Manager</b>			
Line Managers Supporting Comments:			
Signed (line manager):		Date:	
<b>PART THREE – to be completed by HR Services</b>			
Authorised By:		Date:	
Notes:			



**Please return the form to HR Services (keep a copy for your own records)**

### Payback agreement (for use on courses with a duration of 12 months or more)

Please send the document to UKSBS HR Service Delivery by creating a new Service Request in iSupport and attaching this form to the Service Request or if your institute does not access services from UKSBS then return to your local HR team.

Note: Whoever submits the Service Request will be the primary contact for any queries from the UKSBS regarding this request.

If it is not possible to submit this form electronically, please sign the form where requested and submit to the UKSBS by:

Fax on 01793 716892, or

Post to HR Service Delivery, UKSBS Ltd, North Star House, North Star Avenue, Swindon, Wiltshire, SN2 1FF

Employee name:		
Employee number:		
Research Council & Department:		
Title of qualification:		
Training provider's name & address:		
Method of study:		
Length of course:		
Expected start date of studies:		
Expected end date of studies:		
Costs:	Please state the total cost of the course and detail any costs on an annual basis (such as subscription fees etc):	

**Employee agreement:**

I agree to the conditions set out in the Research Council's Learning & Development policy, including the penalty clause whereby if I leave BBBRC service during my studies I must pay back an amount equal to the costs incurred on my behalf by BBSRC. I understand that any costs that may be repayable to BBSRC pursuant to this agreement may be offset against any pay, allowance, pension benefits or other payments due to me.

Employee name:	
Signature:	
Date:	

**Manager Confirmation:**

I confirm that I have discussed this agreement with the individual.

Manager name & employee number:	
Signature:	
Date:	