



HR POLICIES & PROCEDURES (HR/C01)

EMPLOYMENT BREAK SCHEME

DOCUMENT INFORMATION	
Author: HR Department; reviewed Geraldine Shepherd – Corporate Business Partner	Consultation & Approval:
This document replaces: Employment Break Scheme 2009	Notification of Policy Release: “All Recipients” email Staff Notice Boards Intranet
Equality Impact Assessment:	September 2015
Date of Issue:	November 2015
Reviewed:	Next Review: November 2018
Version:	V1.1

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1. Employment Break Agreement

EQUALITY IMPACT ASSESSMENT

1. INTRODUCTION

- 1.1 An “employment break” is defined as an agreement between an employee and the Trust for an extended period of unpaid leave from work whereby the employee intends to resume working for the Trust at a mutually agreed date in the future.
- 1.2 The Trust’s scheme enables employees to apply for an employment break of no less than three months and no more than five years in length, in accordance with section 36 the NHS National Terms & Conditions Handbook.
- 1.3 Breaks may be taken as a single period or as more than one period subject to the agreement of the line manager for each request.
- 1.4 The Trust reserves the right to terminate the employment break if any of the conditions of the agreement are breached.
- 1.5 The Trust values of Teamwork, Caring, Professional and Innovation underpin everything we do to support our vision of saving lives and enabling patients to get the care they need. SCAS aims to nurture a healthy culture, based on all staff demonstrating their role-relevant values-based behaviours within their working lives. All staff are expected to model their behaviours to support SCAS with its strategic aims to become an Employer, Partner and Provider of Choice.

2. PURPOSE

- 2.1 To help retain valuable skills and experience within the Trust whilst recognising that at varying times in their lives employees might wish/need to take an extended break from duties in order to care for dependants, undertake personal development or voluntary work.
- 2.2 To facilitate this process without compromising the needs of the Trust and/or resulting in substantial loss of service continuity.

3. SCOPE

- 3.1 The scheme is open to all employees on permanent contracts who have, immediately prior to the commencement of the employment break period, a minimum of 12 months’ uninterrupted service with the Trust. The scheme gives staff the opportunity to take an unpaid break from employment in the event of:
 - Child care/domestic/dependant needs and/or commitments (dependants are as defined within the Trust’s Family Leave policy)
 - Further Education and/or personal development
 - Secondment to another NHS employer
 - Domestic/Travel Abroad

This list is not exhaustive, other reasons for requests will be considered.

- 3.2 Applications for breaks in order for employees to take paid employment with another employer will not normally be considered.

4. EQUALITY STATEMENT

- 4.1 This procedure will be applied fairly to all employees regardless of race, ethnic or national origin, colour or nationality; gender (including marital status); age; disability; sexual orientation; religion or belief; length of service, whether full or part-time or employed under a permanent or a fixed-term contract or any other relevant factor. The Trust will therefore take every possible step to ensure that this procedure is applied fairly to all employees regardless of the protected characteristics or whether full or part-time or employed under a permanent or a fixed-term contract or any other irrelevant factor.
- 4.2 By committing to a policy encouraging equality of opportunity and diversity, the Trust values differences between members of the community and within its existing workforce, and actively seeks to benefit from their differing skills, knowledge, and experiences in order to provide an exemplary healthcare service. The Trust is committed to promoting equality and diversity best practice both within the workforce and in any other area where it has influence.
- 4.3 Where there are barriers to understanding, eg, an employee has difficulty in reading or writing or where English is not their first language additional support will be put in place wherever necessary to ensure that the process to be followed is understood and that the employee is not disadvantaged at any stage in the procedure. Further information on the support available can be sought from the Human Resources Department.
- 4.4 Employees exercising their rights and entitlements under the regulations will suffer no detriment as a result.

5. APPLICATION FOR AN EMPLOYMENT BREAK

- 5.1 Applications for an employment break can be made for a period more than three months but less than five years. Each application will be considered separately and there is no automatic right to extend the period of the original application. To apply for an employment break employees should submit their case in writing to their Line Manager outlining the full reasons for their request and the length of break required, giving appropriate notice as follows:

Length of Break Requested	Minimum Notice Required
3 months	4 weeks
3-6 months	6 weeks
6+ months	12 weeks

- 5.2 The decision to approve an employment break rests with the applicant's Line Manager in consultation with their Line Manager/Director and the HR Department. The following points will be taken into consideration:
- disciplinary, performance and attendance record;
 - the reason for the employment break and, if applicable, when the applicant last had one;
 - the impact of the applicant's absence on the Trust/Division/Directorate/ Department;
 - whether the request will result in substantial loss of service continuity;
 - how the absence will be covered;

- for applications in excess of 12 months, the realistic potential for providing employment at the end of the employment break;
- the number of employment breaks in force at the time of application within the Trust/Division/Directorate/Department.

5.3 Once agreed, the legally binding Employment Break Agreement document at Appendix 1a and 1b must be completed. The original will be retained on the employee's personal file and the employee must keep their copy for reference.

5.4 In the event of an application for an employment break being refused, written reasons will be provided to the employee.

6. MANAGER'S RESPONSIBILITIES

6.1 When considering an application, managers must take a serious view of the effect of allowing the break in terms of balance and review the points in s5.2 carefully. For instance, they are duty-bound to consider the impact on existing staffing and do not have to accede to a request that will have a detrimental effect on performance.

6.2 During employment breaks, the employee's Line Manager will ensure that regular communications exist between the employee and Trust to ensure that employees are fully up-to-date with Trust progress/business. They will

6.2.1 forward all information in relation to consultations especially in respect of organisational restructure and ensure that they are included in all related processes and support (see s12).

6.2.2 forward information relating to vacancies within the Trust;

6.2.3 make arrangements for Trust newsletters and other appropriate correspondence to be sent to the employee on a regular basis, together with any other relevant Trust policies, procedures and notices, etc;

6.2.4 inform any managers who succeed them of all details in relation to the employment break, passing on any subsequent correspondence or variations;

6.2.5 inform the Clinical & Education Teams, so that operational staff are provided with new/revised protocols as and when issued.

7. EMPLOYEE RESPONSIBILITIES

7.1 Whilst on an employment break, employees must ensure they:

- inform the Trust of any change in their circumstances; eg, change of address;
- provide an email address which can be accessible throughout the break if the reason for the absence is travel and the provision of a fixed address is not practical;
- respond as appropriate to any correspondence from the line manager/Trust;
- attend all agreed work/training duties () and ensure professional qualifications are maintained, eg HPC, RCN registration;
- comply with all the Trust's policies (available on website);
- do not undertake paid or unpaid work without the express written permission of the Trust.

8. WORK PERIODS

- 8.1 All staff making a request for an employment break should ensure they are fully aware of the implications for their return to work in relation to any mandatory training update, DBS clearance, any licence or registrations/revalidations required to undertake their role. This must be discussed with the line manager, preferably before making an application.
- 8.2 In the event of a staff member being unable to maintain their registration/licence etc; ie, when an employment break has been granted for travel abroad, additional refresher training may be required prior to returning to work, as directed/recommended by the Clinical Education Department and their line manager, as appropriate.

9. TRAINING

- 9.1 For operational staff the Trust will provide training in line with Trust and/or registration statutory and mandatory requirements, as agreed with the Line Manager and Clinical Education Department.
- 9.2 For non-operational staff the Trust will provide training in-line with statutory and mandatory requirements as agreed with the Line Manager.
- 9.3 Any payment for work periods/refresher training during the employment break will be at the salary point on which the applicant was employed immediately prior to the commencement of the employment break period.

10. ANNUAL LEAVE AND BANK HOLIDAYS

- 10.1 Employees will not accrue annual leave or time in lieu entitlements during an agreed employment break period.

11. RETURN TO WORK

- 11.1 Employees, returning to work within one year, are guaranteed that, so far as is reasonably practicable, the same job will be available to them.
- 11.2 Employees, returning to work after 12 months, will be able to return to as similar a job as possible (eg, duties, responsibilities and status) to the one they left.
- 11.2.1 If no similar position is available, the employment break can be extended by up to 3 months in order to see if a job does become available. If at this point, there is still no appropriate position available, the individual's employment may be terminated on the grounds of redundancy and the necessary actions taken and payments made (NB. an employment break does not count as reckonable service for this purpose).
- 11.3 Prior to the return to work date, a meeting will be arranged between the Line Manager, the employee and an HR representative to discuss and organise any required re-entry training, workload handover and/or medical assessment.
- 11.3.1 In career breaks of 6 months or more, this meeting will take place at least 6 weeks prior to the return to work date or with as much notice as is practicable in the circumstances.
- 11.4 Operational staff and staff in any post which requires a full pre-employment check will be required to undertake a full medical examination with the Trust's Occupational Health Department along with any appropriate assessments and up-date training as required/appropriate in accordance with Clinical Education Team's requirements/recommendations and as defined in the Person Specification.

- 11.5 Employees who do not successfully complete agreed re-entry training/assessments will be subject to the provisions of the Trust's Capability Policy.
- 11.6 Any request from an employee who wishes to return to work prematurely will be reviewed, taking into account the reason(s) for such, the exigencies of the Service and the need to be fair and equitable in the treatment of the temporary replacement.
- 11.7 Similarly, any request from an applicant who wishes to extend their break will be considered, taking into account the reason(s) for such and the exigencies of the Service. It cannot be guaranteed that a request to extend a break will be agreed as service needs will be paramount to that decision.
- 11.8 Any individual not returning to work at the agreed end date of the employment break without reasonable cause/notification will be deemed in breach of their contract of employment and as such will be subject to the provisions of the Trust's Disciplinary Policy.

12. TERMS AND CONDITIONS OF EMPLOYMENT

12.1 Continuous Service

- 12.1.1 When an employee is granted an employment break, the period of absence will be regarded as a period of extended unpaid leave but will count towards continuous employment for statutory purposes.
- 12.1.2 The applicant will remain an employee of the Trust but their contract will be suspended; ie, other provisions (depending upon length of service; eg, redundancy entitlements, leave entitlements, etc) will be suspended for the period of the agreed break (see ss12 and 36 of the NHS Terms and Conditions Handbook).

12.2 Trust Policies

- 12.2.1 During their employment break the employee will be subject to Trust policies, failure to adhere to Trust policies and procedures during an employment break period may result in disciplinary action being taken against the employee and the employment break agreement terminated.

12.3 Pension

- 12.3.1 Employees may pay pension contributions up to the first 18 months of the employment break – but this choice must be made before the break is started. In this case, employers will make their normal contributions for the same period. Further information on this matter can be obtained from the Trust's Pensions:

[Link to NHS Pension Advice¹](#)

12.4 Loans/Advances on Salary

- 12.4.1 All outstanding employee loans/advances made by the Trust to the employee must be repaid in full before the commencement of the employment break period.

12.5 Trust Property

¹ [http://www.nhsbsa.nhs.uk/Pensions/Documents/Pensions/Authorised_Leave_-_Career_Breaks_FAQs_V1___07_2010_\(V1\).pdf](http://www.nhsbsa.nhs.uk/Pensions/Documents/Pensions/Authorised_Leave_-_Career_Breaks_FAQs_V1___07_2010_(V1).pdf)

- 12.5.1 Where an employee has a lease car, mobile telephone, laptop, etc, these must be returned to the Trust for the period of the employment break. This may affect contributions to the cost of the lease car.

13. ORGANISATIONAL CHANGE

- 13.1 The Trust will, as far as reasonably practicable, consult with the employee if, at any time, any organisational change occurs which will affect the employee's post as occupied, prior to the employment break period.

14. APPEALS PROCEDURE

- 14.1 Employees wishing to appeal against any decision made under this policy may do so using the Trust's Grievance Procedure.

15. RELATED POLICIES AND SOURCES

- 15.1 This policy should be read in conjunction with the following:

- Flexible Working Policy
- Additional Employment Policy
- NHS National Terms & Conditions of Service Handbook (s36)
- Professional registration/licencing websites

16. MONITORING & REVIEW

- 16.1 This policy will be reviewed in 3 years or earlier subject to any legislative change or NHS directives.

SOUTH CENTRAL AMBULANCE NHS TRUST

Employment Break Agreement

Name: **Payroll Number:**

Job Title: **Division:**

Station/Department:

Further to your application for an employment break and your subsequent discussions with **LINE MANAGER**, I am now pleased to confirm that your application has been granted subject to the following scheme conditions:

1. The employment break will commence on **DATE** and terminate on **DATE**. During this period, you will receive no salary payment. Payment for agreed work periods and/or refresher training will be made upon submission of a fully completed and authorised Trust timesheet.
2. For the duration of the employment break, it is your responsibility to ensure that you abide by the terms and conditions of the scheme as set out in the enclosed Trust policy and procedural guidance. Failure to abide by these rules may result in disciplinary action being taken against you and termination of this employment break agreement.
3. Upon completion of an employment break lasting no more than 12 months, you will return to your normal contracted duties as identified in your current Employment Contract and associated documentation.
4. Upon completion of an employment break in excess of 12 months, the Trust will endeavour to find you similar alternative employment in accordance with the Recruitment and Selection Policy. If a post does not become available, the employment break will be extended for up to three months while alternative options are considered. If they are not available or appropriate, your employment may be terminated. In such circumstances you will receive benefits equivalent to statutory redundancy payments (the period of unpaid leave will not count towards reckonable service for this purpose).

The above outlines the main provisions of the scheme, further information can be found in the enclosed policy and procedural guidance. If these terms are acceptable to you, please sign both copies of this letter, returning one to me for retention on your personal file.

In the meantime, I should like to take this opportunity to wish you well over the coming months and good luck in your ventures.

HR REPRESENTATIVE

I hereby confirm that I have read, understood and agree to abide by the terms and conditions of the Trust's Employment Break Scheme as outlined above and contained in the policy document dated January 2010.

Name

Job Title

Signed: **Date:**

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(for double-sided printing)

1. Equality Impact Assessment Form Section One – Screening

Name of Function, Policy or Strategy: **Employment Break Scheme**

Officer completing assessment: **Geraldine Shepherd, Corporate Business Partner**

Telephone: **01869 365147**

1. What is the main purpose of the strategy, function or policy?
To clarify all terms & conditions relating to an employee's eligibility for an employment break and the provisions that apply during the break and on return to work.
2. List the main activities of the function or policy (for strategies, list the main policy areas)
How to apply; responsibilities for manager and employee; terms & conditions; legally binding agreement template
3. Who will be the main beneficiaries of the strategy/function/policy?
Employees applying for and undertaking a career break; managers of such employees.
4. Use the table overleaf to indicate the following:-
a. Where do you think that the strategy/function/policy could have an adverse impact on any equality group; ie, it could disadvantage them?
b. Where do you think that there could be a positive impact on any of the groups or contribute to promoting equality, equal opportunities or improving relations within equality target groups?

		Positive Impact	Negative Impact	Reasons
GENDER	Women	Yes	N/A	Work-life balance – especially with reference to the care of children and elderly relatives.
	Men	N/A	N/A	Work-life balance – especially with reference to the care of children and elderly relatives.
RACE	Asian or Asian British People	N/A	Yes	Possible language difficulties
	Black or Black British People	N/A	Yes	Possible language difficulties
	Chinese people and other people	N/A	Yes	Possible language difficulties
	People of Mixed Race	N/A	Yes	Possible language difficulties
	White (inc Irish) people	N/A	N/A	Possible language difficulties
	Disabled People	N/A	Yes	Possible learning difficulties
	Lesbians, gay men and bisexuals	N/A	N/A	
	Transgender	N/A	N/A	
AGE	Older People (60+)	N/A	N/A	
	Younger People (17 to 25) and children	N/A	N/A	
	Faith Groups	N/A	N/A	
	Equal Opportunities and/or improved relations	N/A	N/A	Yes – ensuring that a fair and consistent process is followed for all Trust staff.

Notes:

Faith groups cover a wide range of groupings, the most common of which are Muslims, Buddhists, Jews, Christians, Sikhs and Hindus. Consider faith categories individually and collectively when considering positive and negative impacts.

The categories used in the race section refer to those used in the 2001 Census. Consideration should be given to the specific communities within the broad categories such as Bangladeshi people and to the needs of other communities that do not appear as separate categories in the Census, for example, Polish.

5. If you have indicated that there is a negative impact, is that impact:		
	Yes	No
Legal (it is not discriminatory under anti-discriminatory law)	<input type="checkbox"/>	X
Intended	<input type="checkbox"/>	X
Level of Impact	High	Low
	<input type="checkbox"/>	X
If the negative impact is possibly discriminatory and not intended and/or of high impact then please complete a thorough assessment after completing the rest of this form.		
6(a). Could you minimise or remove any negative impact that is of low significance? Explain how below:		
Clear, simple language used. Line managers support and guide their staff to understand what has been written in the policy and the impact/effect it would have on them.		
6(b). Could you improve the strategy, function or policy positive impact? Explain how below:		
By using clear and simple language.		
7. If there is no evidence that the strategy, function or policy promotes equality, equal opportunities or improves relations – could it be adopted so it does? How?		
N/A		

Please sign and date this form, keep one copy and send one copy to the Trust's Equality Lead.

Signed:

Name:

Date:

2. Equality Impact Assessment Form Section Two – Full Assessment

Name of Function, Policy or Strategy: **Employment Break Scheme**

Officer completing assessment: **Geraldine Shepherd , Corporate Business Partner**

Telephone: **01869 365147**

Part A

1. Looking back at section one of the EqIA, in what areas are there concerns that the strategy, policy or project could have a negative impact?

Gender	X
Race	X
Disability	X
Sexuality/Transgender	X
Age	X
Faith	X

2. Summarise the likely negative impacts:-

..... **Difficulties with understanding relating to language problems and/or learning disabilities**

..... **No perceived issues relating to other groups; actively addresses some.**

.....

.....

3. Using the table below, give a summary of what previous or planned consultation on this topic, policy, function or strategy has or will take place with groups or individuals from the equality target groups and what has this consultation noted about the likely negative impact?

Equality Target Groups	Summary of consultation planned or taken place
Gender	n/a
Race	n/a
Disability	n/a
Sexuality/Transsexuality	n/a
Older People	n/a
Younger People	n/a
Faith	n/a

4. What consultation has taken place or is planned with Trust staff including staff that have or will have direct experience of implementing the strategy, policy or function?

.....

.....

5. Check that any research, reports, studies concerning the equality target groups and the likely impact have been used to plan the project and guide or indicate what research you intend to carry out:-

Equality Target Groups	Title/type of/details of research/report
Gender	
Race	

Equality Target Groups	Title/type of/details of research/report
Disability	
Sexuality/Transsexuality	
Older People	
Younger People	
Faith	

6. If there are gaps in your previous or planned consultation and research, are there any experts/relevant groups that can be contacted to get further views or evidence on the issues?

Yes (Please list them and explain how you will obtain their views)

.....

.....

.....

No

Part B

Complete this section when consultation and research has been carried out

- 7a. As a result of this assessment and available evidence collected, including consultation, state whether there will be a need to be any changes made/planned to the policy, strategy or function.

- 7b. As a result of this assessment and available evidence, is it important that the Trust commissions specific research on this issue or carries out monitoring/data collection?

(You may want to add this information directly on to the action plan at the end of this assessment form)

.....

.....

.....

.....

8. Will the changes planned ensure that negative impact is:

Legal?

(not discriminatory, under anti-discriminatory legislation)

Intended?

Low impact?

9a. Have you set up a monitoring/evaluation/review process to check the successful implementation of the strategy, function or policy?

Yes

No

9b. How will this monitoring/evaluation further assess the impact on the equality target groups/ensure that the strategy/policy/function is non-discriminatory?

Details:

.....

.....

.....

.....

Please complete the action plan overleaf, sign the EQIA, retain a copy and send a copy of the full EQIA and Action Plan to the Trust's Equality Lead.

Signed:

Name:

Date:

EQIA ACTION PLAN

Issue	Action Required	Lead Officer	Timescale	Resource Implications	Comments
Difficulties of understanding	Plain English, simple language		During drafting	Built into process	
Ditto	Managers to support staff to understand		In use, ongoing	Shouldn't be any.	

Please continue on another sheet if you need to.