



Sheffield Health  
and Social Care  
NHS Foundation Trust

# Policy:

## HR 041 - Employment Break

*[Formerly Career Break Scheme Policy]*

<b>Executive Director lead</b>	Director of Human Resources
<b>Policy Owner</b>	Director of Human Resources
<b>Policy Author</b>	Assistant HR Business Partner

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<b>Approved by</b>	Executive Directors' Group
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<b>Date for review</b>	June 2028

### Summary of policy

This policy was originally titled Career Break and sets out the process for applying for an unpaid employment break with the Trust and the conditions which will apply during the employment break. The amendments that have been made to this version can be found in the amendment log.

<b>Target audience</b>	All Staff
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<b>Keywords</b>	Employment Break, Career Break, Conditions, Application, unpaid
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### Storage

This is Version 5 and is stored and available through the SHSC Intranet/Internet. This version supersedes the previous Version 4 [November 2019]. Any copies of the previous policy held separately should be destroyed and replaced with this version.

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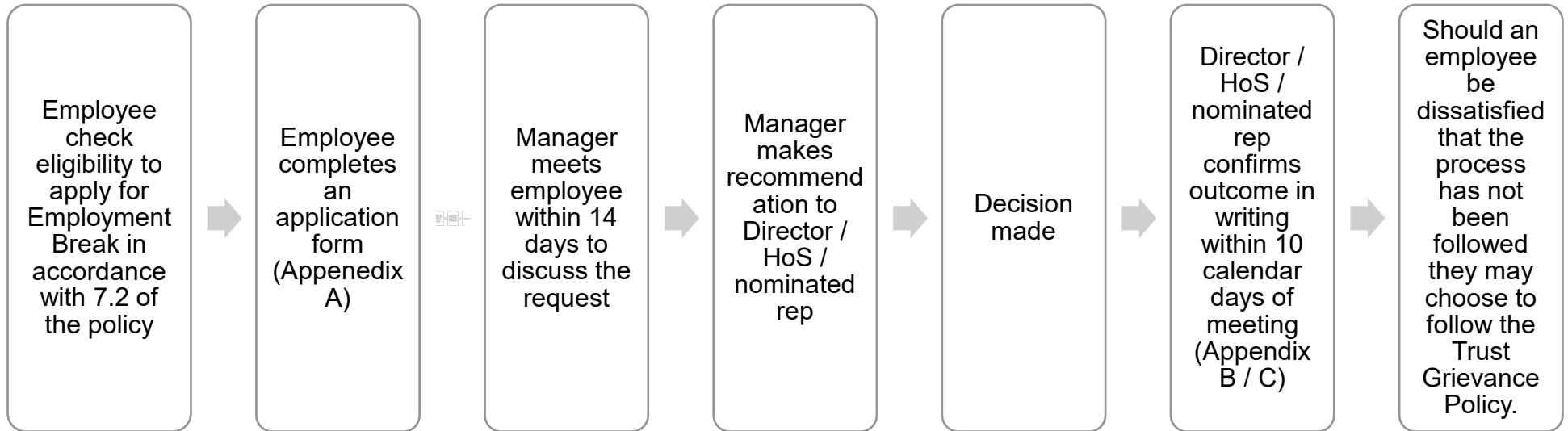
## Version Control and Amendment Log

Version No.	Type of Change	Date	Description of change(s)
1.	Review/consultation/ratification issue	September 2005	New Policy
2.	Review/consultation/ratification/issue	November 2011	Review as per policy governance process
3.	Review/consultation/ratification/issue	November 2016	Review as per policy governance process
4.	Review / consultation / ratification / issue	May 2019 to October 2019	<p>Reviewed and the following amendments made:</p> <ul style="list-style-type: none"> <li>• Name of policy amended to “Employment Break Policy” in line with Agenda for Change guidance</li> <li>• “Employee” changed to employee throughout policy document</li> <li>• Introduction – language reworded but context not materially changed</li> <li>• Section 2 – Scope – open to all staff with 12 months’ continuous service with the Trust</li> <li>• Section 3 – Purpose – language reworded and moved “minimum and maximum length of break” to Section 7 (Procedure)</li> <li>• Section 4 – Definitions – removed SHSC, added ESR</li> <li>• Section 6 – Duties – set out duties of employees/ line managers/ HR</li> <li>• Section 7.2 Eligibility – added in Trust’s position regarding staff with “live warnings” and formal investigations</li> <li>• 7.3. Application – added in requirement for meeting between line manager and employee, along with timescale and right to representation <ul style="list-style-type: none"> <li>- Reworded and changed “points for consideration” by line manager</li> <li>- 7.3.5. moved Employment Break Agreement to this section</li> <li>- <b>7.4.</b> Other Employment during an Employment Break reworded and moved from Section 6.2.6</li> </ul> </li> </ul>

			<ul style="list-style-type: none"> <li>- <b>7.5</b> Keeping in Touch – added in Employment Break Agreement and regular contact at least every 6 months</li> <li>- <b>7.6</b> Return to Work – added in reference to Redeployment Policy, added in re-induction, training, added in termination of contract to replace termination of agreement</li> <li>- <b>7.7.</b> Extension to Employment Break – added in timescales and process</li> <li>- <b>7.8.</b> General Conditions – set out specifics of maternity leave, lease cars, salary sacrifice etc</li> </ul>
	Review date extended	March 2024	Review date extended by PDQRG and PGG to June 2024
	Review date extended	June 2024	Review date extended by PDQRG and PGG to December 2024
	Review / consultation / ratification / issue	March – December 2024	<p>Full review completed as per schedule</p> <p>HR colleagues, JPG, Staff Network Groups, PDQRG &amp; PGG</p> <ul style="list-style-type: none"> <li>• Changes relate to the use of Plain English, removing duplications of information/ simplified</li> <li>• Added definitions for continuous and reckonable service</li> <li>• We have added more clarity around the following:</li> <li>• professional registration - there is an expectation individuals maintain membership of their professional registration while on employment break but if they choose to let their registration lapse it is their responsibility to ensure that they re-register prior to their intended date of return to work.</li> <li>• Employment breaks should not be used instead of sick leave as it can affect the pension benefits members are entitled to in a detrimental way if they opt to apply for ill health retirement or in the event of their death during an</li> </ul>

			<p>employment break. Employment breaks should not be used to manage long term sickness absence. The Trust's Supporting Attendance and Managing sickness absence policy would apply.</p> <ul style="list-style-type: none"> <li>• Returning to work - Employees will placed on the redeployment list 4 months prior to the end of the employment break. It is expected that all employees will make themselves available and be flexible to participate in the redeployment process. The Trust will provide opportunity for employee to engage in the redeployment process via other means where face to face attendance may be limited/not possible i.e. where employees are working abroad.</li> <li>• Pay protection will not apply for individual returning into a suitable alternative role due to their previous role be no longer being available</li> <li>• Clarity around breaks in service, as follows:</li> <li>• the break does not count towards reckonable service for service-based entitlements such as: <ul style="list-style-type: none"> <li>• incremental credit</li> <li>• annual leave</li> <li>• sick pay</li> <li>• redundancy</li> </ul> </li> </ul>
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## Flowchart



## 1. Introduction

Sheffield Health and Social Care NHS Foundation Trust (“the Trust”) recognises that retaining skilled and experienced employees is central to the achievement of its business goals and objectives. The Trust is committed to considering flexible and supportive family friendly practices and arrangements which enable all employees to balance their work and careers with their other commitments and responsibilities, whilst also balancing these needs with the Trust’s business aims.

This policy explains what an employment break entails and sets out the conditions of the scheme for both the Trust and its employees.

## 2. Scope

The Employment Break Scheme is open to all employees of the Trust who have a minimum of 12 months continuous service. Each application will be considered on its own merit and agreement will be at the discretion of the appropriate manager who will take account of the needs of the service.

This policy is written in accordance with Section 34 (Employment Break Scheme) of the NHS Terms and Conditions of Employment Handbook and also section 12 (Continuity of Service), for staff covered by the Agenda for Change terms and conditions of service.

## 3. Purpose

The aim of the Employment Break Scheme is to provide an opportunity for employees to integrate the development of their careers with a period or periods of unpaid leave, for a variety of reasons such as training, study leave, working abroad, childcare or care for a dependent . Managers may consider other reasons for granting an employment break on their own merits in conjunction with advice from Human Resources and Union Representatives.

## 4. Definitions

AfC - Agenda for Change.

ESR - Electronic Staff Record

Keeping in touch (KIT) days help employees on a Employment Break keep up to date with any changes at work or maintain their professional registration where appropriate. They also support employees in returning to the workplace after a Employment Break.

Reckonable service is periods of previous employment with NHS employers. It is used to calculate the redundancy pay, maternity pay, sick pay, and annual leave an employee is entitled to in line with their terms and conditions of employment.

Continuous service is this is the date that you have continuous service with the NHS from, with either no break or a break of less than a week. A week is measured Sunday to Saturday; there should be a break of 1 full week from Sunday to Saturday for the break to be considered a break in service.

## 5. Details of the policy

Please refer to Section 1.

## **6. Duties**

### **6.1. Employees**

Employees applying to take an employment break are responsible for the following:

- Ensuring that they apply in writing, using the proforma at Appendix A, at least three months in advance of the intended date of the commencement of the break.
- Familiarise themselves with and adhere to the contents of the employment break policy
- there is an expectation they maintain membership of their professional registration while on employment break but if they choose to let their registration lapse it is their responsibility to ensure that they re-register prior to their intended date of return to work. it is the individual's responsibility to make themselves aware of the requirements regarding professional registration, including minimum practice hours in order to maintain and renew your registration informing their line manager of any change to their personal circumstances, including changes to their address and other contact details.
- Keeping in touch with their line manager as agreed prior to the break.
- Requesting any extensions to the break in writing, giving the appropriate amount of notice.
- Giving notice of their return to work and returning at the agreed time (failure to return when agreed without reasonable cause may result in actions under the disciplinary policy).
- Should the employee not wish to return from the break, they will be responsible for resigning in writing and giving the contractual amount of notice required.
- To investigate and understand any effects on their pension before commencing any employment break.

### **6.2. Line managers**

Line managers are responsible for the following:

- Careful consideration of any requests received and only refusing requests due to demonstrable and legitimate business reasons.
- Advising employees, in writing, when breaks have been agreed.
- Keeping those employees on an Employment Break informed and in touch with the department and the Trust by maintaining good communications throughout the duration of the break.
- Discussing any development needs with employees on their return to work and for establishing a new development plan as necessary
- Keeping records of all applications for Employment Breaks and decisions for a minimum of twelve months or the duration of the Break, whichever is longer.
- Ensuring that the relevant payroll documentation is completed at the start and end of an employment break
- Ensuring if an employee returns to work within one year that the same job will be available, as far as is reasonably practicable



- Ensuring if an employee returns to work after a year or more employment break that the employee may return to as similar job as possible applying the principles of the redeployment policy if required

### **6.3. Directors/Heads of Service**

Directors/ Heads of Service will be responsible for the following:

- Considering recommendations from line managers as to approval or refusal of an Employment Break and confirming the final decision

### **6.4. Human Resources**

Human Resources will be responsible for the following:

- 6.4.1 Providing advice to both managers and employees regarding the Employment Break scheme and its terms and conditions.
- 6.4.2 Before the Employment Break begins employers must therefore make arrangements to collect the appropriate contributions from the employee continuously during the break. Arrears cannot be allowed to accumulate.

### **6.5 Review and Monitoring**

6.5.1 All records of applications and decisions should be kept for a minimum of twelve months.

6.5.2 The operation of the scheme should be monitored annually by employers in partnership with local staff representatives.

## **7. Procedure**

### **7.1. Length of Break**

7.1.1 The minimum length of an Employment Break is three months and the maximum 5 years.

7.1.2 The length of the break should balance the needs of the applicant with the needs of the service

7.1.3 Breaks can be taken either as a single period or over more than one period, however the total length of all periods of absence must not exceed 5 years per employee, during employment with the Trust.

7.1.4 There may be occasions where, if the complete period requested is not possible, a proportion of the total period could be offered.

## **7.2. Eligibility**

7.2.1 The opportunity to participate in the scheme is open to all members of staff with a minimum of 12 months continuous service with the Trust.

7.2.2 Applications for an Employment Break could be considered on the grounds of:

- Childcare
- Elder care
- Care for another dependent
- Training, including undertaking degree or other courses
- Study leave
- Work abroad, including charity or voluntary work
- Extended period of travel abroad
- Health and Wellbeing
- Disability

This list is not intended to be exhaustive and all other reasons will be considered on their merits, taking into account the reason for the request and the operational needs of the service.

7.2.3 Employment breaks should not be used instead of sick leave as it can affect the pension benefits members are entitled to in a detrimental way if they opt to apply for ill health retirement or in the event of their death during an employment break. Employment breaks should not be used to manage long term sickness absence. The Trust's Supporting Attendance and Managing sickness absence policy would apply.

7.2.4 Employees who have a 'live' Warning issued under any of the Trust's policies or who are working to an informal /formal performance framework will not be excluded from eligibility to apply for an employment break. Where one is granted, however, any unexpired term of a "live" Warning issued under any of the Trust's policies will continue following the return to work.

7.2.5. Where a formal investigation has been commissioned under any of the Trust's policies, an employment break will not be granted. Applications may be submitted when the outcome of the investigation is known.

7.2.6 This scheme is not to be used where an employee is leaving to undertake other paid/unpaid employment (see section 7.4)

7.2.7 To be eligible to apply for any further employment break absence, staff must have a minimum of five years' continuous employment since their last break.

### **7.3. Application for Employment Break**

7.3.1 All requests for an Employment Break must be made in writing to the line manager by completing the form at Appendix A, indicating the reason for the request. Requests should normally be submitted at least three months in advance of the proposed start date of the Break unless there are exceptional circumstances, and the manager will be required to meet with the applicant to discuss the request within 14 calendar days of receipt. The employee will have the right to be represented by a Trade Union Representative or a workplace colleague not acting in a professional or legal capacity.

Following the meeting, the line manager will make a recommendation to the Director/Head of Service or nominated representative for consideration, who will approve or refuse the request. The decision should then be confirmed in writing to the employee within 10 calendar days of the meeting, using either Appendix B or Appendix C. Should the request for the Break be rejected, the reasons for the rejection must also be included in this letter.

7.3.2. There is no right of appeal contained here, should an employee be dissatisfied that the process has not been followed they may choose to follow the Trust Grievance Policy.

7.3.3. There is no guarantee that an application for a Employment break will be accepted. Employees should not commit themselves to plans before their application for an Employment break has been agreed.

7.3.4. On receipt of the application, the manager will consider the following points:

- The purpose of, or reasons for, the Employment break
- The period of absence requested.
- The number and length of any previous employment breaks taken.
- The number, length and reasons for any previous absence.
- The operational needs of the Trust and the team
- The need to retain the employee's skills, knowledge and experience.
- The potential to be able to cover the post on a temporary basis.
- The potential benefits of the proposed employment break

7.3.5 If agreed, the terms of the Employment Break should be agreed through discussions between the manager and the applicant and formalised in an Employment Break Agreement (see Appendix B). This may be amended at a future date should circumstances change and again this must be by mutual agreement between the manager and the applicant. Once agreed, copies of both Appendix A and Appendix B should be forwarded either electronically by email to HR. The appropriate change should be made to the employee's record on ESR by the line manager.

#### **7.4. Other Employment During an Employment Break**

7.4.1 Some Employment Breaks may be requested to undertake a period of paid employment overseas and this will be permitted, especially where the skills learned during the period of the break will enhance the employee's skills on returning to substantive employment at the Trust.

7.4.2 However employees must not undertake paid employment in this country with another employer without the prior written agreement of the line manager and an Employment Break will not be granted to allow a period of paid employment with another employer at home. Where this is the reason for the request, a secondment to the other organisation may be considered or else the request declined.

If an employee requests permission to undertake paid employment whilst on a employment break, the employee should be supported unless it is deemed the job is conflicting with their current role within the Trust

7.4.3 If it is discovered that an employee has commenced working elsewhere without permission, it may be appropriate for disciplinary action to be considered on their return.

#### **7.5. Keeping in Touch During an Employment Break**

7.5.1 The key to a successful Employment Break is maintaining regular and effective communication between the employee and the manager. The methods and regularity of communication between the two parties should be agreed between them prior to the commencement of the break and should form part of the Employment Break Agreement (see Appendix B). It is expected that this would mean contact at least every 6 months.

As an example, keeping in touch should involve the manager sending the following to the employee:

- Team briefs
- Minutes of departmental meetings
- Details of vacancies
- Invitations to departmental social events
- Details of relevant training courses
- Any other information relevant at the time, either relating to the whole organisation or the individual department
- Details of departmental and/or organisational change.

The Trust will also provide the employee with a number of days paid employment per annum as agreed.

The employee may:

- i. Make themselves available for paid employment with the Trust of up to 10 days during the break, especially in the period immediately prior to the return.
- ii. Attend seminars or meetings

- iii. Attend appropriate training sessions as specified by the Trust for the purpose of updating/refreshing their knowledge and skills.
- iv. Maintain subscription to a relevant professional journal and ensuring up-to-date knowledge through attendance at professional meetings or societies etc, where appropriate.

7.5.3 The Trust will also nominate a personal point of contact or the employee during their break

7.5.4 Employees must also inform their manager of any changes in personal circumstances, for example, change of name, address and other contact details etc,

7.5.5 It must be recognised and understood by both parties that an Employment Break will only work with a mutual commitment to keeping in touch.

7.5.6 Where any of the above are not practicable then the necessary alternative arrangements should be specified. The relevant measures agreed should be recorded and a copy provided to the employee.

## **7.6 Returning to Work**

7.6.1 The employee must give their manager the minimum advance notice of their intention to return (in writing) of:

Up to 1 year break - 2 months

More than 1 year break - 6 months

7.6.2 There should be a guarantee that, if the applicant returns to work within one year, the same job will be available, as far as is reasonably practicable.

7.6.3 If the break is longer than one year, the applicant may return to as similar a job as possible.

If the member of staff has been absent for over 12 months the Trust will endeavour to assist the employee to find a post involving broadly similar duties and of similar status to their previous job, in accordance with the Trust's Redeployment Policy. Employees will be placed on the redeployment list 16 weeks prior to the end of the Employment Break. It is expected that all employees will make themselves available and be flexible to participate in the redeployment process. The Trust will provide opportunity for employee to engage in the

redeployment process via other means where face to face attendance may be limited/not possible i.e. where employees are working abroad.

7.6.4 Return to work will be subject to the employee being fit to carry out the duties of the post, and a medical assessment will be required.

7.6.5 When returning to work, the employee will undergo an appropriate period of re-orientation and induction. This may include:

- A re-induction course (local to the workplace)
- Continuing on and off the job training
- Additional management support
- Attendance at a Corporate Induction course if appropriate and/or completion of mandatory training e-learning modules
- A nominated person to give peer support
- A review at the end of 3 months (see Appendix x)

7.6.6 where suitable alternative employment cannot be found within the Redeployment Policy timescales it may be necessary to terminate the contract employment. A termination meeting be arranged prior to the end of the Employment Break

## **7.7 Extension to Employment Break**

7.7.1 Employees wishing to extend the agreed length of their Employment Break will only be allowed to do so if cover arrangements may also be extended. Any extensions must not exceed the 5 year maximum break.

7.7.2 Employees must give a minimum of three months' notice of their intention to extend their Employment Break.

7.7.3 Requests for an extension must be made in writing and be approved by the Line Manager.

7.7.4 Where an extension is refused, the employee will have the right to request a review by the Line Manager's manager. The reviewing manager's decision will be final with no further right of appeal.

## **7.8. General Conditions**

7.8.1 Applicants should not have to resign to take an employment break, although there will be a change to the contract of employment.

7.8.2 The period of the break will count toward continuous employment for statutory purposes.

However, the break period will not count as reckonable service towards service-based entitlements such as:

- incremental credit
- annual leave
- sick pay
- redundancy pay

7.8.3 Any periods of NHS employment during the break, such as KIT days, will count towards these service-based entitlements. If an employee on a employment break returns to work afterwards, they will not lose their entitlements accrued before the break.

7.8.4 Employees may choose not to return to NHS employment after their Employment Break. Service-based entitlements accrued before their Employment Break will be subject to any break in service rules if they return to NHS employment at a later date.

### **7.8.3 Sick Pay Entitlement**

An employee is not entitled to Occupational Sick Pay (OSP) whilst on an Employment Break, but they may be entitled to statutory sick pay (entitlement to Statutory Sick Pay (SSP) is covered by Statute. However, provided that the employee complies with the conditions of the scheme, the periods of service prior to and following the Employment Break can be aggregated for entitlement to OSP.

### **7.8.4 Maternity/paternity/adoption & Shared Parental Leave pay**

Any Employment Break period will count towards the qualifying period for entitlement to paid maternity/paternity/adoption & shared parental leave (Entitlement to Statutory Maternity/Paternity/Adoption & shared parental leave Pay (SMP/SPP/SAP/SSPL) is covered by Statute). To access this entitlement will mean ending the employment break and commencing the relevant period of leave.

### **7.8.5. Annual Leave**

By definition, there is no entitlement to annual leave during the Employment Break itself. Any annual leave accrued before the break must be taken prior to commencement as this will not be carried forward and cannot be paid in lieu. For the purposes of entitlement to long service annual leave the period on the Employment Break does not count, but service before and after the break should be aggregated.

The employee will not be entitled to payment for any Bank/Public holiday that falls within the period of the employment break.

On return to work, entitlement to annual leave would be the same as when the break started, and the period of the employment break will not count for reckonable service for leave purposes.

### **7.8.6. Annual Increment**

Incremental credit on salary scales will not accrue during an employment break.

Incremental credit will be given on return of the employee and any incremental dates will be recalculated in accordance with the appropriate terms and conditions of service

### **7.8.7 Pay Protection**

If the Employment Break is for 12 months or more, the period of pay protection will freeze and resume unless a change in circumstance in line with pay protection policy, incorporated into the period of the break. There will be no pay during the period of the Employment Break and pay protection will only be reinstated on the employee's return to work if there is any protection entitlement remaining.

On return to work the salary offered will be that appropriate to the job being filled. This means, in the event an employee is redeployed to a lower grade, as a result of their previous job prior to their employment break no longer being available, there will be no pay protection entitlement.

### **7.8.8 Redundancy Rights**

The period of the break will not count towards NHS service entitlement to redundancy pay and the period of the employment break will be excluded from the redundancy calculation,

### **7.8.9 Lease Cars**

Employees with a lease car will be entitled to retain the lease car for private use until the expiry of the lease, or alternatively employees may return the car. They may, however, be liable to pay a termination fee for early termination of the lease. If employees choose to retain the car, they will be responsible for the total cost including the contribution which would have been made by the Trust. They will be required to submit monthly mileage returns for monitoring purposes. Employees will also undertake to meet any excess costs at the end of the lease contract period.

### **7.8.10 Salary sacrifice**

Employees participating in salary sacrifice schemes must notify the providers of their commencement on an Employment Break and reduction in salary so that appropriate changes can be made to the repayment schemes.

### **7.8.11 Pension Scheme**

Employees who are members of the pension scheme have the option to remain pensionable in the scheme for a period of 6 months whilst on an Employment Break and thereafter can choose to be pensionable for a further period of 18 months. If they choose this



they must pay employee contributions for the first 6 months and both employee and employer contributions for the next 18 months.

### **Development, Consultation and approval**

The following individuals were involved in developing and approving this policy –

- Joint Policy Group 2024
- People Directorate Quality, Risk and Governance Group 2024
- Staff Network Groups 2024
- Intranet staff consultation page 2024
- Policy Governance Group 2024
- Joint Consultative Forum 2024
- People Committee 2024

Changes made to this version of the policy are noted in the amendment log.

The policy review date is June 2028.

## 9. Audit, monitoring and review

*This section should describe how the implementation and impact of the policy will be monitored and audited. It should include timescales and frequency of audits. If the policy is required to meet a particular standard, it must say how and when compliance with the standard will be audited.*

<b>Monitoring Compliance Template</b>						
Minimum Requirement	Process for Monitoring	Responsible Individual/group/committee	Frequency of Monitoring	Review of Results process (e.g. who does this?)	Responsible Individual/group/committee for action plan development	Responsible Individual/group/committee for action plan monitoring and implementation
Policy content including duties and process	Review of Policy	HR Directorate Partner	3 yearly or more to meet statutory or regulatory requirements	Joint Consultative Forum and HR Policy Group	HR Directorate Partner	Joint Consultative Forum and HR Policy Group

The policy review date is June 2028

## 10. Implementation plan

<b>Action / Task</b>	<b>Responsible Person</b>	<b>Deadline</b>	<b>Progress update</b>
New policy to be uploaded onto the Intranet and Trust website.	Head of Communications	Within 5 working days of finalisation	
A communication will be issued to all staff via the Communication Digest immediately following publication.	Head of Communications	Within 5 working days of issue	

**11. Dissemination, storage and archiving (version control)**

<b>Version</b>	<b>Date on website (intranet and internet)</b>	<b>Date of entry in Connect (all staff communication)</b>	<b>Any other promotion/ dissemination (include dates)</b>
3.0	November 2016	November 2016	
4.0	November 2019	05/12/2019	
5.0	January 2025	January 2025	January 2025

This is Version 5 and is stored and available through the SHSC Intranet/Internet.

This version supersedes the previous Version 4 [November 2019].

Any copies of the previous policy held separately should be destroyed and replaced with this version.

All versions of HR policies are stored on the HR Shared Drive by the policy author and the Executive Assistant to the Executive Director of People.

Word copies of final versions of policies can be obtained from Policy Governance via PA to the Executive Director of People/Corporate Governance Executive Assistant.

## 12. Training and other resource implications

No training needs identified.

## 13. Links to other policies, standards, references, legislation (associated documents) and national guidance

- Flexible Working Policy and Procedure
- Protection of Pay and Terms and Conditions of Service Policy
- Redeployment Policy
- Application for Employment Break
- Agenda for Change Terms and Conditions of Service Handbook

## 14. Contact details

<b>Job Title</b>	<b>Name</b>	<b>Phone</b>	<b>Email</b>
Assistant HR Business Partner	Kerry Scott	0114 22 63974	<a href="mailto:kerry.scott@shsc.nhs.uk">kerry.scott@shsc.nhs.uk</a>
HR Advisors	HR Helpline	Ext 63301	<a href="mailto:HRAdvisors@shsc.nhs.uk">HRAdvisors@shsc.nhs.uk</a>

## Appendix A

### Sheffield Health & Social Care NHS Foundation Trust

#### EMPLOYMENT BREAK SCHEME APPLICATION FORM

Please read the Employment Break Scheme Policy Document prior to completing this form.

1.	Full Name: (Please Print):
2.	Home Address:
3.	Post Title:
4.	Band:
5.	Base:
6.	Contracted Hours:
7.	Work Pattern Details (e.g. shift/night work etc.):
8.	Name of Line Manager:
9.	Describe the reasons why you are applying for an employment break:
10.	Intended date of Commencement of Employment Break:
11.	Intended Length of Employment Break:
12.	I think the employment break will affect my department and colleagues as follows:
13.	I think the affect on my department and colleagues can be dealt with as follows:

12.	<p><b>Pension Options</b></p> <p>1.I do not want to contribute to my NHS Pension scheme during my Employment Break <b>Yes</b> .....(please tick to signify this is your choice)</p> <p>2. I wish to continue to pay the employee contributions into the pension scheme for the first 6 months of my Employment Break and SHSC will make the employers contributions toward my NHS Pension. <b>Yes</b>.....(please tick to signify this is your choice)</p>
	<p>3.I wish to continue to pay both the employee and employer contributions into the pension scheme from the 7<sup>th</sup> month up to the 24<sup>th</sup> month of my Employment Break: <b>Yes / No</b> (delete as necessary)</p>
13	<p><b>Protection</b></p> <p>I am <input type="checkbox"/> / am not <input type="checkbox"/> in receipt of pay protection.( <input type="checkbox"/> please delete as appropriate) My pay protection is for ..... years (please insert number of years) and will cease on..... ( please insert date)</p>
14	<p><b>Excess Mileage</b></p> <p>I am currently claiming excess mileage. <b>Yes/No</b> ( please delete as necessary)</p>
15	<p>My excess mileage is due to expire on ..... (please insert date) <b>Annual Leave</b></p>
16	<p>I will have ..... number of days annual leave to take prior to the commencement of my employment break.</p>
17.	<p><b>Salary Sacrifice</b></p> <p>I am currently paying into a salary sacrifice scheme. <b>Yes/No</b> (please delete as necessary)</p> <p>My salary sacrifice scheme is for (state which scheme) .....</p> <p>and is due to end on .....(please insert date)</p> <p><b>Lease Car</b></p>

	<p>I currently have a lease car contract. <b>Yes/No</b> ( please delete as necessary)</p> <p>The contract is due to end on  .....(please insert date)</p> <p>I confirm that I have 12 months continuous service with Sheffield Health and Social Care NHS Foundation Trust and have read and understood the Employment Break arrangements details in the Policy and if approved, understand the terms under which the employment break is taken.</p> <p>Signature of applicant.....Date.....</p> <p>Job Title..... Base  .....</p>
--	--

**Footnote:**

Employees who have a ‘live’ Warning issued under any of the Trust’s policies or who are working to an informal /formal performance framework will not be excluded from eligibility to apply for an employment break. Where one is granted, however, any unexpired term of a “live” Warning issued under any of the Trust’s policies will continue following the return to work.

**Manager's Comments**

\* Delete as appropriate

<p>*1. I support the application and have discussed the terms and conditions of the Employment Break Scheme with the applicant. I have also discussed this application and taken advice from my HR Advisor and/or HR Business Partner</p>
---

The following cover arrangements will be made during the absence of the applicant::

Manager's Signature.....

Date.....

Managers Name (please print)

.....

Job

title.....Base.....

.....

Contact details:

.....

(include e-mail address and telephone number)

\*2. I am unable to support the application for the following reasons:

Manager's Signature.....

Date.....

Managers Name (please print)

.....

Job

title.....Base.....

.....

Contact details:

.....

(include e-mail address and telephone number)

**It is the responsibility of the Manager to send out the approval letter, approve the application (or reject it) and make the necessary change via managers self-service/ESR at the relevant time.**



To be completed by the appropriate Head of Service

**The application is approved / not approved\***. (\*Please delete as appropriate and give reasons if the employment break is not approved)

.....

Manager's Signature.....  
Date.....

Managers Name (Please Print)  
.....

Job  
title.....Base.....  
.....

Contact details:  
.....

(include e-mail address and telephone number

**Please now place a copy of the application form on the employee's personal file and if approved make the change on Managers Self Service & email the form to [workforce@shsc.nhs.uk](mailto:workforce@shsc.nhs.uk)**

**Appendix B – Template letter from Line Manager where application for Employment Break is agreed**

Direct dial: xxxx xxx xxxx  
Email: xxxxxxxxxxxxxxxxxxxx

insert address

DATE

ADDRESS

**EMPLOYMENT BREAK SCHEME TERMS AND CONDITIONS Terms and Conditions**

Dear .....

I am pleased to confirm that your application to take an Employment Break has been approved. Please find below the terms, conditions and obligations of the Scheme.

Terms of the Employment Break Scheme

For a full explanation of the terms and conditions, please refer to the attached Policy Document.

1. Your Employment Break will commence on.....
2. You have indicated that you wish to return to work after ..... years/months on the Employment Break Scheme. When you intend to return to work, you will give notice of your intended date of return. This will be at least 2 months (where the break is for up to one year) or 6 months (where the break is one year or more).
3. In the event that it is necessary to vary or delay the date of your return, the reasons for this will be explained to you and a new date for your return will be agreed with you. The maximum period of delay will be 2 months.
4. You undertake to keep me informed of any change of personal circumstances, specifically your contact details, but in particular any change in your plans for your return to work.

5. You undertake to keep up-to-date with developments within the Department and within your profession and to spend a period of 10 days per year at work to keep up to date. In addition, you will spend a minimum of 2 days per year on training to refresh and update your skills. **\*OR**

I have has agreed to waive the requirement to spend a period of 10 days per year at work to keep up to date and the 2 days training per year \*

***(N.B. \* delete the option above which does not apply.)***

6. If you allow your registration to lapse whilst you are on your Employment Break it is your responsibility to ensure that you re-register prior to your intended date of return to work.

7. The Trust undertakes to:-

- a) Enable you to return to work in approximately..... years / months.

If you return to work within one year, the same job will be available, as far as is reasonably practicable. If however the break exceeds one year, you will be offered working hours and a post on a grade commensurate with the post you held prior to the break being taken. Where you are required to return to a different base, you will not be eligible to claim excess daily travel expenses.

- b) Provide you with opportunities during your Employment Break for work update and training and for regular contact to be maintained with you, as agreed with me.

- c) Devise an agreed re-entry programme to facilitate your return to work, as agreed between.

8. Pay Protection

If your Employment Break is for 12 months or more and you are in receipt of pay protection at the commencement of your Employment Break, the remaining period of pay protection will be incorporated into the period of your Employment break.

9. Excess Mileage

If you are entitled to claim excess mileage at the commencement of your Employment Break, the period for which you are able to claim excess mileage will be incorporated into the period of your Employment Break.

10. Annual Increment

Incremental credit on salary scales will not accrue during an employment break.

However, incremental credit will be given on return of the employee to a post of the same grade or below, any incremental dates will be recalculated in accordance with the appropriate terms and conditions of service.

#### 11. NHS Pension Scheme Options

You have indicated in your application that you wish to continue to pay your pension whilst on Employment Break /do not wish to pay your pension whilst on employment break\* (delete as appropriate),

Please note that it is the responsibility of the employee to make the arrangements to pay the pension contributions to SHSC. You should therefore contact our Finance team to make the necessary arrangements. Failure to do so will mean that your pension contributions will not be paid and a late payment will mean that your membership of the NHS Pension Scheme will not be continued and no further contribution will be accepted. (delete this paragraph if employee has opted not to continue to pay pension during the employment break)

#### 12. Other Terms and Conditions

Other terms and conditions applying to an Employment Break which concern continuity of service, sick leave, maternity leave, annual leave, redundancy rights, pension, salary sacrifice and lease cars etc. are as detailed in the Trust's Employment Break policy document. Please ensure that you have read and understood these before signing the attached Acceptance of Terms and Conditions.

I am enclosing two copies of this document. You should sign and return one copy to me. The second copy is for your own records.

Yours sincerely

**(Name of Line Manager)**  
**Line Manager**

**Please do not detach**

**ACCEPTANCE OF TERMS AND CONDITIONS OF THE EMPLOYMENT BREAK SCHEME**

I accept the terms and conditions of the Employment Break Scheme as set out in the attached Policy Document, and in this letter as agreed with my manager.

Name .....  
(Please Print)

Signed .....

Date .....

**Please return the signed completed acceptance by e-mail to your line manager to ensure all the necessary actions via Managers Self Service.**

**APPENDIX C – Template letter from Line Manager where application for Employment Break is rejected**

**Dear**

I am writing further to your application for an Employment Break and our meeting on (date of meeting) where this was discussed. You were accompanied at the meeting by (name of representative or work colleague) OR you chose not to be accompanied.

Following our discussion, and having discussed your application with (name of Service Director or nominated representative) I regret to inform you that the Trust is unable to support your application at this time. The reason(s) for this decision is/are:

**INSERT REASONS FOR REFUSAL OF EMPLOYMENT BREAK**

Under the Employment Break Scheme Policy, you are able to resort to the Trust's Grievance Procedure if you are dissatisfied with this decision,

Please do not hesitate to contact me should you have any queries regarding this letter,

Yours sincerely

Line Manager

Sheffield Health & Social Care NHS Trust

**EMPLOYMENT BREAK SCHEME TRAINING AND WORK UPDATE AGREEMENT**

This form should be completed by the employee taking an Employment Break and their line manager where there is the agreement that the employee will attend work for keeping in touch days and training updates (2 days). It should be regularly updated. A copy should be kept by each party and a further copy will also be placed on the employee's personal file.

Name:
Post Title:
Base:
Date of Commencement of Employment Break:
Expected Date of Return:

**1. TRAINING**

There Trust will offer employee the opportunity to attend work during the break to undertake a minimum 2 days training per year. Please list below dates and details of training to be undertaken.

Date	Details of Training

Details of any further training undertaken:

--

**2. WORK UPDATE**

The Trust provide the opportunity to undertake up to 10 paid KIT days each year. Please list below dates and details of work undertaken.

Date	Details of Work Undertaken




**3. PROFESSIONAL JOURNALS**

During the Employment Break the following journals/publications will be read on a regular basis.

1
2
3
4
5

**4. NOTES OF MEETINGS ETC**

During the Employment Break you will be sent copies of the following documents on a monthly basis:

1
2
3
4
5
6
7
8
9
10

**5. CONTACT WITH MANAGER**

The following arrangements will be made for you to maintain contact with your manager (please give details and dates):

- 1.
- 2.
- 3.
- 4.
- 5.

**6. COMMITMENT**

I confirm my commitment to the Employment Break Scheme

**Signed:** ..... (Employee)      **Date:**  
.....

Name of Employee (please print) .....

Job title.....

.

**Signed:** ..... (Line Manager)      **Date:**  
.....

Name of Manager (please print) .....

Job title .....

## Appendix E

SHEFFIELD HEALTH & SOCIAL CARE NHS FOUNDATION TRUST

### EMPLOYMENT BREAK SCHEME RE-ENTRY PROGRAMME

This form should be completed by the employee returning from an Employment Break and their line manager. A copy should be kept by the employee and the Manager for inclusion on the personal file.

<b>Name:</b>
<b>Post Title:</b>
<b>Base:</b>
<b>Date of Return from Employment Break:</b>
<b>Length of Employment Break:</b>

#### 1. Re-Induction Course.

Please give details below of steps to be taken to re-induct the returner to the Trust and their post:

#### 2. Induction Date. (may not be necessary if break is less than one year)

You will be required to attend Induction on ..... (Date)

#### 3. Training.

Please give details below of any specific training or development to be undertaken during the re-induction period.

**4. Management Support**

Please give details below of specific support i.e. individual meetings to be held with employee.

**5. Peer Support.**  
You will receive peer support from the following nominated individual:-

**Name:** .....

**Job Title:** ..... **Base:** .....

**6. Three Month Review.**

This form to be signed after completion of a 3 month re-induction period.

**Employee's Comments:**

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

**Manager's Comments:**

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

## Appendix F

### Equality Impact Assessment Process and Record for Written Policies

**Stage 1 – Relevance** - Is the policy potentially relevant to equality i.e. will this policy potentially impact on staff, patients or the public? This should be considered as part of the Case of Need for new policies.

**NO** – No further action is required – please sign and date the following statement.  
**I confirm that this policy does not impact on staff, patients or the public.**

***I confirm that this policy does not impact on staff, patients or the public.***

Name/Date: Kerry Scott December 2024

**YES, Go to Stage 2**

**Stage 2 Policy Screening and Drafting Policy** - Public authorities are legally required to have ‘due regard’ to eliminating discrimination, advancing equal opportunity and fostering good relations in relation to people who share certain ‘protected characteristics’ and those that do not. The following table should be used to consider this and inform changes to the policy (indicate yes/no/ don’t know and note reasons). Please see the SHSC Guidance and Flow Chart.

**Stage 3 – Policy Revision** - Make amendments to the policy or identify any remedial action required and record any action planned in the policy implementation plan section

<b>SCREENING RECORD</b>	<b>Does any aspect of this policy or potentially discriminate against this group?</b>	<b>Can equality of opportunity for this group be improved through this policy or changes to this policy?</b>	<b>Can this policy be amended so that it works to enhance relations between people in this group and people not in this group?</b>
<b>Age</b>	No	No	No
<b>Disability</b>	No	No	No
<b>Gender Reassignment</b>	No	No	No
<b>Pregnancy and Maternity</b>	No	No	No
<b>Race</b>	No	No	No

<b>Religion or Belief</b>	No	No	No
<b>Sex</b>	No	No	No
<b>Sexual Orientation</b>	No	No	No
<b>Marriage or Civil Partnership</b>	No	No	No

Policy Amended (see Implementation Plan)

Impact Assessment Completed by:  
Kerry Scott December 2024

## Appendix G

### Review/New Policy Checklist

This checklist to be used as part of the development or review of a policy and presented to the Policy Governance Group (PGG) with the revised policy.

		Tick to confirm
<b>Engagement</b>		
1.	Is the Executive Lead sighted on the development/review of the policy?	✓
2.	Is the local Policy Champion member sighted on the development/review of the policy?	✓
<b>Development and Consultation</b>		
3.	If the policy is a new policy, has the development of the policy been approved through the Case for Need approval process?	N/a
4.	Is there evidence of consultation with all relevant services, partners and other relevant bodies?	✓
5.	Has the policy been discussed and agreed by the local governance groups?	✓
6.	Have any relevant recommendations from Internal Audit or other relevant bodies been taken into account in preparing the policy?	✓
<b>Template Compliance</b>		
7.	Has the version control/storage section been updated?	✓
8.	Is the policy title clear and unambiguous?	✓
9.	Is the policy in Arial font 12?	✓
10.	Have page numbers been inserted?	✓
11.	Has the policy been quality checked for spelling errors, links, accuracy?	✓
<b>Policy Content</b>		
12.	Is the purpose of the policy clear?	✓
13.	Does the policy comply with requirements of the CQC or other relevant bodies? (where appropriate)	✓
14.	Does the policy reflect changes as a result of lessons identified from incidents, complaints, near misses, etc.?	N/A
15.	Where appropriate, does the policy contain a list of definitions of terms used?	✓
16.	Does the policy include any references to other associated policies and key documents?	✓
17.	Has the EIA Form been completed (Appendix 4)?	✓
<b>Dissemination, Implementation, Review and Audit Compliance</b>		
18.	Does the dissemination plan identify how the policy will be implemented?	✓
19.	Does the dissemination plan include the necessary training/support to ensure compliance?	N/A
20.	Is there a plan to i. review ii. audit compliance with the document?	✓
21.	Is the review date identified, and is it appropriate and justifiable?	✓