
Special Leave Policy

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Purpose of Agreement	This policy outlines the range of paid and unpaid special leave options available to employees, the circumstances under which each type of leave may be taken.
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SUMMARY OF POLICY

This policy outlines the range of paid and unpaid special leave options available to employees, the circumstances under which each type of leave may be taken and the responsibilities of employees and managers, excluding details of maternity and parental leave which have been removed and are now covered by the Maternity and Parental Leave Policy. The policy applies to all staff employed by the Solent NHS Trust.

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Special Leave Policy

1. INTRODUCTION & PURPOSE

- 1.1. Solent NHS Trust (“the Trust”) is committed to offering a range of paid and unpaid leave measures, in addition to annual leave, designed to help balance the work, family life and other commitments of employees.
- 1.2. This policy identifies the range of paid and unpaid leave options available to employees of the Trust, the circumstances under which each type of leave may be taken and the responsibilities of employees and managers.

2. SCOPE & DEFINITIONS

- 2.1. This policy applies to permanent, and fixed term contract employees (including apprentices) who hold a contract of employment with the Trust, and secondees (including students), in line with Solent NHS Trust’s Equality, Diversity and Human Rights Policy. It also applies to external contractors, agency workers, and other workers who are assigned to Solent NHS Trust.
- 2.2. This policy is, wherever applicable, based on the NHS Terms and Conditions of Service Handbook and, for medical and dental staff, the national terms, and conditions of service applicable to their grade and contract type. (Should there be any unintentional conflict of interpretation between this policy and national terms and conditions, the national terms and conditions will take precedence except where this will disadvantage employees).
- 2.3. This policy does not cover Sickness Absence, Maternity, Adoption, New Parental Leave, Annual Leave, Carry Over or Buying Annual Leave. Employees and managers can find further information on this type of leave on SolNet.
- 2.4. This policy will be applied fairly and consistently to all employees regardless of their protected characteristics as defined by the Equality Act 2010 (namely: age, disability, gender reassignment, race, religion or belief, sex, sexual orientation, marriage and civil partnership, pregnancy and maternity) length of service (subject to qualifying periods), whether full or part-time, or employed under a permanent or a fixed-term contract.
- 2.5. In line with the Equality Act 2010, the Trust will make reasonable adjustments to the process to be followed where not doing so would:
 - The Trust will make reasonable adjustments to the process to be followed where to not do so may disadvantage an employee.

3. DOMESTIC EMERGENCIES LEAVE

- 3.1. The purpose of domestic emergencies leave is to provide a supportive measure to help employees deal with the immediate impact of emergency situations outside of work. All employees are entitled to reasonable paid time off to help them deal with unexpected or emergency situations, or a breakdown of established carer arrangements, to help them put in place any necessary longer-term arrangements. It is expected that this will take only 1 or 2 days.

- 3.2. Employees may only request Domestic Emergencies Leave for unexpected or sudden emergency situations. Where the reason for the absence request is planned, annual leave, unpaid leave or parental leave should be applied for, as appropriate to the situation.
- 3.3. Examples of domestic emergencies include:
- Helping when a dependant falls ill, gives birth, or is injured.
 - Deciding to care for an ill or injured dependant.
 - Dealing with the unexpected disruption of arrangements for the care of a dependant.
 - Dealing with an incident involving their child, e.g. occurring at the child's school.
 - Dealing with any other domestic emergency, including theft and burglary, fire, or flooding at their home.
- 3.4. Domestic Emergencies Leave will be limited to the amount of time that is reasonable to take the action necessary to respond to the immediate crisis. one contractual week paid leave only, can be authorised by the line manager, per rolling year, irrespective of the number of incidents. Should an employee consider that more leave is required to stabilise their domestic situation, line managers may grant other types of paid or unpaid leave as outlined elsewhere in this policy, waiving any notice requirements that would normally apply.
- 3.5. Line managers will be entitled to request reasonable proof to verify the reason for the Domestic Emergencies Leave request, recognising that, in some circumstances, it may be difficult or impossible for such proof to be provided until after the employee has returned to work. If it is established, after allowing the leave, that the request was not genuine, the leave will be treated as unauthorised absence and may result in formal action in accordance with the improving and managing conduct SOP.
- 3.6. Only in exceptional circumstances, and where discussed with People Services Department and authorised by the Operations Director/Head of Service, line managers may grant more than one contracted week of Domestic Emergencies Leave in any one rolling year.

4. COMPASSIONATE LEAVE

- 4.1. Compassionate leave exists to provide a compassionate response to cases of bereavement. Employees are entitled to request up to one contractual week compassionate leave on the death of a dependant or of any other person with a close relationship to the employee. Where the employee is responsible for arranging the funeral, following discussions with People Services Department and authorised by the Operations Director/Head of Service, line managers may grant more than one contracted week of Domestic Emergencies Leave in any one rolling year.
- 4.2. In cases of bereavement of a child please refer to section 5.
- 4.3. Line managers will consider each request for compassionate leave on its own merits and with compassion. Individual circumstances may include, but not be restricted to, factors such as responsibility for funeral and other arrangements, any requirement to travel abroad, and the impact of the death on the employee.
- 4.4. Employees should maintain reasonable contact with their line manager during the period of compassionate leave and advise their line manager of any changes in circumstances including, though not exclusively, requests for further leave or changes to their planned return to work date.

- 4.5. In exceptional circumstances, and where discussed with the People Services Department, managers may grant reasonable unpaid extensions to the employee's compassionate leave or grant other types of paid or unpaid leave as outlined elsewhere in this policy, waiving any notice requirements that would normally apply.
- 4.6. If the need for time off continues, other options may be considered by the employee and their manager, such as an employment break (see Section 13) or flexible working options. (See the Trust's Flexible Working Policy)

5. STATUTORY PARENTAL BEREAVEMENT LEAVE

- 5.1.1. In addition to the maximum paid bereavement leave detailed in 4.1, all bereaved parents where they were the primary carers for a child who has passed away under the age of 18 also have a statutory entitlement to a minimum of two weeks parental bereavement leave. This includes parents who suffer a stillbirth 24 weeks or more into a pregnancy. Those eligible include a child's legal parents (natural and adoptive), a parent's partner in an enduring family relationship and others with a caring relationship to the child, such as a 'parent in fact'.
- 5.1.2. There is no qualifying period for the right to statutory parental bereavement leave.
- 5.1.3. For the statutory entitlement, bereaved parents will be able to take the statutory leave as a single block of two weeks or two separate blocks of one week at different times. They must be used within 56 weeks from the date of the death of the child.
- 5.1.4. No period of notice is needed for leave taken soon after the death, however any period of leave after 56 days of the child's death, at least one weeks' notice should be given.

5.2. ENTITLEMENT TO STATUTORY PARENTAL BEREAVEMENT PAY

- 5.2.1. For statutory parental bereavement pay, bereaved parents will need at least 26 weeks' continuous service with the Trust ending with the week before the week in which their child dies, and to still be employed with the Trust on the day in which the child dies. They will also require normal weekly earnings in the 8 weeks up to the week before the child's death that are no less than the lower earnings for national insurance contribution purposes.
- 5.2.2. Employees wishing to claim statutory parental bereavement pay must give notice of the weeks during which they wish to claim. This notice must normally be given before the end of a period of 28 days, starting on the first day for which they are claiming statutory parental bereavement pay or as soon as it is reasonably practical to do so.
- 5.2.3. The notice must include the employee's name, date of the child's death and on the first occasion leave is taken, the employee must also provide a written declaration that they meet the qualifying condition in terms of their relationship with the child. The absence of a written declaration will not stop an employee's right to leave.
- 5.2.4. Further details are available from the Pay and Reward Team.

6. PARENTAL LEAVE

- 6.1. All employees with twelve months' or more continuous service with the Trust have a right of up to 18 weeks unpaid leave for each child they have parental or adoptive responsibility for during the life of the child up to the child's 18th birthday.
- 6.2. Parents are defined as a person:
 - Named on the child's birth certificate,
 - Named on the child's adoption certificate, or
 - Has legal parental responsibility
- 6.3. Individuals who are separated or do not live with the child, can still take parental leave if they keep formal parental responsibility for the child.
- 6.4. Leave may be taken in one continuous block, single weeks or single days as agreed with the manager.
- 6.5. Continuity of employment is maintained during any period of parental leave.
- 6.6. Pensions rights and contributions will be covered under the NHS Superannuation Regulations.
- 6.7. If both parents are employed within the Trust each will enjoy the same entitlement as described in paragraph 6.1.
- 6.8. Wherever possible employees should give notice equivalent to the period of time they are requesting off.
- 6.9. The Manager may request evidence of proof of parental responsibility, which could be in the form of a birth certificate, or in the case of adoption, a court order.
- 6.10. On receipt of a request for parental leave the manager will assess the request based on objective grounds and consider it in line with business needs

7. DEPENDANTS (CARERS) LEAVE

- 7.1. It is acknowledged that there may be occasions when an employee needs time off which is not covered under the emergency or parental leave provisions but is nevertheless because of caring for dependants. For example, there is:
 - A breakdown in care arrangements
 - The need to put longer term care in place for a child or elderly relative
 - A dependant is ill or has been taken into hospital in a non-emergency situation.
 - A child of the employee is unexpectedly involved in an incident which occurs during term time when the child is at school and requires the employee's attendance.
 - A dependant has given birth and parental leave is not appropriate
- 7.2. This list is not exhaustive.

- 7.3. In these circumstances if the provisions of section 3 do not apply, the employee may request unpaid leave, if they are unable/do not wish to use their annual leave or are unable to make up the time. Manager's should be sympathetic to employee's circumstances and could consider a combination of approaches.

8. LEAVE FOR MEDICAL APPOINTMENTS

- 8.1. Employees do not have a contractual right to attend medical or dental appointments during their working hours. Non-urgent appointments, which can be planned, should, wherever possible, be made in the employee's own time. However, the Trust will never unreasonably prevent an employee from attending an emergency medical or dental appointment during their working hours.
- 8.2. Where it is practicable to agree that an employee may attend an emergency or non-emergency appointment during their working hours, the employee will be expected, wherever feasible, to arrange the appointment at a time that minimises the disruption to their working day, e.g. at the beginning or end of the day, and to:
- make up the lost working time at an agreed later date, or
 - use any agreed time off in-lieu they are owed, or
 - take annual leave or unpaid leave.

9. LEAVE TO ATTEND FERTILITY TREATMENT

- 9.1. Employees undergoing treatment or supporting their partners undergoing treatment will be entitled to paid time off, up to a maximum of three days in any rolling twelve months period to attend appointments and treatment (pro rata for part time employees).
- 9.2. Employees must give their manager advanced notice and evidence of the appointments.
- 9.3. It is recognised that further time off may be required, and, in this event, employees should have an open discussion with their manager regarding covering and making up the time.
- 9.4. Any sickness or ill health resulting from the treatment will be treated in accordance with the Attendance & Wellbeing Policy.

10. LEAVE FOR JOB INTERVIEWS

- 10.1. Employees do not have a contractual right to paid time off to attend job interviews, except for employees who are at risk of redundancy. (See the Trust's Organisational Change Policy).
- 10.2. In specific circumstances, for example where an interview is for an Solent position or is in line with an employee's personal development plan, as agreed as part of the their appraisal and personal development review, an employee's manager has the discretion to grant paid time off to attend an interview.
- 10.3. Employees cannot claim expenses from the Trust for attending an interview with any other organisation.

11. UNPAID LEAVE

- 11.1. Employees may request short periods of unpaid leave for any reason where there is no viable alternative and more applicable leave provision contained in this policy, or where additional leave is considered necessary to supplement other forms of leave contained in this policy. Requests may include, but not be limited to:
- To enable an extended holiday to be taken
 - Where a new employee has a pre-booked holiday for which they do not have sufficient annual leave entitlement.
- 11.2. Where a request for unpaid leave is being made to supplement annual leave, employees will only be entitled to request unpaid leave when all annual leave has been either taken or booked.
- 11.3. Except in emergency situations, line managers should only approve requests for unpaid leave where doing so will not compromise:
- The operational needs of the service.
 - The budget for the service.
 - The ability of other employees to take their annual leave, or any other contractual or statutory leave to which they are entitled.
- 11.4. Annual leave will not continue to be accrued during individual periods of unpaid leave if more than 2 calendar weeks.
- 11.5. Any request for a period of unpaid leave of 3 months duration or longer must be treated as an employment break and the provisions contained in Section 13 of this policy should be followed.

12. LEAVE FOR PUBLIC DUTIES

- 12.1. The Trust will permit employees to take reasonable paid or unpaid time off during their normal working hours to undertake the following public duties as listed in Section 50 of the Employment Rights Act 1996:
- To perform any duties of the office of a Justice of the Peace.
 - To attend formal meetings of the body or sub-committees of the body and to discharge other duties for the discharge of their functions as a member of:
 - A local authority.
 - A statutory tribunal.
 - A police officer authority.
 - A prison independent monitoring board.
 - A relevant health bodies.
 - General Teaching Councils for England and Wales.
 - A further or higher education corporation.
 - Any other relevant education body.
 - The Environment Agency.
 - A Water Customer Consultation Panel.
- 12.2. In addition to the legal provisions listed in Section 50 of the Employment Rights Act 1996, employees will be permitted to take reasonable paid or unpaid time off during their normal working hours, subject to the needs of the service, in the following circumstances:

- Attendance at court as a witness.
- Training with the reserve forces and cadet's association.
- Attendance at NHS Staff Council meetings.
- Attendance as a witness at NHS Staff Council Appeals Committees.
- Attendance at Regional Health meetings.
- Trades Union duties
- Jury Service.
- Magisterial Duties.

12.3. In circumstances, such as Jury Service or appearance at court as a witness, where the Trust or employee can reclaim the costs of the employee's absence from work, every effort must be made by the employee to do so.

12.4. If an employee is not required to attend court on any day within the specified period, they should agree with their manager to attend work as normal or at an adjusted shift time as appropriate.

12.5. In special circumstances, the Trust may grant employees public duties leave for any other reason, either with or without pay, where recommended by an employee's line manager and approved by the People Services Team.

12.6. Any employee wishing to undertake public duties must first obtain agreement from their manager before accepting a position. Managers are expected to offer maximum flexibility in accordance with the needs of the service to support employees who wish to follow such interests. The amount of time which an employee should be permitted to take off to perform the public duties should take into consideration:

- How much time off is required overall to perform the duties and how much time off is required to perform the duty in question.
- How much time off the employee has already been permitted for this purpose?
- The effect of the employee's absence on the operation of the department and/or division and/or the Trust.
- The Trust may refuse a request for public duties leave based on service / patient requirements and / or where insufficient notice is given for a period of prolonged absence. Employees will be entitled to a written explanation for any refusal to grant a request for special leave.

13. EMPLOYMENT BREAKS

13.1. Main Principles

13.1.1. Employment breaks are intended to provide a longer period of unpaid leave than is provided by parental leave or other leave arrangements, without losing continuity of employment or the right to return to the same or similar job. The aim is to retain the experience of employees who may otherwise choose to leave the workforce permanently.

13.1.2. All Trust employees are entitled to request employment breaks so long as they have at least one year's continuous service with the Trust and no formal warnings on file.

13.1.3. Employment breaks may be for a minimum of 3 months and a maximum 1 year.

More than one break is possible provided that the total absence due to employment breaks does not exceed 5 years during continuous employment. There must be at least 12 months between one break ending and the next break beginning.

- 13.1.4. Employment breaks can be used for any reason, e.g., childcare, eldercare, care for other dependants, training, study leave, to travel or to work abroad. Other reasons will be considered on their merits. In all cases, an employee's manager should endeavour to balance the needs of the service with the needs of the individual requesting the break.
- 13.1.5. Employment breaks may not be used in conjunction with other paid employment elsewhere except where this has been authorised by the relevant manager prior to the break commencing.
- 13.1.6. Where an employment break is for up to a year, the Trust will use reasonable endeavours to facilitate the employee returning to the same job, so far as this is reasonably practicable according to the ongoing needs of the service. Interim cover of this role whilst the employee is on a career break may be necessary to cover the service.

13.2. **Application Process**

- 13.2.1. Employees formally apply for an Employment Break by completing the application form appendix b and forwarding it to their Line Manager.
- 13.2.2. Employees must give the required notice, as follows:
 - For a break less than 12 months: a minimum 2 months' notice.
- 13.2.3. In exceptional cases approval may be given by the line manager and operational director with less notice.
- 13.2.4. A record of all applications must be kept by the line manager for 12 months, whether they are agreed or declined.
- 13.2.5. Employees applying for an Employment Break must contact the People Services Department, Payroll Department and SBS Pensions Team prior to making an application, to discuss certain conditions that apply whilst on an Employment Break.

13.3. **Where an Employment Break is approved**

- 13.3.1. When an application is approved a written agreement must be completed by the line manager and signed by them and the employee before the commencement of the break. Line managers should seek advice from the People Services when completing this agreement. The line manager must advise, discuss, and agree the following with the applicant, and confirm this in the written agreement:
 - The agreed dates of the employment break.
 - The effect of the break on various entitlements relating to the employee's length of service. The period of the break will count towards continuous service but not towards reckonable service, which impacts on pension, redundancy and leave entitlements.
 - A guarantee that if the employee returns to work within one year, the same job will be available, as far as is reasonably practicable. Where it transpires that this may not be possible during the duration of the break, advice to be sought with people partner in advance of any potential changes.

- That the employee will return to work at an equivalent salary level, reflecting pay increases awarded during the break. (This will not include pay incremental points).
- That the notice period required before the return to work will be two months, if less than agreed
- The arrangements for the line manager and the employee keeping in touch during the break.
- The requirements on the employee to keep up to date with their relevant professional registration needs during the break, including attendance at specified training courses and conferences, and any assistance the Trust may give in support of this.
- The need to maintain their professional registration whilst on the Employment Break. Not doing so could result in a reduction of salary and potentially not being able to return to the same post where professional registration is imperative
- The arrangements for the employee's re-induction to work.
- Any other conditions agreed between the Trust and the employee. (e.g. employees who are party to lease car arrangements can retain their leasing arrangements if they continue to meet the agreed payments during their absence).

13.4. **Where an Employment Break is not approved**

13.4.1. Where a manager does not approve an employee's request for an employment break, they must write to the employee outlining the reasons for their decision.

13.4.2. An employee has the right to raise an appeal in accordance with the Trust's Appeal Standard Operating Procedure. if they believe their request has been unreasonably refused or if their manager fails to provide a written explanation.

13.5. **Terms and Conditions of Employment**

13.5.1. The period of the employment break will count towards continuous service for statutory purposes.

13.5.2. Employees will be guaranteed to return to the same job at the end of the employment break, as far as is reasonably practicable. Where it transpires that this may not be possible during the duration of the break, advice to be sought with people partner in advance of any potential changes.

13.5.3. Provisions dependent upon length of service, including sick leave entitlement, annual leave entitlements and pay incremental points, will be suspended for the period of the employment break.

13.5.4. If an unpaid period of career break is granted the individual will be responsible for making their own arrangements to cover National Insurance and superannuation contributions, including employer's superannuation contributions.

13.5.5. Following the career break the individual will be able to return to substantive post, but if there is any organisational change during the period of the sabbatical the individual will be consulted in the same way and time as other employees.

13.5.6. Pension contributions should be discussed with the SBS Pensions Team (see 13.6 below).

13.6. **NHS Pension Scheme Provisions**

13.6.1. Where an employment break is less than 6 months, employees may choose to stay in the NHS Pension Scheme for the duration of their employment break. If so, they will be required to continue paying their pension contributions and the Trust will continue to pay employer contributions throughout the period of the employment break. If the employee wishes, they can opt out of the Scheme. The employee must complete a form to indicate their preferred option. If the employee opts out of the Scheme, they must put in a written request on their return to work to indicate that they wish to return to the Scheme.

13.6.2. Where an employment break is greater than 6 months but less than 24 months, employees may choose to stay in the Scheme for the duration of their employment break. However, in addition to their normal employee pension contributions, they will have to pay the Trust's employer pension contributions in place at the time (14% as of February 2011) after the first 6 months of the employment break. If the employee wishes, they can opt out of the Scheme. The employee must complete a form to indicate their preferred option. If the employee opts out of the Scheme, they must make a written request on their return to work to indicate that they wish to return to the Scheme.

13.7. **Requesting to extend an Employment Break**

13.7.1. Employees may request to extend their employment break an employee should make their request in writing at least two months before the end of the break.

13.7.2. Line managers should consider all requests for extensions in conjunction with the needs of the service. They may agree to a request, offer a shorter extension than that requested, or refuse the request.

13.7.3. Line managers will write to employees to either confirm / refuse the employment break extension, explaining the reason for their decision.

13.7.4. Where a request for an extension is refused the employee will be required to return to work on the originally agreed employment break end date. Failure to do so may lead to the application of the improving and managing conduct SOP.

13.8. **Returning from an Employment Break**

13.8.1. All employees returning from an employment break will be provided with an appropriate re-induction programme to the Trust by their line manager to enable them to quickly settle back into work.

13.8.2. If the employee does not return to work on the agreed date, provide the Trust with the relevant notice or fail to arrange an extension to the break, the Trust may consider this as a resignation from the employee.

14. **SABBATICALS**

14.1. The Trust recognises the various benefits to an individual employee and to the Trust which derive from a period of sabbatical leave. The Trust may therefore support, within available resources an application for sabbatical leave without pay as part of personal professional development, planned employee development and/or research programmes.

- 14.2. Sabbatical leave is defined as a period of leave during which time an employee completes an agreed programme of work as part of a personal professional development or research programme.
- 14.3. The sabbatical scheme specifically applies to leave to undertake a programme of work of direct relevance to the individual's work role(s) or relevance to the work of the Trust.
- 14.4. The maximum length of sabbatical leave is 12 weeks. If the amount of time required is longer than this the employee should apply for an employment break.
- 14.5. The Trust will not meet any travel or subsistence costs associated with sabbatical leave unless the research or activity undertaken during this period is part of a programme of work sponsored by the Trust.
- 14.6. If an unpaid period of sabbatical leave is granted the individual will be responsible for making their own arrangements to cover National Insurance and superannuation contributions, including employer's superannuation contributions.
- 14.7. Following the sabbatical leave the individual will be able to return to substantive post, but if there is any organisational change during the period of the sabbatical the individual will be consulted in the same way and time as other employees.

15. LEAVE FOR DUTY WITH THE TERRITORIAL ARMY OR RESERVED FORCES

15.1. Training

- 15.1.1. An employee who is a member of the Reserve or Cadet Forces will be entitled to one week's paid leave each year, plus one week's unpaid leave, to carry out their training activities.

15.2. Call-Up for Service

- 15.2.1. It is recognised that an individual may be called at short notice to serve in a national or international emergency or to support a continuing national commitment. Absence on unplanned service will not break continuity of service with the Trust and will be granted on an unpaid basis.
- 15.2.2. Notification of Call-Up is usually served by way of a email notice or letter to the employer from the Adjudication Officer of the Reservist Regiment and will indicate the likely duration of absence.
- 15.2.3. The Call-Up Notice indicates an option for deferment or exemption for those employees who are providing essential services and cannot be replaced. The likelihood of successful application for deferment of an employee engaged in a generalist healthcare role is remote. The Department of Health and Solent is committed to supporting reservist obligations in all but the most exceptional of circumstances.
- 15.2.4. During the period of absence from duty the employee's contract is effectively suspended with no payments due or contractual benefits accrued, e.g. annual leave. Any annual leave accrued but unable to be taken at the point of call up will be honoured on return to work.
- 15.2.5. Right of return to the Trust on completion of the period of service plus any demobilisation leave are similar to those that apply in other cases of temporary absence (e.g. maternity leave and employment breaks) with the employee returning to the same or equivalent post

and on like terms. Any change to employment terms that might have arisen during the period of absence (e.g. a pay award) will become effective immediately on the employee's return to work.

- 15.2.6. Employees called-up for service may obtain information on their options regarding NHS Pension Scheme membership from the SBS Pension Team.

16. TRADE UNION DUTIES

- 16.1. Under the Employment Relations Act 1999 elected representatives of a recognised Trade Union may request paid special leave in respect of Trade Union training or attendance at Conferences etc. All such requests will be subject to service needs, but wherever possible managers will be supportive of these applications. Further details are contained within the Trust Union Recognition agreement.

17. LEAVE FOR RELIGIOUS HOLIDAYS

- 17.1. Leave for religious holidays not celebrated by a bank holiday will not be unreasonably refused and should be taken out of the annual leave entitlement or TOIL, as appropriate.

18. SUPPORTING REFUGEES AND CLAIMS OF ASYLUM IN THE UK

- 18.1. The Trust recognises that there may be times when employees wish to support refugees who are claiming asylum in the UK in times of national and international conflict and crisis. Employees who wish to support official refugee schemes by offering personal accommodation may use up to 2 days of paid compassionate leave to assist with relocation and settlement. In exceptional circumstances and/or in cases when the provisions outlined above have been exhausted, managers may at their discretion grant a further period of paid special leave. Managers should seek advice from the People Partnering team.

19. ROLES & RESPONSIBILITIES

19.1. Employees

- 19.1.1. The responsibilities of employees are:

- To give as much notice to their manager as possible of any request for special leave, for example if a close relative is seriously ill, or they are awaiting an adoption.
- To understand that the business needs of the organisation will be considered when decisions are made.
- To understand when special leave needs to be requested and to make such requests as appropriate.
- To fully utilise annual leave wherever possible, and
- Not regard paid special leave as an automatic entitlement

19.2. Managers

Managers are responsible for:

- Making timely, objective and equitable decisions on special leave requests
- To inform the People Services team of the changes imposed from any agreed leave request which may have pay implications, and of any absences from work or return to work

- Considering the needs of the business
- Using their discretion when making decisions on whether to grant paid or unpaid leave.
- Making every effort to cover the work of the individual concerned during a time of crisis but make decisions based on safe staffing levels.
- Recording decisions

20. TRAINING

- 20.1. As appropriate, additional information in support of this policy will be made available to employees and managers and published on the Human Resources section of the Trust's intranet.

21. EQUALITY IMPACT ASSESSMENT

- 21.1. Please see Appendix A

22. SUCCESS CRITERIA / MONITORING EFFECTIVENESS

- 22.1. The following sources of information will be used to assess the overall effectiveness of this policy:

- Feedback from the Staff Side Trade Unions on the application of this policy.
- Complaints, early or formal resolutions requests, appeals raised by employees, trade union representatives and line managers on this policy and its application and the action taken as a result.
- The number of employment break requests made, and the number approved and not approved, as recorded by the Human Resources Department.

- 22.2. Information will be provided annually, or at more frequent intervals as required, to:

- The Trust Executive Committee.
- Divisional Boards.
- The Joint Consultative and Negotiating Committee.
- The Local Negotiating Committee.

- 22.3. This policy and any associated guidance will be reviewed and updated as and when indicated, based on:

- Internal monitoring information.
- Feedback from Trade Union representatives, Trust managers and employees
- Legal changes, external guidance, and best practice information.
- Changes to NHS Terms and Conditions of Service.

23. REVIEW

- 23.1. This document may be reviewed at any time at the request of either staff side or management but will automatically be reviewed 3 years from initial approval and thereafter on a triennial basis unless organisational changes, legislation, guidance or non-compliance prompt an earlier review.

24. REFERENCES AND LINKS TO OTHER DOCUMENTS

24.1. The following documents are referenced to this policy

- Flexible Working Policy
- Managing Organisational Change Policy
- Resolution Policy and Resolution Standard Operating Procedure
- Improving and managing conduct policy and SOP
- Appeals SOP
- Employees Relations Act 1999
- Agenda for Change Terms and Conditions
- Doctor and Dentist Terms and Conditions
- Employment Rights Act 1996
- Equalities Act 2010

Equality Analysis and Equality Impact Assessment

Equality Analysis is a way of considering the potential impact on different groups protected from discrimination by the Equality Act 2010. It is a legal requirement that places a duty on public sector organisations (The Public Sector Equality Duty) to integrate consideration of Equality, Diversity and Inclusion into their day-to-day business. The Equality Duty has 3 aims, it requires public bodies to have due regard to the need to:

- **eliminate unlawful discrimination**, harassment, victimisation and other conduct prohibited by the Equality Act of 2010;
- **advance equality of opportunity** between people who share a protected characteristic and people who do not;
- **foster good relations** between people who share a protected characteristic and people who do not.

Equality Impact Assessment (EIA) is a tool for examining the main functions and policies of an organisation to see whether they have the potential to affect people differently. Their purpose is to identify and address existing or potential inequalities, resulting from policy and practice development. Ideally, EIAs should cover all the strands of diversity and Inclusion. It will help us better understand its functions and the way decisions are made by:

- **considering the current situation**
- **deciding the aims and intended outcomes of a function or policy**
- **considering what evidence there is to support the decision and identifying any gaps**
- **ensuring it is an informed decision**

Equality Impact Assessment (EIA)

Step 1: Scoping and Identifying the Aims

Service Line / Department	PEOPLE SERVICES	
Title of Change:	SPECIAL LEAVE POLICY	
What are you completing this EIA for? (Please select):	Policy	<i>(If other please specify here)</i>
What are the main aims / objectives of the changes	This policy objective is to ensure that special leave is applied fairly and consistently to all employees regardless of their protected characteristics as defined by the Equality Act 2010 (namely: age, disability, gender reassignment, race, religion or belief, sex, sexual orientation, marriage and civil partnership, pregnancy and maternity) length of service (subject to qualifying periods), whether full or part-time, or employed under a permanent or a fixed-term contract.	

Step 2: Assessing the Impact

Please use the drop-down feature to detail any positive or negative impacts of this document /policy on patients in the drop-down box below. If there is no impact, please select "not applicable":

Protected Characteristic	Positive Impact(s)	Negative Impact(s)	Not applicable	Action to address negative impact: (e.g. adjustment to the policy)
Sex			X	
Gender reassignment			X	
Disability			X	
Age			X	
Sexual Orientation			X	
Pregnancy and maternity			X	
Marriage and civil partnership			X	
Religion or belief			X	
Race			X	

If you answer yes to any of the following, you MUST complete the evidence column explaining what information you have considered which has led you to reach this decision.

Assessment Questions	Yes / No	Please document evidence / any mitigations
In consideration of your document development, did you consult with others, for example, external organisations, service users, carers or other voluntary sector groups?)	Please select	Staff side were consulted with on this policy
Have you taken into consideration any regulations, professional standards?	Please select	Current legislation was used to create policy

Step 3: Review, Risk and Action Plans

How would you rate the overall level of impact / risk to the organisation if no action taken?	Low	Medium	High
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
What action needs to be taken to reduce or eliminate the negative impact?			
Who will be responsible for monitoring and regular review of the document / policy?			

Step 4: Authorisation and sign off

I am satisfied that all available evidence has been accurately assessed for any potential impact on patients and groups with protected characteristics in the scope of this project / change / policy / procedure / practice / activity. Mitigation, where appropriate has been identified and dealt with accordingly.

Equality Assessor:	G.Bulloch	Date:	18/05/2022
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APPENDIX B

Application for an Employment Break

Part one to be completed by the employee

Name:			
Assignment:			
Location:			
Service Line:			
Date Employment with Trust commenced:			
I wish to apply for an employment break for the following purposes:			
I would like to commence the employment break on:			
I intend to return to work on:			
My intentions surrounding my pension contributions during my break is as follows:			
<ul style="list-style-type: none"> ▪ I do not wish to pay superannuation contributions during my employment break ▪ I would like to continue paying superannuation contributions 			
I have read and understood the terms and conditions surrounding the employment break as detailed within the Special Leave policy, section 13 and am aware of the notice period I am required to give my manager when I intend to return to work.			
I will inform my manager in writing as soon as possible if I change my address or circumstances and should I decide not to return to work after my Employment Break			
Signed:		Dated:	
<i>Part two – to be completed by the manager and authorised by appropriate individual in line with paragraphs 2.3 and 2.4 of Appendix B</i>			
I authorise that the above individual will be granted an employment break as outlined above. The manager has made arrangements to keep in touch.			
Signed:		Dated:	
Print name:		Telephone:	

A copy of this form must be submitted to the People Services Team.