

Annual Leave Policy

Purpose and Scope

The purpose of this policy is to set out the Company's position on taking annual leave.

This policy applies to all employees. This policy does not form part of employees' contracts of employment and the Company may amend it at any time.

Company Holiday Year

The Company's holiday year runs from [1 January to 31 December]

Annual Leave Entitlement

Your annual leave entitlement is confirmed in your contract of employment. During your first and last year of service your annual leave entitlement will be calculated on a pro rata basis.

Note that the first four weeks leave you take in any holiday year will be treated as part of your entitlement under Regulation 13 of the Working Time Regulations 1998 ("WTR").

Written Approval Required for all Annual Leave

Before you take holiday or make definite arrangements, you will need to obtain [written] approval from your manager. All holiday must be authorised in advance and a minimum of [two] weeks' notice should normally be given.

Any leave that is taken without prior [written] consent of the appropriate manager will be treated as an unauthorised absence.

The Company will make every effort to accommodate your request for holiday, but authorisation will be subject to the operational needs of the Company and therefore it may not always be possible for you to take holiday as requested.

Extended Periods of Annual Leave

No more than [two] weeks paid annual leave may be taken consecutively without the prior written agreement of your line manager.

[optional: Shutdown]

You may be required to take a designated number of days of your annual leave entitlement when the Company operates a shutdown.]

Carrying Over Annual Leave

Except where stated in this policy, you must take your annual leave during the holiday year in which it accrues. Any unused annual leave at the end of the holiday year will be forfeited. No payment will be made for any unused annual leave entitlement at the end of the holiday year except on termination of employment.

Unused annual leave *may* be carried over to the following holiday year where this is legally required, for example where sickness absence or family leave spans two leave years. More information on this can be obtained from **[Insert]**.

Sickness Absence and Holidays

You are entitled to take your **[statutory]** holiday entitlement whilst on sick leave. You are required to obtain approval of your proposed holiday dates in accordance with this Annual Leave Policy and your contract of employment.

If you are sick during a period of approved holiday leave, any days covered by a medical certificate may, at the discretion of the Company, be converted to sickness absence and your holiday entitlement credited for the affected days. The Reporting Sickness Absence procedures will still apply and failure to comply with this procedure may result in you forfeiting the right to have your holiday reallocated to be taken at another time.

Family Leave and Holidays

For the purposes of this policy, family leave includes: maternity leave; paternity leave; adoption leave; parental leave; and shared parental leave.

You will continue to accrue annual leave as normal during periods of family leave.

If you intend to take a period of family leave which spans two holiday years or where your intended family leave will cease within **[four weeks]** of the end of the holiday year, you must inform your manager as soon as possible.

Termination

The Company may require you to take any accrued but untaken holiday during your notice period. Alternatively, the Company may pay you in lieu of any unused annual leave accrued during the current holiday year.

[NB: INSERT CLAUSE IF CONTRACT OF EMPLOYMENT ALLOWS FOR DEDUCTIONS:] If, on the date of termination of your employment, you have taken more annual leave than you have accrued in that holiday year, the Company shall be entitled to deduct the value of the unearned annual leave from any final payment of salary to be made to you.]

Abuse of this Policy

Any abuse of this policy shall amount to a misconduct issue and shall be dealt with under the Company's Disciplinary Procedure.

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