

# Sanday Development Trust

enhancing quality of life



## **Annual Leave Policy**

Implemented: April 2017

Review: First review April 2018; thereafter to be reviewed every three years or on implementation of new legislation

### 1. Introduction

1.1 The purpose of annual leave is to enable employees to rest and recuperate away from the stresses of the workplace, thus contributing to a healthier, more effective, workforce. The Sanday Development Trust is committed to enabling employees to take annual leave as intended.

1.2 This policy sets out contractual terms and conditions in relation to annual leave entitlement.

1.3 The policy applies to all employees but employees who have worked for the Trust for less than one year may only take leave that has been accrued in advance, except by agreement with the board of directors. (See 3.3 below)

1.4 The policy complies with statutory requirements (Employment Rights Act 1996 and Working Time Regulations 1998).

### 2. Annual Leave Entitlement

2.1 Employees are entitled to 6.0 weeks paid annual leave. Of this 6.0 weeks, 5.6 weeks are statutory entitlement and 0.4 weeks are additional, contractual, leave awarded by the directors of the Development Trust. In this policy, statutory and contractual leave are treated in the same way, even where not specified.

2.2 Annual leave is calculated on a pro rata basis for part time employees. Therefore an employee who is contracted to work 35 hours per week will be entitled to 210 hours per year (the equivalent of 6 weeks at 35 hours) and an employee who is contracted to work 17.5 hours per week will be entitled to 105 hours per year (the equivalent of 6 weeks at 17.5 hours).

2.3 The 6.0 weeks of annual leave is inclusive of Scottish and UK public holidays. In other words employees are not automatically entitled to take paid leave on public holidays but public holidays are treated the same as any other work days in relation to leave requests.

2.4 Annual leave is calculated on an annual basis from 1 April to 31 March (the 'leave year').

### 3. Terms and Conditions of Annual Leave

3.1 Leave entitlement cannot normally be carried over to the next leave year but up to 1 week may be carried over, in exceptional circumstances, provided it is used up by 30 June of the following leave year.

3.2 Leave entitlement is calculated on a monthly basis ie employees are entitled to one twelfth of their annual entitlement for each month that has been worked.

3.3 During the first year of employment, only leave which has been accrued may be taken. After a year of continuous employment, leave may be taken at any time, provided the correct amount of notice has been given (see 3.6 below) and there is not a good reason to refuse the request, (subject to 3.7 and 3.8 below).

3.4 If an employee's contract is terminated and they have taken more leave than they have accrued, the employee's final pay will be adjusted to take back any overpayment.

3.5 If an employee's contract is terminated they will receive payment in lieu of any accrued holiday which has not been taken.

3.6 Employees are required to give notice of at least twice the length of holiday requested. This means that if one week of leave is requested, at least two weeks of notice must be given. Where an employee only works for part of the week, they must give full notice. For example, if an employee regularly works only on Wednesdays, they must give notice at least two Wednesdays prior to the requested leave. Giving notice two days before the requested leave is not sufficient. This allows time to make arrangements to cover for the employee while on leave.

3.7 In exceptional circumstances leave may be refused. In such cases notice of at least the length of holiday requested will be given.

3.8 In exceptional circumstances, the Development Trust may waive the requirement for the full amount of notice but employees must endeavour to meet the requirements under normal circumstances.

### 4. Annual Leave and Sickness

4.1 An employee who is taken ill whilst on annual leave may ask for the affected leave period to be converted to sick leave. In this case, the sickness absence policy and sickness pay policy will come into effect.

### 5. Periods of Notice of Termination of Contract

5.1 During periods of notice of termination of contract, both statutory and contractual leave will continue to accrue, even if the employee has been paid in lieu of notice.

5.2 The Development Trust may tell an employee to take annual leave during a notice period, provided notice of at least twice the length of leave to be taken is given.

## 6. Time Off in Lieu and Overtime

6.1 Flexi-time/Time Off In Lieu does not affect annual leave entitlement.

6.2 If an employee is required to work overtime, this will be taken into account when calculating holiday pay.

6.3 If regular overtime is or has been worked, for the purposes of calculating the amount of holiday pay due, an average of the earnings of the three months previous to the leave period will be used.