**On Company headed paper (Replace our Logo)**

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1. **ABSENCE FROM WORK**
	1. **Public/Bank Holidays**

You are entitled to the current 8 statutory UK Public/Bank Holidays, i.e.:

New Year's Day Good Friday

Easter Monday The first Monday in May

The last Monday in May The last Monday in August

Christmas Day Boxing Day

* 1. **Time Off In Lieu (TOIL)**

TOIL will be given under certain circumstances to eligible Colleagues who work on a Public/ Bank Holiday, where applicable.

You will be advised in your Contract of Employment whether you are eligible for TOIL and the Terms and Conditions that apply to such entitlement.

* 1. **Annual Leave**

The Company's Annual Leave year begins on 1st January and ends on 31st December each year.

Your basic paid Annual Leave entitlement is detailed in your Contract of Employment.

You are not allowed to carry forward any part of one year’s holiday entitlement to subsequent years. Any holiday not taken by the end of the year is forfeit.

You must submit your request for Annual Leave on the nomify app. All requests for Annual Leave must be approved by your Line Manager in advance and approval will be subject to operational requirements.

Holiday requests will be dealt with on a 'first-come, first-served' basis. If, because of a previously authorised holiday for another Colleague, the business of the Company would be unduly disrupted by you taking holiday as requested, the Company may have no alternative but to refuse your request for holiday. If a request for holiday is refused, you must re-arrange your holiday. If Leave is still taken under these circumstances, you may be liable to disciplinary proceedings.

You must give as much notice as possible and, in any event, at least four weeks notice of your intention to take annual leave.

You will normally be expected to take a maximum of 10 days Annual Leave at any one time. In exceptional circumstances a longer holiday may be approved provided at least 12 weeks notice is given and this is fully authorised by your Line Manager and Human Resources Department.

Annual Leave entitlement will accrue during Sick Leave and Maternity Leave. For the avoidance of doubt, please note that you will not be able to take holidays whilst on Maternity Leave or on Sick Leave.

Annual Leave entitlement will not accrue during unpaid Leave.

The Company reserves the right to require you to take any unused holiday during your notice period.

There will be no unpaid holidays, except for new Colleagues who have previously booked holidays prior to commencement of employment with the Company.

At least 10 days of your annual entitlement must be taken in weekly blocks (pro-rata for part-timers).

In the event of termination of your employment, any holidays earned pro-rata in the holiday year but not taken will be paid, if agreed with your Line Manager. However, in the event of your having taken holidays, which have not been earned pro-rata in the holiday year, then the appropriate payments will be deducted from your final salary.

* 1. **Apportioning Leave Entitlement**

The following Procedure applies in calculating Leave entitlement where you join or leave during the Leave year or work part-time:

* You will receive a certain number of days' Annual Leave entitlement for each month or part month worked. Fractions of days resulting from the calculation are rounded up or down to the nearest half day. Your accrual entitlement is detailed in your Contract of Employment
* Your Annual Leave entitlement is calculated on a pro-rata basis by reference to the number of hours worked in an ordinary working week
	1. **Cancellation of Leave**

With the agreement of your Line Manager, any Leave previously approved may be cancelled and such entitlement taken at a later date.

* 1. **Leave Entitlement on Leaving the Company**

On leaving the Company, it is at the Company's sole discretion whether you are required to take any accrued Leave entitlement during your period of notice, or whether it is converted to a taxable payment.

If the Company decides to make you a payment in lieu of Annual Leave entitlement, the amount payable to you will be the number of Annual Leave days accrued to date but not yet taken, multiplied by your daily rate of basic salary (and subject to statutory deductions for Income Tax and National Insurance).

If you leave the Company having taken Annual Leave in excess of your accrued entitlement, the Company will deduct the appropriate amount from your final salary or any other monies owing to you. You hereby authorise any such deduction. Any outstanding balance will become immediately repayable to the Company on the termination of your employment and you agree to immediately repay such amount to the Company.

* 1. **Compassionate Leave**

Compassionate Leave may be granted at the discretion of your Line Manager. Circumstances that may justify such Leave include the serious illness, death or funeral of a close relative.

Definitions of a ‘close’ relative include spouse, civil partner, child, parent or a person living in the Colleague’s household as part of the family.

Your request should be made in the first instance to your Line Manager, and each request will be considered on an individual basis.

There is no contractual entitlement to remuneration for absences relating to Compassionate Leave.  Payment of salary during Compassionate Leave is at the absolute discretion of the Company.

The number of days allowed will depend on the circumstances, and these should be discussed with your Line Manager. However, the Company will consider each case on an individual basis and aims to be as flexible and understanding as possible in times of bereavement or serious illness.

The Company's Policy on Time Off Work For Dependants can be found in Part Two of this Handbook.

* 1. **Medical and Dental Appointments**

Whenever possible, you must make appointments outside of working hours, or if this is not possible, you should endeavour to arrange them at times when they will cause least disruption (i.e., early morning or late afternoon appointments).

Any time off for attendance at appointments must, where possible, have the prior approval of your Line Manager.

* 1. **Public Duties**

You are entitled to reasonable time off work during working hours to perform the duties associated with certain positions, such as Justices of the Peace, members of a Local or Police Authority, or statutory Tribunals.

You are not, however, entitled to payment for time off work to cover these duties.

* 1. **Jury Service/Acting as a Witness**

If you are required to attend Court as a witness or serve on a jury, you must inform your Line Manager immediately. You must report for work on those days/half days when you are not required to be at Court.

You may be required to attend Court every day during the period of jury service. However, it may be possible to release you, either for whole days or half days, during that period of jury service. If this happens, then you must return to work if at all practicable.

You may be entitled to payments from the Court to compensate for partial loss of earnings and a form will be sent with the Jury Summons asking for details. Please pass this to your Line Manager to forward to Payroll for completion.

When your period of jury service is completed and you receive payment from the Court, please advise Payroll of the amount received. The Company will supplement the money you receive from the Court to bring the total up to your basic salary.