**ANNUAL LEAVE AGREEMENT BETWEEN [NAME OF EMPLOYER] AND [UNISON BRANCH]**

1. **General principles**
   1. Both [Name of employer]and [UNISON branch]recognise the importance of annual leave in improving the quality of working life for staff by providing a balance with personal lives and allowing recuperation from the demands of work.
   2. Equally, the benefits of annual leave to [Name of employer]are recognised in terms of maintaining staff morale and productivity, reducing sickness absence and improving the ability of [name of employer]to recruit and retain staff.
   3. The agreement seeks to provide a fair and non-discriminatory set of clear arrangements for handling entitlement to annual leave and bank holidays.
   4. The agreement applies to all staff who are employed at [name of employer]regardless of their type of contract.
   5. The agreement shall be the subject of regular review between [name of employer]and [UNISON branch], with a view to agreeing suitable changes in the light of experience in operation of the agreement.

**2. Number of days’ basic entitlement**

* 1. The annual leave period shall run from 1 January to 31 December each year [the financial year of 1 April to 31 March is a commonplace alternative, but whatever period is chosen ensure that the calendar year is a standard period for all staff]
  2. Leave entitlement on appointment will be [30 days is at the top end of public service employer entitlements but what is realistic will depend on the norms of the employer’s sector] in addition to the eight public holidays [10 days in Northern Ireland].
  3. Entitlement shall increase by one day each year for the first five years of service.
  4. All part time staff will have their entitlement calculated on the appropriate pro-rata basis.
  5. Pro-rata entitlement shall be rounded up to the nearest half or full day.

**3. Accrual of leave**

* 1. New recruits will accrue a pro-rata leave entitlement based on the proportion of the leave year remaining.
  2. On termination of employment, accrued leave entitlement will be based on the proportion of the year worked. Where staff have accrued but not taken their annual leave entitlement, they will receive payment in lieu. Where staff have taken leave in excess of their entitlement, a deduction will be made from the final pay packet.
  3. It is recognised that a member of staff continues to accrue leave throughout the holiday year while they are on sick leave, maternity leave, paternity leave, parental leave, shared parental leave or adoption leave.
  4. It is recognised that a member of staff may request to take annual leave while on sick leave, but a member of staff cannot be required to take annual leave while they are on sick leave.
  5. Where a member of staff dies whilst working for the organisation, an allowance equivalent to that part of the annual leave entitlement not taken at the date of death shall be paid to the member of staff’s personal representative. No deduction from the final salary payment will be made in respect of annual leave taken in excess of entitlement at the date of death.

**4. Flexibility in taking of leave**

* 1. [Name of employer]will publicise leave entitlement to staff, paying particular attention to informing staff on part-time or irregular hour contracts.
  2. Managers will seek to encourage staff to take their full allocation of annual leave in each calendar year.
  3. Managers will monitor leave taken and highlight where staff have substantial build-up of leave. However, staff will have the flexibility set out below available in the taking of leave.
  4. Up to five days annual leave may be carried forward on agreement with the manager and taken in the ensuing leave year.
  5. Up to five days annual leave may be borrowed from the following year on agreement with the manager and taken in the current leave year.
  6. The employer will take care to ensure that any such adjustments will not lead to the member of staff falling below the four-week minimum specified in the EU Working Time Directive.
  7. The carry-over of leave to the following leave year will be unlimited where a member of staff has been unable to take their leave due to sickness absence.
  8. If outstanding leave at the end of the calendar year exceeds the permitted five days standard carry-over, the number of days lost will be recorded and the reasons that the entitled days have not been taken will be established with a view to action that addresses underlying issues blocking the taking of leave, such as workload pressures or ineffective planning of staffing arrangements.

**5. Notification of leave**

* 1. Staff will give written notification to their line manager for leave and endeavour to lodge their request at least twice the period requested in advance**.**
  2. Where a line manager is absent, a clearly defined recipient for leave notification will be provided to staff.
  3. The line manager will endeavour to respond within two days of the request being lodged or sooner where the requested leave is within that period.
  4. The line manager will set out whether the requested leave is authorised and in the event of rejection specify clear reasons, indicating why adequate staffing cover could not be arranged to allow the leave and / or why work could not be set aside for the duration of the leave.
  5. [If staff are supportive of a rota system during popular periods, consider inserting a clause that states: “Where requests for leave persistently exceed the leave that can be granted while still ensuring adequate staffing levels for particularly popular periods, managers may specify a deadline for requests so that leave can be granted on a rota basis rather than ‘first come, first served’.”]
  6. If a member of staff falls sick whilst on annual leave, they should report their sickness to their manager immediately in accordance with the sickness absence policy, so that absence can be recorded appropriately.
  7. Requests to staff to cancel leave will only be made where all other options have been exhausted and will only be implemented where the employee gives consent.

**6. Procedure during leave**

* 1. [Name of employer] recognises the need for leave to allow staff proper rest and recuperation.Toward that end, the following standard procedures will be observed during leave:
     1. The setting of “out of office” responses to telephone and messaging enquiries that provide an alternative contact during a worker’s absence;
     2. The turning off of devices for receiving telephone and messaging enquiries unless there is an exceptional circumstance;
     3. The effective delegating of work during leave to avoid an excessive “pile-up” of work to be dealt with on return.

**7. Special leave**

7.1 [Name of employer] recognises that paid leave should also apply in the following special circumstances:

* + 1. Where staff are called to jury service or as a court witness, they will be permitted leave for the duration of the time they are required to attend those proceedings.
    2. Where staff are under notice of redundancy, they will be permitted up to two days leave to look for work or retraining.
    3. Where staff are required on the advice of a registered medical practitioner, midwife or health worker, to attend an ante-natal class, they will be permitted leave for up to five classes.

The partner of a pregnant woman will be permitted leave to attend up to two ante natal classes.

In the case of adoption, the primary adopter will be permitted leave to attend up to five pre-adoption appointments, and the partner up to two appointments.

* + 1. Up to five days compassionate leave will be granted to allow staff to deal with emergency situations.

An emergency will be classified as:

* When a dependant is injured or assaulted, falls ill or gives birth;
* When care arrangements for a dependant unexpectedly falter;
* When events at a school or nursery arrangements demand intervention from the employee.
* When damage to staff accommodation demands immediate attention, such as a fire, flood, burglary or a broken boiler.

A dependant will be defined as a spouse, partner, child, parent or other close relative who has come to depend on the employee for care. This will include other relatives, friends or unrelated children who live in a worker’s home, as well as those who ”‘reasonably” depend on a worker’s help in case of an emergency;

It is recognised that the classification of an emergency cannot cover all events and line managers must exercise sensitive discretion in judging what other events may qualify as an emergency.

However, reasons for granting will be recorded and assessed across the organsiation to ensure consistency and fairness

7.1.5 Up to 10 days bereavement leave will be granted in the event of a death of a dependant. In the event of a death of a child before the age of 18 or a stillbirth, Statutory Parental Bereavement Leave of two weeks shall apply for the parent (meaning the biological parent, adoptive parent or parent of a child born to a surrogate) or parent’s partner.

Following a bereavement, managers will judge an appropriate time to:

* Check with the employee what, if anything, they would like their work colleagues to know about the bereavement.
* Highlight counselling services available for staff if they judge that it would be of assistance in recovering from the bereavement;
* Consider with the member of staff whether a staged return to work or other adaptations of working arrangements should be put in place to ease a return.

**8. Pay during annual leave**

* 1. Staff will receive their normal remuneration during periods of annual leave and period of special leave.
  2. Normal remuneration will include all regular allowances, overtime and commission that would have been earned if the period had been worked normally.
  3. Where staff work irregular hours, the rate of pay shall be based on the average across 52 weeks where staff have worked for [Name of employer] for that time or the period since their employment began where they have not, in accordance with the Employment Rights Employment Particulars and Paid Annual Leave ) Regulations.
  4. Where staff work on a term-time basis, they shall be entitled to the full-time leave entitlement at their average weekly rate of pay.

**9. Signatories**

This agreement comes into force on:

Date:………………………………..

This agreement will be reviewed on:

Date:………………………………..

SIGNED ……………………………. for [Employer Name]

DATE ………………………………..

SIGNED …………………………….. for [UNISON Branch]

DATE ………………………………..