



## Annual Leave Policy

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**Chair of Directors**

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**Good Practice**

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## Definitions

In this **Annual Leave Policy**, unless the context otherwise requires, the following expressions shall have the following meanings:

- I. **'The Romero Catholic Academy'** means the Company named at the beginning of this **Annual Leave Policy** and Procedure and includes all sites upon which the Company is undertaking, from time to time, being carried out. The Romero Catholic Academy includes; **Corpus Christi, Good Shepherd, Sacred Heart, Blue Sky, SS Peter and Paul, St Gregory, St John Fisher, St Patrick, Cardinal Wiseman, Shared Services Team.**
- II. **'Romero Catholic Academy'** means the Company responsible for the management of the Academy and, for all purposes, means the employer of staff at the Company.
- III. **'Board'** means the board of Directors of the Romero Catholic Academy.
- IV. **'Chair'** means the Chair of the Board or the Chair of the Local Governing Body of the Academy appointed from time to time, as appropriate.
- V. **'Governance Professional'** means the Governance Professional to the Board or the Governance Professional to the Local Governing Body of the Academy appointed from time to time, as appropriate.
- VI. **'Catholic Senior Executive Leader'** means the person responsible for performance of all Academies and Staff within the Multi Academy Company and is accountable to the Board of Directors.
- VII. **'Diocesan Schools Commission'** means the education service provided by the diocese, which may also be known, or referred to, as the Birmingham Diocesan Education Service.
- VIII. **'Local Governing Body'** means the governing body of the School.
- IX. **'Local Governing Body Representatives'** means the governors appointed and elected to the Local Governing Body of the School, from time to time.
- X. **'Principal'** means the substantive Principal, who is the person with overall responsibility for the day to day management of the school.
- XI. **'School'** means the school or college within The Romero Catholic Academy and includes all sites upon which the school undertaking is, from time to time, being carried out.
- XII. **'Shared Services Team'** means the staff who work in the central team across the Company (e.g. HR/ Finance)
- XIII. **'Vice-Chair'** means the Vice-Chair of the Governing Body elected from time to time.
- XIV. **'Full time'** is defined as an employee working 37 hours a week, 52 weeks a year.

## 1. Scope of procedure

- 1.1 This Annual leave policy applies to you if you are an employee or worker at The Romero Catholic Academy (hereinafter referred to as an “employee” or “you”).
- 1.2 The purpose of this policy is to set out the annual leave entitlement and procedure.
- 1.3 An employee is entitled to have access by arrangement to their personnel file and to request the deletion of time-expired records in line with the provisions of the General Data Protection Regulation (GDPR).
- 1.4 In this policy “working day” means any day on which you would ordinarily work if you were a full-time employee. “Working day” will apply differently to teaching and non-teaching staff. However, part-time and full-time staff will not be treated differently for the purposes of implementing this policy and procedure.
- 1.5 The Company is committed to ensuring respect, objectivity, belief in the dignity of the individual, consistency of treatment and fairness in the operation of this Policy. This commitment extends to promoting equality of opportunity and eliminating unlawful discrimination throughout the Company community.
- 1.6 This holiday policy sets out employees’ entitlements to annual leave and the Company rules on taking annual leave.

## 2. Annual Leave Policy

- 2.1 Full time employees at The Romero Catholic Academy are entitled to a total of 27 days paid annual leave per annum plus 8 Bank Holidays. Bank Holiday leave is to be taken on the day the Bank Holiday falls.
- 2.2 Full time employees at The Romero Catholic Academy who have more than 5 years service with The Romero Catholic Academy at the start of the leave year will be entitled to 32 days paid annual leave per year.
- 2.3 New full time employees who have more than 5 years continuous service with another local authority school or academy trust will be entitled to 32 days paid annual leave from the commencement of their employment.
- 2.4 27/32 days of annual leave will be given as a pro-rata amount for any employee not working full time. Bank holidays will be calculated in hours as a pro-rata amount.
- 2.5 All leave must be pre-authorized by the Company. Taking leave without authorisation will be considered a gross misconduct offence. Taking leave despite a declined request will be considered a gross misconduct offence. Gross misconduct offences may result in dismissal without notice. Further information on booking leave from work are given below.
- 2.6 The Company’s holiday year runs from 1<sup>st</sup> September to 31<sup>st</sup> August

## 3. Booking leave

- 3.1 Employees must give notice of their request to take leave. Applications for leave should be submitted to their manager via the online CINTRA self-service portal.
- 3.2 The following notice periods which apply to employees when requesting leave are as follows:

Period of leave requested	Period of notice required
A week or more (five days or more)	Twice the amount of time beforehand as the amount you want to take off
Less than a week (one to four days)	Twice the amount of time beforehand as the amount you want to take off

- 3.3 The line manager will notify the employee via the online CINTRA self-service portal whether their request has been granted.

- 3.4 Employees should not make any firm travel or accommodation arrangements etc until they have received confirmation that their request for leave has been granted. There may be circumstances where the Company cannot grant the request, such as operational/staffing requirements. The Company is not liable for any loss incurred by an employee, such as lost deposits etc, if they incur costs and make commitments prior to receiving confirmation.
- 3.5 If at any point during the holiday year there are a high number of leave requests for a particular period, the Company will make every effort to accept as many of these requests as possible. However, the Company must have regard to its operations and ensuring there is sufficient cover for all work to be undertaken, considerations which sometimes need to take priority over granting all these types of requests.
- 3.6 A maximum of 10 consecutive working days can be booked. Additional will only be approved in exceptional circumstances.

#### **4. Company Requirements**

- 4.1 The Company may reasonably require an employee to take annual leave without prior notification for reasons which will be explained to the employee at the time.
- 4.2 The Company operates an entire shut down each year during the period between Christmas and New Year for all full year employees.
- 4.3 The Company may ask an employee to cancel any previously agreed leave. There may be various reasons for this, such as operational or staffing issues, or business commitments that require the employee's presence. The Company recognises the inconvenience that this may cause an employee and, therefore, understands that the employee may refuse this request.
- 4.4 The Company will decide on whether, where the cancellation is agreed and the employee suffers a financial detriment e.g. lost deposits etc, the employee is to be reimbursed.

#### **5. Holiday pay**

- 5.1 During annual leave, employees will receive their normal pay.

#### **6. New starters and pre-booked leave**

- 6.1 During the recruitment process, prospective employees may be asked whether they have any leave booked that would take place after commencement of employment. If the individual is recruited, the Company will normally allow such leave to be taken.
- 6.2 The rules on accrual of annual leave may mean that the employee has not, at the time that leave is to be taken, accrued such length of leave to cover their holiday. In this case, the employee and the line manager will agree how any time off in excess of accrued leave will be covered

## 7. Holidays and sickness

- 7.1 The normal sickness notification procedures will apply to an employee when they are on leave and wish to reallocate the period of leave as sickness with the result that reconvened leave may be taken at another time in the leave year. Where the required notification is made, the Company may permit those days to be classed as sick days and equivalent time off taken as paid leave later in the leave year provide the leave falls within the statutory minimum entitlement. The days on which the leave is to be taken must be agreed with the Company.
- 7.2 Employees who are on an overseas holiday when they fall sick should contact the Company as soon as reasonably practicable.

## 8. Untaken annual leave

The Company encourages employees to use all of their leave entitlement each year so that they have the opportunity to rest. Employees should ensure they take at least four weeks annual leave in each leave year.

- 8.1 Ordinarily, employees may carry over up to a maximum of up to 5 days annual into the next leave year, subject to line manager approval. Any leave not taken over and above 5 days will not be carried forward into the next year and will be lost. Any days taken forward must be used by the end of November. The line manager has sole discretion to permit or decline this, subject to the provisions on sickness below.
- 8.2 If sickness means that an employee cannot take their full leave entitlement in a leave year, the employee may be able to carry forward some of the leave to the next leave year. This is usually limited to a maximum of four weeks leave, minus any leave already taken (including public holidays)
- 8.3 Ordinarily, the Company will not permit payment in lieu of annual leave unless exceptional circumstances apply. In every case, payment in lieu of the statutory minimum entitlement will not be permitted.

## 9. Termination of employment

- 9.1 When employment terminates part way through a leave year, the employee's leave entitlement will be recalculated on a pro-rata basis. This will determine the amount of leave the employee would be entitled to, for the period of service during the leave year.
- 9.2 Any outstanding leave accrued but untaken will be paid to the employee in their final pay. This is subject to the right of the Company for the employee to take their outstanding leave during their notice period. Otherwise, the amount due for outstanding leave will be added to the employee's final pay.
- 9.3 If the employee has exceeded their pro-rata entitlement to holidays at the time they leave their employment, this will be classed as an overpayment and an amount to cover this will be deducted from their final pay, subject to the maximum that their final pay permits.
- 9.4 If the employee has purchased additional leave and they terminate their employment prior to paying for this additional leave, an amount to cover the purchased annual leave will be deducted from their final pay, subject to the maximum that their final pay permits.

## 10. Purchasing additional annual leave

- 10.1 The company will permit employees to purchase additional annual leave of up to 10 days per academic year.
- 10.2 The daily rate of pay will be calculated using the FTE salary and a calculation done of the total amount the annual leave purchase will equate too. This amount will then be divided by 10 equal monthly payments throughout the year (November through to August pay).
- 10.3 The employee will need to notify HR by 1<sup>st</sup> September each year if they wish to purchase additional leave and how many days they wish to purchase.
- 10.4 The additional leave purchased will be added to an employee's entitlement on Cintra and employees will request to take annual leave via the online CINTRA self-service.

## 11. Christmas Holiday – Company shutdown

- 11.1 The Christmas holiday period is defined as the period starting from 25<sup>th</sup> December and ending on 1<sup>st</sup> January.
- 11.2 The Company is closed during public holidays within the Christmas holiday period. For confirmation, these dates are:
  - 25 December
  - 26 December
  - 1 January
- 11.3 Where a bank holiday falls at the weekend, the day off for the bank holiday is given during the week instead.
- 11.4 As set out within each employee's statement of terms and conditions of employment, these public holidays are in addition to an employees' entitlement of 27/32 days of paid annual leave in period each leave year.

## 12. Christmas holiday shutdown

- 12.1 The Company will not operate during the Christmas holiday period, even on days that are not classed as public holidays and would normally be working days. Confirmation of exact working practices to be confirmed by the department line manager in the build up to the Christmas holiday period.

## 13. Links to other policies

This Annual Leave Policy is linked to our;

- Special Leave of Absence Policy
- Disciplinary Policy
- Code of Conduct
- Absence Management Policy

## 14. Monitoring and Review

The Board of Directors delegate the implementation of this policy to the Local Governing Body. This policy will be reviewed by CC2 Strategy, People and Organisational Development.