

[name of company]

Holiday Policy

1. Purpose

This policy sets out information and rules to do with your holiday entitlement. It applies to all employees and workers but does not apply to the self-employed.

2. Status

This policy is non contractual and we may amend it at any time.

3.1 Holiday entitlement

Your holiday entitlement is as agreed by the National Joint Council for Racing Staff in its yearly memorandum of agreement. The current holiday entitlement is:

First year of employment	30 days per annum inclusive of 8 public holidays
Once you have worked a continuous period of 12 months with us, your holiday entitlement during the next holiday year increases to	32 days per annum inclusive of 8 public holidays
Once you have worked a continuous period of 5 years with us, your holiday entitlement for the next holiday year increases to	34 days per annum inclusive of 8 public holidays

Bank and public holidays are included in the entitlement set out above. If you work on a public holiday an alternative day will be taken to be mutually agreed. If an alternative day is not taken an additional day's pay will be paid up to a maximum of 2 days (pro-rated for part timers and in respect of incomplete holiday years in the first year of employment). There is no automatic entitlement to additional public or bank holidays over the 8 included in your holiday entitlement and this will be at our discretion.

If you work part time, you are entitled to the same entitlement as a full time worker on a pro rata basis. You are part time if you work less than 40 hours per week. As a part time worker, your holiday entitlement increases in line with length of service the same as for full time workers.

The first four weeks of your annual leave will be classed as leave under Regulation 13 of the Working Time Regulations and the remainder under the Regulation 13A and the NJC agreement.

4. Holiday calculations

The rate of accrual per day worked is set out in the NJC memorandum of agreement a copy of which is available from the office.

5. Holiday Year

The holiday year runs from to

6. Holiday accrual

We will calculate your holiday on a pro-rata basis if you join or leave the company part way through the holiday year.

During your first year, you can only take the number of days you have accrued up to the day your holiday starts unless we have agreed otherwise with you.

7. Carry over of holiday

You are encouraged to take all the holiday due to you in the holiday year in which it is accrued. Holidays not taken by the end of the holiday year will be lost except as set out below at paragraph 11 and you will not receive payment in lieu.

We may in exceptional circumstances agree to you carrying over up to [x] days of unused holiday into the next holiday year (unless otherwise legally entitled in accordance with paragraph 11 below). We may specify a time frame within which any agreed carry over of holiday must be taken.

8. Requesting time off

You should put in your request as early as possible and at the minimum should give us notice of at least twice the length of time you want to take off.

You must make all requests for holiday leave [*in writing to x/using our holiday request form/or whatever the company requirements are*]* *delete as applicable*

..... must approve all holiday requests. These will usually be considered on a first come, first served basis. At popular times of the year such as school holidays, we may need to rotate holiday allocation regardless of who put in the first request.

We may sometimes ask you to take your holiday on dates that we specify, particularly if you have not taken all the leave due to you in the current holiday year or we have a quiet time within the company. If you are leaving the company, we may also ask you to take your remaining holiday entitlement during your notice period.

Provided you have sufficient holiday entitlement, we will, wherever possible, try to fulfil requests for time off for a religious occasion, subject to our business requirements.

If we have to refuse holiday dates, we will discuss alternative dates with you. If your holiday request is refused and you take the time off anyway, we will view it as an unauthorised absence and deal with the matter under our disciplinary procedure.

You are advised not to make any travel arrangements or financial commitments until you have [written] confirmation that you can take the time off work. We will not be responsible if you suffer losses because your holiday request is refused, regardless of the reason.

9. Holiday Pay

We will pay you at your normal wage rate while you are on holiday [*for the first four weeks of your leave any holiday year. For the remainder of your holiday entitlement, you will just receive your basic wage*]*

10. Sickness and holiday leave

If you fall ill immediately before or during a period booked off as part of your holiday entitlement, you will be able to postpone the holiday under a later date provided:

- you comply with the normal notification and keeping in touch rules set out by us for sickness absence
- you provide a medical certificate to cover each day of absence. You will not be able to self-certify your absence even if it is for less than eight days. The medical certificate must be at your own cost and translated into English, if necessary.

These requirements will apply even if you are abroad although in such instance we may agree with you a different reporting structure after the initial contact from you.

If you do not do this, we will treat the absence as holiday and not sick leave.

Any dishonest claims or any other abuse of this policy will be handled under our disciplinary policy and could result in disciplinary action.

11. Long term absence and holiday

Your entitlement to annual leave accrues whenever you are off work long term on sick leave or family leave as defined below.

- Sick leave -

You may carry over any unused holiday [*being limited to the four week Regulation 13 leave only*] to the following year if your sick leave spans two holiday years or if you return to work too near the end of the holiday year to fit in time off due to you. Any holiday carried over will be lost if you do not take it within 18 months of the holiday year in which it accrued.

If you are absent on long term sick leave, you can apply to take some or all of your statutory holiday entitlement. You must complete a holiday request form in the normal way. We reserve the right to refuse your request and we will not normally accept a request where you have time left in the holiday year on your return to take outstanding leave entitlement. If SSP is still payable, your holiday pay will be inclusive of SSP and you are not entitled to company sick pay and holiday pay for the same period of time.

- Family leave (being maternity or paternity leave, adoption leave, shared parental leave or parental leave)

if you intend taking family leave and expect this to span two holiday years, you must give us as much notice as you can. You may carry over into the next holiday year any holiday entitlement that you did not take before the start of your family leave. This covers your full annual leave entitlement.

You should take any holiday leave you have carried over within the holiday year in which you return to work, unless a different timescale is agreed with your manager.

12. Failure to return from on holiday on due day

If you do not return to work on the day you are due back and you have not contacted us in advance with an acceptable reason, it will be treated as an unauthorised absence and could result in disciplinary action.

We appreciate that there may be reasons outside of your control which mean you are

unable to return to work on time - whatever the reason you must contact us before the time you are due into work to notify us that you are unable to return on that day and then keep us informed of the situation. If the continued absence is for sickness, you must provide a doctor's certificate to cover the absence. You will not normally be paid for any additional time taken off unless you provide evidence of sickness or injury and our normal sick pay policy will apply.

13. Accrued holiday at termination

We may require you to take any outstanding holiday leave during your notice period. This applies whether you resign or we have terminated your employment and will be effective even if we are unable to give you the statutory notice of the requirement to take holiday.

We may alternatively pay you in lieu of any accrued holiday you have not taken.

Should you have taken more leave than you were entitled to up to the day you leave the company, we will deduct

Date

*Note – this does not form part of the policy and is guidance for those issuing the policy and should therefore be deleted before the policy is issued - where there are references to the “first four weeks of leave/holiday” (clauses 3, 9 and 11), this refers to the employer’s ability to certain rights to this statutory holiday rather than the full contractual holiday.

For further information see chapter 16.2.3 and 16.10.3 of the NTF employment manual.

For ease of administration, employers may simply prefer to attach the enhanced rights to all holiday.