

LEAVE OF ABSENCE POLICY



The purpose of this policy is to inform employees wishing to take any Leave of Absence of their rights and entitlements offered by the Transport for the North (TfN).

1. Paid Annual Leave

The provisions relating to the entitlement to paid annual leave are set out in the contract of employment and in the section on Holidays of the TfN Handbook.

2. Paid Sick Leave

The provisions relating to the entitlement to paid sick leave are set out in the contract of employment and in the section on sickness/absence of the TfN Handbook.

3. Jury Service and other Public Duties

Should an employee be called up for jury service or required to attend court to give evidence as a witness, they must notify their Line Manager as soon as reasonably practicable. Time off work will normally be granted in these circumstances. The employee will be required to provide a copy of the court summons to support their request for time off work.

The employee has no contractual or statutory right to be paid for time not worked due to jury service or other related public duties. Any payment of salary by the TfN during this period is done so in its absolute discretion and will be subject to the deduction of any monies received from the court in respect of loss of earnings. The employee must therefore submit a claim to the court for loss of earnings and claim the full allowance available to them.

If on any day on which the employee attends court they are told that their services are not required, they must then return to work and report to their Line Manager before starting work.

4. Membership of the Reserved Armed Forces

If an employee is a member of the reserved armed forces, they may use their paid annual leave entitlement to carry out their duties, provided they comply with the provisions relating to paid annual leave set out in their contract of employment and in the section on "Holidays". The TfN expects all employees to use their paid annual leave first before applying for further time off.

Otherwise, any further time off relating to membership of the reserved armed forces will only be granted at the absolute discretion of the TfN and the employee has no contractual or statutory right to be paid for this leave.

Any payment of salary made by the TfN in such circumstances is done so in its absolute discretion.

If an employee wishes to apply for this type of leave, they should apply in writing to their Line Manager stating the period of leave requested and the reasons for it.

5. Medical Appointments

Appointments with doctors, dentists and other medical practitioners should, as far as reasonably practicable, be made outside of employee's normal hours of work or with the minimum disruption to the working day (i.e. made at the beginning or end of the working day).

Time off work to attend medical appointments must be authorised by the Line Manager in advance. In any event, unless there are exceptional circumstances, no more than two hours should be taken off work for any one appointment. There is no contractual or statutory right to be paid for absences relating to attendance at medical appointments. Any payment of salary during attendance at such appointments is made at the absolute discretion of the TfN.

6. Compassionate Leave

Subject to employee's statutory right to time off to deal with a family emergency, if an employee suffers a bereavement or serious illness in family or in a close relationship, compassionate leave must be approved by their Line Manager. All requests for compassionate leave will be considered on an individual basis.

There is no contractual or statutory entitlement to be paid for absences relating to compassionate leave. Any payment of salary during compassionate leave is made at the absolute discretion of the TfN.

Subject to employee's statutory right to time off to deal with a family emergency, the TfN expects employees to use their paid annual leave entitlement for time off needed to care for sick relatives or friends.

7. Bereavement Leave and Statutory Parental Bereavement Policy

If an employee suffers a bereavement in their immediate family or in a close relationship, leave must be approved by their Line Manager. All requests for leave will be considered on an individual basis.

There is no contractual or statutory entitlement to be paid for absences relating to bereavement leave. An initial 5 days bereavement pay will be made during bereavement leave.

In special circumstances up to 2 additional days may be authorised by the Line Manager and if the employee is responsible for funeral arrangements or administering the estate, up to a further 5 days may be authorised. Any salary payment over and above this is made at the absolute discretion of the TfN.

In the unfortunate event where, employed parents lose a child under the age of 18, or have a stillbirth from the 24th week of pregnancy, Statutory Parental Bereavement Leave (SPBL) will apply.

8. Special Unpaid Leave

The TfN may, in certain circumstances, consider requests for special unpaid leave, for example, for the purposes of education, family responsibilities or for important personal reasons. However, the TfN expects an employee to use their paid annual leave first. Otherwise, any further time off for special reasons will only be granted at the absolute discretion of the TfN and an employee have no contractual or statutory right to be paid for this leave. If an employee wishes to apply for special leave, they should do so in writing to their Line Manager stating the period of leave requested and the reasons for it. Requests for special leave will be assessed on their individual merits and circumstances. Special leave is operated entirely at the discretion of the TfN and it may be withdrawn at any time. For the avoidance of doubt, Special Unpaid Leave should be requested by employees seeking time off under Carer's Leave, which is up seven days of unpaid leave in any 12-month period.

9. Career Breaks and Sabbaticals

The TfN may, at its absolute discretion and subject to certain conditions being satisfied, permit employees to take a career break or sabbatical and then return to work at the end of that break. The conditions that must be satisfied are:

- a career break must be for an agreed duration which is between eight weeks and one year;
- career breaks will only be available to employees who have a minimum of three years' continuous employment with the TfN;
- employees must make a request for a career break at least one month before the proposed start date;
- the purpose of the career break must be agreed with the TfN in advance and a career break will not be granted where the intended purpose is to enable the employee to take up other paid employment.

A career break can be used for a variety of purposes, such as time off to undergo a college or university course, on account of family responsibilities, to allow an employee to pursue a personal interest or undertake voluntary work, for overseas travel or for any other purpose agreed with the TfN.

Any career break granted will be unpaid.

If an employee is granted a career break, their continuity of employment will continue, unless the granted career break is 6 months or over. If the career break continues for 6 months or over, the continuity of service will be broken by that break and the contract of employment will terminate on employee's last day of work immediately before their career break commences.

When an employee therefore returns to work at the end of the career break, this will be a new period of employment with the TfN and neither the period of their previous employment with the TfN prior to the career break nor the career break itself will count as part of their continuous period of employment with the TfN. Employees should also be aware that the loss of continuity of employment will have an impact on any statutory rights or contractual benefits that are linked to or dependent on continued employment or length of service.

If an employee would like to be considered for a career break, they should apply in writing to their Line Manager stating the purpose for which they wish to take the break, when they would like it to start, the intended length of the break and the date on which they would propose to return to work. Employees have no contractual right to take a career break and any request they may make will be considered in line with the operational needs of the TfN's business.

If the TfN agrees to grant a career break, this will be on the basis that an employee agrees to return to work on a specified date. Providing this and the other conditions for career breaks are met, they will be able to return to work with the TfN at the end of the career break. This will be a return to the same job on the same terms and conditions as they occupied before the career break, unless a redundancy situation has arisen. If, however, there is some reason other than redundancy why it is not reasonably practicable for an employee to be taken back in their original job, they will be offered alternative work on terms and conditions which are no less favourable overall than the terms and conditions of employment which applied to them immediately before their career break. On their return to work, the TfN may, at its absolute discretion, require the employee to undertake a period of retraining as necessary.

Except where an employee is ill and they have followed the TfN's normal procedures in relation to sickness absence, if they fail to return to work on the agreed return date at the end of a career break, they will forfeit their right to return to work with the TfN. They will then not be able to return to work at a later date.

10. Lieu Hours

Time off in lieu (TOIL) is defined as time taken off to compensate for planned non-contractual work (or occasional planned).

11. General

Failure to return from leave and report for work on the due date of return without reasonable excuse is a disciplinary offence and will be dealt with in accordance with the TfN's Disciplinary Policy.



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