

Appendix C

Purchasing of Additional Annual Leave and Selling Annual Leave

The additional Annual Leave scheme may appeal to staff who wish to take a period of annual leave in addition to their normal entitlement, but who do not want to take this as unpaid leave.

In such circumstances Trust employees who hold substantive contracts with the Trust can apply to purchase up to ten days of additional annual leave a year. This annual leave would be in addition to any annual leave that the employee would be normally entitled to.

The Trust will pay the employee on the same basis during the period of additional annual as the employee is paid to take their normal contractual annual leave. This scheme does not affect the NHS Pension Scheme as personal and employer contributions remain at the full pay level.

The repayment for this additional annual leave will be in the form of deductions taken from the employee's salary each month. The employee will be required to sign an agreement with their Line Manager (see next page) which confirms the number of additional annual leave days to be taken, the date when the additional leave will be taken, and the period over which the 'advance on salary' will be repaid. This repayment can be up to six months starting from the month after which the first day of additional purchased leave is taken.

Additional annual leave should normally be taken in a single block (although this may be negotiable) with the additional leave dates confirmed with the Line Manager at the time the agreement is signed.

Should the employee's employment with the Trust terminate for whatever reason prior to the completion of any additional leave repayment, any outstanding balance will be deducted from the employee's final salary.

Importantly no request for additional leave will be authorised where such leave would create a cost burden to the Trust i.e. having to backfill etc.

Towards the end of the annual leave year there is an opportunity for employees to sell back to the trust, annual leave hours that have not been taken. The total number of hours allowed to be sold back is 75.

A copy of the signed agreement (see next page) must be sent to the payroll department (sft.payroll@nhs.net) and the Healthroster annual leave team (sft.healthrosterannualleave@nhs.net) to enable the deductions from salary to be administered and annual leave hours to be captured ensuring visibility on Healthroster / employee online.

A copy of the agreement should be placed in the employee's personal file

SALISBURY NHS FOUNDATION TRUST

Additional Annual Leave Scheme

AN AGREEMENT dated.....

BETWEEN

- 1 SALISBURY NHS FOUNDATION TRUST of Salisbury District Hospital, Salisbury, Wiltshire, SP2 8BJ ("the Trust"); and
- 2 (*Employees name*) of (*employees current address*) ("*the Employee*")

IT IS AGREED by the Trust and the Employee that: -

	Select Option
Purchasing Annual Leave	
Selling Annual Leave	

- 1 The Trust shall allow the Employee to take [*up to ten*] day(s) of additional annual leave on/between (*date(s)*). This annual leave will be in addition to any annual leave that the employee would be normally entitled to in the annual leave year in question calculated in accordance with the terms and conditions of employment that apply to their particular post (e.g. Agenda for Change, Medical Staff terms and conditions etc.). The Trust will pay the employee during the period of additional annual leave on the same basis as the employee is paid to take their normal contractual annual leave. This payment (the payment) will be in the form of an advance of future salary, and repayable by the Employee over an agreed period of time.
- 2 **IN CONSIDERATION** of the payment made by the Trust to the Employee in respect of the additional annual leave taken the Employee agrees with the Trust that the Employee:-
 - 2.1 authorises the Trust to make deductions from *his/her* salary or any other repayment due from the Trust to the Employee necessary to enable the Trust to recover a sum equivalent to the payment made by the Trust to the Employee in respect of additional annual leave taken. These deductions to be made in equal sums over a period of (*up to six*) months commencing with the salary due to be paid in respect of (*month/year*). (NB repayment should start in the month following that in which the first day of additional purchased leave is taken).
 - 2.2 (in the event that the Employee’s employment with the Trust terminates (for whatever reason) prior to the additional payment being repaid in full) will repay to the Trust any sum outstanding at the time of termination in respect of the payment, in the first instance in the form of a deduction by the Trust from any outstanding salary or other repayment due from the Trust to the Employee at the time of termination of employment, and should any sum due remain outstanding thereafter, in the form of a payment to be made by the Employee to the Trust on or within 30 days of the date of termination of the Employee’s employment.

AS WITNESS the hands of the parties or their duly authorised representatives: -

For the Trust

Employee

Date.....

Date.....