

## **16 Absence / Sickness Absence Policy**

### **16.1 About this Policy**

16.1.1 This Policy sets out our arrangements for sickness absence pay and for reporting and managing sickness absence or any other absence.

16.1.2 Abuse of this Policy, including failing to report absence or falsely claiming sickness absence pay will be treated as misconduct under our Disciplinary Procedure.

### **16.2 Reporting when you are sick**

16.2.1 If you cannot attend work because you are sick or injured, you should telephone your Manager before 6.00am on the first day of absence. Your Statement of Main Terms & Conditions of Employment contract of employment also refers to your contractual obligations in respect of reporting any sickness absence.

16.2.2 Any unauthorised absence must be properly explained in the first subsequent contact and, if the absence continues, you must keep us fully informed.

16.2.3 This Policy applies to both short and long-term situations and you will be expected to contact the Company on a daily basis during the first week and weekly thereafter, unless certification from your GP dictates otherwise. The Company reserve the right to contact you regarding your absence at any time during this period.

### **16.3 Evidence of Incapacity**

16.3.1 You must complete a self-certification form for sickness absence of up to seven calendar days.

16.3.2 For sickness absence of more than seven calendar days you must obtain a certificate from your doctor stating that you are not fit for work, giving the reason. You must also complete a self-certification form to cover the first seven days. If sickness absence continues beyond the expiry of a certificate, a further certificate must be provided.

16.3.3 If your doctor provides a certificate stating that you "may be fit for work" you must inform your Line Manager immediately. We will hold a discussion with you about how to facilitate your return to work, taking account of your doctor's advice. If appropriate measures cannot be taken, you will remain on sickness absence, and we will set a date for review.

### **16.4 Statutory Sick Pay**

16.4.1 You may be entitled to Statutory Sick Pay (SSP) if you satisfy the relevant statutory requirements. Qualifying days for SSP are Monday to Friday, or as set out in your Statement of Main Terms & Conditions of Employment. The rate of SSP is set by the Government in April each year. No SSP is payable for the first three consecutive days of sickness absence. It starts on the fourth day of sickness absence and may be payable for up to 28 weeks.

### **16.5 Return to Work Interviews**

16.5.1 After a period of sickness absence, for whatever reason or period, you must complete a self-certification sickness absence form. This can be collected from the Administration team.

16.5.2 After a period of sickness absence (or another absence for whatever reason that is not annual leave) your Line Manager may hold a return-to-work interview with you. The purposes may include:

- ensuring you are fit for work and agreeing any actions necessary to facilitate your return
- confirming you have submitted the necessary certificates
- updating you on anything that may have happened during your sickness absence
- raising any other concerns regarding your sickness absence record or your return to work

## **16.6 Managing Long-term or Persistent Absence**

16.6.1 The following paragraphs set out our procedure for dealing with long-term absence or where your level or frequency of short-term absences (by reason of sickness or otherwise) has given us cause for concern. The purpose of the procedure is to investigate and discuss the reasons for your absence(s), whether it is likely to continue or recur, and whether there are any measures that could improve your health and/or attendance. We may decide that medical evidence, or further medical evidence, is required before deciding on a course of action.

16.6.2 The Company operates an absence trigger system to help management identify when absence levels are of concern to the business and may require further investigation. The absence trigger system noted below will normally involve you being invited to attend a meeting to discuss your level of absence.

16.6.3 The follow instances may be deemed a trigger:

- If you have been absent for a period of two weeks or more with no indication of a return to work within the following two weeks
- You have had three absences (whether due to sickness or otherwise), which shall include any part, half or full-day of absence in a rolling twelve-month period
- Your level of absence has reached a level of 3% in any rolling 6-month period
- Any apparent pattern of absence that gives cause for concern

16.6.4 If you reach any of the above noted triggers, further investigations will be carried out by your Line Manager (or another senior member of the Company), and you will be invited to attend a hearing. We will notify you in writing of the time, date and place of any meeting, and why it is being held. We will normally give you a week's notice of the meeting.

16.6.5 Meetings will be conducted by your Line Manager and will normally be attended by another member of staff as a minute taker. You may bring a companion to any meeting or appeal meeting under this procedure. Your companion may only be either a trade union representative or a colleague.

16.6.6 If you cannot attend at the time specified you should let us know as soon as possible and we will try, within reason, to agree an alternative time.

**16.6.7** While the Company is committed to assisting employees who are sick, support cannot be provided for an indefinite period. If it appears that it may be a long time before you are able to work again or you are unlikely to be able to work again, the Company will discuss the matters with you fully and it is possible that your employment may be terminated for incapability.

## **16.7 Disabilities**

16.7.1 If you suffer from an illness which leaves you in a mental or physical condition which falls within the definition of a disability under UK legislation, please inform the Company immediately. The Company will seek to make reasonable adjustments to your job to enable you to carry on working.

16.7.2 If you have a disability, we will consider whether reasonable adjustments may need to be made to the sickness absence meetings procedure, to your role or working arrangements.

## **16.8 Medical examinations**

16.8.1 We may ask you to consent to a medical examination by a doctor or occupational health professional or other specialist nominated by us (at our expense).

16.8.2 You will be asked to agree that any medical report produced may be disclosed to us and that we may discuss the contents of the report with the specialist and with our advisers. All medical reports will be kept confidential [and held in accordance with our Data Protection Policy].

## **16.9 Initial Absence Meeting**

16.9.1 The purposes of a sickness absence meeting or general absence meetings will be to discuss the reasons for your absence, how long it is likely to continue, whether it is likely to recur, whether to obtain a medical report, and whether there are any measures that could improve your health and/or attendance.

16.9.2 In cases of long-term absence, we may seek to agree a return-to-work programme, possibly on a phased basis.

16.9.3 In cases of short-term, intermittent absence, we may set a target for improved attendance within a certain timescale.

## **16.10 If matters do not improve**

16.10.1 If, after a reasonable time, you have not been able to return to work or if your attendance has not improved within the agreed timescale, we will hold a further meeting or meetings. We will seek to establish whether the situation is likely to change and may consider redeployment opportunities at that stage. If it is considered unlikely that you will return to work or that your attendance will improve within a short time, we may give you a written warning that you are at risk of dismissal. We may also set a further date for review.

## **16.11 Final Sickness Absence Meeting**

16.11.1 Where you have been warned that you are at risk of dismissal, and the situation has not changed significantly, we will hold a meeting to consider the possible termination of your employment. Before we make a decision, we will consider any matters you wish to raise and whether there have been any changes since the last meeting.

## **16.12 Appeals**

- 16.12.1 You may appeal against the outcome of any stage of this procedure. If you wish to appeal you should set out your appeal in writing to a Managing Director, stating your grounds of appeal, within one week of the date on which the decision was sent or given to you.
- 16.12.2 If you are appealing against a decision to dismiss you, we will hold an appeal meeting, normally within two weeks of receiving the appeal. This will be dealt with impartially and, where possible, by a more senior manager who has not previously been involved in the case.
- 16.12.3 We will confirm our final decision in writing, usually within one week of the appeal hearing (though some decisions may take longer if further investigations are required and/or the matter is particularly difficult, sensitive and/or complicated). There is no further right of appeal.
- 16.12.4 The date that any dismissal takes effect will not be delayed pending the outcome of an appeal. However, if the appeal is successful, the decision to dismiss will be revoked with no loss of continuity or pay.