

Company Name

Sickness and Absence Policy

Last updated date:

1. INTRODUCTION

This policy is designed to assist the Company in effectively managing sickness-related and other staff absence. The Company recognises the importance of ensuring that employees are supported through any periods of absence and their subsequent return to work. Through an effective Sickness and Absence Policy, the Company will be better positioned to identify any potentially unsafe work practices, any issues affecting employee morale and any other underlying problems employees may be facing.

Any and all information provided by employees to the Company about their health (including, but not limited to forms and medical records) will be collected, held, and processed lawfully and in accordance with the Company's [Employee] Data Protection Policy. The Company recognises that such data is sensitive and will handle it accordingly and in accordance with employee's rights under the law.

SICKNESS ABSENCE

2. Notification of sickness

- 2.1 If an employee is unable to come to work for any reason, they must inform the Company by contacting **[insert job title]** at least **[insert amount of time]** before the time they would normally be due to start work on the first day of absence.
- 2.2 Employees should speak to their manager personally i.e. calls on the employee's behalf from a friend/partner/parent and texting or emailing the manager will only be acceptable in exceptional circumstances.
- 2.3 The employee should indicate the reason for their absence, it's likely duration and when the illness started.
- 2.4 In the event that the employee's absence continues for a number of days or weeks, they must maintain regular contact with the Company to keep the Company informed of the reasons for their ongoing absence and the date when they expect to be able to return to work. In such cases the employee should specify how the Company can contact them if necessary, ideally leaving a landline number on which they can be contacted.

3. Certification of sickness

- 3.1 All periods of absence through sickness must be certified by [the Company's sickness self-certification form] OR [the statutory Form SC2]. The completed form should indicate actual days of sickness, even if they include days when the employee would not normally have worked (e.g. weekends and public holidays).
- 3.2 For sickness absences of up to **[insert amount]** calendar days, the self-certification form should be completed by the employee upon their return to work and handed to **[insert name and job title]**.
- 3.3 For sickness absence of more than **[insert amount]** calendar days, the employee must also provide a medical certificate [the statutory Form Med 3] also referred to as a 'fit note'. This will provide us with more information about your condition, and let us know whether your GP or medical provider considers that you are not 'fit for work', or 'may be fit for work taking

account of the following advice'. Subsequent medical certificates must be produced as necessary to cover the total duration of the period of absence. As a minimum, employees should contact their manager on a weekly basis to provide an update on the injury or illness.

4. **Long-term and persistent absence**

4.1 The Company will treat as long-term absence any period of extensive absence due to serious or significant illness over a prolonged period. Persistent absence may consist of a series of unconnected short-term illnesses. Where the Company is of the opinion that a period of absence is long-term, it will inform the employee of such and:

4.1.1 require that the employee keep in regular contact with the Company, at such intervals as agreed between the Company and the employee; and

4.1.2 ensure that the employee is kept informed as to any possible threat to their employment.

4.2 The Company reserves the right to request a home visit where the illness is long-term. The purpose of the visit will be to discuss possibilities for a return to work and to discover whether the Company can assist in facilitating this.

4.3 The Company will treat as persistent absence a series of unconnected short-term illnesses.

4.4 It may be necessary in incidences of long-term or persistent absence to treat the matter as an issue of capability or conduct. In such circumstances the Company will:

4.4.1 investigate the absence through "Return to Work Interviews" and the obtaining of medical reports;

4.4.2 set time limits on the assessment of the employee and keep him or her informed of such;

4.4.3 consider adjustments to the job in order to facilitate a return to work or to allow the employee to do their job more easily, for example the implementation of flexible working arrangements;

4.4.4 consider whether the illness amounts to a disability. Where it is found to do so the employee shall fall under the scope of the Company's **[Equal Opportunities and Diversity Policy]** and the Company shall make such reasonable adjustments as are necessary; and

4.4.5 keep the employee informed in all the circumstance of any threat to their employment.

4.5 Where the Company requires medical reports relating to an absence it will either:

4.5.1 request that the employee undergo an independent medical examination with **[insert name of representative, ie company doctor/occupational health service]**; or

4.5.2 obtain a report from the employee's doctor and/or the Fit for Work assessment service, subject to employee consent.

In either case the employee may refuse to attend or refuse to consent to the release of a medical report, or request that corrections are made. Employees are reminded however that any decision regarding their future which could result in dismissal will be taken on the basis of the information available to the Company.

4.6 The Company will hold all medical reports and related information obtained under Clause 4.5 as private and confidential and all such information will be handled in accordance with the Company's [Employee] Data Protection Policy.

4.7 The Company stresses that dismissal will only ever be taken as a last resort. Where however the absence is found to be a matter of misconduct, the employee will be subject to the Company's **[insert name of relevant Company policy]**.

5. **Sickness which occurs whilst the employee is on holiday**

5.1 Where an employee is incapacitated through sickness or injury during any period of pre-booked holiday (whether in whole or in part), the Company will, subject to the correct notification and certification, allow the employee to transfer to sick leave and take replacement holiday at a later date. This policy is subject to the following conditions, which will be strictly applied:

5.1.1 The total period of incapacity must be fully certificated by a qualified medical practitioner [where it exceeds 7 days;]

5.1.2 The employee must contact **[insert name and job title] OR [the Company]** (in person and by telephone if possible) as soon as they know that there will be a period of incapacity during the holiday; and

5.1.3 The employee must confirm in writing to **[insert name and job title]** no later than **[insert period of time, eg 5 days/1 week]** after returning to work how much of the holiday period was affected by sickness or injury and the amount of leave that the employee wishes to take at another time.

5.2 Any requests for replacement holiday must be made in accordance with the Company's holiday policy and the employee should try to take the replacement holiday in the holiday year in which it was accrued. Where this is not possible, the Company will allow the employee to carry forward the leave into the next holiday year.

5.3 The Company may require the employee to take all or part of their replacement holiday on particular days to be specified by the Company.

6. **Return to Work Interviews**

The Company shall decide, after any absence due to sickness, whether the employee is required to attend a return to work interview with **[insert name and job title]** in order to:

6.1 ensure the employee's fitness to return to work;

6.2 agree any necessary actions required to facilitate the employee's return to work;

6.3 ensure the proper certificates (e.g. Fit Note or Fit for Work return-to-work plan) have been completed/obtained in respect of the entire period of absence; and

6.4 discuss any problems that may exist.

At the return to work interview, employees may be set reasonable targets and time limits for an improvement in attendance. A failure to improve may result in disciplinary action.

SICK PAY

7. **[Statutory Sick Pay (SSP)]**

7.1 In order to be eligible for SSP, employees must be ill for four days or longer (this can include weekends and bank holidays) and must have average weekly earnings equal to or more than the lower earnings limit. Please see relevant government websites such as HMRC and Gov.uk for details of the current lower earnings limit.

7.2 Employees must use the **[company's sickness self-certification form] OR [the statutory Form SC2]** to provide the Company with details of their illness.

- 7.3 The present weekly SSP rate can be found on relevant government websites such as HMRC and Gov.uk.
- 7.4 The Company will record all details of SSP payments made to employees **[using Statutory Form SSP2]** in conjunction with legal requirements.
- 7.5 Where the Company is not required to pay SSP or SSP comes to an end, the Company will provide the employee with Form SSP1 to support the employee's claim for Employment and Support Allowance.]
8. **[Company Sick Pay (CSP)]**

- 8.1 [CSP will be paid at the discretion of the Company. To qualify for CSP, the employee must have completed **[insert period of time]** continuous service with the Company and have complied with Clauses 2 and 3 above. Entitlement to CSP is determined according to the employee's length of continuous service, as follows:

[First 3 months]

[Statutory Sick Pay only]

[3 - 24 months]

1 week's full basic pay

[2 - 5 years]

[1 week's full basic and 2 weeks' half basic pay]

[5 years or more]

[2 weeks' full basic and 4 week's half basic pay]

OR

[Provided the employee complies with the CSP requirements they will be paid their normal basic salary for **[insert amount of days for which sick pay will be paid]** in total in any calendar year.]

- 8.2 Where the Company makes full payment in times of illness or injury, this includes any entitlement to statutory sick pay (SSP). Where the Company pays half pay, SSP will be added but the total of company pay and SSP will not exceed normal full basic pay.
- 8.3 The employee will forfeit entitlement to CSP if:
- 8.3.1 They fail to comply with notification and certification requirements;
- 8.3.2 They make or produce any misleading or untrue statement or document concerning their fitness to work;
- 8.3.3 Their incapacity has been caused by participation in dangerous sports or activities.]

OTHER ABSENCES

9. Jury Service

- 9.1 Any employee called for jury service should inform **[insert name and job title]** as soon as possible.

9.2 EITHER

[Employees called for jury service will not be paid by the Company for the period of their absence. Employees should instead claim all available allowances from the Court.]

OR

[Employees will receive full pay for the full period of jury service, less any allowances available from the Court.]

10. **Public** **Duties**

- 10.1 The Company is legally obliged to permit any employee time off to complete their public duties including, but not limited to, magistrate or school governor duties. The employee should inform [*insert name and job title*] of their duties, meetings or rotas as soon as possible in order to allow the Company time to plan for their absence.

10.2 **EITHER**

[Employees carrying out public duties will not receive pay for time off taken to complete their duties.]

OR

[The Company will pay employees carrying out public duties their normal basic wage in respect of time off for such duties, in recognition of their contribution to the local community and the benefits that the Company derives from their added skills development.]

11. **Emergency, Maternity, Paternity, Parental and Adoption Leave**

- 11.1 Emergency leave (time off for dependants), maternity, paternity, parental and adoption leave are all dealt with in their respective policy documents, available from [*insert name and job title*].
- 11.2 If employees are uncertain about any other type of absence they must ask for advice from [*insert name and job title*]. Other types of absence may be covered by separate company policies and procedures and/or by statutory rights. Unauthorised absence is likely to be treated as a disciplinary offence.

12. **Trade Union**

The Company is legally obliged to allow employees time off to carry out their trade union duties. Any time taken off will be paid unless the carrying out of such duties occurs outside working hours.

13. **Monitoring**

- 13.1 The Company will monitor and record levels of absence and reasons for absence in order to help identify abuse of this policy, which places additional stress on colleagues. Further the Company will be better positioned to identify unsatisfactory work practices and to distinguish between different types of absence.
- 13.2 The Company will obtain consent from each employee, either in their Terms and Conditions of employment, or on a separate consent form to comply with the relevant Data Protection legislation and the Company's [Employee] Data Protection Policy.
- 13.3 All information gathered through absence monitoring under this Policy will be held and treated in confidence and will be collected, held, and processed lawfully and in accordance with the Company's [Employee] Data Protection Policy.

This policy has been approved and authorised by:

Name:

Position:

Date:

Signature:

This document is for general information purposes only. While we endeavour to keep the information up to date and correct, we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, or suitability with respect to the content of this document.

In no event will we be liable for any loss or damage including without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising from the use of the documents.