

Note to users: There are sections of this policy which require you to provide contact information and put in your own yard requirements –[see sections 2 notification of absence, 3 evidence of incapacity, 4 keeping in touch, 9 injury at work, 10, pay during a phased return, 11 absence reviews and 14 useful links and documents].

Company Name:

Absence Management Policy

## 1. Policy Statement

We are committed to improving the health, wellbeing and attendance of our employees and this policy sets out what we expect from managers and employees when handling absence.

If you are too unwell to carry out your duties for us you should stay away from work. We do, though, ask you to take responsibility for achieving and maintaining good attendance.

This policy has been introduced to

- Explain how you should report absences due to sickness or injury
- How you will be paid
- Our approach to short-term and long-term sickness absence
- Administrative issues relating to absence including keeping in touch, evidence of sickness absence and holiday entitlement
- When we might seek a medical opinion in relation to your health
- What is regarded as unauthorised absence and how such absences will be managed
- Sets out other reasons why you may need to take time off work and our approach to them

This policy and the procedures in it do not give contractual rights to you and we reserve the right to make amendments to it from time to time.

This policy applies to all employees.

We respect the confidentiality of all information relating to an employee's sickness and this policy will be implemented in line with the Employee Privacy Notice issued to you and the Access to Medical Records Act 1988. A further copy of the Employee Privacy Notice is available on request.

## 2. Notification of Absence

If you are unwell and unable to attend work you must notify us by ringing [..... ] or [..... ]. Texting, emailing or reporting through social media is not acceptable.

Where due to sickness or injury you are personally unable to ring in, then you should arrange for a relative or friend to ring in.

You should ring in as soon as possible and no later than [.....].

You should:

- Give a clear indication of the nature of the illness or injury
- A likely return date
- And whether you are intending to seek medical advice.

We appreciate you might not know this straight away – we just ask that you keep us informed as your absence develops. The more information you provide to us, the easier it will be for us to manage and support your absence.

If you do not contact us by the required time, we will attempt to contact you at your home number or address.

If you do not feel able to discuss your medical problems with [.....] or [.....], we will be sensitive to individual concerns and make alternative arrangements where appropriate, for example you may prefer to discuss health problems with a person of the same sex.

### **3. Evidence of incapacity**

For any absence of up to seven days you must self-certify using the company's self-certification form which is available from [.....]. A form will be sent to you upon request.

For any absence of over seven days, we will require you to obtain a fit note from your doctor or other healthcare professional covering the remainder of your absence. This must be provided to [.....] and we ask that these are forwarded to us promptly.

We reserve the right to require you to provide a medical certificate, at your own cost, to cover an absence lasting less than eight days. You will be told in writing if this applies to you and company sick pay will not be payable without one. A medical certificate is always required if you intend to postpone a period of holiday due to sickness.

### **4. Keeping in touch**

There is a shared responsibility for you and us to maintain contact at agreed intervals and we expect you to maintain regular contact with us during any period of sickness absence. This will generally be by telephone or email with [put in name of person at yard they should keep in touch with].

We will maintain regular contact with you to discuss your wellbeing, the expected length of your absence and we may, depending on your role, need to discuss work which requires input from you. Such contact is intended to provide reassurance and will be kept to a reasonable minimum.

This will usually be via telephone calls or emails from [ ] but we may modify our contact arrangements if necessary to take account of the reason for the absence. We may also arrange to meet you periodically either at work or home

## **5. Sick Pay**

Your sick pay entitlement is set out in your contract of employment.

Any company sick pay is inclusive of SSP or any state incapacity or industrial benefits you are entitled to.

Your eligibility for company sick pay will be lost:

- if you fail to follow the rules set out above on notifying us of your absence
- if you fail to co-operate with us throughout your absence
- if you fail to co-operate with us in providing further medical information
- and for any day not covered by a certificate

## **6. Sickness absence and holidays**

When you are off sick you continue to accrue holiday.

You can contact us to request holiday whilst you are off sick and, in such cases, you will be paid holiday pay rather than sick pay for the days which you request to be treated as holiday. Any such request must be in writing/by email. We reserve the right to refuse any such holiday request..

When you take a period of paid holiday at a time when you are absent on sick leave, SSP is still payable if the usual qualifying conditions apply. This means your holiday pay is inclusive of any SSP due to you. Your period of holiday and your period of SSP will run concurrently. You will not be entitled to company sick pay and holiday pay for the same period of time.

If your sickness absence spans two holiday years, then you may be able to carry forward up to a maximum of 20 days holiday to the next year, subject to certain restrictions. Where applicable, please refer to the holiday policy.

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 until a later date provided. You must report your absence as set out above and 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. These requirements apply even if you are abroad although in such instance, we may agree with you a different reporting structure.

Days converted from a period of holiday to sickness absence count in the normal way for any absence review.

## **Company notification of holiday during sickness absence**

If you have exhausted your entitlement to company sick pay and it is clear to us that you are unlikely to return to work before the end of the company's holiday year, we may nominate days of your sickness absence as a period of your outstanding holiday entitlement.

If we choose to do this, we will give you advance written notice of at least twice the number of days of holiday we are nominating (so two weeks' notice for one week's holiday). If you do not wish to take the period of holiday at the nominated time, you should let us know within 7 days of receiving our letter to confirm that it is your wish.

## **7. Working whilst signed off**

If you are absent on sick leave, you are not expected to do anything that is inconsistent with being unfit for your duties or which would delay your return to work. This includes working for another employer without our prior permission and taking part in inappropriate activities likely to aggravate your condition. If it is found that you have done something inconsistent with your absence on sick leave, this may result in the suspension of sick pay (other than statutory sick pay) and/or disciplinary action.

## **8. Further medical information**

We may at any time ask you to attend a health professional including an occupational health practitioner or we may ask your permission to seek a medical report from your own doctor or other medical professional. This is to enable us to get a clear picture of the way your condition is affecting your ability to work, whether there is anything the company can do to help you return to work and to ensure that we are meeting our health and safety obligations. The medical report may also be taken into account when making decisions about your future employment.

We will ask for your consent for us to have access to medical reports and to discuss the contents with the relevant medical practitioner. You will be provided with information at the time. You do not have to consent but if you don't, we will have to make decisions based on existing medical and other information.

## **9. Injury at work**

All accidents and injury which occur whilst at the company premises or on authorised company business must be reported as soon as possible to [.....]. Full details must be given as to how the injury happened together with its nature and extent.

Failure to report that an accident or injury at work has occurred may affect any RIABS claim or sick pay (other than SSP).

## **10. Phased return or amended duties**

### **May be fit for some work**

If your medical professional advises on the Fit Note that you may be fit for some work, we will discuss with you ways of helping get you back to work such as a phased return to work or amended duties.

If it is not possible to provide the support you need to return to work – for example by making the necessary workplace adjustments – or you feel unable to return then the Fit Note will be used in the same way as if the medical professional had advised that you were not fit for work.

## **Pay during a phased return**

If your fit note provides that a temporary adjustment including a phased return may enable you to return to work and we can accommodate the suggestion, then:

- ***you will not suffer any financial penalty by returning to work under temporary adjustments, which means in practice you will be paid a normal day's pay for any day that you work, even if it is not a normal full working day or your normal duties, or***
- ***you will be paid your normal pay for any hours worked even if you are not carrying out your normal duties or are working them at a different time\****

***\*employer to delete as appropriate.***

If you are eligible for company sick pay and have not yet exhausted your entitlement you will be paid company sick pay for the days or part days you are not working and for which company sick pay would have been payable if you had not returned under a phased return.

If you are off because of an accident at work you should advise RIABS that you are returning on a phased return and of your earnings so that RIABS benefit can be adjusted accordingly.

If by returning to work on temporary adjustments you lose your entitlement to SSP, the company may in its absolute discretion pay a sum equivalent to it assuming that all the normal qualifying conditions are met.

## **11. Absence reviews**

11a. We recognise that there may be times when you are too unwell to work and need time off to recover but there are unfortunately limits to the amount of absence that the business and your colleagues can sustain.

We will always take time to discuss your absence with you at a return-to-work meeting. This may involve us asking for your consent to obtain information from a medical professional.

We will monitor absence and where there is a cause for concern or an unacceptable absence pattern, we will hold a formal attendance review meeting to bring about an improvement.

*[There is an absence trigger scale called the "Bradford Factor" used by many large organisations to determine how absences are triggered for disciplinary purposes. That is quite complex and a more suitable approach for smaller employers if they wish to put in more detail about how they will deal with absences, which could be that "occasions of absence in a rolling 12 month period, regardless of duration, will count as an absence and a first verbal warning may be issued after [three] occasions of absence, with the warning remaining live for six months and if a further two occasions of absence occur whilst the warning remains live, then you move to a writing warning, and a further period of absence whilst an earlier warning remains live may result in a final warning and a further absence where an earlier warning remains live result in dismissal] [You must on each occasion (other than for the verbal warning) follow the process below for a formal warning. Additionally, you must discount*

*any absence which arises because of or in connection with a disability, so a long-term illness or a condition which is a deemed disability such a cancer, multiple sclerosis or HIV].*

Before any formal action is taken, we will send you a letter setting out your attendance record and informing you of the possible outcomes of the meeting and the letter will also tell you that you have the right to be accompanied at the meeting by a co-worker or trade union official. At the meeting we will discuss your attendance record and the impact it is having on the business and you will be given the opportunity to explain the reason for the absence. You will be given the right to appeal against any decision.

If you have a long-lasting illness this will normally be managed in the way set out below at 11b. However, we may at our entire discretion deal with any kind of absence under either 11a or 11b or both where appropriate.

## **Management of Long-Term Conditions or Injuries**

11b. This paragraph normally applies where you have an underlying medical condition or an absence which has been continuing for a period of time.

We are committed to helping employees return to work from long term sickness absence. As part of our absence review meetings procedure, we will, where appropriate and possible, support a return to work by:

- obtaining medical advice
- making reasonable adjustments to the workplace, working practices and working hours
- considering re-deployment and/or
- agreeing a return-to-work programme with everyone affected.

Where it is appropriate, we aim to help employees overcome the problems they have which are stopping them from working normally. In practice this means we will

- Keep your absence under review
- Maintain contact with you as and when appropriate, which may include periodic case meetings, either at work or home, to help you keep us informed of progress. We can also let you know what has been happening in your absence.
- Ask your permission to obtain medical reports which may also involve you attending one or more medical examinations with a doctor or other health professional appointed by us.
- Where appropriate identify and consider with you measures which might help you return to work earlier than might otherwise be possible including, where applicable, taking into account any comments made by your medical professional on your fit note.
- Keep any measures we have put in place under review

Research shows that the longer an employee is off sick, the less likely they are to return to work. The steps set out above are designed to help us prevent that happening and so are in everyone's interest. Therefore, we expect you to co-operate fully with us in managing this kind of absence. If, in our view, you do not co-operate fully then it may affect your continued employment and may affect your entitlement to sick pay.

If your absence continues and we believe that you are unlikely to return to work for some time, then we may proceed to hold a formal absence review meeting with you and may consider termination of

your employment. You are entitled to have a union representative or work colleague attend this with you and you would be formally invited to this meeting in writing.

At this meeting we will normally cover the following:

- A review of meetings that have taken place and matters discussed with you
- Whether there have been any changes since the last meeting regarding either your possible return to work or alternative jobs
- Whether there are any reasonable adjustments which could be made to allow you to return to work
- The impact your absence is having on the business
- Any further matters you wish to raise
- Whether there is a reasonable likelihood of you returning to work in a reasonable time
- The possible termination of your employment

Termination will normally be with full notice or payment in lieu of notice.

## **12. Return to Work Discussions**

Unless it has been agreed with you otherwise, we will discuss with you upon your return to work:

- the reason for and cause of your absence
- if there is anything the company can do to help
- that you are well enough to work

If you do have any underlying problems or reasons that are causing you to take time off, this is a good opportunity to discuss them as we may be able to help you.

If you are returning from a period of long-term sickness then we will, where appropriate and possible, seek medical advice to support your return subject to your agreement and you providing written consent, make reasonable adjustments if there are any we can make to the workplace and/or your duties, consider redeployment and/or a phased return to work.

If there are exceptional circumstances and you do not wish to discuss the reason for your absence with the person nominated to do so, then please advise us and we will arrange for you to discuss with another senior person within the company

## **13. Reminder of time off for family emergencies**

You have the legal right to take a reasonable amount of unpaid time off work to deal with an unexpected or sudden family emergencies and to make necessary longer-term arrangements. This right applies in the following circumstances:

- If a dependant falls ill or has been involved in an accident or assaulted
- If the dependant is having a baby
- To make longer term care arrangements for a dependant who is ill or injured
- To deal with the death of a dependant, for example to make funeral arrangements or to attend a funeral

- To deal with an unexpected disruption or breakdown in care arrangements for a dependant, for example, when a childminder or nurse fails to turn up
- To deal with an incident involving your child during school hours

A dependant means your spouse or civil partner, child or parent, or someone who lives with you as part of your family or anyone else who reasonably relies on you to provide assistance, make arrangements or take action of the kind referred to above. In case of illness, injury or where care arrangements break down a dependant may also be someone who reasonably relies on you for assistance.

If you do need to take time off for a family emergency, you must notify the company as soon as possible that you need time off, the reason for the absence and when you expect to return. You may be required to provide evidence of the reason for your absence.

No-one who takes time off in accordance with this paragraph will be subjected to any detriment.

The NTF/NARS have agreed that stable employees shall be granted paid absence for up to five days in the event of the death of a spouse, civil partner, child, brother, sister or parent or other relation for whom they provide care at the discretion of the employer. In the event that the five days is insufficient or that a serious family event has occurred which has not resulted in bereavement, we may at our discretion negotiate a period of unpaid leave to enable that outstanding personal matter to be dealt with. Employees are also entitled to statutory Parental Bereavement Leave where the employee has suffered the death of a child or lost a baby to a stillbirth after 24 weeks.

## **14. Useful links and documents**

The following internal policies contain additional information and guidance: [delete as appropriate]

- Disciplinary Policy
- Flexible Working Policy
- Equal Opportunity Policy
- Data Protection Policy
- Maternity and Family Friendly Policy

If you have any questions upon this policy, please speak to [employer/manager]