

# Policy and Procedure

## Sickness and Absence Policy

You are required to be available to attend work during your normal working hours. You must make every effort to attend work.

However, if for whatever reason you are unable to get to work or are delayed, you must inform your Manager by telephone as soon as possible, giving the reason for your absence or delay.

Failure to notify your Manager of your absence and the reason for it will be considered unauthorised absence and could result in you not being paid your salary or sick pay.

### Notifications of Absence

The provisions for notification of absence are as follows:-

- (a) in the event of you being absent from work, you must inform your Manager by 10.00 a.m. on the morning of your first absence, unless you have a proper and fully valid reason for not doing so. In the case of personal sickness, failure to do so may result in the non-payment of any sick pay to which you are entitled. If you are unable to contact your Manager, you must contact [•] or [•]. It is not sufficient to contact any other member of staff. Unless you have a full Doctor's certificate already produced to the Company, the notification must be made for every day that you are absent.
- (b) on return to work following an absence of between one and seven days (including weekends and public holidays) a Company Self Certificate form must be completed and payment will only be made if the form is endorsed by your Manager or [•].
- (c) if absence lasts more than seven days (including weekends and public holidays) a Company Self Certificate form must be completed, and in addition, for sickness absences a Doctor's certificate must be obtained and sent to your Manager. Further certificates should be sent as each one expires until your return to work.



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### Statutory Sickness Pay

All employees, subject to certain conditions, are entitled to receive Statutory Sickness Pay ("SSP") at a level fixed by the government under the provisions of current legislation. The Company has to ensure that it keeps its sickness records in accordance with government requirements and payment of SSP is dependent upon your compliance with rules concerning notification of absence and evidence of sickness. The Company has made its own rules about these matters, set out above, which are the same as the SSP rules.

Although the entitlement to receive SSP and the level of payment is laid down by statute, the Company is responsible for meeting the costs of the SSP it pays to its employees. A brief explanation of the SSP Scheme follows:-

- (a) SSP is payable in respect of absence from work due to sickness on qualifying days. Your qualifying days are the days on which you normally work. No SSP is payable for the first three qualifying days of a period of sickness absence unless the first day of this sickness can be linked to a previous period of sickness. The first 3 days are known as 'waiting days'.
- (b) Two periods of sickness can be linked if separated by 56 calendar days or less. In those circumstances if you had completed 3 waiting days in the first period of sickness these will count as waiting days for the second period of sickness.
- (c) SSP is payable at one rate for all qualifying days during the period of sickness absence up to a maximum payment equal to 28 times the appropriate weekly rate. Where periods of sickness absence are linked together, maximum entitlement is calculated cumulatively.
- (d) SSP is payable in the same way and at the same time as wages and subject to the usual deductions. Contractual payments made to you under a Company sick pay scheme (if any) or in satisfaction of any other contractual entitlement will go towards discharging the Company's liability to make payment under the SSP Scheme and vice versa.



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### Contractual Sickness Pay Scheme

Provided that you comply with all the Company's requirements particularly in respect of notification of absence and evidence of sickness, the Company will in certain circumstances pay contractual sickness pay under the terms of your contract of employment. The Company's contractual sickness payment entitlement is as follows:

The Company stresses that any contractual sickness pay paid to you by the Company under the terms of your contract of employment will include your SSP entitlement from the government.

For the purposes of contractual sickness pay, your basic salary is your basic weekly salary subject to all normal deductions. It excludes overtime and bonus payments.

The Company reserves the right to withhold contractual sickness pay if employees fail to adhere to the notification and other requirements. Failure to adhere to those requirements may also disqualify you from SSP.

The Company also reserves the right to withhold payment of any contractual sickness pay if the Company considers you are abusing this Scheme. You should note that the Company reserves the right to terminate your employment at any time during your absence from work even if, at the time of giving notice to you, you remain entitled to contractual sickness pay under this Scheme.

SSP will be paid by the Company for up to 28 weeks in accordance with current legislation. On the expiry date of 28 weeks incapacity benefit may be paid if claimed direct from the DWP and, in those circumstances, an amount equal to any employee's standard state sickness benefit will be deducted from any sickness payment made by the Company when sickness benefit is payable by the DWP.

### Medical Reports

At the Company's discretion, following consideration of attendance record or work performance, the advice of the Company's doctor may be sought. In such a case, you will be required to give permission for the Company's doctor to liaise with your own doctor prior to a medical examination and for the Company's doctor to disclose to the Company the results of the examination and discuss with it any matter arising from the examination as might impair you in properly discharging your duties. It is stressed that in such circumstances any report will be treated in strict confidence.

You will not be permitted to return to work until your doctor has accepted that you are fit to return to work. Further, please note that when you inform the Company you are fit to return to work the Company reserves the right to require you to attend a medical examination by a company doctor prior to you being permitted to re-start work.



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### Accident

In the event that you are the innocent victim in an accident and it is possible to claim loss of earnings against a third party then you are expected to make such a claim and in those circumstances all salary which you have received during your absence as a result of this accident shall be treated as a loan from the Company repayable in the event of a successful claim against that third party.

You shall give to the Company all particulars of the claim that the Company may reasonably require. You shall, if required to do so, by the Company, refund to the Company that part of any damages recovered relating to loss of earnings for the period of your sickness absence provided that the amount to be refunded to the Company shall not exceed the total of the contractual sickness pay which you have received from the Company for the period of your sickness absence for which you have received payment from that third party whether by way of damages, settlement or otherwise.

Absences resulting from accidents at work or elsewhere are treated as sickness absence and this Scheme will apply to such absences.

### Long term or Persistent Absences

Where applicable the Company will discuss with you the implications of any repeated or prolonged absence taking into account all the circumstances of the case.

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