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| Parish Name/Logo | Sickness Absence Policy |

Document Overview

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| **Purpose** | The purpose of this policy is to ensure that absence is managed in a consistent, supportive and effective way so that operational and service levels are maintained. This policy applies to all staff with a contract of employment. |
| **Confidentiality** | This document is not confidential. |
| **Document owner** | PERSON IN CHARGE |
| **Status note** | Draft/Final |
| **Distribution** | All Parish staff |
| **Required action** |  |
| **Proposed next step** |  |

Version History

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| **Version** | **Date** | **Status Note** |
| 1 | 01.03.2023 | HR Template |
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Sickness Absence Policy

1. Introduction
   1. The PARISH is committed to the health, safety and wellbeing of all staff and aims to encourage all its employees to maximise their attendance at work whilst recognising that, from time to time, employees may be unable to come to work due to ill health.
   2. The PARISH is committed to promoting the health, safety and wellbeing of its staff by:

* Providing appropriate support to facilitate staff retention and return to work after illness, for example through a phased return, counselling, occupational health, flexible working, reasonable adjustments and in some cases redeployment;
* Tackling issues which may result in absence due to work related stress or dignity at work issues;
* Encouraging regular attendance, monitoring and managing absence and the cost of sickness absence.
  1. The sickness absence policy aims to ensure that absence is managed in a consistent, supportive and effective way so that operational and service levels are maintained. This policy applies to all staff with a contract of employment.
  2. A sick employee is one who is not working as a result of either self-certification or GP-certificated sickness. A sick employee is someone who cannot carry out the duties of their work as a result of illness.
  3. Time off for sickness should only be taken when you are sick and if there are other concerns you have that will prevent you from coming to work, such as a sick child, or domestic problem then please talk to your line manager about this and we will consider how best to deal with this (e.g. using annual leave, TOIL, time off for dependants or compassionate leave.)
  4. If you are not feeling well but it is agreed with your line manager that you are fit to work a normal day from home (where this is practicable in light of your duties), this will not count as sickness absence.
  5. Working from home must be by agreement with your line manager. Your health must be at the forefront of any decision made. Your line manager may decide in some cases that if you are too ill to attend the place of work then you are too ill to work at all and therefore should take the time off to ensure you recover quickly.

1. About This Policy
   1. This policy sets out our arrangements for sick pay and for reporting and managing sickness absence.
   2. Abuse of this policy, including failing to report absence or falsely claiming sick pay will be treated as misconduct under our Disciplinary Procedure.
   3. This policy does not form part of any employee's contract of employment and we may amend it at any time.
2. Reporting When You Are Sick
   1. You must ensure your line manager is notified by telephone of the reason for your absence by 9.30 am of the normal starting time on the first day of that absence and should provide an estimate of when you will return to work and keep in daily contact if the duration of your absence is uncertain and/or if your estimated return date changes. Please note that text messages, emails or contact via other forms of social media are not acceptable methods of contacting your Line Manager in this regard.
   2. If your line manager is unavailable then you should notify the PERSON IN CHARGE to ensure this is recorded, who will then ensure your line manager is aware of your absence.
   3. If you attend work and then subsequently have to leave due to sickness absence during the course of the day you must notify your line manager of this fact before you go home. It is important that you speak directly to your line manager as they will need to check with you whether there is any work which needs to be covered in your absence. If it is not possible for you to speak with them directly, they may need to make further contact with you to establish this.

These occurrences will be recorded as follows:

* If you have worked 50% or less of your expected contracted hours for that day, the absence will be recorded as a half day’s sickness absence;
* If you have worked more than 50% of your expected contracted hours for that day, the absence will not be recorded as sickness absence.
  1. Line managers will inform HR of the absence so that it can be recorded.

1. Evidence of Incapacity
   1. Sickness Notification Procedure:

If the period of absence is for 7 continuous days or less due to sickness or injury, you must complete and return a self-certification form (Appendix 2a) which will be posted to you or will need to be completed on your return. For the avoidance of doubt, if a period of sickness is to be recorded and accepted as sick leave then it is imperative that this procedure is followed on each occasion of sickness.

* 1. Failure to notify your line manager on the first day of absence and to satisfactorily complete a Self-Certification Form could result in:

1. disciplinary action; and
2. payment from the Sick Pay Scheme and the Statutory Sick Pay Scheme, being withheld.
   1. In the event that the absence exceeds 7 continuous days, you must submit a Statement of Fitness for Work (Also known as a FIT note) from your GP as soon as possible. Thereafter, further Statements must be submitted covering all the absence until you resume work.
   2. Should you fail to complete the Company’s Self-Certification Form, provide false information, or fail to supply Statements of Fitness for Work for any absence exceeding 7 continuous days, then you may be subject to action under the Disciplinary Procedure.
   3. If the reason for your absence is of a highly confidential nature and you do not wish to state this in writing to your line manager, you may request to speak to any other senior staff member.
   4. The Company reserves the right to obtain a medical report from your GP, in order to ensure that you are fit to continue to undertake your job, subject to the Access to Medical Reports Act 1988, or to require you to undergo a medical examination by an independent Medical Examiner. The Company will pay for any medical examination or report. If you do not undergo a medical examination when required to do so and/or agree to authorise disclosure of the above matters to the Company, it is likely that the Company will need to assess the position in light of the other evidence available to the Company (if any). This may have adverse consequences for your continuing employment.
3. Sick Pay Scheme
   1. The Company operates the Statutory Sick Pay Scheme, for which the qualifying days will be in accordance with your normal contractual working days. Subject to qualifying service the Company also operates a discretionary Sick Pay Scheme for employees, details of which are as follows:
   2. Up to 6 months continuous service –

SSP only

and company sick pay at the rate of SSP for days not eligible for SSP.

(If an employee goes off sick part way through the day, they will be paid their hourly rate for the full hours they have worked).

* 1. After 6 months continuous service but less than 2 years continuous service –

2 months at full pay

2 months at half pay

* 1. After 2 years continuous service –

3 months at full pay

3 months at half pay

* 1. The amounts of full pay or half pay indicated above as discretionary sick pay are inclusive of any SSP entitlement and not in addition to it.
  2. The above are the limits of sick pay in any continuous period of 12 months and cases extending beyond this will be reviewed and handled with discretion. All cases will be decided on their individual merit.
  3. In calculating the total number of days absent for broken periods of absence over the previous 12 months; for a full time employee 22 days equals 1 month for sickness pay periods; part time employees will receive a figure on a pro rata basis that will still be equivalent to a month for their working pattern.

1. Repeat Absence
   1. High levels of absenteeism or repeated spells of sickness/absence cause considerable disruption. They also place an undue burden upon other employees. Therefore, whenever absence levels reach any of the following levels, there will be a management investigation into the absences:
2. Any unauthorised absence
3. Eight continuous working days of absence
4. Four individual periods of sick leave in a 12 month rolling period.
5. Return-to-Work Interviews
   1. In any of the above cases, your manager will hold a return-to-work interview with you (Appendix 2c). The purposes may include:
6. ensuring you are fit for work and agreeing any actions necessary to facilitate your return;
7. confirming you have submitted the necessary certificates;
8. updating you on anything that may have happened during your absence;
9. raising any other concerns regarding your absence record or your return to work.
10. Managing Long-Term or Persistent Absence
    1. The following paragraphs set out our procedure for dealing with long-term absence or where your level or frequency of short-term absence has given us cause for concern. The purpose of the procedure is to investigate and discuss the reasons for your absence, 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.
    2. We will notify you in writing of the time, date and place of any meeting, and why it is being held. We will usually give you a week's notice of the meeting.
    3. Meetings will be conducted by your line manager.
    4. You may bring a companion to any meeting or appeal meeting under this procedure. Your companion may be either a trade union representative or a colleague, who will be allowed reasonable paid time off from duties to act as your companion.
    5. 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.
    6. If you have a disability, we will consider whether reasonable adjustments may need to be made to the sickness absence meetings procedure, or to your role or working arrangements.
11. Medical Examinations
    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).
    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 (Appendix 13).
12. Initial Sickness Absence Meeting
    1. The purposes of a sickness absence meeting or 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 (or further report), and whether there are any measures or adjustments that could improve your health and/or attendance.
    2. In cases of long-term absence, we may seek to agree a return-to-work programme, possibly on a phased basis.
    3. In cases of short-term, intermittent absence, we may issue you with an Absence improvement plan (Appendix 2b), in conjunction with the Capability Procedure (Appendix 7) which identifies targets for improvement in relation to your absence, and the consequences of not improving (which may be a written warning).
13. If Matters Do Not Improve
    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, whether we need to obtain medical evidence (or further medical evidence) 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 reasonable period of time, we may give you a final written warning and inform you that you are at risk of dismissal if your attendance does not improve. We may also set a further date for review.
14. Final Sickness Absence Meeting
    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.
15. Appeals
    1. You may appeal against the outcome of any stage of this procedure. Any appeal should be put in writing, stating your grounds of appeal, within five working days of the date on which the decision was sent or given to you, and submitted to the appropriate line manager. Appeals should normally be submitted to a level of Management senior to that which carried out the original disciplinary/dismissal decision.
    2. In the absence of an appropriate Officer to whom an appeal can be submitted, then the appeal should be lodged in writing to the NOMINATED PERSON within 5 working days of the date on which the decision was sent or given to you.
    3. 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.
    4. We will confirm our final decision in writing, usually within one week of the appeal hearing. There is no further right of appeal.
    5. 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.
16. Substantial or Long-Term Illness
    1. Definition of disability under the Equality Act 2010

“You’re disabled under the Equality Act 2010 if you have a physical or mental impairment that has a ‘substantial’ and ‘long-term’ negative effect on your ability to do normal daily activities.”

* 1. What ‘substantial’ and ‘long-term’ mean
* ‘substantial’ is more than minor or trivial, e.g. it takes much longer than it usually would to complete a daily task like getting dressed
* ‘long-term’ means 12 months or more, e.g. a breathing condition that develops as a result of a lung infection
  1. Progressive conditions

A progressive condition is one that gets worse over time. People with progressive conditions can be classed as disabled.

However, you automatically meet the disability definition under the Equality Act 2010 from the day you’re diagnosed with HIV infection, Cancer or Multiple sclerosis.

* 1. Reasonable Adjustments

The PARISH will make reasonable adjustments to make sure disabled workers (including contract workers, trainees, apprentices and business partners) aren’t seriously disadvantaged when doing their jobs.