**Template Sickness Absence Policy**

*This template policy is for guidance only. It is intended to assist you in drawing up your disciplinary and capability policy. It will, however, be your responsibility to seek specific advice on your particular circumstances and to ensure the accuracy of the final content. In particular, you should review the alternative options presented in section 5 of this template and consider if any of these options are suitable for your practice. This clause can be removed or amended in accordance with your preferences and business needs. The AOP accepts no responsibility for your use of this template policy but encourages you to contact us for any further guidance as required.*

*Sections which are marked \*or are in square brackets are alternative options for you to consider. Choose/delete clauses or wording as appropriate. If no alternative is given, consider deleting if not applicable but check before doing so in case the clause is legally required. Please also remember to check your renumbering of any subsequent clauses as necessary.*

## SICKNESS ABSENCE POLICY

1. **ABOUT THIS POLICY**
   1. This policy sets out our arrangements for sick pay and for reporting and managing sickness absence. Employees must ensure that any time off required (other than in the case of sickness) is authorised in advance with an Absence Form being properly completed by the employee and authorised by management.
   2. Employee attendance at work will be monitored. Please refer to Paragraph 7 for detail as to why employee attendance is monitored and the procedure for investigating and discussing any long-term or persistent absence.
   3. Abuse of sickness absence, including failing to report absence or falsely claiming sick pay will be treated as misconduct under our Disciplinary Procedure.
   4. 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. If you cannot attend work because you are sick or injured you should telephone your manager as early as possible and no later than 30 minutes after the time when you are normally expected to start work.
   2. It is essential that employees keep the Company updated on the circumstances of the absence and of its estimated duration.
3. **EVIDENCE OF INCAPACITY**
   1. You must complete a self-certification form for sickness absence of up to seven calendar days.
   2. For absence of more than a week 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, an Absence Form, to cover the first seven days. If absence continues beyond the expiry of a certificate, a further certificate must be provided.
   3. If your doctor provides a certificate stating that you “may be fit for work” you must inform management 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 sick leave and we will set a date for review.
4. **STATUTORY SICK PAY**
   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 employment contract. The rate of SSP is set by the government in April each year. No SSP is payable for the first three consecutive days of absence. It starts on the fourth day of absence and may be payable for up to 28 weeks.
5. **[COMPANY SICK PAY**
   1. **Any entitlement to Company Sick Pay is detailed in the employee’s written Statement of Particulars of Employment.**

## OR

**After [NUMBER] weeks’ continuous service OR successfully completing your probationary period] you will qualify for Company sick pay provided you comply with this policy and any further requirements set out in your contract. Company sick pay is inclusive of any SSP. [No Company sick pay will be paid for the first three consecutive days of absence.]**

* 1. **Company sick pay is equal to your full basic salary for up to [NUMBER] weeks’ absence. [When this entitlement is exhausted, you will not qualify for Company sick pay until you have returned to work and worked a total of [NUMBER] weeks.]]**

## OR

## Company Sick Pay is paid on the following basis:

|  |  |
| --- | --- |
| **Less than two years’ service:** | **[Three] weeks’ full pay [and [three] weeks’ half pay] in any rolling [12]-month period.** |
| **Two to four years’ service:** | **[Six] weeks’ full pay [and [six] weeks’ half pay] in any rolling [12]-month period.** |
| **Five years’ service or more:** | **[Twelve] weeks’ full pay in any rolling 12-month period.** |

* 1. **company sick pay is paid at our discretion and we may amend or withdraw the scheme at any time**]

1. **RETURN-TO-WORK INTERVIEWS**
   1. After a period of sick leave management may hold a return-to-work interview with you. The purposes may include:
2. ensuring you are fit for work and agreeing any actions necessary to facilitate your return;
3. confirming you have submitted the necessary certificates;
4. updating you on anything that may have happened during your absence;
5. raising any other concerns regarding your absence record or your return to work.
6. **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 an appropriate manager with a note taker.
   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 [or your companion] 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.
7. **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 give consent to the disclosure of any report to us and 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.
8. **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, and whether there are any measures 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 set a target for improved attendance within a certain timescale.
9. **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, 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.
10. **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.
11. **APPEALS**
    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 [**POSITION**], stating your grounds of appeal, within one week of the date on which the decision was sent or given to you
    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.
    3. We will confirm our final decision in writing, usually within one week of the appeal hearing. There is no further right of appeal.
    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.