



Magisters
Education

Sickness Absence Procedure

Company Policy No: 19

Company: Nutrix Personnel t/a Magisters Education Ltd

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Sickness Absence Procedure

1. About this policy

- 1.1 This Sickness Absence Policy sets out our procedures for reporting sickness absence and for the management of sickness absence in a fair and consistent way.
- 1.2 Sickness absence can vary from short intermittent periods of ill-health to a continuous period of long-term absence and have a number of different causes (for example, injuries, recurring conditions, or a serious illness requiring lengthy treatment).
- 1.3 We wish to ensure that the reasons for sickness absence are understood in each case and investigated where necessary. In addition, where needed and reasonably practicable, measures will be taken to assist those who have been absent by reason of sickness to return to work.
- 1.4 This policy applies to all employees. It does not apply to agency workers, consultants or self-employed contractors. This policy does not form part of any employee's contract of employment and we may amend it at any time.

2. Disabilities

- 2.1 We are aware that sickness absence may result from a disability. At each stage of the sickness absence meetings procedure (below) particular consideration will be given to whether there are reasonable adjustments that could be made to the requirements of a job or other aspects of working arrangements that will provide support at work and/or assist a return to work.
- 2.2 If you consider that you are affected by a disability or any medical condition which affects your ability to undertake your work, you should inform your line manager.

3. Sickness absence reporting procedure

- 3.1 You must report to us as soon as possible if you come into contact with anyone suffering an infection or contagious disease or contract such a disease yourself.
- 3.2 If you cannot attend work because you are ill or injured you must telephone Human Resources as soon as is reasonably possible during the first day of absence from work and also on every seventh day thereafter, whilst such incapacity continues, unless otherwise requested by the Company.
- 3.3 You may be asked to provide the following details:
 - (a) The nature of your illness or injury.
 - (b) The expected length of your absence from work.
 - (c) Contact details.
 - (d) Any outstanding or urgent work that requires attention.]

3.4 Managers should ensure that:

- (a) Any sickness absence that is notified to them is recorded and reported to Human Resources.
- (b) Arrangements are made, where necessary, to cover work and to inform colleagues and clients (while maintaining confidentiality).

3.5 You should expect to be contacted during your absence by your line manager and/or Human Resources who will want to enquire after your health and be advised, if possible, as to your expected return date.

4. Evidence of incapacity

4.1 For sickness absence of seven calendar days you must complete a self-certification form.

4.2 For absence of more than a week you must obtain a certificate from your doctor (a "Statement of Fitness for Work") stating that you are not fit for work and the reason(s) why. This should be forwarded to your line manager and Human Resources as soon as possible. If your absence continues, further medical certificates must be provided to cover the whole period of absence.

4.3 If your doctor provides a certificate stating that you "may be fit for work" you should inform your line manager and Human Resources immediately. We will discuss with you any additional measures that may be needed to facilitate your return to work, taking account of your doctor's advice. This may take place at a return-to-work interview (see below). If appropriate measures cannot be taken, you will remain on sick leave and we will set a date to review the situation.

4.4 Where we are concerned about the reason for absence, or frequent short-term absence, we may require a medical certificate for each absence, regardless of duration.

5. Unauthorised absence

5.1 Cases of unauthorised absence will be dealt with under our Disciplinary Procedure.

5.2 Absence that has not been notified according to the sickness absence reporting procedure may be treated as unauthorised absence.

5.3 If you do not report for work and have not telephoned to explain the reason for your absence, we will try to contact you, by telephone and in writing if necessary. This should not be treated as a substitute for reporting sickness absence.

6. Sick pay

6.1 You may be entitled to Statutory Sick Pay (SSP) if you satisfy the relevant statutory requirements. Qualifying days for SSP are as set out in your employment contract. The rate of SSP is set by the government in April each year. . SSP will be paid from the first day of absence and may be payable for up to 28 weeks. If you are not eligible for SSP or if your SSP entitlement is coming to an end we will give you a form SSP1 telling you the reasons.

- 6.2 After 3 months of continuous employment, the Company may pay you up to a maximum of 3 paid sick days during our 12 month holiday year, which runs from the 1st January to 31st December at the company's discretion and subject to compliance with this policy. Any additional payment of salary (in addition to Statutory Sick Pay) shall be at the absolute discretion of your director.
- 6.3 If a period of sickness absence is or appears to be occasioned by actionable negligence, nuisance or breach of any statutory duty on the part of a third party, in respect of which damages are or may be recoverable, you must immediately notify Human Resources of that fact and of any claim, compromise, settlement or judgment made or awarded in connection with it and all relevant particulars that we may reasonably require. If we require you to do so, you must co-operate in any related legal proceedings and refund to us that part of any damages or compensation you recover that relates to lost earnings for the period of sickness absence as we may reasonably determine, less any costs you incurred in connection with the recovery of such damages or compensation, provided that the amount to be refunded to us shall not exceed the total amount we paid to you in respect of the period of sickness absence.
- 6.4 Any employer and employee pension contributions will continue subject to the relevant scheme rules during any period of company sick pay or SSP.

7. Medical examinations

- 7.1 We may, at any time in operating this policy, require you to consent to a medical examination by a doctor nominated by us (at our expense).
- 7.2 You will be asked to agree that any report produced in connection with any such examination may be disclosed to us and that we may discuss the contents of the report with our advisers and the relevant doctor.

8. Return-to-work interviews

- 8.1 If you have been absent on sick leave we may arrange for you to have a return-to-work interview with your line manager or Human Resources.
- 8.2 A return-to-work interview enables us to confirm the details of your absence. It also gives you the opportunity to raise any concerns or questions you may have, and to bring any relevant matters to our attention.
- 8.3 Where your doctor has provided a certificate stating that you "may be fit for work" we will usually hold a return-to-work interview to discuss any additional measures that may be needed to facilitate your return to work, taking account of your doctor's advice.

9. Returning to work from long-term sickness absence

- 9.1 We are committed to helping employees return to work from long-term sickness absence. We will, where appropriate and possible, support returns to work by:
- (a) obtaining medical advice;

- (b) making reasonable adjustments to the workplace, working practices and working hours;
- (c) considering redeployment; and/or
- (d) agreeing a return-to-work programme with everyone affected.

9.2 If you are unable to return to work in the longer term, we will consider whether you are entitled to any benefits under your contract and/or any insurance schemes we operate.

10. Sickness absence meetings

10.1 We may apply this sickness absence meetings procedure whenever we consider it necessary, including, for example, if you:

- (a) have been absent due to illness on a number of occasions;
- (b) have discussed matters at a return-to-work interview that require investigation; and/or
- (c) have been absent long-term due to sickness.

10.2 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.

10.3 In cases of long-term absence, we may seek to agree a return-to-work programme, possibly on a phased basis.

10.4 In cases of short-term, intermittent absence, we may set a target for improved attendance within a certain timescale.

10.5 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.

10.6 Meetings will be conducted by your line manager and will normally be attended by a member of the Human Resources department.

10.7 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. 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.

10.8 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.

10.9 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.

- 10.10 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.
- 10.11 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, stating your grounds of appeal, within 5 days of the date on which the decision was sent or given to you.
- 10.12 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.
- 10.13 We will confirm our final decision in writing, usually within one week of the appeal hearing. There is no further right of appeal.
- 10.14 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.