



**The Robert Carre Trust**

## **Sickness Absence Policy**

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## **1. Introduction**

- 1.1 This policy sets out our procedures for reporting sickness absence and for the management of sickness absence in a fair and consistent way.
- 1.2 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 does not form part of any employee's contract of employment. The procedures will be consistently applied although the policy itself may be amended from time to time, following consultation with the unions
- 1.5 As part of the application of this policy, the Robert Carre Trust will collect, process and store personal data and special categories of data in accordance with our data protection policy. We will comply with the requirements of the Data Protection Legislation (being (i) unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998) in relation to how we collect, hold and share special category personal data. Records will be kept in accordance with our Workforce Privacy Notice, our Records Management Policy and in line with the requirements of Data Protection Legislation

## **2. Scope and purpose**

- 2.1 This policy has been agreed in consultation with the recognised trade unions and covers all employees at all levels and grades regardless of status, except those employees who are in their probationary period.
- 2.2 The purpose of the policy is to ensure that staff understand the expectations of the Trust in terms of attendance at work. In applying this policy we aim to ensure that attendance is managed appropriately and consistently and that employees receive relevant support. The Trust will treat all employees consistently and with care and compassion.

## **3. Definitions**

- 3.1 Short-term sickness absence - any absence that lasts between half and 20 days (four weeks).
- 3.2 Long term sickness absence – any absence that lasts for a continuous period of longer than four weeks.

## **4. Disabilities**

- 4.1 We are aware that sickness absence may result from a disability. At each stage of the sickness absence meetings procedure (set out in paragraph 15 of this policy), 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.

- 4.2 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.

## **5. Sickness absence reporting procedure**

- 5.1 All employees are required to follow the reporting procedure set out below.
- 5.2 If you are taken ill or injured while at work you should report this to your line manager or senior member of staff. If appropriate, managers should make arrangements for anyone who is unwell to be accompanied either to their home **or** to receive medical treatment, where necessary. The Trust will comply with its obligation under RIDDOR for injuries sustained at work.
- 5.3 If you cannot attend work because you are ill or injured you should normally telephone your line manager **and the Cover Manager** as early as possible, and no later than 8am on the first day of absence. The following details should be provided:
- (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, including information in relation to student work that needs covering.
- 5.4 Managers should ensure that:
- (a) Any sickness absence that is notified to them is recorded and reported to the HR Administrator.
  - (b) Arrangements are made, where necessary, to cover work and to inform colleagues (whilst maintaining confidentiality).
- 5.5 You should expect to be contacted during your absence by your line manager who will want to enquire after your health and be advised, if possible, as to your expected return date (see paragraph 9.1).
- 5.6 If you are ill or injured during a period of pre-arranged annual leave you may elect to treat the days of incapacity as sickness absence instead of annual leave. You must inform your line manager of your incapacity and its likely duration as soon as possible even if you are abroad. The usual requirements for self-certification and medical certificates in this policy will apply.

## **6. Evidence of incapacity**

- 6.1 For sickness absence of up to seven days, including non-working days, you must complete a self-certification form which is available from the HR Administrator.
- 6.2 From the eighth day of absence (including non-working days) 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 the HR Administrator as soon as possible. If your absence continues, further medical certificates must be provided to cover the whole period of absence.
- 6.3 If your doctor provides a certificate stating that you 'may be fit for work' you should inform the HR Administrator 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 paragraph 11.1). If appropriate measures cannot be taken, you will remain on sick leave and we will set a date to review the situation.
- 6.4 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. In such circumstances, we will cover any costs incurred in obtaining such medical certificates, for absences of a week or less, on production of a doctor's invoice.

- 6.5 Where an employee is absent immediately prior to a school closure period, they will continue to be deemed as being absent for the purposes of recording sickness and statutory and/or contractual sick pay during the closure period, unless they provide a fit note indicating they are fit to return to work, or notify the HR Administrator by telephone or email that they are fit to return to work. The cost of the fit note will be covered by the Trust, if applicable.

## **7. Unauthorised absence**

- 7.1 Cases of unauthorised absence will be dealt with under our Disciplinary Procedure.
- 7.2 Absence that has not been notified according to the sickness absence reporting procedure will be treated as unauthorised absence unless there are exceptional circumstances.
- 7.3 If you do not report for work and have not telephoned your line manager or the Cover Manager to explain the reason for your absence, your employer will try to contact you, by telephone and in writing if necessary. This should not be treated as a substitute for reporting sickness absence.

## **8. Sick pay**

- 8.1 You should refer to your contract for details of the sick pay to which you are entitled.
- 8.2 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 the Director of Finance, Administration and Resources of that fact and of any claim, compromise, settlement or judgement 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 cooperate 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.
- 8.3 Failure to properly report your absence or to provide medical or self-certification could lead to your pay being suspended.

## **9. Keeping in contact during sickness absence**

- 9.1 If you are absent on sick leave you should expect to be contacted from time to time by your employer in order to discuss your wellbeing, expected length of continued absence from work and any of your work that requires attention. Such contact is intended to provide reassurance and will be kept to a reasonable minimum.
- 9.2 If you have any concerns while absent on sick leave, whether about the reason for your absence or your ability to return to work, you should feel free to contact your line manager and/or the HR Administrator at any time.

## **10. Medical examinations**

- 10.1 We may, at any time in operating this policy, ask you to consent to a medical examination by our Occupational Health Practitioner **or** a doctor nominated by us.
- 10.2 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.
- 10.3 Failure to agree to a reasonable request may be considered under the Disciplinary Policy.
- 10.4 In the event of a difference of opinion between an employee's GP and the school's occupational health advisors regarding an employee's fitness for work, functional capacity or the existence of an underlying medical condition contributing towards persistent absences, the OH advisor's advice will normally take precedence.

## **11. Return-to-work interviews**

- 11.1 If you have been absent on sick leave we will arrange for you to have a return-to-work interview with your line manager.
- 11.2 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.
- 11.3 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.

## **12. Returning to work from long-term sickness absence**

- 12.1 We are committed to helping employees return to work from long-term sickness absence. As part of our sickness absence meetings procedure 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.
- 12.2 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.
- 12.3 Where a phased return to work is recommended by the Occupational Health Advisor and Doctor, and agreed by both the school and the employee, the employee will be paid for the hours that they work, and will receive sick pay for the remainder of their working week, depending on their length of service. If they are on reduced sick pay they will continue to be paid this for the days they are off work and normal pay for the hours that they work. Once the entitlement to sick pay has been exhausted, the employee will be paid for the hours that they work only.

## **13. Sickness absence meetings procedure**

- 13.1 We may apply this procedure whenever we consider it necessary, including, for example, if you:

- (a) Have been absent due to illness on a number of occasions in line with the following review points for action;
  - 3 or more episodes of sickness absence in every rolling 12 month period and/or;
  - 10 days of sickness absence in every 12 month period and/or;
  - where the number of absences in a short period warrants immediate action eg. 3 episodes or 9 days in 6 months

These review points should be pro-rata for part time employees;

- (b) Have discussed matters at a return to work interview that require investigation; and/or
- (c) Have been absent for more than 4 weeks.

The policy may still be applied where the employee persistently falls just below the reviewpoints and where the absence is perceived to be a problem.

- 13.2 Unless it is impractical to do so, we will give you five working days' notice of the date, time and place of a sickness absence meeting. We will put any concerns about your sickness absence and the basis for those concerns in writing or otherwise advise why the meeting is being called. A reasonable opportunity for you to consider this information before a meeting will be provided.
- 13.3 The meeting will be conducted by your line manager or the Executive Headteacher/Head of School. You may bring a companion with you to the meeting (see paragraph 14).
- 13.4 You must take all reasonable steps to attend a meeting. Failure to do so without good reason may be treated as misconduct. If you are unable to attend at the time specified you should immediately inform your line manager or the Executive Headteacher/Head of School who will seek to agree an alternative time.
- 13.5 A meeting may be adjourned if your line manager or the Executive Headteacher/Head of School is awaiting receipt of information, needs to gather any further information or give consideration to matters discussed at a previous meeting. You will be given a reasonable opportunity to consider any new information obtained before the meeting is reconvened.
- 13.6 Confirmation of any decision made at a meeting, the reasons for it, and of the right of appeal will be given to you in writing within five days of a sickness absence meeting (unless this time scale is not practicable, in which case it will be provided as soon as is practicable).
- 13.7 Formal warnings issued for short term sickness will remain live for a period of 12 months from the date of issue, during which time further absences beyond the review period would be dealt with at the next stage of the procedure.
- 13.8 If, at any time, your line manager or the Executive Headteacher/Head of School considers that you have taken or are taking sickness absence when you are not unwell, they may refer matters to be dealt with under our Disciplinary Procedure.

#### **14. Right to be accompanied at meetings**

- 14.1 You may bring a companion to any meeting or appeal meeting under this procedure.
- 14.2 Your companion may be either a trade union representative or a work colleague. You should provide their details to the HR Administrator or the Executive Headteacher/Head of School conducting the meeting, in good time before it takes place.
- 14.3 Employees are allowed reasonable time off from duties without loss of pay to act as a companion. However, they are not obliged to act as a companion and may decline a request if they so wish.
- 14.4 Some companions are not allowed. This is anyone who may have a conflict of interest, or whose presence may prejudice a meeting. Companions should not normally work at another site, unless no-one reasonably suitable is available at the site at which you work. The companion should not be a relative or qualified legal adviser.
- 14.5 A companion may make representations, ask questions, and sum up your position, but will not be allowed to answer questions on your behalf. You may confer privately with your companion at any time during a meeting.

#### **15. Stage 1: first sickness absence meeting**

- 15.1 This will follow the procedure set out in paragraphs 13 and 14 on the arrangements for and right to be accompanied at sickness absence meetings.
- 15.2 The purposes of a first sickness absence meeting may include:
  - (a) Discussing the reasons for absence.
  - (b) Where you are on long-term sickness absence, determining how long the absence is likely to last.
  - (c) Where you have been absent on a number of occasions, determining the likelihood of further absences.
  - (d) Considering whether medical advice is required or, if already obtained, what that advice is. This could include a referral to occupational health.
  - (e) Considering what, if any, measures might improve your health and/or attendance.
  - (f) Determining a way forward, action that will be taken and a time-scale for review and/or a further meeting under the sickness absence procedure. This will include:
    - (i) Further monitoring of sickness absence for a specified period.
    - (ii) If there is not a significant sustained improvement during the review period in their attendance progression would be made to Stage 2 of the sickness absence procedure. This may be at a later stage during the monitoring period, which may be up to one year in duration from the date of the Stage 1 meeting.
  - (g) Issuing a written warning that your employment may be at risk if your attendance does not improve or you return to work (this could be a final written warning, in which case the next stage would be at Stage 3 - see section 17 below).

#### **16. Stage 2: further sickness absence meeting(s)**

- 16.1 Depending on the matters discussed at the first stage of the sickness absence procedure, a further meeting or meetings may be necessary. Arrangements

for meetings under the second stage of the sickness absence procedure will follow the procedure set out in paragraphs 13 and 14 on the arrangements for and right to be accompanied at sickness absence meetings.

16.2 The purposes of further meeting(s) may include:

- (a) Discussing the reasons for and impact of your ongoing absence(s).
- (b) Where you are on long-term sickness absence, discussing how long your absence is likely to last.
- (c) Where you have been absent on a number of occasions, discussing the likelihood of further absences.
- (d) If it has not been obtained, considering whether medical advice is required. If it has been obtained, considering the advice that has been given and whether further advice is required.
- (e) Considering your ability to return to/remain in your job in view both of your capabilities and the needs of the school and Trust, and any adjustments that can reasonably be made to your job to enable you to do so.
- (f) Considering possible redeployment opportunities and whether any adjustments can reasonably be made to assist in redeploying you.
- (g) Where you are able to return from long-term sick leave, whether to your job or a redeployed job, agreeing a return to work programme.
- (h) If it is considered that you are unlikely to be able to return to work from long-term absence, whether there are any benefits for which you should be considered, for example early access to pensions as determined by the relevant pension scheme.
- (i) Determining a way forward, action that will be taken and a time-scale for review and/or a further meeting(s). This may, depending on steps we have already taken, include warning you that you are at risk of dismissal which would be on capability grounds due to ill health.
- (j) Issuing a final written warning that your employment may be at risk if your attendance does not improve or you do not return to work.

## **17. Stage 3: final sickness absence meeting**

17.1 Where you have been warned that you are at risk of dismissal and the improvement has not been made, we may invite you to a meeting under the third stage of the sickness absence procedure. Arrangements for this meeting will follow the procedure set out in paragraphs 13 and 14 on the arrangements for and right to be accompanied at sickness absence meetings. This meeting will be with the Executive Headteacher.

17.2 The purposes of the meeting will be:

- (a) To review the meetings that have taken place, the matters discussed and warnings issued.
- (b) Where you remain on long-term sickness absence, to consider whether there have been any changes since the last meeting under Stage 2 of the procedure, either as regards your possible return to work or opportunities for return or redeployment.
- (c) To consider any further matters that you wish to raise.
- (d) To consider whether there is a reasonable likelihood of you returning to work or achieving the desired level of attendance in a reasonable time.
- (e) To consider the possible termination of your employment and any early access to pensions as determined by the relevant pensions scheme.

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

## **18. Appeals**

18.1 You may appeal against the outcome of any stage of this procedure and you may bring a companion to an appeal meeting (see paragraph 14).

18.2 An appeal should be made in writing, stating the full grounds of appeal, to the Executive Headteacher within five days of the date on which the decision was sent to you.

18.3 Unless it is not practicable, you will be given five days' written notice of an appeal meeting. In cases of dismissal the appeal will be held as soon as possible. Any new matters raised in an appeal may delay an appeal meeting if further investigation is required.

18.4 You will be provided with written details of any new information which comes to light before an appeal meeting. You will also be given a reasonable opportunity to consider this information before the meeting.

18.5 Where practicable, an appeal meeting will be conducted by a manager who is senior to the individual who conducted the sickness absence meeting.

18.6 Depending on the grounds of appeal, an appeal meeting may be a complete rehearing of the matter or a review of the original decision.

18.7 Following an appeal the original decision may be confirmed, revoked or replaced with a different decision. The final decision will be confirmed in writing, if possible within five days of the appeal meeting. There will be no further right of appeal.

18.8 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.

## **19. Review of policy**

19.1 This policy is reviewed annually by the Trust. Any changes are subject to consultation with our HR advisors, Browne Jacobson, and the relevant unions. We will monitor the application and outcomes of this policy to ensure it is working effectively.

**Ratified at the meeting of the Board on 28 February 2019**

**Next Review Date: March 2020 (annually)**