

Build-a-Future

Main Road, West Ashby, Horncastle, Lincolnshire, LN9 5PT 01507 524015

Absence, Sickness Statutory Sick Pay Policy



Notification of Incapacity for Work:

You must notify Build-a-Future by telephone on the first day of incapacity and at the earliest possible opportunity. You should try to give some indication of your expected return date and notify Build-a-Future as soon as possible if this date changes.

If your incapacity extends to more than seven days, you are required to notify us of your continued incapacity once a week thereafter.

Evidence of Incapacity:

Doctors' certificates are not issued for short-term incapacity. In these cases of incapacity (up to seven calendar days) you must sign a self-certification absence form on your return to work.

If your absence has been (or you know it will be) for longer than seven days (whether or not they are working days) you should see your doctor and make sure that you are given a doctors 'fit note' and forward this to Build-a-Future without delay. The fit note will say the employee is either 'not fit for work' or 'may be fit for work'

Subsequently you must supply Build-a-Future with consecutive fit notes to cover the whole of your absence.

Payments:

You are entitled to statutory sick pay (SSP) during absence as a result of sickness or injury, provided you meet the criteria laid down in government SSP regulations. When you are absent for four or more consecutive days you will be paid SSP by Build-a-Future if you are eligible. This is treated like wages being subject to income tax deductions and National Insurance contributions.

Qualifying days are the only days for which you are entitled to SSP. These days will be notified to you. The first three qualifying days of absence are waiting days for which SSP is not payable. Where a second or subsequent period of incapacity (of four days or more) occurs within fifty-six days of a previous period of incapacity, waiting days are not served again. Build-a-Future will at its absolute discretion pay full salary for periods of sickness of up to three days.

Return to Work

You should notify Build-a-Future as soon as you know on which day you will be returning to work, if this differs from a date of return previously notified.

If you have been suffering from an infectious or contagious disease or illness such as rubella or hepatitis you must not report for work without clearance from your doctor.

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On return to work after any period of sickness / injury absence (including absence covered by a fit note) you are also required to complete a self-certification absence form and hand this to Build-a-Future.

Build-a-Future will make changes to employees working conditions (if appropriate due to the nature of the job) if they become disabled because of their sickness. These changes are known as 'reasonable adjustments' and could include working shorter hours or adapting equipment employees use at work.

General

Submission of a fit note, although giving Build-a-Future the reason for your absence, is not always regarded as sufficient justification for accepting your absence. Sickness is just one of a number of reasons for absence and although it is understandable that if you are sick you may need time off, continual or repeated absence through sickness may not be acceptable to Build-a-Future.

In deciding whether your absence is acceptable or not Build-a-Future will take into account the reasons and extent of all your absences, including any absences caused by sickness. Build-a-Future cannot operate with an excessive level of absence as all absence, whatever reason, reduces Build-a-Future's efficiency.

Build-a-Future will take a serious view if you take sickness / injury leave which is not genuine.

Abuse of, or non-compliance with, these rules and procedures is a serious disciplinary offence which may result in formal disciplinary action and can, in appropriate cases, lead to dismissal (whether with or without notice or payment in lieu and irrespective of the fact that no warnings have been given).

In particular, we regard unauthorised absence (including conduct incompatible with the alleged sickness, injury or other incapacity) from work as gross misconduct.

If Build-a-Future considers it necessary, it may ask your permission to contact your doctor or for you to be independently medically examined. Refusal or failure to undergo a medical examination or to produce fit notes will normally also constitute serious disciplinary offences. Build-a-Future reserves the right to contact you at home during the period of sickness absence. Our representative may call to see you at home at a time which is reasonably convenient to you.

Without prejudice to Build-a-Future's other rights in these circumstances, in the event of unauthorised absence from work (including conduct incompatible with the alleged sickness, injury or other incapacity and non-compliance with, or abuse, of these rules and procedures) Build-a-Future reserves the right to withhold SSP and any payments, salary and/or any sum otherwise payable under this contract. Further, Build-a-Future may recover from an Employee (by deductions from salary or other sums payable to the Employee, or otherwise on terms acceptable to us), any sum paid to an Employee in respect of such unauthorised absence from work.

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It is necessary for the efficient operation of the business that all Employees attend for work regularly. If an Employee is unable to achieve this for reasons of poor health, Build-a-Future may not be able to continue their employment. An Employee's situation is regularly reviewed during any absence from work due to sickness, injury or other incapacity and Build-a-Future reserves the right to terminate an Employee's employment in such circumstances regardless of whether they remain entitled to SSP. Build-a-Future's rights in this respect may arise through a single period of absence or as a result of multiple periods of absence irrespective of the length of each individual absence.

If absence from work is because of injury sustained wholly or in part as a result of the actionable negligence, nuisance or breach of statutory duty of any third party, any sum Build-a-Future pays to an Employee (whether described as sick pay or SSP or otherwise) in respect of a period of absence shall be treated as a loan to be repaid to Build-a-Future as a first charge on any sums recovered from such third party as compensation or damages for the injury suffered by the Employee. You undertake to inform Build-a-Future immediately you discover you have a claim against such a third party and then to keep Build-a-Future informed of progress of any legal proceedings.

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