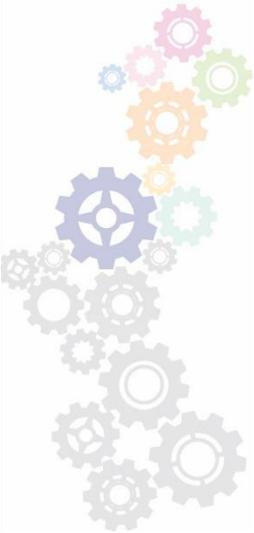




Cheshire Academies Trust
Collaboration and Creativity



SICKNESS ABSENCE POLICY

Next review date: Autumn 2021

1. **Introduction**

- (a) This policy sets out our procedures for reporting sickness absence and for the management of sickness absence in a fair and consistent way.
- (b) 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).
- (c) 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.
- (d) This policy does not form part of any employee's contract of employment and it may be amended at any time. We may also vary the procedures set out in this policy, including any time limits, as appropriate in any case.

2. **Scope and purpose**

- (a) This policy has been agreed in consultation with staff and covers all employees at all levels and grades regardless of status, except those employees who are in their probationary period.
- (b) The purpose of the policy is to ensure that staff understand the expectations of Cheshire Academies 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.

3. **Definitions**

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

4. **Disabilities**

- (a) 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.
- (b) 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 Principal/Manager.

5. **Sickness absence reporting procedure**

- (a) All employees are required to follow the reporting procedure set out below.
- (b) If you are taken ill or injured while at work you should report this to your line manager. They will make arrangements for anyone who is unwell to be accompanied home AND/OR to receive medical treatment if necessary.
- (c) If you cannot attend work because you are ill or injured, you should normally telephone the Principal (CEO for Principals and central Trust staff) as early as possible and no later than 7.30 am. The following details should be provided:
 - (i) The nature of your illness or injury
 - (ii) The expected length of your absence from work
 - (iii) Contact details
 - (iv) Any outstanding or urgent work that requires attention

- (d) Contacting by text message or email is not acceptable. You are expected to make contact yourself if reasonably practical and not ask someone to do this on your behalf.
- (e) Managers should ensure that:
 - (i) Any sickness absence that is notified to them is recorded by the academy office (including the time they were notified of the absence)
 - (ii) Arrangements are made, where necessary, to cover work and to inform colleagues (while maintaining confidentiality).
- (f) You should expect to be contacted during your absence by the Principal or your line manager who will want to enquire after your health and be advised, if possible, as to your expected return date.
- (g) 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 Principal / CEO 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.
- (h) For short term absences that are not covered by a fit note, it is the employee's duty to notify the academy no later than 3.00pm daily as to whether or not they expect to return the next day. This will allow the academy to arrange appropriate cover.
- (i) For longer term absences that are covered by a fit note it is the employee's duty to ensure the academy receives any extensions to their fit note prior to the expiry of the previous one. If the academy does not have a current fit note and the employee is absent this will be treated as an unauthorised absence.

6. Evidence of incapacity

- (a) For sickness absence of up to seven calendar days you must complete a self-certification form which is available from the academy office.
- (b) 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 Principal/CEO as soon as possible. If your absence continues, further medical certificates must be provided to cover the whole period of absence.
- (c) If your doctor provides a certificate stating that you 'may be fit for work' you should inform your Principal/CEO 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.
- (d) 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.
- (e) Where an employee is absent immediately prior to an Academy 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. The cost of fit note will be covered by Cheshire Academies Trust if applicable.

7. Unauthorised absence

- (a) Cases of unauthorised absence will be dealt with under our Disciplinary Policy.
- (b) Absence that has not been notified according to the sickness absence reporting procedure will be treated as unauthorised absence and therefore be dealt under our Disciplinary Policy.

- (c) If you do not report for work and have not telephoned your Principal/CEO to explain the reason for your absence, Cheshire Academies Trust will try to contact you, by telephone and in writing if necessary. This should not be treated as a substitute for reporting sickness absence.
- (d) You are not entitled to be paid for unauthorised absence.

8. Sick pay

- (a) Sick pay for teachers is set out in the Burgundy Book, which is negotiated with teaching Unions and gives a sliding scale of entitlement based on years of service. The working year for sick pay for teacher runs from 1 April to 31 March. Briefly;
 - **During the first year of service:** Full pay for 25 working days and, after completing four calendar months' service, half pay for 25 working days.
 - **During the second year of service:** Full pay for 50 working days and half pay for 50 working days.
 - **During the third year of service:** Full pay for 75 working days and half pay for 75 working days.
 - **During the fourth and successive years:** Full pay for 100 working days and half pay for 100 working days.

It should be noted that the Burgundy Book scheme operates on the basis of working days. It is only those working days for which the teacher is absent which count against the above sliding scale entitlements. Holidays and weekends do not count against these entitlements.

For part-time teachers, this sliding scale of entitlements applies on a pro rata basis. So, for example, a teacher who works three days a week, and is in his/her fourth year of service, would be entitled to 60 working days on full pay and 60 working days on half pay.

Teachers should refer to the Burgundy Book for further details of their sick pay entitlement.

- (b) Sick pay entitlement for support staff is also based on a sliding scale based on years of service. A full time employee is entitled to one month's full pay and one month's half pay per (pro-rata for part-time employees), per year of service, up to a maximum of six years. The entitlement year for sick pay for support staff begins on the anniversary of their start date.
- (c) 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 your Principal/CEO 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 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.
- (d) Failure to properly report your absence or to provide medical or self certification could lead to your pay being suspended. Pay will also be suspended if you fail to comply with the requirements of any absence insurance scheme used by the Trust or one of its academies.

9. Keeping in contact during sickness absence

- (a) If you are absent on sick leave you should expect to be contacted from time to time by your Principal/CEO (or their delegated representative), 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.

- (b) Principals will be contacted by the CEO or their delegate during continued absence from work. The CEO will be contacted by the Chair of the Board.
- (c) 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 Principal/CEO at any time.

10. Medical examinations

- (a) We may, at any time in operating this policy, ask you to consent to a medical examination by an Occupational Health Department AND/OR a doctor nominated by us (at our expense).
- (b) 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.
- (c) Failure to agree to a reasonable request may be considered under the Disciplinary Policy and may result in the suspension of your pay.

11. Return-to-work interviews

- (a) If you have been absent on sick leave for more than five days we will arrange for you to have a return-to-work interview with your line manager. A return-to-work interview may be requested by your Principal/CEO for absences less than five days at their discretion.
- (b) 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.
- (c) 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

- (a) We are committed to helping employees return to work from long-term sickness absence. As part of our sickness absence meetings procedure (see paragraph 13.5), we will, where appropriate and possible, support returns to work by:
 - (i) Obtaining medical advice;
 - (ii) Making reasonable adjustments to the workplace, working practices and working hours;
 - (iii) Considering redeployment; and/or
 - (iv) Agreeing a return to work programme with everyone affected
- (b) 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.

13. Sickness absence meetings procedure

- (a) We may apply this procedure whenever we consider it necessary, including, for example, if you:
 - (i) Have been absent due to illness on a number of occasions;
 - (ii) Have discussed matters at a return to work interview that require investigation; and/or
 - (iii) Have been absent for more than 10 consecutive days or on three occasions (less than 10 days) in a three-month period (this does not take into account periods when the school is closed)
 - (iv) Or any other pattern of absence that causes concern
- (b) Unless it is impractical to do so, we will give you five working days' written 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.

- (c) The meeting will be conducted by your Principal/CEO (or their nominated delegate) and may be attended by a member of the HR provision for the Trust. You may bring a companion with you to the meeting (see paragraph 14).
- (d) You must take all reasonable steps to attend a meeting. Failure to do so without good reason may be treated as misconduct. If you or your companion are unable to attend at the time specified, you should immediately inform your Principal/CEO who will seek to agree an alternative time.
- (e) A meeting may be adjourned if your Principal/CEO 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.
- (f) 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).
- (g) If, at any time, your Principal/CEO 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

- (a) You may bring a companion to any meeting or appeal meeting under this procedure.
- (b) Your companion may be either a trade union representative or a work colleague. You should provide their details to your Principal/CEO conducting the meeting, in good time and not less than 24 hours, before it takes place.
- (c) 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.
- (d) Some companions may not be allowed: for example, anyone who may have a conflict of interest, or whose presence may prejudice a meeting. Companions should not normally work at another Trust site, unless no-one reasonably suitable is available at the site at which you work.
- (e) 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

- (a) 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.
- (b) The purposes of a first sickness absence meeting may include:
 - (i) Discussing the reasons for absence
 - (ii) Where you are on long-term sickness absence, determining how long the absence is likely to last.
 - (iii) Where you have been absent on a number of occasions, determining the likelihood of further absences.
 - (iv) Considering whether medical advice is required or, if already obtained, what that advice is.
 - (v) Considering what, if any, measures might improve your health and/or attendance.

- (vi) 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 (e.g. an expectation that there will be no absences within the next term with a review meeting planned for the end of the term)
- (vii) 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)

- (a) 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.
- (b) The purposes of further meeting(s) may include:
 - (i) Discussing the reasons for and impact of your ongoing absence(s)
 - (ii) Where you are on long-term sickness absence, discussing how long your absence is likely to last
 - (iii) Where you have been absent on a number of occasions, discussing the likelihood of further absences
 - (iv) 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
 - (v) Considering your ability to return to/remain in your job in view both of your capabilities and the needs of the Cheshire Academies Trust and any adjustments that can reasonably be made to your job to enable you to do so
 - (vi) Considering possible redeployment opportunities and whether any adjustments can reasonably be made to assist in redeploying you
 - (vii) 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
 - (viii) 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
 - (ix) 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
 - (x) 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

- (a) 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.
- (b) The purposes of the meeting will be:
 - (i) To review the meetings that have taken place, the matters discussed and warnings issued
 - (ii) Where you remain on long-term sickness absence, to consider whether there have been any changes since the last meeting under stage two of the procedure, either as regards your possible return to work or opportunities for return or redeployment
 - (iii) To consider any further matters that you wish to raise

- (iv) To consider whether there is a reasonable likelihood of you returning to work or achieving the desired level of attendance in a reasonable time.
- (v) To consider the possible termination of your employment
- (c) Termination will normally be with full notice or payment in lieu of notice.

18. Appeals

- (a) 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).
- (b) An appeal should be made in writing, stating the full grounds of appeal, to your Principal/CEO within five days of the date on which the decision was sent to you.
- (c) Unless it is not practicable, you will be given five working 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.
- (d) 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.
- (e) Where practicable, an appeal meeting will be conducted by an appeals committee consisting of members of the Local Governing Body or for central Trust staff the Trust Board.
- (f) Depending on the grounds of appeal, an appeal meeting may be a complete rehearing of the matter or a review of the original decision.
- (g) 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.
- (h) 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.