SICKNESS ABSENCE POLICY

1. The Dean and Chapter is concerned with the welfare of all employees and will do all that is reasonable to support individuals through periods of genuine sickness, including the provision of sick pay at its discretion where the circumstances merit it. Sick pay is designed to alleviate hardship and anxiety in cases where individuals are unable to carry out their duties because of an illness or injury.

Our concern for the welfare of all employees means that there will be times when absence needs to be managed, such that one individual’s absence does not adversely impact on other members of the team or on the Abbey’s ability to provide a quality service to worshippers and visitors.

2 INTRODUCTION

2.1 This policy describes the Abbey’s scheme for the management of pay and absence from work due to injury or sickness, including the payment of sick pay. It is a condition of your employment that you abide by the rules of this scheme.
2.2 Any benefits, whether sick pay or permission to be absent, will only apply where you have complied fully with these rules. Please make sure that you read the rules carefully and that you understand exactly what you must do in the event of any sickness or injury which prevents you from working.

2.3 Any sick pay paid by the Abbey is paid at its entire discretion and none of the benefits described below form part of any contractual entitlement.

2.4 The Abbey reserves the right to withdraw or modify any or all of the terms of this scheme at its discretion. Any change will be notified to all employees and will affect both existing and any new employees.

2.5 Payments made under this scheme are made as full or part payment for any wages during any period of absence due to sickness or injury, subject to all the rules laid down in this scheme. Any such payments shall include any statutory sick pay (SSP) payments where they fall due.

3 OPERATION OF THE SCHEME

3.1 Anyone who is suspected of or found to be abusing the scheme will be dealt with under the disciplinary procedure, which may result in a formal warning, or dismissal with or without notice, or pay in lieu, depending on the seriousness of the case.

3.2 You may be requested to attend the Abbey’s premises if you are fit enough to do so. See Section 13 below. Alternatively, if the Abbey believes you are not fit to work, you may be sent home.

3.3 The Abbey reserves the right, on medical advice, to determine whether you are fit or unfit for any duties which it would be reasonable to expect you to perform.

4 NOTIFICATION OF ABSENCE

4.1 It is your responsibility to notify your line manager by telephone as soon as you fall sick and know that you will be unable to attend work. This must be done no later than 10am on the first day of sickness.

4.2 You must give sufficient details on the telephone about the nature of your illness or injury, and you must give some indication as to when you will be able to return to work.

4.3 You must continue regularly to update your line manager throughout your absence either by telephone, post or email. You must also send the HR Department any medical certificates provided by your doctor.
4.4 Your manager will notify HR of your sickness on the weekly Absence Notification record (HR3)

5 SELF-CERTIFICATION (FOR SEVEN CALENDAR DAYS OR LESS)

5.1 If you are absent for fewer than 7 calendar days (counting Saturday and Sunday), you will be required to complete an Abbey self-certification form (HR4). The reasons given by you for your absence must satisfy your line manager before he/she will authorise your absence and counter-sign the self-certificate. Should your line manager have any doubts about the information provided by you he/she may not counter-sign the self-certificate. This may result in either non-payment of sick pay or a delay in payment until the Head of HR or HR Adviser has reviewed your case. Until your self-certificate is counter-signed by a member of management no sick pay can be authorised.

5.2 When your self-certificate has been counter-signed by your Line manager, it will then be forwarded to the HR department.

6 MEDICAL STATEMENTS (FOR MORE THAN SEVEN DAYS’ ABSENCE)

6.1 If you are absent for more than 7 calendar days (including Saturdays and Sundays), you must obtain a medical statement from your own doctor (a “statement of fitness for work”) stating that you are not fit for work, and the reasons why. This must be sent immediately to HR who will inform your line manager. You will be required to let your line manager know when you expect to be fit to return to work.

6.2 If your doctor provides a certificate stating that you “may be fit for work” you should inform HR immediately. HR will discuss with you any additional measures that may be needed 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.

6.3 In certain cases, and at the entire discretion of the Abbey, you may be required to produce medical statements for any day or days of sickness absence of less than 7 calendar days in duration, either at your own expense or at the Abbey’s expense.

6.4 It is your duty to ensure that a current medical statement at all times covers your absence.

6.5 Please note that all medical statements submitted must satisfy your line manager and whilst medical statements normally provide adequate evidence of unfitness for work, they may not be conclusive evidence depending upon other factors and the circumstances surrounding your particular case. Should there be any query or problem regarding any medical statements submitted, this will be discussed with you and the
matter may be referred to the Head of HR or HR Adviser for investigation. Following investigation the Head of HR or HR Adviser may take further action.

7 SICK PAY

7.1 If you are absent from work and your illness or injury prevents you from working, you may be entitled to sick pay benefits, provided that you have complied with all the rules of the scheme and provided that the Abbey is satisfied with the reasons given for the absence.

7.2 The maximum benefits to which you may be entitled are:

In your probation period 4 weeks full pay

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<th>Period</th>
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<tr>
<td>6-12 months</td>
<td>4 weeks full pay, 4 weeks half pay</td>
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<td>Year 2 of service</td>
<td>8 weeks full pay, 8 weeks half pay</td>
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<td>Year 3 of service</td>
<td>10 weeks full pay, 10 weeks half pay</td>
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<td>Year 4 of service</td>
<td>12 weeks full pay, 12 weeks half pay</td>
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<td>Year 5 of service</td>
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7.3 Your entitlement will be calculated over a rolling 12 month period, starting with the first day of your sickness absence, and will take account of any sick pay paid by the Abbey during the 12 months prior to the first day of sickness absence.

7.4 Statutory Sick Pay (SSP) is payable for up to 28 weeks in any period of incapacity for work or linked periods. It is paid by the Abbey through the payroll and included in any sick pay awarded to you by the Dean & Chapter.

7.5 SSP counts as normal pay and is subject to deduction of income tax and Class 1 National Insurance Contributions (NIC), pension contributions and any other lawful deductions.

7.6 Eligibility for SSP is not always straightforward, but most Abbey employees will be eligible for SSP. A summary of SSP entitlement is included at Appendix 1. If you have any queries regarding your eligibility for either SSP or sick pay awarded by the Dean and Chapter you should contact the HR department.

7.7 Any employee who has a record of persistent or excessive sickness absence may be refused Abbey sick pay for any future period of absence. Please see section 13.

7.8 If you leave the Abbey while you are still sick, you will be sent a Leaver’s Statement (SSP 1(L)). You should give it to any new employer if you obtain new employment within eight weeks of leaving the Abbey’s employment.
8  EXCLUSIONS TO SICK PAY ENTITLEMENT

There is no entitlement to any Abbey sick pay (this may include the withdrawal or non-payment of SSP in some cases) where in the opinion of the Abbey:

8.1 you have knowingly entered false information on any form (including a self-certification form);

8.2 you have failed to follow the rules explained in this policy;

8.3 there are any serious doubts about the circumstances surrounding your claim for sick pay;

8.4 your absence record in previous years is in the opinion of management excessive. See Section 13 below;

8.5 your absence is caused by negligence, recklessness or carelessness by you in not observing standard safety practices or by wilful misconduct at work. In addition to withholding sick pay management reserves the right to take any appropriate action it deems fit, including disciplinary action where necessary;

8.6 your absence is caused by any self-inflicted illness or injury as defined by management from time to time. This may include any illness or injury which was in the opinion of management primarily caused by your failure to heed medical advice;

8.7 your absence is caused through injury in any dangerous sport as defined by the Abbey. In this respect you are advised to take out your own personal accident insurance cover;

8.8 your absence is caused through illness or injury occasioned at any outside employment (whether paid or unpaid), or through activities such as a charity parachute jump or run;

8.9 your absence is caused by elective surgery or medical treatment unless undertaken upon the advice of a registered medical practitioner and confirmed as necessary by any doctor appointed by the Abbey - this covers cosmetic surgery or dental treatment; treatment for infertility; sterilisation operations etc

9  MEDICAL EXAMINATIONS AND REPORTS

9.1 You may be required to submit to a medical examination during or after any absence from work due to sickness or injury, or at any time deemed necessary by the Abbey during your employment. It is a condition of your employment that you give your consent to a report being sent to management concerning your fitness or otherwise to work, or on any other relevant matter.
9.2 Should the doctor appointed by the Abbey require details of your medical history, you will be asked to give your written consent giving him/her permission to contact your doctor (your GP or your Consultant) for your medical records or for a medical report - subject to your rights under the Access to Medical Reports Act 1988 and Access to Health Records Act 1990.

9.3 You may also, or as an alternative, be required to submit to a medical examination by an independent consultant (whether medical or otherwise) at the Abbey’s expense. You will be required to give your written consent to a report being sent in confidence to the Abbey’s independent consultant who in turn will disclose to the Abbey any relevant details regarding your fitness to work. No confidential medical details will be disclosed to the Abbey neither will any diagnosis be given except in cases where any doctor regards this as paramount for your or other people’s health and/or safety. In any event your consent will be sought first before any such disclosure is made.

9.4 The doctor appointed by the Abbey will be responsible for liaising with your own GP, who will be kept fully informed about your case. It is expected that you will co-operate in this procedure and that you will give such consent as necessary in order to progress your claims for sick pay.

9.5 Until the Abbey is satisfied with the outcome of those enquiries, the Abbey reserves the right to withhold all or part of Abbey sick pay and, if the circumstances warrant it, Statutory Sick Pay (SSP).

10 CONFIDENTIALITY

10.1 All medical information will be kept confidential but you may be asked to give your consent to any medical reports or records kept by your GP being sent to the doctor appointed by the Abbey for him/her to base a report on your fitness to work or otherwise. That report may then be sent to a senior manager who has the responsibility for make a decision regarding the future of your employment.

11 RETURN TO WORK

11.1. When you return to work your line manager will discuss your absence with you. If you have been absent for five working days or more then your line manager will arrange to meet with you to discuss your return to work. The purpose of this return to work interview is to:

- Establish that a full recovery has been made
- Update you on any changes whilst you have been away
- Confirm your ability to continue to fulfil the full range of your duties
- Update you on any changes to working conditions and working arrangements which may be necessary
• Consider any health, safety or welfare issues which indicate that a risk assessment needs to be undertaken

The outcome of the Return to Work interview will be recorded on form HR5. You will be asked to sign the form, which will then be forwarded to the HR department and placed on your personnel record.

11.2 Upon your return to work you may in certain circumstances be required to present a certificate from your doctor confirming that you are fit for work. In any such case you will be contacted and asked to obtain such a certificate. You may also be required to submit to a medical examination by a doctor appointed by the Abbey before being allowed back to work. The decision of management will be final, following consultation with the doctor, as to whether you are fit to return to work. Management, at its entire discretion, reserves the right to refuse to permit any employee to return to work should the circumstances warrant it.

11.3 In addition, the Abbey reserves the right to require you to undertake any reasonable duties having due regard to the nature of the illness or injury and this may mean that you will be able (after being signed off as fit for work by your doctor) to attend for work and undertake alternative or light duties or work shorter hours for a period of time. In such a case the Abbey may, at its discretion, maintain your normal earnings or may offer the rate of pay applicable to those alternative duties/shorter hours, depending on the circumstances of the case, after consultation with you.

12 CONDUCT DURING ABSENCE OWING TO SICKNESS

12.1 To help you understand what is required of you the following guidelines apply to conduct and activities during any periods of absence due to sickness or injury.

12.2 In all cases of sickness or injury which necessitate taking time off work, it is expected that you will do your utmost to facilitate a speedy return to fitness and to work. In this regard, you are trusted to act sensibly and honestly.

12.3 The Abbey would not normally expect any employee who is absent from work due to sickness or injury to:

12.3.1 Participate in any sports, hobbies or social activities which are in any way inconsistent with their alleged illness or injuries, or which could aggravate the illness or injury, or which could delay recovery;

12.3.2 Undertake any other employment whether paid or unpaid. If you declare yourself incapacitated from work in relation to your employment with us, it will not be deemed proper conduct for
you to undertake any other duties whilst off sick. Clearly the Abbey would expect you to do everything to aid a speedy recovery;

12.3.3 Engage in any work around the home in terms of home improvements or the like;

12.3.4 Engage in any activity which is inconsistent with the nature of the alleged illness or injuries

12.4 Any case involving a breach of this part of the policy will be looked at on a case-by-case basis, but disciplinary action may be taken which could include summary dismissal.

13 MANAGING ABSENCE

13.1 The Dean and Chapter are committed to providing support where possible to those employees who are unable to attend work due to sickness. At all times the needs of the organisation will have to be balanced with the needs of the individual. Prolonged or frequent absence from work impacts on both the workload of other team members and the Abbey’s ability to provide a quality service to worshippers and visitors.

13.2 The HR Department will work with line managers to monitor absence and to support appropriate action where an individual’s absence is in the view of management unacceptable.

13.3 Where a single period of absence has lasted, or is expected to last, for thirty working days or more, you will be invited to attend a meeting with your line manager and a member of the HR department. The purpose of the meeting will be to establish a likely return to work date, and explore any action the Dean and Chapter may be able to take to help to facilitate this. You may then be asked to attend for an examination by the Abbey doctor, who will be requested to submit a confidential report to the HR department.

13.4 In the case of a referral to the Abbey doctor then a further meeting will be arranged with you to discuss the content of the report and the future of your employment. You will have the right to be accompanied at this meeting by a work colleague, or by a trade union representative if you are a member of a trade union.

13.5 The above procedure will also be followed where there have been six or more separate occasions or an aggregate of 30 days of absence in any one six month period. At the review meeting you may receive an extended written warning which may last longer than normal written warnings. You will be told how long the warning will last and the improvement in attendance which you are expected to make in order to avoid the possible termination of your employment.
13.6 If you are issued with an extended written warning regarding your sickness absence you may be refused Abbey sick pay for any further period of absence, or until such times as there has been a substantial improvement in your attendance record.

13.7 If, following the receipt of medical advice, it appears that there was no genuine reason for absence then this will be dealt with under the Disciplinary Procedure.

14 TERMINATION OF EMPLOYMENT

14.1 The Dean and Chapter reserves the right to terminate employment in circumstance where:

a) if after less than 25 weeks’ employment you are absent for more than two weeks

b) if after more than 25 weeks’ employment you are absent due to sickness for a cumulative total of 8 weeks in any one calendar year

c) if you are unable to fulfil your duties through illness for any period exceeding in the aggregate 30 working days or 6 occasions in any consecutive six months

14.2 The decision to terminate employment will be considered in the context of any medical advice available, and after due consultation with you as described in Section 13 above.

Before your employment is terminated because you are no longer considered medically fit for the post for which you are employed, efforts will be made to offer you suitable alternative employment. You will be given prior consideration for any vacant posts for which you have the necessary skills and experience. The Dean and Chapter is not obliged to create a post in order to be able to offer alternative employment to you. Where it is possible to offer alternative employment the salary offered will be the salary applicable to the post offered, and no protection of salary will apply.

14.4 You have the right to appeal any decision to terminate your employment on grounds of ill-health. If you wish to appeal you should write to the Head of Human Resources within 5 days of receiving notice of your termination, setting out the reasons for your appeal. The Head of Human Resources will arrange for the Receiver General to hear your appeal. In all cases the decision of the Receiver General will be final. You have the right to be accompanied at the appeal meeting by a work colleague, or a trade union representative if you are a member of a trade union.
15 UNAUTHORISED ABSENCE

Unauthorised absence is defined as follows:

If you fail to turn up for work at the appropriate time you will be deemed to be absent without authorisation, for which no payment will be made and for which disciplinary action may be taken unless the absence is due to:

15.1 Genuine sickness and this has been notified to the Abbey in accordance with the rules set out in this policy;

15.2 Leave for which prior permission had been granted (in writing where appropriate) by your immediate manager;

15.3 Genuine reasons outside your control, which are acceptable to the Abbey.

Should the Abbey have any reason to doubt the validity of the illness or injury or the reason given for the absence, the Abbey reserves the right to withhold pay for all or part of the absence and may deal with the matter under the Disciplinary Procedure, which may result in disciplinary action up to and including dismissal.

16 SICKNESS BEFORE OR DURING A HOLIDAY

16.1 Subject to the Rules as set out in section 4 above, if you should fall ill before you are due to start your annual holiday and you inform your line manager immediately, the Abbey may treat that absence as sick leave and further annual leave may be granted at a time agreed with senior management.

16.2 Should you fall sick once your holiday has commenced, if you notify your line manager immediately and submit medical evidence which satisfies the Abbey, the Abbey may allow you to reschedule your leave. You will have to return to work for an uninterrupted period of three (3) weeks before you may take any further holiday entitlement in accordance with the rules set out in the Leave of Absence policy.

17 ACCRUAL OF HOLIDAY DURING SICK LEAVE

Your right to accrue holiday continues through any period of absence due to sickness. On your return to work your line manager will discuss and agree with you the arrangements for taking your remaining holiday. Every effort will be made for you to take your holiday before the end of the leave year. If this proves impossible for operational reasons then you may be paid in lieu for those days that you have been unable to take.
The Dean and Chapter recognises that this policy may not cover all circumstances which may arise when dealing with ill health issues, and reserves the right to vary the procedural aspects of this policy in individual cases and after consultation with the individual.
A Guide to Statutory Sick Pay

Introduction

Statutory Sick Pay (SSP) is a minimum level of sickness benefit which all employers must pay their employees regardless of length of service.

If you are an employee of Westminster Abbey and are unable to work because you are ill you may be able to claim Statutory Sick Pay. It is paid by the Abbey and can last for up to 28 weeks.

Westminster Abbey has its own sick pay scheme and SSP due to you will be included in any payments made to you under the Scheme.

If you are not receiving any sick pay under the Sick Pay Scheme for any reason then Abbey may still be able to pay you Statutory Sick Pay (SSP) if you are eligible.

You cannot be paid Statutory Sick Pay and sick pay under the Abbey Scheme at the same time, unless the pay due to you under the Abbey Sick Pay scheme is less than £79.15 per week.

Eligibility
You may qualify for Statutory Sick Pay (SSP) if you:

- Have been sick for at least four or more days in a row (including weekends, bank holidays and days that you do not normally work)
- Have average earnings of at least £97 a week

What days can you be paid for?
Statutory Sick Pay is paid for qualifying days. These are the days on which you would normally work for your employer under a contract of employment. However it is not payable for the first three days of absence, which are known as waiting days.

If you work part-time, you must still serve your three waiting days before you can get payment.

If you have a varied work pattern, your qualifying days may be different in each week that you work. Please speak to your line manager about this.

Example scenarios
If you work Monday to Friday and become sick on a Friday your waiting days will be Friday, Monday and Tuesday. If you continue to be sick, Statutory Sick Pay will be paid from Wednesday.

If you normally work on only Thursday and Friday and become sick at the start of or during a Friday, your waiting days will be the Friday of the week that you are first sick and the Thursday and Friday of the next week (ie the 2nd week). If you continue to be sick, Statutory Sick Pay will only be paid from the Thursday of the following week (ie the 3rd week).

**How Earnings are calculated**
To be eligible for Statutory Sick Pay you must have average earnings of £97 a week, before tax and National Insurance contributions are deducted. This level of earnings is called the *Lower Earnings Limit* for National Insurance Contributions (NIC) and is reviewed every year. This is lower than the amount you would need to earn before you start paying National Insurance Contributions.

Your average weekly earnings are calculated over an eight week period before your sickness began. This period may vary slightly depending on whether you are paid weekly, monthly or have other pay patterns. If you have just started your job the calculation may be different, so contact the Human Resources Department for more details.

Only earnings actually paid in this eight week period can be used for the average earnings calculation. These earnings must be subject to National Insurance Contributions, or would be if your earnings were high enough, and may include:

- your normal earnings
- bonuses
- holiday pay
- overtime
- other Statutory Payments

**Multiple absences**
If you have received Statutory Sick Pay for a previous period of illness that occurred within the last eight weeks, your new period of illness will link to this and be treated as one continuous period of illness. Statutory Sick Pay will be paid for the new period, without you having to serve the three *waiting days* again.

If you have already had your full 28 weeks of Statutory Sick Pay you must return to work for at least eight weeks before being eligible for another 28-week period.

**How much is Statutory Sick Pay?**
The current standard rate for Statutory Sick Pay is £79.15 per week, increasing to £81.60 in April 2011.

Exclusion from Statutory Sick Pay
The following employees are excluded from the Statutory Sick Pay scheme:

(a) Employees who have done no work under their contract of employment. Effectively this means employees who do not attend for their first day of work because they are sick.

(b) Employees whose first day of sickness occurs during a stoppage of work due to a trade dispute. If however, the employee can prove that at no time did he or she have an interest in or participate in the dispute, Statutory Sick Pay becomes payable.

(d) Employees who were recently in receipt of certain social security benefits. Any employee who has received Employment and Support Allowance within 12 weeks of being sick, or Incapacity Benefit within 8 weeks of being sick, is not entitled to Statutory Sick Pay because you can reclaim your Employment and Support Allowance or Incapacity Benefit.

(e) Employees who have reached their maximum entitlement. Eligible employees are entitled to 28 weeks of Statutory Sick Pay in any sickness absence or series of linked absences. Once this has been paid, eligibility ceases until the employee has returned to work for at least 8 weeks, at which point Statutory Sick Pay eligibility resumes.

(f) Employees whose contract of employment has ended. There is no liability to pay Statutory Sick Pay after the termination of employment date.

(g) Employees who are in legal custody. Liability to pay Statutory Sick Pay ceases on the day that the employee is taken into legal custody, and all illness related absences are deemed to end on that date.

(h) Employees who are pregnant and who are either:

- within the 18 week period which spans the expected week of confinement, and entitled to Statutory Maternity Pay or Maternity Allowance; or

- Sick with a pregnancy-related illness in the six weeks before the expected week of confinement

For more information
If you are unsure about anything relating to sick pay at Westminster Abbey please contact your line manager, or the Human Resources Department.