

Sick Pay and Sick Pay Conditions Policy

Royal Mail Group recognises there may be times when an employee is unable to work due to ill health. This document outlines our sick pay arrangements and conditions.

Main topic areas

- Overview
- Policy statement
- Definitions of sick pay
- Entitlement
- General
- Conditions on which sick pay is payable
- Notification of sick absence and medical certificates
- Accidents for which third party damages are claimed
- Sick absence due to assault on duty
- Sick absence due to industrial injury or disease
- Disposal of sick pay
- Reemployed employees
- Where to go for further information

Getting help

Contact your manager if you have any queries about this policy.

Managers can obtain advice by:

Calling the HR Services Advice Centre on 0345 606063 / 5456 7100

Managers working for Parcelforce Worldwide should call 0345 6042787 / 5456 4747

For web access please go to: <https://www.psp.royalmailgroup.com>



Sick Pay and Sick Pay Conditions Policy

Overview

This policy applies to all employees of Royal Mail Group Ltd unless stated otherwise. This policy does not apply to casual employees, agency workers, contractors or self employed workers. Within this policy 'Royal Mail Group Ltd' will be referred to as 'Royal Mail Group'.

This policy is effective from 28 April 2012.

This policy forms part of contracts of employment.

Statement

Royal Mail Group recognises that there are times when an employee is unable to work due to ill health. While the employee is off work they may receive sick pay.

This policy sets out the sick pay entitlements for employees, and the conditions for receiving sick pay.

Definitions of Sick Pay

"Full rate" sick pay will be the difference between the rate at which the employee is entitled to claim benefits under Social Security legislation and an employee's full normal rate of pay (including any allowances payable during sick absence).

"Half rate" sick pay will be half an employee's full normal rate of pay, or such lower amount that when added to any benefits (as above) is equal to the employee's full normal rate of pay. Half rate sick pay will therefore be paid on top of any entitlement to statutory sick pay.

"Statutory sick pay" will be the benefits to which the employee is entitled under Social Security legislation, paid provided that they comply with legal requirements.

Further guidance, which does not form part of the contract of employment and may be amended from time to time, on the application of Statutory sick pay (SSP), is provided in the Sick Pay section.

Entitlement

During absence from work due to sickness or injury, full- and part-time non-managerial employees recruited on or after 3 June 2002 will receive:

- During the first twelve months of service, statutory sick pay only
- After twelve months' service, full rate sick pay for the first six months (26 weeks) of any spell of absence, followed by half rate sick pay
- Full rate sick pay will not be paid in total for more than 6 months (26 weeks) during any calendar year. Further periods will be paid at half rate, but no sick pay (other than at pension rate where applicable) will be paid when the employee has been absent for a total of 12 months (with or without pay) in any period of four years
- If entitlement to full and half rate sick pay has been exhausted, employees who are contributing members of the Royal Mail Pension Plan and were members of the Royal Mail Pension Plan on or before 31st March 2018 will be paid at a rate equivalent to the highest rate of pension they would be eligible to receive if dismissed on ill health grounds, or at sick pay at half rate if lower

During absence from work due to sickness or injury, managerial employees, and other full- and part-time employees recruited before 3 June 2002 will receive:

- Full rate sick pay for the first six months (26 weeks) of any spell of absence, followed by half rate sick pay

- Full rate sick pay will not be paid in total for more than 6 months (26 weeks) during any calendar year. Further periods will be paid at half rate, but no sick pay (other than at pension rate where applicable) will be paid when the employee has been absent for a total of 12 months (with or without pay) in any period of four years
- If entitlement to full and half rate sick pay has been exhausted, employees who are contributing members of the Royal Mail Pension Plan and were members of the Royal Mail Pension Plan on or before 31st March 2018 will be paid at a rate equivalent to the highest rate of pension they would be eligible to receive if retired on ill health grounds, or sick pay at half rate if lower
- Sick pay will not be paid for any period for which maternity pay is appropriate
- Casual employees are not eligible for any Royal Mail sick pay but may be entitled to Statutory Sick Pay (SSP)

General

When entitlement to full or half rate pay has been exhausted (due to the maximum limits), an employee cannot go back to such pay during the same absence.

Non-working or rest days and Public or Bank Holidays within a period of absence are reckoned as part of the absence when applying the sick pay limits. Pay for these days will be at sick and not ordinary rates. Such days occurring at the beginning or end of a period of absence will not be reckoned as part of the absence unless the employee was scheduled for duty on those days and did not attend.

There is no absolute entitlement to the full periods of paid sick absence. Payment of sick pay ceases upon leaving employment.

Conditions on which Sick Pay is payable

Entitlement to sick pay is always subject to strict observance of the following conditions:

- Self-certificates or medical certificates, including 'fit notes', must be received by the business for all sick absences
- The business must be satisfied that an employee's absence is necessary and due to genuine illness
- The business reserves the right to refuse sick pay if an absence is due to, or is aggravated by, causes within the employee's control, or if the employee has neglected instructions given by a doctor
- An absent employee shall remain at their normal home address (other than to receive in-patient treatment) unless they have consent of their line or local personnel manager
- Employees who are sick immediately before they are due to go on holiday must confirm to their Manager that they are going on holiday on the due date (unless sick absence continues and the employee remains at home)

Notification of Sick Absence and Medical Certificates

Employees must notify the business as soon as possible if they are unable to work, and of their intention to resume. Ideally this should be before the start of duty, and must be no later than on the first day of absence.

For absences of fewer than 8 days, a signed and dated self-certificate form must be provided within 24 hours of returning to work, unless a medical certificate is provided for this period. The self-certificate must describe the nature of the incapacity or the symptoms.

Absences of 8 days or more must be covered by a medical certificate, or statement of incapacity issued by a registered doctor. Every certificate must be dated and signed by the doctor by whom it is given, and must show the cause of the incapacity. Private certificates signed by U.K doctors will be accepted, and they must include their address. Certificates for hospital in-patients will be accepted without requiring further particulars than those on the hospital form. Certificates must be issued and dated within the period of absence and forwarded as soon as possible.

Certificates issued by a doctor other than a registered UK doctor will be accepted if the business considers that the circumstances are justified. Such certificates, and those signed by doctors practising abroad, must be submitted weekly.

References above to medical certificates should be read to include doctor's statements issued in accordance with the Social Security (Medical Evidence) Regulations.

Accidents for which third party damages are claimed

(a) An employee absent due to an accident in the EU will not be allowed sick pay if a claim for damages lies against a third party (except where the third party was being employed by Royal Mail Group, or where it is established that a breach of duty by Royal Mail Group caused the accident). Payments up to the amount that would normally be paid as sick pay, in accordance with the criteria outlined above, may be made (at the employee's request) at the discretion of the business. In this case the employee must agree to refund the business from any damages the full amount advanced (or the full amount of damages if it is less).

(b) If the claim is settled by a lump sum and no specific amount is identifiable as loss of earnings, the employee will nevertheless be required to refund the advance to such amount as is in the business's opinion fair and reasonable. If the employee does not claim any damages from the third party, or if the claim is wholly unsuccessful, they will not be required to make a refund.

(c) If, notwithstanding the absence of any request and undertaking, the business should make sick payments to an employee during any such absence, these shall be refunded on demand in the event of damages being recovered.

(d) Periods of absence for which an advance is made and refunded will be ignored for reckoning sick pay entitlements (or if a part-refund is made, the same proportion of the absence will be ignored).

(e) Where a damages claim lies against Royal Mail Group or someone in its employ, sick pay will be paid normally, subject to the criteria above. If the claim is successful, all or part of the paid absence of the employee will be ignored for reckoning sick pay entitlements (taking into account any negligence by the employee represented in the damages recovered). Where the claim is settled by lump sum without agreement about any contributory negligence by the employee, paid absence will be excused from reckoning towards sick pay entitlements to the extent that is fair and reasonable in the business's opinion.

(f) Where an employee is injured in an accident in which both Royal Mail Group and a third party are involved, and a claim lies against the third party, sick pay will be advanced as in (a). Where claims for damages are made both against Royal Mail Group and the third party, paid absence will be excused as in (d) in respect of the employee's claim against the third party, and any remaining period of paid sick absence treated as in (e).

Sick Absence due to Assault on Duty

An employee who incurs sick absence directly due to injuries received in robberies or attempted robberies on Royal Mail Group, or from a bomb attack or assault on duty with no fault by the employee, will be allowed sick pay at the same rates as above, except that full rate sick pay will be provided should the spell of absence extend beyond six months (26 weeks). The entire period of such an absence will be ignored when applying the maximum limits on sick pay across any period of four years.

Sick Absence due to Industrial Injury or Disease

An employee who incurs sick absence directly due to an industrial injury sustained, or to a prescribed industrial disease contracted, at work on or after 1 January 1979 will be allowed sick pay at the same rates as above. However during the first six months (26 weeks) of any such absence the overall limits on sick pay across four years will not apply. The first six months (26 weeks) of any such absence will also be ignored when applying these maximum limits on sick pay across any period of four years. Any continued absence beyond six months will be paid according to personal entitlement and reckoned normally.

The business reserves the right to satisfy itself on the advice of its medical advisers that absences are properly and directly attributable to injury sustained or disease contracted at work. The allowance of full rate sick pay is subject to all of the following conditions:

- The injury or disease must not be due to the employee's own serious and culpable negligence or misconduct
- The injury or disease must be accepted by the DWP (Department of Work & Pensions, formerly the DSS) as being due to an industrial accident, or classified as an industrial disease
- Employees must comply with the general conditions for sick pay set out above

For the purpose of these provisions, "at work" means:

- During actual discharge of official duties
- While on Royal Mail Group premises for the purpose of duty but excluding injury or disease arising from any activity not pertaining to official duty
- On a duty journey (other than a journey between home and normal HQ) where the means of transport, route and timing are authorised or are compatible with those needed for official purposes
- During an overseas assignment on Royal Mail Group business from the time of leaving home until return there

Disposal of Sick Pay

Where an employee because of illness (other than mental disorder) is unable personally to receive sick pay, they may nominate someone else to receive it. If an employee is unable to make a written nomination, or if this cannot be obtained without delay, payment may be made to the employee's spouse, civil partner, or other appropriate relative. Receipt of payment by such other person shall be a full discharge for Royal Mail Group.

If a certificate signed by a registered medical practitioner states that an employee is incapable due to mental disorder of managing their own affairs, sick pay due (or such part of it as the business considers appropriate) may be paid to the institute or person caring for the employee, to be applied for his or her benefit. Any balance may be paid either:

- To or for the benefit of persons who appear to be members of the family or other persons for whom the officer might be expected to provide if they were

not mentally disordered; or

- In reimbursement (with or without interest) of money applied by any person either in payment of the officer's debts (whether legally enforceable or not) or for the maintenance or other benefit of those persons mentioned above. Royal Mail Group shall be fully discharged in respect of any payment made in accordance with the terms of this paragraph

Re- employed Employees

Employees who leave the business but are subsequently re-employed will be paid sick pay as a new entrant.

Where to go for further information

The 'Getting help' box on the front page of this policy tells you where to find further information.

Guidance is also available on the Policy and Information Site on PSP (HR pages on the intranet (non-PSP users)).

In the event of any inconsistency between this policy and the supporting guides, the terms of this policy take precedence.

Forms

There are no forms applicable to this policy.

Related documents

You may find it useful to read the following documents, located on the Policy and Information site on PSP (HR pages on the intranet for non-PSP user)) in conjunction with this policy:

- Attendance Agreement, Policy and guides
- Leaving the Business due to Ill Health Policy
- Leaving the Business due to Ill Health Guide
- Sick Pay and Health Guide