

Aqumen Recruitment – Agency Worker Sickness Absence and Statutory Sick Pay (SSP) Policy

1. Legal Status and Contractual Framework

This policy outlines your obligations regarding reporting sickness absence and your entitlements to Statutory Sick Pay

This policy operates strictly within a **Contract for Services (Framework Agreement)** pursuant to your **Aqumen Recruitment Terms of Engagement with an Agency Worker**. For the avoidance of doubt:

- There is **no mutuality of obligation** between the Employment Business and the Worker during periods between Assignments.
- The notification and SSP provisions only apply when you are on Assignment.
- This policy does not form an overarching contract of employment, nor does it imply permanent employment status.

2. Mandatory Sickness Reporting Hours & Contact Method

Because the Employment Business operates 24/7 client operations but manages administration during set business hours, you must adhere strictly to the following notification rules:

- **The Reporting Window:** You must report your sickness absence live to an agency representative between **9:00 AM and 5:30 PM, Monday to Friday** on our main office line: 01977 515626.
- **Shifts Starting Outside Office Hours (Nights and Weekends):** If your scheduled shift starts during the night, over the weekend, or on a bank holiday, you must still call the office during the standard 9:00 AM to 5:30 PM weekday window *prior* to the next shift starting to log your absence.
- **Mandatory Contact Method:** You must speak directly to a representative live via telephone. Written notifications via text message, WhatsApp, post or email do not constitute notification unless Aqumen expressly confirms acceptance.
- **Voicemails:** Leaving a voicemail alone will not normally satisfy the notification requirements unless exceptional circumstances prevented direct contact.
- **Daily Call-Ins:** You are required to call the office daily between 9:00 AM and 5:30 PM for **every single day** of your sickness to update the agency on your availability, unless you have formally provided a Fit Note issued by an appropriate health care professional specifying a fixed multi-day period of incapacity. Please note we record our calls for training and monitoring purposes.

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- **Third-Party Calls:** You must make this phone call yourself. Notifications from friends, colleagues, partners, or family members will not be accepted unless you are physically hospitalised or legally incapacitated. If you are legally incapacitated and or in hospital, we may request appropriate evidence.
- All workers can be required to complete our Return-to-Work Process. This helps confirm fitness for work, update our records and assess any workplace adjustments where appropriate. This process may involve the completion of electronic documents and phone calls.

3. Immediate Consequences of Non-Compliance & Contract Termination

Failing to follow the rules outlined in Section 2 will result in immediate operational adjustments in accordance with your signed terms of engagement:

- **Clause 9.1:** The Employment Business, the Agency Worker or the Hirer may terminate an Assignment at any time without prior notice or liability.
- **Clause 9.2:** The Agency Worker acknowledges that the continuation of an Assignment is subject to, and conditioned by, the continuation of the contract entered into between the Employment Business and the Hirer. In the event that the contract between the Employment Business and the Hirer is terminated for any reason the Assignment shall cease with immediate effect without liability to the Agency Worker.
- **Clause 9.3 (Deemed Termination by Worker):** If the Agency Worker does not tell the Hirer or the Employment Business that they are unable to attend work during the course of an Assignment (as required in clause 4.3 and Section 2 above) this will be treated as termination of the Assignment by the Agency Worker in accordance with clause 9.1, unless the Agency Worker can show that exceptional circumstances prevented him or her from complying with clause 4.3.
- **Clause 9.4 (Termination due to Unavailability of Work):** If the Agency Worker is absent during an Assignment and the Assignment has not been otherwise terminated under clauses 9.1 or 9.3 above, the Employment Business will be entitled to terminate the Assignment in accordance with clause 9.1 if the work to which the Agency Worker was assigned is no longer available.

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- **SSP Withholding:** Failure to comply with this reporting procedure may affect entitlement to SSP where the statutory notification conditions are not met. Aqumen will assess entitlement in accordance with the applicable SSP legislation.

4. Entitlement to Statutory Sick Pay (SSP)

As an agency worker, your entitlement to SSP is strictly tied to your active booked shifts:

- **Active Assignments Only:** You are only eligible for SSP if you fall ill **during an active, agreed assignment**. You are not entitled to sick pay during gaps between assignments, as no contract exists during these periods.
- **No Waiting Days:** Statutory waiting days are abolished. Eligible sick pay triggers from your **very first full day** of scheduled absence.
- **Rate of Pay:** Compliant SSP is paid at the statutory weekly rate (or 80% of your average weekly earnings, whichever is lower), split evenly across your scheduled working days.

5. Certification, Evidence, and Overpayment Recovery

To substantiate your claim for SSP, you are required by law to provide written evidence of your incapacity to work:

- **Up to 7 Days:** You must complete an official HMRC SC2 self-certification form or provide a detailed written statement of your illness within 7 calendar days of your first missed shift. *An electronic AQUMEN Self Certification TEMP ASCAT001 form will be sent to you by email in any case.*
- **Over 7 Days:** A Fit Note issued by an appropriate healthcare professional must be physically or digitally provided from day 8 onward.
- **Clawback Rule for Non-Submission:** In accordance with standard payroll procedures, if the Employment Business **has not received the relevant information in writing within 7 calendar days** of your first missed shift, any SSP advanced or processed for that period in the interim will be officially reclassified as an unverified payroll overpayment.
- **REC Deduction of Sums Clause:** Pursuant to the Agreed Deductions and overpayment provisions within your Terms of engagement, you agree that if you breach the 7-day written evidence rule, the Employment Business is legally authorised, where permitted by law and your signed deductions agreement, to deduct and claw back this overpaid sum [AMT CHANGE] from any subsequent monies owed to you, including future wages, timesheets, or remaining accrued holiday entitlement.

6. Recovering Mid-Week and Rebooking Shifts

If you recover from your illness mid-week and wish to resume working the remainder of your scheduled shifts, you must follow this rebooking protocol:

- **Notification of Fitness:** You must call the Employment Business by **4:00 PM on a working day (Monday to Friday)** before you wish to return, confirming you are fit to work.
- **No Guarantee of Shift:** While we will make every effort to reinstate you, we cannot guarantee your original shift will still be available. The end-client may have already sourced alternative cover to maintain operational continuity.
- **SSP End Date:** Your entitlement to SSP will automatically cease on the day you declare yourself fit to return to work, regardless of whether a shift is immediately available.
- All workers can be required to complete our Return to Work Process. This helps confirm fitness for work, update our records and assess any workplace adjustments where appropriate.

7. Worker Declaration and Sign-off

By signing below, **(Or ticking the linked box during electronic registration)** you acknowledge that you have read, understood, and agree to abide by the terms of this Sickness Absence and SSP Policy. You accept that failure to follow the reporting deadlines or provide necessary evidence within 7 days may result in the loss of sick pay, clawbacks from your earnings, and the termination of your assignment under clauses 9.3 or 9.4.

Worker Name (Printed): _____

Worker Signature: _____

Date: _____

Additional Provisions

- **Confidentiality:** Medical information will be processed in accordance with UK GDPR.
- **Equality:** Aquamen will consider reasonable adjustments where applicable.
- **Fraud:** False sickness claims may result in termination of an assignment where supported by the facts and contractual terms.
- **Health and Safety:** Workers must not attend work when medically unfit.
- **Contact Details:** Office hours 9:00am–5:30pm Monday–Friday. Main office: 01977 515626.

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