

## Guidance

# G1347 A1

# LU Sick Pay

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## 1 Principles

During a period of sick leave in place of normal salary, sick pay is paid to employees with more than one year's service and, at the discretion of Employing Managers, employees with less than one year's service.

## 2 Definition of sick pay

For LU merged bands A-U, Support Managers, all R grades, Operational Managers and Operational Staff, LU Sick Pay is defined as "an employee's statutory sick pay entitlement supplemented by the Organisation to their normal contractual salary".

For Administrative, Technical and Secretarial grades this will be basic salary plus all regular allowances for the first four weeks. After four consecutive weeks allowances cease to be quantifiable for the calculation of sick pay.

## 3 Conditions upon which sick leave, and LU sick pay, will be granted

Employees will be granted sick leave subject to complying with organisational requirements and attendance at work arrangements regarding notification of absence:

<i>1-7 calendar days</i>	Prompt notification of absence and the provision of a Self Certificate
<i>More than 7 calendar days, but within 9 days of the first day of absence</i>	The provision of a Medical Certificate

Further Medical Certificates are required where sickness continues and must be supplied within 2 days of the previous certificate expiring.

Subject to entitlement qualification, in respect of each rostered day/shift for which sick leave is granted, an employee will be paid LU Sick Pay in substitution for contractual pay.

LU reserves the right to request a Medical Certificate for any spells of sickness where individuals have irregular and unsatisfactory attendance levels or during statutory holidays.

## 4 Forfeiture of sick leave and sick pay

Employees who are absent through sickness or injury, and who fail to comply with LU requirements regarding notification of absence, may not be granted sick leave and may forfeit any right to receive LU Sick Pay during such absence.

Employees absent from duty through sickness or injury attributed to their own intemperance or misconduct may also forfeit LU sick pay.

**NOTE:** Reference should be made to the current Attendance at Work arrangements, details of which are available from the Employee Relations team.

## 5 Entitlement to sick pay ('new world' contracts)

LU Merged bands A-U, Support Managers, Operational Managers and Operational Staff:

Length of Service	Maximum period of payment at 100% contractual rate
Under 12 months	9 weeks*
1-6 years	24 weeks
Over 6 years	39 weeks

\* At the discretion of the Employing Manager

NOTE: With effect from 27th February 2003, the calculation of sick pay entitlement on the basis of shift patterns worked no longer applies.

Sick pay entitlement applies to each spell of sickness unless there are two or more spells not separated by at least three complete payroll weeks at work, in which case they will be linked and counted against sick pay entitlement.

## 6 Entitlement to sick pay ('old world' contracts)

R Grade, Administrative, Technical and Secretarial Grades (pre-merged):

Length of Service	Maximum period of payment	
	At 'Full' Rate	At 'Half' Rate
<i>Established staff</i>		
Less than 6 years' service	16 weeks	16 weeks
Over 6 years' service	26 weeks	26 weeks
<i>Probationary staff*</i>		
Under 12 months service	6 weeks	6 weeks
Over 12 months service	16 weeks	16 weeks

\* At the discretion of the Employing Manager

Sick pay will be paid to an employee for each day of sick leave that they would be rostered for work. It will be paid for the specified period at the full rate followed by the specified period at half rate.

The periods referred to above are the difference between the maximum periods set out in the table, less any periods during which sick pay was paid during the 12 months immediately preceding the first day of the sick leave concerned.

In extenuating circumstances Employing Managers, following discussion with the HR Manager, can authorise an extension of half rate sick pay of up to 13 weeks.

Employees who exhaust their sick pay entitlements cannot re-qualify for further sick pay during absence. Employees must resume duty for not less than 28 calendar days to re-qualify for sick pay in respect of an absence due to the same cause.

## 7 Statutory sick pay (SSP)

Entitlements to Statutory Sick Pay (SSP) arise under the Social Security and Housing Benefits Act 1982. SSP is deemed to be included in full-rate sick pay, but

shall be paid in addition to half-sick pay (provided that, together, payment does not exceed full-rate sick pay). If there is no entitlement to such sick pay (or it is exhausted) then SSP alone is payable.

## **8 State benefits**

For periods of sick leave, during which there is an entitlement to claim all State benefits from the Benefits Agency of the DSS, the weekly rate of LU Sick Pay will be reduced by the weekly rate of the State benefit. The State benefit will not be recovered from half rate sick pay, unless the payment of both would exceed normal full rate sick pay.

It will be assumed that the employee is able to claim State benefit in respect of themselves and an adult dependant.

If an employee is disqualified from claiming full rate State Sickness/Incapacity Benefit through their own fault, or because of insufficient contributions, the Organisation retains the right to determine the amount of such benefit to be taken into account for the purpose of this scheme.

## **9 Termination on medical grounds**

Where employment is terminated on medical grounds and the employee is currently sick, the appropriate amount of sickness benefit will be deducted from any payment in lieu of notice. It will be the responsibility of the employee to claim this amount from the Benefits Agency.

## **10 Deductions from sick pay**

Sick pay (including any entitlement to SSP) is subject to all normal payroll deductions. Any such deductions in respect of a pension fund contribution will be waived if sick pay is insufficient to meet it.

## **11 Employees with broken service**

If service is broken owing to redundancy or transfer of undertakings and the break does not exceed three years, service will be treated as continuous (in any grade) for the purpose of this scheme.

## **12 Sickness whilst on annual leave**

Employees who are sick during a period of annual leave, will have the period treated as sick leave and be granted an equivalent period of annual leave at a later date, subject to submitting an authorised Medical Certificate.

## **13 Sickness whilst on annual leave overseas**

Employees who become sick overseas whilst on paid leave must immediately obtain and provide to their Employing Manager a Medical Certificate signed by an accredited medical practitioner specifying:

- The date of commencement of illness
- The nature of the illness

- The predicted date of fitness to travel to the UK. If later than the last date of the agreed period of leave, the employee must send the Medical Certificate immediately.

**NOTE:** The Certificate must be written in English. If it is any other language, the employee may be required to provide a translation at his or her own expense.

## 14 Assault on duty

If an employee is assaulted on duty (or off duty where the individual is wearing an LU uniform) and the incident occurs whilst travelling to or from work, any absence will not count against sick pay entitlements.

Sick pay is payable in such cases, as per the rules set out above, subject to the production of a Medical Certificate in respect of the assault.

*For LU Support Managers, Administrative, Technical and Secretarial grades:*

It is a condition of payment under this scheme that the employee gives a written undertaking to submit a claim at the earliest practical time against the Criminal Injuries Compensation Authority (CICA) or a third party, if appropriate, if the absence lasts more than four weeks.

*Operational Staff and Operational Managers:*

Any sick pay recovered under this scheme is repayable to the Organisation, as specified in the Sick Pay Scheme for Operational Staff and Operational Managers.

*Other grades:*

The employees' signed agreement to recovery must be sought. This includes the amount of any compensation for loss of earnings claimed from the CICA or any other third party.

Please note that 'compensation is not payable for the first 28 full weeks of lost earnings or earning capacity' (CICA guidelines, April 1996, paragraph 4.13).

The CICA's address is: Tay House, 300 Bath Street, Glasgow, G2 4LN. They can be contacted on tel. 01413 312726 or fax. 01413 312287. The CICA are available to provide further details and claim forms on request.

## 15 Person accountable for the document

You must record the Band 4 or 5 manager accountable for keeping this document up to date.

Name	Job title
Colin Game	Head of HR – LU Operations

## 16 Document history

Issue no.	Date	Changes	Author
A1	November 2016	Section 10 extracted from the Salary Admin Handbook – change no. 05174	Employee Relations