

**JOINT AGREEMENT ON GUIDELINES  
ON SICKNESS LEAVE IN  
FURTHER EDUCATION COLLEGES**

BETWEEN

THE ASSOCIATION OF COLLEGES (AoC)

AND

ASSOCIATION FOR COLLEGE MANAGEMENT (ACM)

ASSOCIATION OF TEACHERS & LECTURERS (ATL)

GMB

NATIONAL ASSOCIATION OF TEACHERS IN  
FURTHER AND HIGHER EDUCATION (NATFHE)

TRANSPORT & GENERAL WORKERS' UNION (TGWU)

UNISON

# JOINT AGREEMENT ON GUIDELINES ON SICKNESS LEAVE

## 1 INTRODUCTION

- 1.1 This scheme sets out the rights, entitlements and obligations of all employees who are absent from work owing to sickness, injury or other disability.

## 2 STATUTORY SICK PAY

- 2.1 The college has an obligation to pay Statutory Sick Pay (SSP) on behalf of the Benefits Agency, to all employees who are eligible to receive it. This scheme explains regulations affecting entitlement to Occupational Sickness benefits and the effects of SSP upon these benefits.

## 3 ENTITLEMENT TO PAID SICK LEAVE

- 3.1 This scheme will apply to all employees of the college (please note that employees who have not transferred to the new contracts will retain their contractual entitlement to the old scheme). The entitlement to occupational sick pay increases according to the length of the employee's continuous service (see 3.2 below). The date from which continuous service will be calculated is as stated in the employee's contract of employment.
- 3.2 Subject to the provisions of this scheme, employees will be entitled to the following periods of sick leave:

<u>Service</u>	<u>Sick Pay</u>
During 1 <sup>st</sup> year of service	1 month's full pay and, after 4 months' service, 2 months' half pay
During 2 <sup>nd</sup> year of service	2 months' full pay and 2 months' half pay
During 3 <sup>rd</sup> year of service	4 months' full pay and 4 months' half pay

### Note

Definition of Joint Agreement

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During 4<sup>th</sup> and 5<sup>th</sup> year of service 5 months' full pay and 5 months' half pay

After 5 years' service 6 months' full pay and 6 months' half pay

*Note: For the purposes of calculating entitlement to Occupational Sick Pay, 'one month' is equivalent to a calendar month.*

- 3.3 For the purposes of this scheme, sick pay entitlement is based on service completed as at the **first** day of sickness. When determining payment for sickness, account is taken of all periods of sickness during the preceding 12 months as at the first day of sickness.
- 3.4 The Corporation has the discretion to extend an employee's entitlement to paid sick leave (on either full or half pay) in exceptional circumstances. In exercising this discretion, Corporations will take into account the seriousness of the case, and the likely beneficial effect of such action in relieving anxiety and therefore speeding recovery.
- 3.5 If the employee is entitled to receive SSP, or is in receipt of any other allowances or benefits (see Appendix 1), these will be offset against any entitlement to full pay.
- 3.6 Where the employee is entitled to receive half pay, the total sum of pay plus SSP, if appropriate, and any other benefits or allowances, must not exceed full pay. If necessary, the half pay allowance will be reduced.
- 3.7 If a public holiday or an efficiency closure day occurs during a period of sick leave, the employee will continue to receive sick pay. However, no payment will be made for a public holiday which occurs during a period of unpaid sick leave.
- 3.8 In determining an employee's normal pay for the purposes of the scheme, the Corporation will include any regular paid overtime which is an express requirement of their terms of employment.
- 3.9 Exceptional provisions apply to any employee who is injured as a result of a crime or violence in the course of their work for the Corporation. These are detailed in Section A3 of Appendix 1.

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- 3.10 A period of absence due to injury sustained by the employee in the actual discharge of his/her duties, and which is not attributable of any fault of his/her own, will not be recorded for the purposes of this scheme.

## **4 NOTIFICATION & CERTIFICATION OF SICKNESS ABSENCE**

- 4.1 An employee who is unable to attend work because of sickness must notify the college as soon as it is reasonably practicable and should comply with reporting arrangements in place within the college.
- 4.2 An employee returning to work after a period of sickness absence of more than three days, is required to complete a self-certification statement, giving the reasons for absence up to and including the first seven calendar days. Failure to complete a self-certification form may result in loss of pay.
- 4.3 A medical certificate, completed by a qualified medical practitioner, must be submitted for any absence which exceeds seven days. Subsequent certificates must be submitted if the absence continues beyond the period covered by the initial statement. The length of absence covered by each certificate, will normally be determined by the medical practitioner. Exceptionally, the college may require certificates at more frequent intervals.
- 4.4 Where the first medical certificate covered a period of more than fourteen days, or where more than one certificate has been necessary, the employee may be required by the college to obtain a final certificate indicating his/her fitness to resume duties before returning to work.
- 4.5 The college may, at its discretion, accept certificates from Christian Science practitioners.
- 4.6 An employee who goes into hospital or other similar institutions is required to submit a doctor's statement on admission and on discharge.

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- 4.7 When a member of staff is ill immediately before a period of planned leave, a medical certificate is to be produced certifying fitness to return before the leave period can commence.
- 4.8 Where the college requires an employee to obtain a doctor's statement solely for the purpose of qualifying for sick pay under this scheme (e.g. as in paragraph 3.4), the college will normally refund any charge made for such as statement.
- 4.9 The college may require an employee who is unable to work as a consequence of illness to submit to an examination by a medical practitioner nominated by the college. In such cases, the provisions of the Access to Medical Reports Act 1988 will apply. Any costs incurred in connection with such an examination will be met by the college.

## **5 ABSENCES DUE TO INJURY CAUSED BY ACCIDENTS**

- 5.1 No allowance will be payable under this scheme in the case of accidents due to active participation in sport as a profession, or where the absence arises from, or is attributable to, the employee's own misconduct.
- 5.2 An employee who is absent as a result of an accident, will not be eligible to receive occupational sick pay if damages might be receivable from a third party. However, the college may pay the employee in advance, the amount of which will not exceed any entitlement under this scheme, subject to the employee signing an undertaking that the total amount of the advance will be refunded, or, if the damages paid are less than this total, the actual amount of the damages received. Where such an advance is refunded in full, the absence will not be recorded for the purposes of this scheme. Where only part of the advance is refunded, the college will decide the length of the period of absence which should be recorded after consultation with the employee.

## **6 TERMINATION OR SUSPENSION OF ALLOWANCES**

- 6.1 The provisions of this scheme will cease to apply from the date on which an employee retires, whether by reason of permanent ill-health, infirmity of body or mind, or by reason of age.

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- 6.2 If the college becomes aware that an employee may have failed to comply with any requirement under this scheme, or that he/she is guilty of conduct which might prejudice recovery, the payment of occupational sick pay may be suspended. In such circumstances, the college will invite him/her to make any observations. The employee will be given the opportunity to put his/her case before any appropriate committee of the college or Senior Manager, as provided under the arrangements in place at the college. If it is decided that the employee has failed, without reasonable excuse, to fulfil the requirements of the scheme, or that he/she has been guilty of conduct prejudicial to recovery, then no further payments will be made in respect of that period of absence. The employee has the right to be represented by a representative of the recognised trade union.

## **7 DOCTORS APPOINTMENTS AND VISITS FROM THE COLLEGE**

- 7.1 The college may, at any time of an employee's sickness absence, require the employee to visit an independent medical practitioner. It is expected that there will be full cooperation between the employee's own doctor and the independent medical practitioner. The purpose of this appointment will be to determine how long the absence is likely to continue. The college may send an employee to visit him/her at home, acting in the capacity of 'Welfare Officer'. No visits will be made without a prior appointment having been agreed with the employee. During such welfare visits the employee has the right to be accompanied and/or represented by a representative of the recognised trade union.

## **8 SICKNESS DURING ANNUAL LEAVE**

- 8.1 An employee who falls sick during annual leave should be regarded as being on sick leave from the date of the medical certificate and further annual leave suspended from that date. Where an employee is absent, due to sickness, annual leave will accrue in the normal way. Please note that this does not apply to staff who are Silver Book postholders.
- 8.2 For the purposes of this clause, planned leave entitlement commences (1<sup>st</sup> September each year and concludes 31<sup>st</sup> August the following year).

## **9 EMPLOYEES WHO FALL SICK ABROAD**

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9.2 The following outlines the procedure for managing situations where employees are taken ill whilst abroad:

- The employee must give to the supervisor a contactable address or telex point through which communications can be directed.
- Statements to verify a certifiable period of illness should be obtained from a recognised medical practitioner or hospital consultant in the country in which the illness has occurred and this should be sent to the appropriate supervisor by the eighth day of absence and at regular intervals thereafter. A statement of fitness to work on the termination of the illness should also be obtained if the employee is still abroad at that time.
- If an employee returns to this country whilst still ill, s/he should immediately see his/her GP or hospital consultant for treatment and obtain another statement to verify the illness.
- In both cases mentioned above, the Corporation requires any medical reports made by the medical personnel in the country concerned, for inspection by the GP or hospital consultant.
- Where leave without pay is taken for holidays abroad, with or without the addition of paid annual leave, contracts of employment will be suspended for any illness occurring during the period of unpaid absence which will not come within the statutory sick pay scheme.
- Employees are advised that (particularly with regard to the last item above), arrangements have been made by the Department of Social Security for claimants to be paid sick pay when taken ill in EC countries but this does not apply anywhere else and they should ensure their holiday insurance covers them for such eventualities.
- All employers should ensure that the statutory sick pay procedure is carried out in full, as those who do not demonstrate every reasonable effort to comply with the requirements, will not be paid in accordance with sick pay provisions.

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## **SICK LEAVE AND SICK PAY SCHEME**

### **1 ALLOWANCES AND BENEFITS TO BE OFFSET AGAINST OCCUPATIONAL SICK PAY**

- 1.1 The following allowances will be offset against any entitlement to full pay (see paragraphs 3.4 and 3.5):
- The gross amount of Statutory Sick Pay receivable under the Social Security Contributions and Benefits Act 1992.
  - The amount of incapacity benefits and SSP receivable as defined under the National Insurance Acts and Regulations and the Social Security (Incapacity for Work) Act 1994.
  - Any amount received as a treatment allowance. The dependency element only of the treatment allowance will be deducted from sickness allowance. The employee will, therefore, be entitled to retain the personal element of the treatment allowance.
- 1.2 All employees are obliged to declare to the college their entitlement to any benefits. If the employee fails to do so, the college will be entitled to deduct the maximum such benefit obtainable.

### **2 ENTITLEMENTS FOR WIDOWED OR MARRIED WOMEN**

- 2.1 Where a widow or married woman has opted out of paying full National Insurance contributions, the amount taken into account when calculating her allowance under this scheme will be the amount equal to the total state benefit and SSP receivable had full contributions been paid.
- 2.2 In the case of the widow or a widowed mother, when calculating the amount of sick pay payable under this scheme, only those benefits which are additional to those which she receives when she is in normal full employment will be taken into account.

### **3 VICTIMS OF CRIMES OF VIOLENCE**

- 3.1 Where an employee is absent because of an injury which results in a payment from the Criminal Injuries Compensation Board, he/she will not be required to refund any sick pay received in accordance with this scheme.
- 3.2 Where an award has been made by the Compensation Board, the college may, at its discretion, discount the period of sick leave occasioned by the injury when calculating any future entitlement to sick pay under this scheme.
- 3.3 In exceptional cases where an employee is absent because of assault or serious injury (including industrial disease and accidents on duty) suffered during the course of his/her duty, the entitlement to full pay may be extended for a maximum period of nine months irrespective of length of service.

### **4 CONTACT WITH INFECTIOUS DISEASES**

- 4.1 An employee who is unable to attend work because of contact with an infectious disease must notify the college immediately.

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## SIGNATURES OF THE PARTIES TO THIS AGREEMENT

AoC .....

ACM .....

ATL .....

GMB .....

NATFHE .....

TGWU .....

UNISON .....

Date of Commencement of this Agreement

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