

## **Section 4: Sick Pay Scheme**

### **1. Leave of absence**

- 1.1. This section covers entitlement to sick pay and sick leave and the conditions to be fulfilled for those entitlements.

### **2. Sick leave and pay**

- 2.1. Provided the appropriate conditions are met, a teacher absent from duty because of illness (which includes injury or other disability) shall be entitled to receive in any one year sick pay as follows:

During the first year of service	Full pay for 25 working days and after completing four calendar months' service, half pay for 50 working days.
During the second year of service	Full pay for 50 working days and half pay for 50 working days.
During the third year of service	Full pay for 75 working days and half pay for 75 working days.
During the fourth and subsequent years of service	Full pay for 100 working days and half pay for 100 working days.

For the purpose of the sick pay scheme, 'service' includes all aggregated teaching service with one or more LA.

- 2.2. Each employer has discretion to exceed the minimum entitlement for sick leave and should review the position of teachers at an early opportunity and before their entitlements to paid sick leave expire.
- 2.3. For the purpose of this scheme, 'working days' means teaching and non-teaching days within 'directed time', as specified within the STPCD/STPC(W)D.

### **3. Sick pay**

- 3.1. Sick pay shall include, where appropriate, Statutory Sick Pay and shall not exceed the full (ordinary) pay of the teacher under the contract of employment.

#### **4. Sick leave year**

- 4.1. For the purpose of calculating a teacher's entitlement during a year under paragraph 2, a year is deemed to begin on 1 April and end on 31 March of the following year. Where a teacher starts service after 1 April in any year, the full entitlement for that year will be applicable. Where a teacher is on sick leave on 31 March in any year, no new entitlements shall begin until the teacher has resumed duty and the period from 1 April until the return to duty is regarded as part of the preceding year's entitlement for the purpose of this scheme. When a teacher moves to another employer, any sick pay paid during the current year by the previous employer shall be taken into account in calculating the amount and duration of sick pay payable by the new employer.

#### **5. Deductions from sick pay**

- 5.1. Full pay. Subject to paragraphs 6.1 and 7 below, where sick pay equals full pay, the amount of Employment and Support Allowance and/or equivalent social security payments or any treatment allowance received from the Department of Work and Pensions shall be deducted.
- 5.2. Half pay. Where sick pay is less than full pay, deductions shall be made only so far as is necessary to ensure that sick pay together with Employment and Support Allowance and/or equivalent social security payments do not exceed full (ordinary) pay.
- 5.3. Deductions equivalent to those in paragraphs 5.1 and 5.2 above shall be on the basis that the teacher is eligible to receive such benefits, payments or allowances whether or not they take the necessary steps to obtain them.
- 5.4. Deductions equivalent to those set out in paragraph 5.1 above shall be made from the sick pay of a teacher who is a married woman or a widow and has elected to pay reduced contributions under the terms of the Social Security Act 1975 and Social Security Contribution Regulations 1979, provided that, where a widow is in receipt of a widow's or widowed mother's allowance or widow's pension, regard should be paid in calculating the amount of sick pay only to such part of the national insurance benefit receivable as is in excess of the amount received by the teacher from the Department of Social Security in weeks of full normal employment.

#### **6. Termination of employment during a period of sick leave**

- 6.1. In the event of a teacher exhausting in part or full their entitlements under paragraph 2.1 above, and being given notice of the termination of their contract without returning to work on the ground of permanent incapacity or for some other reason related to the sickness absence, they shall be paid full salary for the notice period with normal deductions only.

## **7. School closure periods**

7.1. For the purpose of 2.1 above, two half school days shall be deemed to be equivalent to one working day. Whilst sickness during closure periods will not affect the period of a teacher's entitlements to sick leave under 2.1 above, it will be relevant so far as deduction of benefit is concerned. Thus, the same deductions applicable to a teacher in respect of sickness on working days will be applicable in respect of sickness during a closure period.

7.2. The rate of sick pay applicable to a teacher in respect of sickness during the closure of a school is the rate applicable to them on the last day before the closure. Where a teacher, therefore, is ill immediately preceding a closure period and:

they are on full sick pay	they shall continue on full sick pay, but the closure period is not counted against their entitlement under 2.1 above.
they are on half sick pay	they shall continue on half sick pay, but the closure period is not counted against their entitlement.
they have exhausted their sick pay entitlement and are not receiving any pay	they shall continue to receive no pay.

7.3. Where a teacher is either on half pay or is not receiving pay, they may be put back on full (ordinary) pay by the procedure in 7.4 below.

7.4. When a teacher is ill immediately preceding a closure of the school, and has exhausted their sick leave entitlement, or is on less than full pay, and recovers during the period of closure, such a teacher shall be deemed, for the purpose of calculating the amount of salary due, to have returned to duty on the day they are authorised medically fit to do so by means of a doctor's statement obtained for that purpose, provided they actually return to duty on the first day after the period of closure. Where a teacher in these circumstances does not return to duty on the first day after the period of closure, they shall refund such sum as the employer at their discretion may decide.

7.5. If, during the period of closure of a school, a teacher falls ill and becomes entitled to Statutory Sick Pay or becomes, or would become (but for election to be excepted from liability to pay contributions), entitled to claim any of the benefits referred to in sub-paragraph 5.1 above, it shall be their duty to notify the employer thereof (in accordance with sub-paragraph 8.1 below as if the days of closure were working days) so that the employer may either pay Statutory Sick Pay (where appropriate) or make the appropriate deductions.

## **8. Conditions**

- 8.1. A teacher shall not be entitled to sick pay unless:
- (a) notification is made to the employer as may be required, not later than the fourth working day of absence;
  - (b) a Fit Note is supplied not later than the eighth day of absence;
  - (c) a new Fit Note is supplied upon expiration of the current Fit Note;
  - (d) in the case of prolonged or frequent absence, the teacher undertakes any examination that the employer may require by an approved medical practitioner nominated by them, subject to the provisions of the Access to Medical Reports Act 1988 where applicable and the Data Protection Act 2018. The cost of the examination shall not be borne by the teacher. The teacher's own doctor may be present at such an examination at the teacher's request; or
  - (e) the teacher declares to the satisfaction of the employer their entitlement to benefits under the relevant Acts as well as any alteration in the entitlement to such benefits.
- 8.2. When a teacher enters hospital or a similar institution, a doctor's statement/Fit Note on entry or discharge shall be submitted in the place of periodic statements.

## **9. Absences arising from accidents, injury or assault at work**

- 9.1. In the case of absence due to accident, injury or assault attested by an approved medical practitioner to have arisen out of and in the course of the teacher's employment, including attendance for instruction at physical training or other classes organised or approved by the employer or participation in any extracurricular or voluntary activity connected with the school, full pay shall in all cases be allowed, such pay being treated as sick pay for the purposes of paragraphs 3 to 7.5 above, subject to the production of self-certificates/doctor's statement/Fit Note from the day of the accident, injury or assault up to the date of recovery, but not exceeding six calendar months.
- 9.2. Where a teacher is still absent due to accident, injury or assault after the initial six months' period, the question of any extension of payment under paragraph 9.1 shall be considered. In the event of no extension of leave being granted under paragraph 9.1, the teacher shall be entitled to normal sick leave and pay under the terms of paragraph 2.1 according to their length of service as prescribed by that paragraph.
- 9.3. Absence resulting from accidents, injuries or assaults referred to in sub-paragraph 9.1 shall not be reckoned against the teacher's entitlements under paragraph 2 above, though such absences are reckonable for entitlement to Statutory Sick Pay.
- 9.4. For the purpose of sub-paragraph 9.1, 'absence' shall include more than one period of absence arising out of a single accident, injury or assault.
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## **10. Contact with infectious diseases**

- 10.1. When the approved medical practitioner attests that there is evidence to show a reasonable probability that an absence was due to an infectious or contagious illness contracted directly in the course of the teacher's employment, full pay shall be allowed for such period of absence as may be authorised by the approved medical practitioner as being due to the illness, and such absence shall not be reckoned against the teacher's entitlement to sick leave under paragraph 2 above, though such absences are reckonable for entitlement to Statutory Sick Pay.
- 10.2. Where the absence is attested by the approved medical practitioner to be due to pulmonary tuberculosis and the teacher carries out an approved course of treatment, full salary shall be paid in respect of the first 12 calendar months of the period of absence after attestation, and further full or half-pay shall be allowed at the discretion of the employer.
- 10.3. A teacher residing in a house in which some other person is suffering from an infectious disease shall at once notify the employer and the teacher shall, if required, take such precautions as may be prescribed, provided that if in the opinion of the approved medical practitioner it is considered inadvisable, notwithstanding such precautions, for such teacher to attend duty, full pay shall be allowed during any enforced absence from duty, such pay being sick pay for the purpose of paragraphs 3 to 7.5 above. This provision will also apply where, in the opinion of an approved medical practitioner, it is inadvisable for a teacher to attend duty for precautionary reasons due to infectious disease in the workplace. The period of the absence under this paragraph shall not be reckoned against the teacher's entitlement to sick leave under paragraph 2 above, though such absences are reckonable for entitlements to Statutory Sick Pay.

## **11. Absences caused by negligence**

- 11.1. If the absence of the teacher is occasioned by the actionable negligence of a third party in respect of which damages are recoverable, they shall advise the employer forthwith and the employer may require the teacher to refund a sum equal to the aggregate of sick pay paid to them during the period of disability of such part thereof as is deemed appropriate, but not exceeding the amount of the damages recovered. In the event of the claim for damages being settled on a proportionate basis, the employer will require full details and will determine the actual proportion of sick pay to be refunded by the teacher.
- 11.2. If the employer, in consultation with the governing body as appropriate, is of the opinion that the disability which has occasioned the teacher's absence from work is due to their misconduct, or if the teacher has failed to observe the conditions of this scheme or has been guilty of conduct prejudicial to their recovery, the payment of any sick pay under the scheme may be suspended by the employer. In any such case, the employer shall inform the teacher of the grounds upon which the payment of sick pay has been suspended. The teacher will then be given the opportunity to submit their observations and to appear (accompanied by a representative if they so

wish) before the employer, or governing body, as appropriate. The employer, in consultation with the governing body as appropriate, will thereupon decide whether the disability was due to the conduct of the teacher or whether the teacher failed without reasonable cause to observe the conditions of the scheme, or has been guilty of conduct prejudicial to their recovery, in which case the teacher shall forfeit their right to any payment or further payment of sick pay in respect of that period of absence.

- 11.3. Sick pay shall not be paid in a case of accident due to active participation in sport as a profession unless the employer decides otherwise, though Statutory Sick Pay may be payable.