

**THE UNIVERSITY OF MANCHESTER**

**Supplementary Information on the Terms and Conditions of Employment in the Final Agreement**

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## 1. Introduction

This information supplements the Agreement for the Implementation of the JNCHES Framework Agreement for the Modernisation of Pay Structures at the University of Manchester

The terms and conditions set out below are effective from 1 September 2010 and replace and supersede all other existing agreements, arrangements and customs and practice. They have been negotiated with the University's recognised trade unions, namely The University and College Union (UCU), UNISON and UNITE.

They provide harmonised terms across all staff groups, which is important in providing equality to support the pay structure.

They do not incorporate or constitute the full scope of the terms and conditions of employment covered by the contract of employment.

## 2. Pay and Grading Structure

(a) The University pay and grading structure for grades 1 - 8 consists of 8 grades over a 54 point pay scale. This incorporates the national 51 point pay spine and adheres to the National Framework Agreement and the Memorandum of Understanding agreed with AUT (now UCU University Colleges Union).

(b) There are separate pay arrangements for Professors and Senior Managers at grade 9.

(c) To ensure equal pay for work of equal value, all roles are assigned to grades through job evaluation:

- using the Higher Education Role Analysis scheme (HERA) for Support and Academic-related roles,
- using the National Library of Academic Role Profiles (NLARP) for Research and Academic roles .

(d) Salary increases may be awarded by the University following national salary reviews by JNCHES (the Joint Negotiating Committee for Higher Education Staff). Salary awards are normally effective from 1<sup>st</sup> August.

Grade	Support	Academic-related	Research and Teachingfocussed	Research	Academic
8					

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7					
6					
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2					
1					

## 2.1. Pay on Appointment

(a) Appointments shall normally be made to the bottom point of the scale. An increment shall not be paid until a minimum of six months service in post at their current grade has been accrued, (i.e. employees must have been in post by 1 February, or the first working day in February). As such anyone with less than six months service in post as at 1 August shall not receive an increment until the following August. Thereafter pay shall increase by annual increments on 1 August of each year until the maximum point on scale is reached.

(b) The minimum entry point for Lecturer A (Teaching and Research) shall be grade 6 point 33, and there will be no impediment to progression of such staff to Lecturer B (grade 7) provided there is continued satisfactory performance.

## 2.2. Progression within Grade

(a) Pay shall increase by annual increments on 1 August of each year (subject exceptionally to established procedures for handling performance problems) until the maximum point on scale is reached. Once the maximum incremental point within grade is reached staff will remain on that point. Staff do not automatically progress to the contribution points (shaded incremental points) at the top of each grade.

(b) Incremental increases may be withheld in the event that a member of staff fails to demonstrate satisfactory conduct or service. This will only happen when the member of staff concerned is within a process designed to improve conduct or performance and has been warned that the withholding of an increment is a likely consequence of failure to improve.

(c) Individuals with a legacy incremental date of either 1 January or 1 October shall retain this date until such time as they change job, are re-graded or reach the top of the scale.

(d) The Reader scale shall extend through the contribution points of grade 8 up to and including point 54.

(e) Accelerated progression within grade shall be in accordance with the Recognising and Rewarding Exceptional Performance Policy.

### 2.3. Contribution Points

(a) There are a small number of incremental points at the top of each grade (shaded on the pay scale) which are awarded for exceptional performance. Usually this performance has been sustained for a period of at least 6 months and will be expected to continue for the foreseeable future, however, a one off payment is also available for exceptional work. Details and criteria are contained in the [Recognising and Rewarding Exceptional Performance Policy](#).

### 2.4. Progression Between Grades

(a) The University will help to identify and encourage individual development through the annual Performance and Development Review process. Opportunities for progression are also available to all staff through weekly advertised vacancies.

(b) For academic and research staff the progression between grades shall be in accordance with the [Promotion of Academics Policy](#).

(c) For support and academic-related staff progression between grades shall be in accordance with the [Re-grading Policy and Procedures](#).

### 2.5. Market Supplements

(a) From time to time external labour market conditions can produce a situation in which roles with scarce skills and expertise can command higher salaries than the maximum provided under the pay and grading scheme. In these exceptional circumstances, the University may, at its discretion, make additional payments to recruit and retain staff in accordance with the provisions of the [Market Pay Policy](#).

### 2.6. Pay Day

(a) Salaries are paid in arrears by credit transfer to staff bank or building society accounts at the following times:

Payment Method	Pay date
Monthly – end of month	penultimate working day of each month
Monthly – mid month	15 <sup>th</sup> of the month or the working day immediately before then if this falls on a bank holiday or weekend.
Weekly	Friday on a week in hand basis

(b) Weekly and mid month payrolls are not available for new starters.

## 3. Enhanced Rates of Pay

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- (a) Support staff in grades 1–5 may be eligible for the following enhanced payments.
- (b) Where more than one enhanced rate applies to the same hours, pay is calculated only on the highest unless otherwise stated, for example, payment will not be made for unsocial hours and overtime for the same hours.

**3.1. Overtime / Time off in Lieu**

<b>Staff Group</b>	<b>Eligibility</b>
Support Grades 1-5	time off in lieu at plain time or overtime payments
Academic, Academic-related and Research staff Grades 6–8, Research and Teaching-focused staff Grade 5	no entitlement to time off in lieu or overtime payments

- (a) All Support staff in grades 1-5 will receive payments for any additional hours worked at plain time rates (whatever day of the week they are worked on) until their hours exceed the standard hours of 35 hours per week. Any hours worked over 35 per week will be paid at the enhanced rates set out below or given in time off in lieu (TOIL).
- (b) Support staff in grades 1-5 may have payment or time off in lieu of overtime worked, subject to service needs. This will be agreed locally with management prior to overtime being worked.
- (c) All time off in lieu for eligible staff will be at plain time.
- (d) All overtime must be agreed in advance with management.
- (e) Where staff work additional time of less than 30 minutes, this will not qualify for overtime payment. If appropriate they will be given the time back by their Line Manager through a locally agreed flexible arrangement.
- (f) Overtime rates are as follows:

<b>Hours worked</b>	<b>Overtime Rate</b>
Any day - up to 35 hours/week	Plain
Monday - Saturday	Time and a half
Sundays	Double time
Bank Holidays and Closure Days	Double time

- (g) For Support staff in grades 1–5 working on shift rotas over 7 days, overtime on the first rest day worked shall be paid at time and a half and on the second rest day worked at double time, irrespective of the day of the week that it falls. Unless

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the first rest day falls on a Bank Holiday in which case it will be paid at double time.

- (h) Security staff have a local agreement that all overtime will be paid at 1.625, which is equivalent to the rates stated above.
- (i) Overtime will be calculated on the basic hourly rate not including shift allowance.
- (j) Staff in grades 6 and above, and Research-focused and Teaching-focused staff in grade 5 will not receive paid overtime or time off in lieu as they are required to work such hours as necessary for the discharge of their duties.

### 3.2. Working on Bank Holidays/Closure Days

- (a) The staffing levels required to cover Bank Holidays and Closure Days are determined by management.
- (b) Where Support staff are required to work on a Bank Holiday as part of their normal working week (ie. their contracted hours), in addition to their normal salary, they will be paid at plain time and receive time off in lieu for the hours actually worked.
- (c) Where Support staff are required to work on a Closure Day as part of their normal working week (ie. their contracted hours), in addition to their normal salary, they may be either paid at plain time or receive time off in lieu for the hours actually worked, subject to operational requirements, which will be determined locally by management.
- (d) Where Support staff agree to work overtime on a rest day which falls on a Bank Holiday or Closure Day, they will be paid at double time (see section 3.1(f)).

### 3.3. Shift Payments

- (a) All shift payments will be paid as a percentage of pay spine point 13.
- (b) Shift payments will be paid to Support staff in grades 1–5 in the following circumstances:

Shift type	Hours covered	Rate of pay
Permanent nights	22.00–08.00	33%
Alternating days and nights	24 hour rotating day and night shifts	18%
Alternating early and late shifts	pattern covers at least 07:00–22:00	11%
Flexible, where shift pattern covers 7 days a week	Variable rota covering any 5 out of 7 days including weekends	6%
Split shifts	Payment only for hours returning to work	6%

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- (c) All shift allowances except split shift allowance will be paid on all hours worked including contractual and voluntary overtime, (ie) shift allowance will be paid on the actual hours worked (eg. 8 hours), not on the number of hours at the enhanced overtime rate (eg. 8 hours at time and a half = 12 hours)
- (d) Split shift allowance is only paid for the hours which staff return to work to complete their shift. (eg.) Split shift of 8.00–12.00; 16.00–20.00. shift allowance will be paid on the 4 hours worked 16.00–20.00.

### 3.4. Unsocial Hours

- (a) Support Staff in grades 1–5 who are required to work part of their contracted hours outside of the normal working day (where shift payments are not applicable and provided that no other enhanced rate is paid for any part of the time worked), will be paid as follows:

<b>Contracted hours worked between:</b>	<b>Rate of pay</b>
20.00 – 22.00	Time and a fifth
22.00 – 6.00	Time and a third

### 3.5. Standby / Oncall

- (a) Employees in grades 1-8 who are on standby on a formal on-call rota may be paid for being on-call. Formal on call rotas require staff to be the named contact person covering a defined period of time, who is contactable by phone to deal with emergency situations, and is required to stay within reasonable traveling distance from the University should the need to attend the University premises arise.
- (b) Local negotiations will determine payment for such schemes, to take into account specific service requirements. Payments will be based on the principle of a basic standby payment plus payment for actual hours worked if required to attend work.
- (c) When staff are required to attend work during an on call period, they may require compensatory rest. The Human Resources teams will provide guidance in line with the Working Time Regulations.
- (d) An employee required to provide on call cover for a Bank Holiday will be given time off in lieu, subject to local determination.

## 4. Allowances

- (a) In some circumstances the University will make additional payments for undertaking specific duties. All applicable allowances are listed below.

### 4.1. Stand in Duty Allowance

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- (a) Applicable when Support staff in grades 1–4 are required to cover a specific role at a higher grade in circumstances where not to appoint a member of staff to cover would jeopardise health and safety or the efficiency of the service.
- (b) Staff must undertake the full duties of the job in the higher grade for the whole of a normal working day.
- (c) Payment will be at the minimum spine point of the higher grade and will not be pensionable.
- (d) This does not apply where there is a requirement to act as a deputy in the job description.

### **4.2. Acting Up (Responsibility) Allowance**

- (a) Applicable to all staff in grades 1–8, who are required to undertake a substantial amount or all of the duties of a job in a higher grade for a specified period of at least one month. Normally, this is due to the absence of the usual postholder who may be on maternity leave, long-term sick leave or secondment, or because the post is only available for a limited period of time.

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(b)

Where the full duties of the higher grade are performed, payment will be at the minimum spine point of the higher grade and will not be pensionable.

(c) Where a substantial proportion of the duties of the higher grade are performed, payment will be proportionate to the extent of the additional duties, based on the difference between the current point of scale of the individual and the minimum point of the higher grade and will not be pensionable. Once the difference in pay is established, this is multiplied by the percentage of duties being undertaken, to arrive at the additional sum to be paid.

(d) This does not apply where:

- there is a requirement to act as a deputy in the job description,
- the additional duties are arranged as part of a planned development opportunity,
- the duties are consistent with the current grade of the member of staff providing cover eg. a lecturer taking over the teaching responsibilities of a senior lecturer.

### 4.3. Exceptional Duty Allowance

(a) Where, in exceptional circumstances, support staff are required to carry out a one-off task which is beyond the reasonable requirements of the job description, they may be given an exceptional duty payment.

(b) This is a fixed payment which will be reviewed and determined annually.

(c) This allowance does not form part of the Recognising and Rewarding Exceptional Performance Policy.

## 5. Hours of Work

(a) The standard working week is as follows:

Staff group	Standard working hours
Support staff Grades 1-5	35 hours excluding meal breaks
Academic-related and Research staff Grades 6–8, Research and Teaching focused staff Grade 5	notional 35 hour week for grades 5-7, however, all staff are required to undertake such hours as necessary for the proper discharge of their duties
Academic staff Grades 6-8	staff are required to undertake such hours as necessary for the proper discharge of their duties.

(b) All working arrangements (ie.) the days of the week to be worked, the hours of work and start and finish times, will be determined locally in accordance with the service needs, and may vary to satisfy operational requirements and individual needs.

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(b) The number of hours to be worked each week can be scheduled to vary in order to meet service needs (eg.) between term-time and vacation, or over the period of a rota.

(c) All staff must adhere to the Working Time Regulations.

(d) Staffing needs are also considered through the [Flexible Working Policy](#)

### 5.1. Breaks

(a) The times and duration of breaks will be determined locally by Line Managers and are normally unpaid unless stated otherwise in the contract of employment.

(b) The scheduling of breaks must comply with the Working Time Regulations, for example, staff are expected to take at least 30 minutes lunch break each day.

### 6. Probation Periods

Staff group	Probation period	Notice required by either party during Probation Period
Support staff Grades 1-5	6 months	One week
Academic-related and Research staff Grades 6–8, Research and Teaching focused staff Grade 5	9 months	One calendar month
Academic staff Grades 6-8	4 years	3 calendar months

(a) On appointment staff will be required to attend any relevant mandatory course in order to successfully complete their probation. For example, all new lecturing staff are required to attend and complete the New Academics Programme.

(b) All staff will complete an Induction programme provided by their Line Manager and will receive additional support and training as deemed appropriate. The Line Manager will review the performance of staff at regular intervals during the probationary period.

(c) If employment is judged to be fully satisfactory the appointment will be confirmed.

(d) Alternatively, for Academic-related, Research and Support staff, the probation period may be extended for a maximum of up to 2 months beyond the probation periods set out above, but only when management believe performance can be improved to meet acceptable standards.

(e) If performance is judged to be unsatisfactory, the employment will be terminated with the appropriate notice. During the period of probation, the notice period may be varied by mutual agreement.

(f) The probationary period for Academic staff may be reduced where there is evidence of a successful comparable probation in another UK University.

## 7. Annual Leave Allowances

(a) The Annual leave year will run from 1<sup>st</sup> October to 30<sup>th</sup> September and staff joining or leaving through the year shall have a pro rata allowance for each complete calendar month worked, ie. staff are in employment on all the working days that month. The allowances are as follows:

Staff Group	Length of continuous service	Allowance
Support staff Grades 1– 5	0-5 years 5-10 years 10 years or more	23 days 26 days 27 days
Academic-related and Research staff Grades 6–8, Research and Teaching focused staff Grade 5	All staff	29 days
Academic staff Grades 6-8	All staff	A reasonable amount which must not be less than the statutory entitlement to 28 days

(c) Support Grades 1-5 allowances are based on continuous service with the University though this may be varied by local discretion for new entrants in exceptional circumstances. Additional annual leave for long service will be awarded in the leave year commencing 1<sup>st</sup> October following the completion of 5 or 10 years service.

(d) Part-time staff will receive the same annual leave allowance pro rata to their contracted hours per week.

(e) Staff on term time only or annualised hours contracts will receive the same annual leave allowance pro rata to their contracted hours per year.

(f) Local arrangements set out the amount of notice staff are required to give when requesting annual leave.

(g) All annual leave must be agreed in advance with the Line Manager, who will make every effort to accommodate requests dependant on operational needs.

(h) Employees may carry forward up to five days (ie. their contracted hours for one week) unused leave into the next leave year with the prior agreement of their Line Manager.

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(i) Payment for untaken annual leave will not be made except where an employee ends their employment with the University during the leave year and the University has not allowed the employee to take their leave for operational reasons.

(j) Guidance notes on how to calculate annual leave and an on-line calculator, are available on StaffNet – [annual leave](#).

### **7.1. Accrual of Annual Leave during Periods of Absence**

(a) Annual leave may be accrued during some periods of absence from work as set out in the following table (more detailed guidance is contained in the relevant policies):

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Type of absence	Accrual of annual leave	Accrual of Bank Holidays and Closure days
Paid sick leave	Yes	No
Unpaid Sick Leave	Yes	No
Special Leave (paid)	Yes	No
Career Break or Extended Special Leave (unpaid)	No	No
Ordinary Maternity/Adoption Leave	Yes	Yes
Additional Maternity/Adoption Leave	Yes	Yes
Paternity Leave (paid)	Yes	Yes

## 7.2. Bank Holidays

(a) All full-time staff will be given the day off with pay for each of the 8 Public and Statutory (Bank) Holidays that fall within the period of their employment. These are as follows:

New Years Day	Spring Bank Holiday
Good Friday	Late Summer Holiday
Easter Monday	Christmas Day
May Day	Boxing Day

(b) Part-time staff will be given a proportion of the Bank Holidays that fall within the period of their employment, pro rata to their contracted hours irrespective of whether the Bank Holiday falls on one of their working days. [Guidance notes](#) on how to calculate annual leave, Bank Holidays and Closure Days are available on StaffNet.

(c) Staff will not receive pay for Bank Holidays if they are absent from work without permission on the normal working day preceding or following these days.

(d) Staff who are required to work on these days as overtime or as part of their standard contracted hours will be paid at enhanced rates (see sections 3.1 and 3.2). Staffing levels on Bank Holidays are determined by management in accordance with service needs.

## 7.3. Closure Days

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(a) The University usually closes for 4 days over the Christmas and New Year period. The actual dates are decided each year and may vary. Staff in employment on these days will be given the days off with pay. This additional leave cannot be taken at any other time except where staff are required to work their contracted hours on these days, in which case they may be given the time off in lieu (see section 3.2).

(b)

Part-time staff in employment on these days will be given a proportion of the Closure Days pro rata to their contracted hours. [Guidance notes](#) on how to calculate annual leave, Bank Holidays and Closure Days are available on StaffNet.

(c) Staff will not receive pay for Closure Days if they are absent from work without permission on the normal working day preceding or following these days.

(d) Staff who are required to work on these days as overtime or as part of their standard contracted hours may be paid at enhanced rates (see sections 3.1 and 3.2).

(e) Staffing levels on Closure Days are determined by management in accordance with service needs.

### **8. Long Service Awards**

(a) The University values the loyalty of its employees and the Faculties and Directorates are encouraged to mark individuals contributions to the University.

(b) Staff who will reach 25 or 40 years continuous service with the University of Manchester, (which may include continuous service with either of the legacy institutions), will receive either gift vouchers worth £400 or 5 additional days of annual leave (pro rata for part-time staff).

(c) Additional annual leave must be taken within 12 months of the date of their anniversary and cannot be paid instead.

(d) There is no retrospection of awards for staff reaching 25 or 40 years service in the legacy institutions.

### **9. Pension Schemes**

(a) All staff employed within Grades 1-5 with the exception of grade 5 research focussed staff and grade 5 teaching-focussed staff will be eligible to join the University of Manchester Superannuation Scheme (UMSS).

(b) All staff employed within Grades 6-8 together with grade 5 research-focussed staff and grade 5 teaching-focussed staff will be eligible to join the Universities Superannuation Scheme (USS).

(c) Staff will automatically be enrolled in the appropriate scheme unless they complete the relevant non joiner form.

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(d) There is a contracting out certificate in force in respect of both schemes for the State Second Pension (S2P). As a result of being contracted out of S2P, staff pay reduced national insurance contributions (NICs).

(e) Staff who choose not to be a member of UMSS or USS will pay the full rate of NICs.

(f) A member of staff who joins the University and is employed in the medical area with immediate prior membership of the NHSPS, may apply to continue earning benefits in that scheme in lieu of joining the appropriate University pension arrangement.

### **10. Pre-Retirement leave**

(a) From 1 January 2014 new pre-retirement leave arrangements came into effect as set out below. These replace all previous arrangements.

(b) A member of staff who retires at age 55 or over, will be able to take preretirement leave during their final months leading up to the retirement date to support the transition from work to retirement.

(c) Pre-retirement leave is only available to staff who confirm in writing that they intend to retire. It is not available to a member of staff who is:

- going to draw their pension and return to a different role in the University
- taking flexible retirement (i.e. drawing some earned pension whilst continuing to work for the University).

(d) Leave is calculated on the basis of 1 day for each 2 years of continuous service at the date of retirement, up to a maximum of 6 days. However, this will be earned at the rate of 1 day for each complete month of notice given in writing.

(d) This amount is calculated pro rata to contracted hours for part-time staff and staff working shifts.

(e) Requests to take pre-retirement leave must be approved by the line manager:

- leave cannot be taken in one block
- leave cannot be used to bring forward the date of retirement
- leave cannot be exchanged for payment, (i.e. will not be paid in lieu if it has not been taken before the leaving date)

(f) In addition staff may also take up to a maximum of 2 days to:

- Attend pre-retirement workshops provided in house by the University (unless they have previously attended a similar course within 2 years of the retirement date) -
- Attend appointments with the University Pensions Office

(g) These additional 2 days can only be used as set out in (f) above and cannot be taken as leave or exchanged for payment.

**11. Retirement**

- (a) From 1<sup>st</sup> October 2011 the University no longer has a fixed retirement age.
- (b) Staff may wish to discuss their preferences with regard to retirement with their Line Manager and explore the options available, although they are under no obligation to do so.
- (c) Staff should give their Line Manager as much notice as possible of their intended retirement date, as a minimum they must give their contractual notice period.

## 12. Notice periods

- (a) Unless otherwise stipulated in the contract of employment the following notice periods are required to terminate employment:

Staff group	Notice required by the employee	Notice required by the University
Support staff Grades 1–5	4 weeks	4 weeks notice for the first four years of service. Plus one additional weeks' notice for each year's service up to a maximum of 12 weeks notice at 12 years service
Academic-related and Research staff Grades 6–8, Research and Teaching focused staff Grade 5	3 calendar months	3 calendar months
Academic staff Grades 6–8	3 calendar months	3 calendar months

- (b) Staff employed prior to 1<sup>st</sup> October 2005 on contracts with different notice periods, will retain their existing notice period until they change posts, for example through re-grading, promotion, redeployment or voluntary application for another job.
- (c) Staff must provide notice of leaving in writing to their Line Manager.
- (d) The University reserves the right to pay an employee in lieu of notice, or to enforce their contractual notice period where it is in the operational interests of the University.
- (e) The appointment of any employee may be terminated summarily without notice in the case of gross misconduct.

## 13. Statutes & Ordinances

- (a) All staff in grades 6–8 together with research and teaching-focussed staff at grade 5 are subject to the Statutes and Ordinances of the University of Manchester. These set out how the University is governed and provide a framework for dealing with certain employment issues, for example in respect of discipline and grievance, probation periods, etc. These can be found on the StaffNet – [Ordinances](#).

## 14. Medical examinations

- (a) The University may, throughout the course of the employment, seek medical advice from Occupational Health on the fitness of staff to perform their duties.

(b) All employees must attend referrals to Occupational Health or any other medical professional deemed appropriate by Occupational Health, for the purpose of assessing fitness to perform their duties. Failure to do so without a good and valid reason will be treated as a disciplinary matter.

## **15. Sick pay**

(a) In the event of staff being unable to attend work due to sickness or injury, they may be eligible to receive either Statutory Sick Pay (the Government scheme), and/or Occupational Sick Pay (the University scheme).

(b) All staff will be supported in accordance with the University's Management of [Sickness Absence Policy and Procedures](#).

### **15.1. Statutory Sick Pay**

(a) This is provided by the Government and is payable from the 1<sup>st</sup> full day of absence for a period of up to 28 weeks. It is a set amount which is included in full pay when off sick but is paid in addition to half pay.

(b) Further details and current rates of statutory sick pay can be found on the Government website at:

<http://www.direct.gov.uk/en/Employment/Employees/Sicknessabsence/index.htm>

### **15.2. Occupational Sick Pay**

#### **15.2.1. Conditions**

(a) The University provides occupational sick pay to staff who are absent due to illness or injury as set out below, subject to the following conditions:

1. All staff, if requested by the University, shall give details of any past or current illness to the Occupation Health Physician and, where considered appropriate by the physician, shall undergo a medical examination at the University's expense.

2. All employees must attend referrals to Occupational Health or any other medical professional deemed appropriate by Occupational Health, for the purpose of assessing fitness to perform their duties.

3. All staff are required to follow the correct reporting procedures and keep their Line Manager informed of the likely duration of the absence in line with procedures outlined in the Management of Sickness Absence Policy and Procedures.

4. All employees are required to provide a self certificate from the first day of any absence and to provide a medical statement ("fit note") for any absence of 8 calendar days or more. These must be provided in accordance with the Management of Sickness Absence Policy and Procedures, and local department instructions. Misuse

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of, and/or failure to follow, certification procedures will be subject to the University's disciplinary procedures. [Self certification forms](#) can be obtained from StaffNet.

### 15.2.2. Payment

(a) Occupational sick pay for all staff is based on continuous service with the University.

During a "rolling" 12 month period the allowance is as follows:

Length of service	Allowance
0 - 3 months	1 months' full pay
3 - 12 months	2 Months' full pay followed by 2 months' half pay
1 - 3 years	3 months' full pay followed by 3 months' half pay
More than 3 years	6 months' full pay followed by 6 months' half pay

(b) The amount of sick pay due is calculated by deducting, from the above amounts, any periods of sick pay received during the 12 months immediately preceding the first day of absence.

(c) The full pay allowance is the equivalent of the employee's contractual pay, inclusive of any:

[1] Statutory Sick Pay;

[2] State sickness benefits;

[3] compensation payments under the Workmen's Compensation Acts and/or the Employers' Liability Acts;

[4] any payments under any Acts amending, altering or affecting those Acts or at Common Law;

(d) The half pay allowance is equivalent to half the employee's contractual pay plus any payments in respect of 1-4 above. However, this may not exceed normal weekly pay, and will be reduced accordingly.

### 15.2.3. Contact with infectious diseases

(a) An employee who is capable of working but who is deemed by the Occupational Health department to be unable to work because of contact with infectious disease will be entitled to full pay if applicable.

(b) Any period of absence for this reason will not count as part of the employee's entitlement to sick pay allowance as set out above.

### 15.2.4. Misconduct and Injury

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- (a) An employee is not entitled to Occupational Sick Pay, except at the discretion of the University, where absence on the grounds of sickness is due to or attributable to:
- an employee's own misconduct, or
  - injury whilst working in his or her own time on his or her own account or for another employer for private gain.

### **15.2.5. Accident - third party claim**

- (a) An employee who is absent as a result of an accident is not entitled to Occupational sick pay if he/she may receive damages from a third party. However, the University may, having regard to the circumstances of the case, advance a sum not exceeding the amount provided under this scheme, subject to the employee's agreement to refund all or some of it (as dictated by the University) from any damages received.
- (b) The requirement to refund allowances from damages received does not extend to any sum awarded by the Criminal Injuries Compensation Authority.

### **16. Death in service**

- (a) In the event of death in service the University will pay a death-in-service grant. This will be paid at the University's discretion and in accordance with [Death in Service Policy](#). This grant is not dependant on staff being a member of the University pension schemes.