



## CITY OF LEICESTER EDUCATION COMMITTEE

*Regulations governing payment of allowances to Teachers during periods of absence from duty owing to illness, injury or other disability, adopted by the Education Committee on 10th October, 1949, and amended on 14th September, 1953, 8th February, 1954 and 9th March, 1959.*

### **1. Application and Commencement of Scheme.**

The scheme shall apply to all full-time and part-time teachers employed on a permanent basis and shall operate as from the tenth day of October 1949.

### **2. Scale of Allowances.**

Subject to the provisions of this scheme a teacher absent from duty owing to his illness (which term is deemed to include injury or other disability) shall be entitled to receive in any period of one year an allowance in accordance with the following scale :

During the first year of service: Full pay for 23 working days and after completing four calendar months' service, half pay for 46 working days.

During the second year of service: Full pay for 46 working days and half pay for 46 working days.

During the third and any subsequent year of service: Full pay for 69 working days and half pay for 69 working days.

This scale is to be regarded as a minimum and the Local Education Authority have discretion to extend its application in any individual case.

### **3. Calculation of Allowances.**

- (a) Allowances payable under this scheme to any teacher shall not exceed the sum (if any) by which the amount of benefits, allowances and payments referred to in the following subparagraph falls short of his full pay.

- (b) For the purpose of calculating the allowances payable under Clause 2, the year shall be deemed to begin on April 1st of each year and end on March 31st of the following year. Provided that, in the case of a teacher whose service commences on a date other than April 1st, such service shall be deemed, for the purpose of this scheme, to have commenced on the preceding April 1st, subject to the completion of four calendar months' actual service before half-pay can be claimed, and provided also that in the case of a teacher who is absent owing to illness on March 31st of any year, such teacher shall not be entitled to a fresh allowance in respect of the following year until he has resumed teaching duty, the period from April 1st until the return to duty being deemed to be part of the preceding year for the purpose of this scheme. In the case of a teacher transferred from the service of one Local Education Authority to that of another any sick pay paid during the current year by the previous Authority shall be taken into account in calculating the amount and duration of sick pay by the new Authority.
- (c) For the purpose of Clause 2 "service" means recognised teaching service<sup>(1)</sup> with any Local Education Authority and such other teaching service as the Local Education Authority may approve.
- (d) The following deductions shall be made from an allowance equal to full<sup>(2)</sup> pay:
- (i) The amount of sickness benefit receivable<sup>(3)</sup> under the National Insurance Act, 1946.

Provided, however, that in any case where sickness benefit is, or may subsequently prove to have been, receivable in respect of the first three days of any sickness, the amount of benefit receivable shall be deducted from such pay only if such benefit has in fact been received in respect of any such period of three days.

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- (1) Forms of equivalent service, e.g., war service, are not included in this expression.
- (2) Deductions will also be made from allowances less than full pay if a teacher would otherwise, with the benefits receivable in respect of insurance under the National Insurance Act, 1946, become entitled to an amount exceeding the sum of his full pay.
- (3) The deduction will be made if the teacher is eligible to receive the benefit, whether or not he takes the necessary steps to obtain it. Whilst sickness during School holidays will not affect the period of a teacher's entitlement to sick pay allowance under Clause 2 it will be relevant so far as deduction of benefit is concerned (see paragraph 3 (h)).

- (ii) The amount of injury benefit <sup>(4)</sup> under the National Insurance (Industrial Injuries) Act, 1946.
- (iii) Compensation payments under the Workmen's Compensation Acts where the right to compensation arises in respect of an accident sustained before July 5th, 1948.
- (iv) The dependency element (but not the disability element) of any treatment allowance received from the Ministry of Pensions.
- (e) Deductions equivalent to those set out in paragraph (d) of this clause shall be made from the sick pay of a married woman teacher who has elected to be excepted from liability to pay contributions under the National Insurance Act, 1946.
- (f) For the purpose of Clause 2, two half school-days shall be deemed to be equivalent to one working day.
- (g) When a teacher is ill immediately preceding a closure of the school and has exhausted his sick pay allowances, or is on less than full <sup>(5)</sup> pay and recovers during the period of the closure, such teacher may, at the discretion of the Local Education Authority, be deemed, for the purpose of calculating the amount of salary due, to have returned to duty on the day he obtains a certificate that he is fit to return to school and provided he actually returns to school on the first day after the period of closure.
- (h) If, during closure of a school, a teacher becomes or would, but for election to be excepted from liability to pay contributions, become, entitled to claim any of the benefits referred to in sub paragraphs (i) to (iv) of paragraph (d) of this clause, it shall be his duty to notify the Local Education Authority thereof and of the period of such entitlement, so that the Authority may make the deductions provided for in paragraph (d) above.

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(4) But not disablement benefit.

(5) The rate of sick pay applicable to a teacher in respect of sickness during closure of a school is the rate applicable to him on the last day before the closure. Thus, where a teacher is ill immediately preceding a school holiday and

(a) he is on full sick pay, he continues on full sick pay, but the closure period is not counted against his entitlement under Clause 2;

(b) he is on half sick pay, he continues on half sick pay, but the closure period is not counted against his entitlement;

(c) he has exhausted his sick pay entitlement and is not receiving any pay, he continues to receive no pay. In the case of (b) and (c) the teacher may be put back on full (ordinary) pay by the procedure under Clause 3 (g).

#### 4. Conditions.

- (a) For the purposes of this scheme a teacher shall be under an obligation to declare<sup>(6)</sup> to the satisfaction of the Local Education Authority his entitlement to benefit under the foregoing Acts and any subsequent alteration in the circumstances on which such entitlement is based, in default of which the Authority shall be entitled to determine the benefit by reference to the maximum benefit obtainable.
- (b) A teacher who is absent for more than three school days owing to personal illness shall submit such medical certificates as the Local Education Authority in its discretion shall require, provided that medical certificates shall not be required, save in special circumstances, more frequently than on the fourth day of absence, at the end of each month of absence and on return to duty<sup>(7)</sup>. In the case of a prolonged absence a teacher may be required at any time to submit to examination by the School Medical Officer or such other medical practitioner as may be nominated by the Local Education Authority for the purpose. The private medical attendant of the teacher may be present at such examination on the teacher's request.
- (c) A teacher entering a hospital or similar institution shall submit a medical certificate on entry and on discharge in substitute for periodic certificates.
- (d) In the case of absence due to accident certified by the School Medical or other appropriate Officer 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 L.E.A., full salary shall in all cases be allowed, subject to the production of the usual medical certificates, from the day of the accident up to the date of recovery, but not exceeding six calendar months. In the event of the absence continuing beyond that period, the case shall be reconsidered and half pay be allowed for a further period of six calendar months, at the discretion of the

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(6) The Committee will require no more than is sufficient to enable them to satisfy themselves as to the total amount of the entitlement to benefit and the production of the Ministry of National Insurance benefit notification (B.S.12) will suffice.

(7) It should be clearly understood that the fact that Saturday may not be a "working day" does not relieve the teacher of the responsibility of obtaining a certificate on that day if he has been absent on the Wednesday, Thursday and Friday, since Saturday is a day in respect of which national sickness benefit is payable.

Authority. Absence resulting from such accidents shall not be taken into account in calculating the sick-pay allowance in respect of any subsequent period of absence.

- (e) When the School Medical Officer certifies that there is evidence to show a reasonable probability that an absence due to an infectious or contagious illness was contracted directly in the course of the teacher's employment, full pay shall be allowed for such period of absence as may be certified by the School Medical Officer to be due to the illness and such absence shall not be counted against the teacher in calculating any future sick-pay under this scheme.
- (f) Where the absence is certified by the School Medical Officer 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 twelve calendar months of the period of absence after certification and further full or half pay shall be allowed at the discretion of the Authority.
- (g) A teacher residing in a house in which some other person is suffering from an infectious disease shall at once notify the head teacher, who shall in turn notify the Chief Education Officer and the teacher shall, if required, take such precautions as may be prescribed, provided that if in the opinion of the School Medical Officer it is considered inadvisable, notwithstanding such precautions, for such teacher to attend duty, full pay shall be allowed during any enforced absence from duty.
- (h) A married woman teacher shall be required to give the Authority three calendar months' previous notification of the date of her expected confinement. She may be required to absent herself from school for such period before the anticipated date of confinement, not exceeding three calendar months and for such period thereafter not exceeding three calendar months and on such conditions as to salary (if any) as the Authority may determine.
- (i) If the absence of the teacher is occasioned by the actionable negligence of a third party in respect of which damages are recoverable, he shall advise the Local Education Authority forthwith and it shall be competent to the Authority to require the teacher to refund a sum equal to the aggregate of

the allowances paid to him during the period of disability or 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 Authority will require full details and will determine the actual proportion of the salary to be refunded by the teacher.

- (j) If the Local Education Authority are of opinion that the disability which has occasioned the teacher's absence from work is due to his misconduct, or if the teacher has failed to observe the conditions of this scheme, or has been guilty of conduct prejudicial to his recovery, the payment of any allowance under the scheme may be suspended by the Authority, provided that in any such case the Authority shall inform the teacher of the grounds upon which the payment of the allowance has been suspended and afford him an opportunity of submitting his observations thereon and at his request of appearing and at his option of being represented before the Education Committee or its appropriate Sub-Committee. If the Education Committee thereupon decide that the disability was due to the misconduct of the teacher, or that he has failed without reasonable cause to observe the conditions of the scheme, or has been guilty of conduct prejudicial to his recovery, then the teacher shall forfeit his right to any payment or further payment of allowance in respect of that period of absence.
- (k) An allowance shall not be paid in a case of accident due to active participation in sport as a profession unless the Local Education Authority by resolution decide otherwise.

#### **5. Safeguarding of Existing Staff.**

No teacher shall be affected prejudicially in relation to existing conditions by the adoption of this scheme.

#### **6. Reference Committee.**

The Secretaries of the County Councils Association, Association of Municipal Corporations, Association of Education Committees, National Union of Teachers and Joint Committee of the Four Secondary Associations shall be constituted a Reference Committee for the purpose of advising upon the interpretation of any of the foregoing regulations subject to the advice so given being reported for ratification to the constituent bodies.

ELFED THOMAS,  
*Director of Education,*