



UNIVERSITY OF
LINCOLN

Industrial Action Policy

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1. Overview

1.1 If an individual participates in industrial action of any form, then this constitutes a breach of contract as the employee will fail to do some or all of the work for which they receive remuneration.

1.2 There is no obligation on an employer to pay an employee who fails to undertake some, or all of their duties and The University of Lincoln has the right to withhold pay from any employee taking part in strike action and action short of strike.

1.3 Industrial action can take two forms:

- Full strike action
This is defined as an employee's refusal to undertake normal duties due to participation in industrial action
- Action short of strike (partial performance)
This is defined as an employee's refusal to undertake some of their normal duties whilst remaining willing to perform other normal duties

1.4 There will be fair and equal treatment of all employees in the event of strike action and action short of strike at the University of Lincoln.

2. Scope

All members of staff working at the University of Lincoln.

3. Withholding of Pay

3.1 In the event of strike action being taken, the University will withhold 1/365th of the annual salary for each employee for each day of strike action taken. For any individuals who are on an annualised or fractional contract, their full time salary will be multiplied by their full time equivalent (FTE) and 1/365th (5 days x 52 weeks) will be calculated from that figure.

3.2 In the case of hourly paid employees, or any employee who submits a timesheet for any hours worked, in the event that they wish to strike, no claim should be submitted for that day. This will not affect the individual's pay if they are not due to work on the proposed date.

4. Interaction with Leave

4.1 Annual leave will not normally be granted during the period of time impacted by strike action.

4.2 Where annual leave has been approved prior to strike action and an individual participates in industrial action, the annual leave will be cancelled and pay withheld in line with the above guidance.

5. Salary Sacrifice Arrangements

Where a salary sacrifice deduction is being made, and the individual partakes in strike action the full salary will be taken into account when calculating the amount of pay to be withheld.

6. Partial Performance during Action Short of Strike

6.1 This occurs where employees take action short of strike which amounts to partial performance, i.e., refusing to undertake their full contractual duties. If the employee refuses to undertake duties which in the past have been undertaken this can also be industrial action if the intention is to cause disruption to the University day-to-day workings.

6.2 The University reserves the right to deduct one day's pay for each day that a member of staff participates in ASOS, at a daily rate of 1/365th of an employee's annual salary, and to continue to withhold pay until the employee resumes their contractual duties in full. If the employee has a salary sacrifice arrangement in place, the notional salary will be used for calculating the deduction.

6.3 The University reserves the right during a period of partial performance to instruct the employee to perform no duties at all until such time that they are in a position to resume full duties. Pay will be withheld in full until such a time that the industrial action ends, or the employee resumes normal duties.

6.4 The University may assess the impact of partial performance across all participating employees, or it may choose to assess the impact of action by groups of employees or by an individual employee. In the event that the University decides to assess the impact across different groups or by individual employees, the proportion of pay withheld may vary by group or individual.

7. Resumption of Normal Working

7.1 The University will withhold pay from an employee participating in industrial action until the industrial action comes to an end, or the employee formally notifies the University in writing of the date that they ceased to participate.

7.2 The University will not repay any salary withheld from an employee who has participated in industrial action.

8. Pension Arrangements

8.1 Any employee who participates in strike action is in breach of their contract. They will be in receipt of no pay for the day(s). As a direct consequence of their own action, scheme members are not covered by their pension schemes for the period of strike. i.e. the day(s) are not part of their pensionable service and will be counted as a day's loss of pay due to strike.

8.2 It is the responsibility of the scheme member to determine the implications of strike action and action short of strike upon the benefits of their pension scheme membership.

9. Summary

9.1 If an employee participates in strike action then they must inform their employer. A day's pay calculated as shown above will be deducted from the next available payment run. This will be itemised separately on the payslip.

9.2 During this time, they are in breach of their contract and will not be covered by their pension scheme. It is imperative that the individual has separate cover for the other benefits that their pension membership entitles them to.

10. Interaction of Strike Action with University Pension Schemes

10.1 University Superannuation Scheme (USS members)

Overview

If assumed to be on strike, a day's pay will be lost based upon the calculation of 1/365th of the employee's full time equivalent (FTE).

If contributions are not paid in full for each day of industrial action then such days would be treated as days of "suspended membership" with loss of service.

Contributions

In the event that the University of Lincoln **does not** wish to pay employer contributions as normal during the period of absence, USS will need to be notified of the names of all individual members.

However, if **both** employee **and** employer **agree** to pay the contributions in full as normal for the day, there will be no difference to the employee's membership. A day's pay will be deducted but pension contributions will be made as normal by both the employee and employer. Death in service cover will not be affected as membership is continuous.

If the employee wishes to pay pension contributions for the proposed days of strike action, confirmation of this will need to be made to the University of Lincoln in writing as soon as possible in order for the correct pay adjustment to be made. A day's pay

will still be deducted for each day of strike action, and the employee will be required to pay their normal contribution rate, at the rates set by USS scheme rules.

It would be the University of Lincoln's decision which route would be taken. In previous strike action, the University has opted not to pay the employer's contributions, but has given the employee the option to pay both employee and employer contributions providing the individuals concerned give adequate written notice of this.

Partial Withdrawal

If the member is classed as having partially withdrawn their services for this day(s) i.e. 80%, then the member would still continue to be treated as an active member, and would therefore be eligible for death in service benefits assuming contributions are taken for the day(s). However, if the employer does not pay contributions for the day and the member has only paid for example 80% of their normal contributions, then the death service benefit would be calculated at 80% of the usual amount.

University Responsibility

To ensure correct guidelines are issued regarding the payment of employee and employer contributions, written notification is to be obtained from individuals if employees are permitted to top up their contributions. If the day's strike is without employee and employer contributions, the University will notify USS to reflect the members strike action.

Scheme Rules

Available at www.uss.co.uk/

10.2 Teachers' Pensions (TP members)

Overview

The scheme rules are simpler with the Teachers' Pensions scheme.

Contributions

If an employee has provided information that they are to participate in strike action, a day's pay will be lost at 1/365th based upon the employees FTE.

The employee will be **out** of the Teachers' Pension Scheme for the relevant strike period. Death in service cover remains in place for that day.

This scheme does not allow pension contributions to be paid during the absence. Therefore no contributions are due from either the employee or the employer.

Reporting

The pension submission will need to show the total number of days strike action, and will need to be adjusted to show the gaps for the dates during strike.

Scheme Rules

Available at www.teacherspensions.co.uk

10.3 Local Government Pension Scheme (LGPS)

Overview

Absence from duty due to strike action for one or more completed days (based on the individual's FTE) is treated in the same way as any other unpaid, unauthorised absence if the service does not count in any way for pension purposes for LGPS.

Contributions

An employee can choose whether to pay the cost of providing the full LGPS membership for the strike period. The payment will attract full tax relief in the same way as normal contributions.

If the employee elects to buy back lost pension, the period of absence will count as membership in the LGPS. No employer contributions are due in respect of this period.

If an employee elects to buy back the membership that was lost whilst being on strike, the university will write to the member with the details of the cost of doing so.

The member remains covered by the death in service benefit.

Reporting

The LGPS require a list of all employees taking part in the strike action day regardless of if they elect to pay the contribution amount.

Scheme Rules

Available at www.lgpsmember.org

10.4 Additional Voluntary Contributions (AVCs)

Overview

The employee can arrange to continue to make AVC payments throughout the strike period for LGPS, TPS, and USS. If the AVC is arranged for extra life cover, then the

employee must be made aware that they have to continue the payments throughout the unpaid period.

Prudential Additional Voluntary Contributions

If an employee is paying into the Prudential AVCs the following will apply:

- If the monthly amount is fixed, there will be no change to this amount for the day's strike action
- If the amount is a percentage of the gross pay, this will reduce the amount paid in that month by the employee. If they wish to receive advice on if they can top up their missing amount (which will be minimal) the contact number (in Belfast) is 0845 070 007

Scheme Rules

Available at www.pru.co.uk

11. Code of Practice, Picketing

Guidance on picketing for employers, workers or members of the public who may be affected by a picket or any associated activities can be viewed here

<https://www.gov.uk/government/publications/code-of-practice-picketing>

Industrial Action Policy

Owner	Last Reviewed
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