

CHANGE TO LOCAL TERMS AND CONDITIONS REGARDING SICKNESS ENTITLEMENT AND CONTINUOUS SERVICE

1. RECOMMENDATIONS

- 1.1 That HR Committee support the proposal to recognise continuous service when calculating sickness entitlement.

2. INTRODUCTION

- 2.1 As part of the councils current Local Terms and Conditions previous continuous service with another associated employer is not taken into account when we calculate entitlement to sickness payments.

3. BACKGROUND

- 3.1 Our current Terms and Conditions state that only NFDC service counts towards sickness entitlement.
- 3.2 The current contracts of employment state the following:

Please note only NFDC service counts towards qualifying service for occupational sickness pay.

| Sickness absence during: | Full Pay | Half Pay |
|---|-----------------|-----------------|
| 1st 3 months of service | None | None |
| Between 4 and 6 months of service | 1 week | None |
| After 6 months of service | 1 week | 2 weeks |
| 2nd year of service | 2 months | 2 months |
| 3rd year of service | 4 months | 4 months |
| 4th + 5th years of service | 5 months | 5 months |
| After 5 years of service | 6 months | 6 months |

4. ISSUES FOR CONSIDERATION

- 4.1 The NJC guidance on this issue is that continuous service with an employer covered under the Modification Orders should be taken into account.
- 4.2 We are out of step with our neighbouring authorities on this issue – most of whom follow the NJC guidance.
- 4.3 Recruitment is becoming more of a challenge and there is a need to ensure that we remain competitive.
- 4.4 We have a robust probation policy. All employees are subject to a six month probation and any issues that arise relating to sickness absence are picked up and managed during the probationary period.
- 4.5 We also have a clear and robust sickness policy. Alerts are sent through the ITrent system when sickness triggers are met and managers work with HR to invoke the correct supportive process.

5. CONCLUSIONS

5.1 This change will mean that we would be following the NJC guidance on how continuous service should be treated in relation to sickness entitlement.

6. FINANCIAL IMPLICATIONS

6.1 The change will enable employees to be in receipt of sickness entitlement payments that were previously unavailable to them.

6.2 However, this is not expected to be of significant cost to the authority, if indeed any.

7. CRIME & DISORDER IMPLICATIONS

7.1 There are none

8. ENVIRONMENTAL IMPLICATIONS

8.1 There are none

9. EQUALITY & DIVERSITY IMPLICATIONS

9.1 Those with known disabilities will be dealt with sensitively through the sickness procedure.

9.2 Absences which relate directly to a disability such as attendance at follow up appointments may be discounted when considering whether a sickness trigger has been met. HR will advise managers in this regard.

10. DATA PROTECTION IMPLICATIONS

10.1 There would be no changes in this regard.

11. EMT COMMENTS

11.1 EMT were happy to support the proposal recognising that there is a need to remain competitive in the current recruitment climate.

12. EMPLOYEE SIDE COMMENTS

12.1 Employee Side were supportive of the proposal.

For further information contact:

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Background Papers:

None