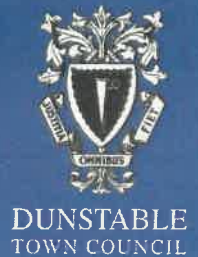


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E-mail: info@dunstable.gov.uk
Website: www.dunstable.gov.uk

David Ashlee Town Clerk and Chief Executive

Your Ref.
Our Ref. **DA/RS**

Date: 12 October 2018

Dear Councillor

Could you please note that a meeting of the Personnel Sub-Committee will be held in the Council Chamber, Grove House, High Street North, Dunstable on **18 October 2018 at 7.00 pm** when the following business will be transacted.

AGENDA

1. Apologies for Absence
2. Specific Declarations of Interest
3. Quarterly Staff Award Scheme – see page 1 (and separate enclosure for Members of the Sub-Committee)
4. Review of the Council's Standard Terms and Conditions of Employment and Sickness Policy – see page 2.

Yours faithfully

David Ashlee
Town Clerk and Chief Executive

To: Members of Personnel Sub-Committee

Councillors Peter Hollick, Liz Jones, John Kane, Claire Meakins, Pat Staples and Nigel Warren and other Members of the Council for information.

DUNSTABLE TOWN COUNCIL**PERSONNEL SUB-COMMITTEE****THURSDAY 18 OCTOBER 2018****STAFF QUARTERLY AWARD SCHEME**

Purpose of Report: The purpose of this report is to present to members the nominations received for the 2nd quarter staff awards scheme 2018/19.

1. ACTION RECOMMENDED

1.1 That members determine the recipient of the 2nd quarter staff award.

2. NOMINATED STAFF

2.1 There have been seven nominations for the 2nd quarter of 2018/19.

Nichola Hart – Duty Manager, Creasey Park Community Football Centre – Nichola has been nominated for the way in which she proactively expresses her ideas for service developments and for her enthusiasm for self-development and taking on extra training.

Reiham Atwa – Bar and Catering Assistant, Creasey Park Community Football Centre and Splashside Café – Reiham has been nominated for her 'can do' attitude to her work, her professionalism and her attitude to excellent customer care.

Lisa Vincent – Events and Marketing Officer – Lisa has been nominated for the excellent way in which she has managed and delivered this year's events programme, arguably the Council's best year to date.

Amy Radford – Bar and Catering Assistant, Creasey Park Community Football Centre and Splashside Café – Amy has been nominated for her diligent and committed attitude to her work, especially during the very busy Dunstable Town Football Club tournament weekend.

Sandy Coyle, Community and Young People's Services Manager

Edward King, Senior Community and Young People's Officer

Jack Adams-Rimmer, Neighbourhood Development Officer – Have been jointly nominated for the role each of them played in organising and delivering the excellent Summer Activities programme for young people this summer including how they were able to re-organise events at the last minute due to inclement weather.

3. AUTHOR

3.1 David Ashlee – Town Clerk and Chief Executive
david.ashlee@dunstable.gov.uk

DUNSTABLE TOWN COUNCIL

PERSONNEL SUB-COMMITTEE

THURSDAY 18 OCTOBER 2018

**REVIEW OF STANDARD TERMS AND CONDITIONS OF EMPLOYMENT AND STAFF
SICKNESS POLICY**

Purpose of Report: The purpose of this report is to note the review of the Council's Standard Terms and Conditions of Employment and Sickness Policy.
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1. ACTION RECOMMENDED

- 1.1 That members of the Sub-Committee recommend to the Finance and General Purposes Committee the adoption of the proposed new contractual Standard Terms and Conditions of Employment as submitted at appendix 1 of this report.

2. BACKGROUND INFORMATION

- 2.1 At the meeting of this Committee in April 2018, Members were advised that work was in progress with the Council's Consultant HR Advisors, Croner, to review the current standard contract of employment and the content of the staff handbook.
- 2.2 The National Joint Council for Local Government Services also published the Revised National Agreement on Pay and Conditions of Service in May of this year.

3 CONTRACT DOCUMENTATION

- 3.1 The current Standard Terms and Conditions of Employment is attached as Appendix 1.
- 3.2 The revised Statement of Terms and Conditions as prepared by Croner in accordance with Employment law is attached at Appendix 2.
- 3.3 Members will note that the revised Statement is broadly in line with the current version but with considerably more detail in paragraphs 1 to 13 and 15 to 16.
- 3.4 Paragraphs 14 and 17 to 22 are additional conditions, which Croner have recommended.
- 3.5 It is intended to provide all staff with a new Statement of Terms and Conditions as now revised to ensure equity between new and existing staff.
- 3.6 The contract documentation refers to a number of policies contained within the staff handbook. Work is continuing on the review of all policies for inclusion in the handbook and full details of all policies will be submitted to a future meeting of Finance and General Purposes Committee.

4. STAFF SICKNESS POLICY

- 4.1 The Council's Sickness policy was last reviewed by Personnel Sub-Committee in January 2016.
- 4.2 The revised Statement of Terms and Conditions makes more detailed reference to the sickness scheme and policy. In advance of submitting the completed revised handbook, this policy is attached at Appendix 3.
- 4.3 The revised policy clarifies the procedure for absence reporting and incorporates the details of the sickness scheme in accordance with the NJC. The policy also now includes reference for attending medical appointments and access to medical records which were previously contained in other policy documentation.

5. APPENDICES

Appendix 1 – Current Statement of Terms and Conditions of Employment
Appendix 2 - Revised Statement of Terms and Conditions of Employment
Appendix 3 – DTC Sickness Policy and Procedure

6. AUTHOR

- 6.1 Rosemary O'Sullivan rosemary.osullivan@dunstable.gov.uk

Delete/Amend as appropriate

DATE

NAME

STATEMENT OF TERMS AND CONDITIONS

1. **Introduction**

This Statement is given to you as required by the Employment Rights Act 1996, and sets out the particulars of main terms of employment under which you are employed by Dunstable Town Council (the employer referred to as the "Council" or "Authority").

Your employment is on the terms and conditions agreed nationally between representatives of both union and employers and contained in the National Agreement on Pay and Conditions of Service of the National Joint Council for Local Government Services, as amended from time to time, subject to any conditions specified in this Statement.

Where Living Wage applies

Your pay will be aligned to the "Living Wage" as dictated by the Living Wage Foundation. Any increase in the hourly rate is determined by the Living Wage Foundation in November each year and such sums will be paid from April of the following year

A copy of the NJC Conditions of Service is available for inspection at all the Council's operational bases. The Council will ensure that any further changes in the terms and conditions of employment will be entered into the appropriate record within one month of the change.

2. **Annual Leave**

Holiday on full pay is as stated in the NJC Conditions of Service. The leave year runs from 1st April to 31st March. Entitlement is dependent upon continuous service in local government and is as follows:

Less than 5 years' service	26 days
5-10 years' service	30 days
10 or more years' service	32 days

Pro rata to part time hours.

In addition, you will receive public holidays with pay in each year.

3. **Pension**

As a new Local Government employee, you will automatically become a member of the Local Government Pension Scheme. The Scheme is provided by Bedfordshire Pension Fund and all information relating the Local Government Pension Scheme can be found on their website at www.bedspensionfund.org You can choose to opt out of the scheme but it is important that you notify the Head of Finance and Support Services as soon as possible who will provide the necessary opt-out form for completion. Based on your starting salary, your contribution rate will be **5.5%**.

4. **Sickness Absence**

Sickness payments are made in accordance with the NJC Conditions of Service. In the event of absence through sickness you are required to co-operate in the maintenance of necessary records and should follow the steps laid down in the procedure for reporting sickness which can be found in the staff handbook.

5. **Period of Notice**

At least **one month's** written notice is required on either side to terminate your employment, but you may be entitled to longer notice dependent upon length of service and this is set out in the NJC Conditions of Service.

6. **Disciplinary and Grievance**

The rules regarding disciplinary and grievance are set out in the Disciplinary and Grievance Procedure which can be found in the staff handbook. If you have a grievance relating to your employment, or if you are dissatisfied with any disciplinary decisions relating to you, you should follow the steps laid down in the Disciplinary and Grievance Procedure.

7. **Job Title**

You are employed in the service of this Authority and your appointment is to the post of

The Council may from time to time wish to amend your job description and you may at any time be requested to undertake additional or other duties as necessary to meet the requirements of the Council, subject to appropriate consultation.

8. **Salary**

You will be paid on DTC Pay Grade **F**, SCP **14-18**, commencing at **£XXX** per annum (**£XXX** per hour) payable monthly.

Where Living Wage applies

*Your pay will be aligned to the "Living Wage" as dictated by the Living Wage Foundation currently **£XXX** per hour. Any increase in the hourly rate is determined by the Living Wage Foundation in November each year and such sums will be paid from April of the following year*

The salary will be paid by direct credit to your Bank, Trustee Savings Bank, Building Society or Post Office Giro account.

9. **Place of Work**

Your place of work will be or such other place of employment in the Authority's service as may be required.

10. **Length of Service**

Your employment with this Authority dates from **DATE** and no employment with a previous employer counts as part of your continuous period of employment with this Authority. However, previous service with other local authorities may count for certain purposes as specified in the NJC Conditions of Service.

11. **Probationary Period**

For all new employees confirmation of appointment will be subject to a six **months/weeks** probationary period which has been completed.

The appointment is subject to satisfactory references, satisfactory medical report and satisfactory clearance documents.

12. **Hours of Work**

You are required to work **37** hours per week.

You may be required to work in the evenings and at weekends as specified in the Job Description, in which case overtime may be paid or time off in lieu may be taken in accordance with the needs of the Council, as set out in the staff handbook.

13. **Health and Safety**

Dunstable Town Council recognises its legal obligations under the Health and Safety at Work, etc. Act 1974 to provide appropriate health and safety training and to ensure safe and healthy premises for all employees and visitors. Employees are expected to co-operate with management on health and safety matters, take care of their own health and safety, the health and safety of others and not to interfere with or misuse anything provided for health and safety purposes.

A copy of the Health and Safety Policy can be found in the staff hand book.

D Ashlee
Town Clerk and Chief Executive

I accept the appointment on the terms and conditions stated.

Signed:

Date:

PRINT ON HEADED PAPER
Delete/Amend as appropriate

DATE

NAME

STATEMENT OF TERMS AND CONDITIONS

1. Introduction

This Statement is given to you as required by the Employment Rights Act 1996, and sets out the particulars of main terms of employment under which you are employed by Dunstable Town Council (the employer referred to as the "Council" or "Authority").

Your employment is on the terms and conditions agreed nationally between representatives of both union and employers and contained in the National Agreement on Pay and Conditions of Service of the National Joint Council for Local Government Services, as amended from time to time, subject to any conditions specified in this Statement.

Where living wages applies:

Your pay will be aligned to the "Living Wage" as dictated by the Living Wage Foundation. Any increase in the hourly rate is determined by the Living Wage Foundation in November each year and such sums will be paid from April of the following year.

A copy of the NJC Conditions of Service is available for inspection at all the Council's operational bases. The Council will ensure that any further changes in the terms and conditions of employment will be entered into the appropriate record within one month of the change.

2. Annual Leave

Holiday on full pay is as stated in the NJC Conditions of Service. The leave year runs from 1st April to 31st March. Entitlement is dependent upon continuous service in local government and is as follows:

Less than 5 years' service (24, 26 or 28)
5-10 years' service 30 days
10 or more years' service 32 days

In addition, you will receive public holidays with pay during the term of the appointment.

Part time employees will receive holiday entitlement, including bank holidays, on a pro-rata basis.

New starters will accrue annual holidays on the basis of 1/12th of the annual entitlement for each month of service in the holiday year.

Payment for holidays will be at your normal rate of pay.

All annual holidays must have prior approval and authorisation. The Council will respond as soon as possible to your request for holiday. No responsibility will be accepted for monies lost as a consequence of your failure to follow this procedure.

It is only in exceptional circumstances and by mutual agreement that unused holiday may be carried forward to the following leave year. This will be on the approval of Town Clerk and Chief Executive to a maximum of 5 days.

Should you fall sick prior to or during pre-booked annual holidays there is no entitlement to take those holidays on another occasion unless the Sickness Notification Procedure has been followed and a Statement of Fitness for Work is provided.

Employees accrue holiday entitlement during Maternity/Adoption/Paternity/Shared Parental/Parental Leave periods.

Upon termination of your employment, payment will normally be made for all unused accrued holiday entitlement. If you have taken more annual holiday entitlement than you have accrued during the holiday year, the balance will be deducted from any outstanding pay. Payment for holidays in these circumstances will be made on a pro-rata basis to your normal working days and your service in the current holiday year.

Where termination of your employment is due to gross misconduct or where the full contractual notice period is not served and worked, unused holiday pay will not be paid, apart from any payment required to meet the statutory minimum holiday obligations.

During your notice period, the Council reserves the right to decide on the dates on which some or all of your outstanding holiday entitlement may be taken.

The content of these clauses does not affect your statutory holiday entitlement under the Working Time Regulations 1998 (as amended).

3. **Pension**

The Council operates a pension scheme that meets the requirements of automatic enrolment. Subject to meeting the requirements of the scheme, you will be automatically be enrolled in the Local Government Pension Scheme provided by the Bedfordshire Pension Fund and all information can be found on their website at www.bedspensionfund.org

Further details (including the right to opt-out) are available from the Head of Finance and Support Services. If you do opt-out we may periodically enrol you into the scheme as required by legislation, but we will contact you with the details at that time.

4. **Sickness Absence**

Sickness payments are made in accordance with the NJC Conditions of Service. In the event of absence through sickness you are required to co-operate in the maintenance of necessary records and should follow the steps laid down in the procedure for reporting sickness which can be found in the staff handbook.

The qualifying days for Statutory Sick Pay purposes are your normal working days.

All payments made include SSP.

As with SSP, the notification procedure must be followed in order to qualify for payment.

If you are absent from work due to injury or illness caused by a third party, any payments made by the Council as sickness payment will be classed as a loan; this will be repayable to the Council by you if compensation for loss of earnings is recovered from the third party.

At any time during employment, the Council reserves the right to require you to undertake a medical examination by a GP and/or Specialist appointed by the Council.

Eligibility for sickness payment will not prevent the Council from terminating your employment prior to the expiry of the above maximum benefits.

5. **Period of Notice**

At least **one month's** written notice is required on either side to terminate your employment, but you may be entitled to longer notice dependent upon length of service and this is set out in the NJC Conditions of Service.

By mutual agreement, these notice periods may be waived.

The Council has the right to terminate your employment without notice or payment in lieu of notice in the case of gross misconduct.

The Council reserves the right to require you not to carry out your duties or attend your place of work during the period of notice. In such circumstances, you will however, be expected to be available during working hours should the Council require this.

6. **Grievance Procedure**

If you wish to raise any grievance relating to your employment, you should do so with your line Manager. Further details of the grievance procedure are set out in the Staff Handbook.

7. **Disciplinary Procedure**

The Council's rules and the disciplinary procedure are shown in the Staff Handbook. It is your responsibility to familiarise yourself with these.

8. **Appeal Procedure**

If you are dissatisfied with any disciplinary decision taken against you, you have the right to appeal which should be sent to the Town Clerk and Chief Executive. Further details of the appeal procedure are set out in the Staff Handbook.

9. **Job Title**

You are employed in the service of this Authority and your appointment is to the post of **Designation**

OR

You are employed as for a fixed term of which will end on Either party may terminate this employment within this period by giving the notice detailed in the Notice section.

OR

You are employed as for a fixed term which will continue until the (COMPLETE – task/project) is completed which is expected to end on Either party may terminate this employment within this period by giving the notice detailed in the Notice section.

OR

You are employed as for a fixed term to provide cover during a period of COMPLETE – Absence/Statutory Leave) which will end on Either party may terminate this employment within this period by giving the notice detailed in the Notice section.

The Council may from time to time wish to amend your job description and you may at any time be requested to undertake additional or other duties as necessary to meet the requirements of the Council, subject to appropriate consultation.

10. **Salary**

You will be paid on NJC Salary Scale X (SCP X) £15,882 per annum, pro rata to 4 month contract (£xxxx per hour) payable monthly.

Where living wages applies:

You will be paid on the Living Wage as dictated by the Living Wage Foundation, currently £8.75 per hour.

The salary will be paid by direct credit to your Bank, Trustee Savings Bank, Building Society or Post Office Giro account.

The Council has the right to deduct from your pay, or otherwise to require repayment by other means, any sum which you owe to the Council including, without limitation, any overpayment of pay or expenses, loans made to you by the Council, or any other item identified in this Statement and/or the Employee Handbook as being repayable by you to the Council.

If you are prevented from attending your place of work and/or performing your job duties as a result of Police bail conditions, or because of an order or direction given by a Court or relevant regulatory body, then the duration of any such period will be without pay.

11. **Place of Work**

Your place of work will be LOCATION or such other place of employment in the Authority's service as may be required .

The Council does not anticipate a requirement for you to work outside the United Kingdom.

12. **Length of Service**

Your employment with this Authority dates from DATE and no employment with a previous employer counts as part of your continuous period of employment with this Authority.

OR

Your employment with this Authority under this contract will commence OR commenced on

However, previous service with other local authorities (Specify Previous) may count for certain purposes as specified in the NJC Conditions of Service. Your period of continuous employment began on DATE

13. **Probationary Period**

For all new employees confirmation of appointment will be subject to a six month/week probationary period which will involve monthly assessment of progress.

The appointment is subject to satisfactory references, satisfactory medical report and satisfactory clearance documents.

14. **Permission to work in the UK**

Where you have a time limit on your right to work in the UK the Council will repeat document checks as and when required by law.

If you have a current or pending application or appeal you must:

Keep the Council up to date with any current or pending Immigration Applications or Appeal.

Provide the Council with copies of correspondence from UK Visas and Immigration (UKVI) relating to Applications or Appeals such as acknowledgement letters or invitations for Biometric Scanning.

Provide the Council with a copy of your Leave to Remain Biometric card or other such document provided by the UKVI.

Inform the Council on a 3 monthly basis if your application or appeal is not completed.

15. **Hours of Work**

You are required to work 37 hours per week.

The Council reserves the right to vary the times of working in line with business requirements

You may be required to work in the evenings and at weekends as specified in the Job Description, in which case overtime may be paid or time off in lieu may be taken in accordance with the needs of the Council, as set out in the staff handbook.

16. **Health and Safety**

Dunstable Town Council recognises its legal obligations under the Health and Safety at Work, etc. Act 1974 to provide appropriate health and safety training and to ensure safe and healthy premises for all employees and visitors. Employees are expected to co-operate with management on health and safety matters, take care of their own health and safety, the health and safety of others and not to interfere with or misuse anything provided for health and safety purposes.

A copy of the Health and Safety Policy can be found in the staff handbook.

17. **Other Employment**

You are required to devote the whole of your time, attention and abilities during your hours of work to your duties with the Council and may not undertake any other work during this time.

You may not without the prior consent of the Council (which will not be unreasonably withheld) engage in any business or employment which is similar to or competitive with the business of the Council, or which could be considered to impair your ability to act at all times in the best interests of the Council, outside your hours of work for the Council.

If you do engage in any other employment, you must notify the Council in writing of hours worked elsewhere to enable the Council to comply with its statutory obligations.

18. **Confidentiality**

You must not disclose any secrets or other information of a confidential nature relating to the Council or its business, or in respect of any obligation of confidence which the Council owes to any third party, during or after your employment except in the proper course of your employment or as required by law.

Any documents or tangible items which belong to the Council or which contain any confidential information must not be removed from the Council's premises at any time without proper authorisation, and must be returned to the Council upon request and, in any event, upon the termination of your employment.

If requested by the Council, all confidential information, other documents and tangible items which contain or refer to any confidential information, and which are in your possession or under your control, must be deleted or destroyed.

19. **Exclusion of Third Party Rights**

This Statement does not create any right enforceable by any person not a party to it.

20. **Monitoring of Personal Communications**

You should be aware that the Council may monitor, intercept or record all communications received or made via the Council's telephone system or any other system including e-mail and internet usage. Full guidance is given in the Staff Handbook as to what is acceptable computer/telephone usage. Monitoring may be conducted by any member of management but will be for work-related purposes only.

21. **Data Protection**

The Council has developed guidelines, which are set out in the Employee Handbook, for the processing of personal data to meet the requirements of current legislation; the Council may change these guidelines at any time at its discretion. The Council will keep personal information on you and disclose such information when required in accordance with the Employee Handbook. The processing of information which is held about yourself is necessary for the performance of your employment contract.

22. **CCTV**

It is brought to your attention that the Council operates CCTV at some of its premises for security and monitoring purposes.

The Council reserves the right to view and monitor CCTV footage for work-related purposes.

Declaration

I acknowledge receipt of this Statement and confirm that I have read the Statement and the Employee Handbook, which set out the principal rules, policies and procedures relating to my employment.

For the purpose of the application of statutory holiday entitlement under the Working Time Regulations, I agree that the holiday section of this Statement will be held to be a "relevant agreement".

I understand that copies of the Council's Policies and Procedures are kept in the offices of all work locations.

Signed by the Employee

Name (Print)

Date

Signed on behalf of the Council

Name (Print)

Date

D Ashlee
Town Clerk and Chief Executive



Absence Reporting

As soon as you are absent from work you are required to contact your immediate Line Manager or Head of Service, or if not possible another Head of Service, either personally or, if necessary, through a relative or friend. Contact must be made by way of a telephone conversation. A text message may be sent for the purposes of alerting your Line Manager to your absence prior to your normal start time. This must be followed up by a telephone conversation with your Line Manager within a reasonable time period, as determined by your Head of Service, giving reasons for your absence and stating how long the absence is likely to last.

If absence continues beyond three days you should again contact your immediate Line Manager or Head of Service to inform him/her about your situation. If absence continues for more than 7 days (including Sunday) you must obtain a Statement of Fitness for Work and send it to your Head of Service.

You may also be required to provide a Statement of Fitness for Work for shorter periods of absence immediately before or after an annual or bank/public holiday, or where repeated absence is a cause for concern.

On your return to work you must complete a Self-Certification Form for the whole period of absence. Forms are available from your Line Manager.

The Line Manager must notify the Head of Service as soon as they are notified of absence due to sick leave. They must also ensure the Self-Certification Form is completed on the day of return to work. At that time the immediate Line Manager must also conduct a Return to Work interview and complete the required form in the presence of the employee, which is to be submitted to the Head of Service immediately.

In cases where a Statement of Fitness for Work has covered a period of more than 14 days or where more than one Statement has been necessary, the Council reserves the right to request a letter from the doctor confirming fitness to resume duties or to refer you to an Occupational Health consultant, the cost of which would be met by the Council.

In the event that you fall sick during the period of annual leave, you will be regarded as being on sick leave from the date of a Statement of Fitness to Work and further annual leave will be suspended from that date. All normal reporting procedures apply.

The Head of Service must notify the Head of Finance and Support Services of absences due to sick leave as soon as notification received and forward all relevant forms immediately on receipt. Any delay in notification will affect payroll administration and sickness payments.

Sick Pay

Sick pay will be paid in accordance with the NJC National Agreement Sickness Scheme, as follows:

- 1) The scheme is intended to supplement Statutory Sick Pay and Employment and Support Allowance (previously Incapacity Benefit) so as to maintain normal pay during defined periods of absence on account of sickness, disease, accident or assault.
- 2) Absence in respect of normal sickness is entirely separate from absence through industrial disease, accident or assault arising out of or in the course of employment with a local authority. Periods of absence in respect of one shall not be set off against the other for the purpose of calculating entitlements under the scheme
- 3) Employees are entitled to receive sick pay for the following periods:

During 1st year of service:	1 month's full pay and (after completing 4 months service) 2 months half pay
During 2nd year of service	2 months full pay and 2 months half pay
During 3rd year of service	4 months full pay and 4 months half pay
During 4th and 5th year of service	5 months full pay and 5 months half pay
After 5 years of service	6 months full pay and 6 months half pay

Authorities shall have discretion to extend the period of sick pay in exceptional cases.

- 4) The period during which sick pay shall be paid, and the rate of sick pay, in respect of any period of absence shall be calculated by deducting from the employee's entitlement on the first day the aggregate of periods of paid absence during the twelve months immediately preceding the first day of absence.
- 5) In the case of full pay periods, sick pay will be an amount which when added to Statutory Sick Pay and Employment and Support Allowance receivable will secure the equivalent of normal pay.
- 6) In the case of half pay periods, sick pay will be an amount equal to half normal earnings plus an amount equivalent to Statutory Sick Pay and Employment and Support Allowance receivable, so long as the total does not exceed normal pay.
- 7) Normal pay includes all earnings that would be paid during a period of normal working, but excluding any payments not made on a regular basis.
- 8) The Employment and Support Allowance or equivalent social security benefits to be taken into account for the calculation of sick pay are those to which an employee is entitled on the basis that the employee has satisfied so far as is possible:

- (i) the conditions for the reporting of sickness as required by the authority;
- (ii) the claiming of benefits
- (ii) the obligation to declare any entitlement to benefits and any subsequent changes in circumstances affecting such entitlement.

- 9) An employee who is prevented from attending work because of contact with infectious disease shall be entitled to receive normal pay. The period of absence on this account shall not be reckoned against the employee's entitlements under this scheme.
10. If an employee abuses the sickness scheme or is absent on account of sickness due or attributable to deliberate conduct prejudicial to recovery or the employee's own misconduct or neglect or active participation in professional sport or injury while working in the employee's own time on their own account for private gain or for another employer sick pay may be suspended. The authority shall advise the employee of the grounds for suspension and the employee shall have a right of appeal to the appropriate committee of the authority. If the authority decide that the grounds were justified then the employee shall forfeit the right to any further payment in respect of that period of absence. Repeated abuse of the sickness scheme should be dealt with under the disciplinary procedure

If you are absent due to sickness during the course of disciplinary proceedings or during investigations into alleged breaches of rules, procedures or contractual obligations, you will not be entitled to sickness payment from the Council (other than SSP).

If you are absent from work due to injury or illness caused by a third party, any payments made by the Council as sickness payment will be classed as a loan; this will be repayable to the Council by you if compensation for loss of earnings is recovered from the third party.

If you are on paid suspension and become unfit for work or unable to attend any necessary meetings due to sickness your suspension may be lifted. If your suspension is lifted, you may no longer be entitled to full pay or sickness payment from the Council other than SSP.

At any time during employment, the Council reserves the right to require you to undertake a medical examination by a GP and/or Specialist appointed by the Council.

Return to Work Interviews

Having regard to its duty of care to its employees, the Council may complete a return to work interview after any sickness absence. This will ensure that you are fit for work and whether you anticipate any further absence relating to your illness. This will also give you an opportunity to discuss any concerns you may have regarding your illness with your Line Manager.

Disciplinary Action

Failure to follow the reporting procedure as set out above may result in sick pay being delayed or withheld and action under the Disciplinary Procedure being taken.

If you have been absent due to sickness and are found not to have been genuinely ill, you may be subject to action under the Disciplinary Procedure, which could include dismissal.

Appointments

You are normally expected to ensure that appointments to visit the doctor, dentist, hospital, etc. are made in your own time and outside normal working hours. In the event that this is not reasonably practicable, time off work will be permitted to attend such appointments, providing that the appointment is substantiated with an appointment card (if requested), and the timing of the appointment causes as little disruption as possible, i.e. at the beginning or end of the working day.

In the above cases, employees may take time off during core time and will be credited with a maximum of two hours. Any time taken in excess of this should be debited from their flexible time or normal working hours.

Medical treatment, which is required to last for a whole day, or renders the employee unfit to return to work, should be counted as sick leave.

Access to Medical Records

In certain circumstances it may be necessary for the Council to obtain a Medical Report from your Doctor/Specialist/Occupational Health in order to establish:

- the reason for and likely duration of absence
- when you will be able to return to work, and whether the problem will recur
- what, if any, treatment is being prescribed
- whether you can carry out all the duties of the job, and
- what, if any, reasonable adjustments are recommended

This will enable the Council to plan workloads. It is in the interests of both yourself and the Council to establish, with the benefit of expert medical opinion, your ability to work. You have certain rights under the Access to Medical Reports Act 1988.

Your Doctor/Specialist/Occupational Health cannot submit the report to the Council without your consent. You may withhold consent to the report being sought or can request to see the report prior to it being forwarded to the Council.

If you indicate that you wish to see the report in advance, the Council will inform you when the Doctor/Specialist/Occupational Health has been written to, and the Doctor/Specialist/Occupational Health will also be notified that you wish to see the report. You then have 21 days to contact the Doctor/Specialist/Occupational Health regarding arrangements to see the report.

Should you indicate that you do not wish to see the report before the Council, you still have the right to write to the Doctor/Specialist/Occupational Health if the report has not been provided to the Council, and you have 21 days to contact the Doctor/Specialist/Occupational Health regarding arrangements to see the report. You have the right to ask the Doctor/Specialist/Occupational Health for a copy of the report for up to 6 months after it has been supplied. (There may be a charge for this.)

You may ask the Doctor/Specialist/Occupational Health to amend any part of the report which you consider to be incorrect or misleading. If the Doctor/Specialist/Occupational Health is not in agreement, you may attach a statement of your views with the report. If the Doctor/Specialist/Occupational Health thinks that you or others would be harmed by the report, or any part of the report, it can be withheld from you.

No decision will be made that could affect your employment without careful consideration of all the circumstances.

Where the Council wishes to obtain a medical report, you will be asked for your written consent. Should you withhold such consent the Council will take a decision regarding your continuing employment without the benefit of medical opinion.