



COLNE TOWN COUNCIL

Employee Terms and Conditions

Prepared by: Naomi Crewe, Town Clerk
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1 Policy

- 1.1 Colne Town Council is committed to providing value for money services for the residents of Colne.
- 1.2 Other than those who may be transferred under formal Transfer of Undertakings (TUPE) arrangements, all existing and future employees, regardless of the position held within the organisation, will, apart from the initial remuneration level agreed for each role, be subject to the same Terms and Conditions of employment.
- 1.3 Such Terms and Conditions of employment will be kept under regular review in order to ensure that staffing resource has the right mix of skills, experience, qualifications and knowledge necessary to perform their role at a high level of performance.
- 1.4 All aspects of Employment Terms and Conditions are decided by the Finance, Employment & Services Committee, under delegated authority from Full Council.
- 1.5 Where not specified below, all staff should adhere to all such employment policies as introduced for the right and proper management of employees and any specific Terms and Conditions, as defined in their contract of employment.
- 1.6 Colne Town Council does not subscribe to any collective agreement applicable to employment at Colne Town Council, other than that required under TUPE arrangements.

2 Determining basic pay levels for each role.

- 2.1 The Finance, Employment & Services Committee, when approving recruitment of new positions or replacement of existing positions, will consider the level of remuneration to be paid taking into account the following factors:
 - Requirements of the role;
 - The local employment market;
 - Pay levels of positions of a similar nature within the area and or region; and
 - For aged 21 years and over voluntarily adopt the Real Living Wage, except for Apprenticeship Schemes which will attract Nationally Agreed Pay Terms and Conditions.
- 2.2 In determining pay levels, the Finance, Employment & Services Committee will seek to recognise the specific circumstances of any job role at the outset, and reward it as part of the basic pay level, should unsocial hours, weekend working or out-of-hours call outs, or similar likely to be a regular feature of the role.

3 Unsocial hours and Time Off in Lieu (TOIL)

- 3.1 Unless as part of a TUPE process, no additional premium is paid, or accrued, for working unsocial hours and or weekends.

- 3.2 Where additional hours to those contracted are necessary to be worked, it is normal for TOIL to be granted, subject to a maximum of 16 hours accruing in any one month, and taken by the following month end, or subject to the discretion of the Town Clerk or Responsible Financial Officer by prior agreement.
- 3.3 Only in exceptional circumstances, where work demands require, will overtime be paid at the employee's normal hourly rate and then, only by prior agreement with the Town Clerk and the Chairman of the Finance, Employment & Services Committee.

4 Pay increases

- 4.1 The Finance, Employment & Services Committee each April, or when duties and responsibilities materially change, will consider future pay levels based on performance, as deemed through the annual appraisal process.
- 4.2 There is no guarantee of an increase for any employee unless by adherence necessary through TUPE national pay terms, but in the interests of parity and equality of pay for all employees, no employee transferred under TUPE with a similar job role and/or duties and responsibilities, shall receive any increase in remuneration other than through TUPE terms, until such time as non-TUPE employees have reached a similar pay level.
- 4.3 A new employee must be in employment with the Town Council for longer than 12 months to qualify for any increase in remuneration for the next financial year, unless through a review of the job role that warrants an increase to be considered.

5 Pension arrangements

- 4.4 Unless as part of a TUPE process, Colne Town Council operates a Stakeholder Pension Scheme subject at all times to the minimum employer contribution as set out by the Government.
- 4.5 Any Pension transfer arrangements under TUPE will require Colne Town Council to be admitted into a scheme and, whilst it will endeavour to do so, this is at the discretion of the schemes' trustees.

6 Sickness Absence

- 6.1 Unless as part of a TUPE process, all employees of Colne Town Council who are absent from work through illness will be paid for a period of 4 weeks sickness in any period of 12 months. Thereafter Statutory Sick Pay will apply.

7 Holiday entitlement

- 7.1 Unless as part of a TUPE process, all employees of Colne Town Council are entitled to 30 days

holiday per year, inclusive of all public holidays, and these can only be taken subject to the Council's requirements.

- 7.2 At the discretion of the Finance, Employment & Services Committee, additional day(s) may be awarded in recognition of outstanding performance and/or commitment but will only be considered if no sickness absence has occurred for the previous financial year.

8 Place of Work

- 8.1 The main place of work will be specified in the contract of employment but at all times subject to the operational requirement of the Council, this may be varied within a reasonable commuting distance.

9 Probationary Period

- 9.1 Unless as part of a TUPE process, all new employees to Colne Town Council will be required to serve a probationary period of three months, during which time the employee's performance and ability to carry out the requirements of the role will be assessed. This period may be extended by the employer if deemed necessary.

10 Data Protection

- 10.1 Colne Town Council keeps and processes records of employees' personal data including "sensitive" data which is used to monitor and promote Equal Opportunity.
- 10.2 By entering into a contract of employment with Colne Town Council, employees agree that Council Staff may process personal data, including "sensitive" data and disclose and transfer such data to third parties as is reasonably necessary for the effective running of the Council, or to whom the Council is legally required to disclose or transfer it.
- 10.3 Clause 10.2 does not alter any statutory rights under the Data Protection Act or GDPR requirements, notwithstanding any clauses in Colne Town Council's Data Protection Policy and Internal Fair Processing Notice.

11 Disciplinary and Grievance Matters

- 11.1 Colne Town Council reserves the right to take disciplinary action against any of its employees where misconduct is suspected, or there is a failure to provide an acceptable level of service, or persistent absence.
- 11.2 The Town Council will make available to employees on request copies of its Disciplinary and

12 Termination of Employment

12.1 The employee or employer may terminate employment subject to the notice period as detailed in the contract of employment, but normally:

First month of employment	-	No notice
Following first month to end of probationary period.	-	1 week
Following end of probationary period	-	3 months

12.2 Notice to terminate must be given in writing.

12.3 In the event that an employee is found guilty of gross misconduct, the Town Council may terminate employment summarily without notice or payment in lieu of notice. Gross misconduct is defined within both the contract of employment and as part of the disciplinary procedure governing employment with Colne Town Council.

13 Confidentiality

13.1 All employees are required to keep all information of the Council, or its subsidiaries, or associated organisation, or customers and suppliers confidential at all times both during employment and following termination of employment.

13.2 More specifically, this will be defined within the contract of employment.

14 Health and Safety

14.1 The Town Council will take all reasonable steps to provide a healthy and safe working environment for all of its employees.

14.2 All employees are required to act in a safe manner so as to not endanger themselves or others, use equipment in accordance with instructions and training given, co-operate with the employer on health and safety matters and not interfere, misuse or deliberately damage anything provided for the health and safety and welfare of the employee or others.

15 Miscellaneous Terms and conditions of employment

15.1 Any terms and conditions not contained within this policy framework will be specifically detailed in

each employment of contract.

15.2 All employees have the right to request Flexible Working hours. Such requests will be considered as required taking into account the operational restraints of delivering services.