

Surrey County Council

End of employment Policy

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Policy Scope and Purpose	
Scope and Purpose:	<p>The Council's End of Employment policy and associated guidance have been devised to ensure that lawful, fair and effective arrangements exist for the end of employment.</p> <p>This policy summarises the approach of the Council to concluding contractual relationships with staff whose employment ends due to resignation, retirement, redundancy/ severance/ efficiency, end of a fixed term contract, dismissal or death in service.</p>
Legislative requirements:	<p>The law on unfair dismissal requires employers to act reasonably.</p>
Who uses this Policy:	<p>This policy applies to individuals directly employed by Surrey County Council.</p> <p>This policy should be read in conjunction with the Change Management and/or Severance Policies for terminations due to redundancy or severance.</p> <p>Specific HR policies cover the management of dismissals for conduct or capability issues.</p>
Roles and Responsibilities:	<ul style="list-style-type: none"> • Line Managers are responsible for implementing the policy in a fair and consistent manner • All employees will be responsible for engaging with and adhering to this policy and procedures • Trade Unions will be consulted in regard to the content of the policy and will be reasonably available to support and represent their members • The Human Resources team will be responsible for ensuring compliance with this policy and procedure and providing guidance and direction

1. End of employment - reasons and notice periods.

Employment may be ended by an employee e.g. by resigning or retiring. It may also be ended by the employer, Surrey County Council, on the grounds of conduct, capability, redundancy, statutory bar (e.g. an employee losing their entitlement to live in the UK), or “some other substantial reason.” In some circumstances, the employee and the Council may come to a mutual agreement to end the contract of employment- where appropriate, the terms of such an agreement may be negotiated on an individual basis.

The Council has a number of payroll and associated processes and procedures that need to be followed when an employee is due to leave the organisation. Detailed information is available on SCC Info and from MyHelpdeskHR.

1.1 Notice periods

The table below summarises the notice periods relevant in all cases, except gross misconduct, based on employee grade and length of service.

Grade	Notice period	
	Employee to Employer	Employer to Employee
All grades during probationary period (employees new to local government)	One week	One week
All grades during probationary period (employees with continuous service)	One month	One month
PS1/2 to PS7 (or equivalent) and all apprentices and interns	One month	One month or statutory notice*, whichever is greater
PS8 to PS10 (or equivalent)	Two months	Two months or statutory notice*, whichever is greater
<ul style="list-style-type: none"> • PS11 and above (or equivalent) • Soulbury Terms & Conditions 	Three months	Three months

* Statutory notice is based on one week’s notice for each complete year of continuous employment with Surrey County Council up to a maximum of 12 weeks. For example, an individual with 6 complete years of service is entitled to receive a minimum of 6 weeks’ notice.

The expectation is that an employee will work during their contractual notice and be paid accordingly. If they have outstanding annual leave this should be taken during the notice period if their manager agrees. If it is possible for the outstanding leave to be taken during the contractual notice period this will ensure that no additional payment accrues for leave over and above the contractual notice period.

Where an employee has exhausted their entitlement to sick pay, remains unfit for work and is consequently dismissed on grounds of capability, they will be paid their substantive salary for their contractual notice period.

Notice can be given to terminate at any time of the month or week but if an employee is leaving the County Council on a Friday to transfer to the service of another local authority, the County Council will pay salary for any Saturday, Sunday and statutory/ national holiday that immediately follows.

1.2 Term time only employees

If a term time only employee gives notice which is due to expire during a holiday period, the County Council will pay only for the period up to and including the last day on which the employee works. No re-calculation of salary will be made when the employment of a term time only employee is terminated. Those employees will be paid up to the date of their leaving, except where resignation is at the end of the academic year, and having worked that full year, employees will be paid up until 31 August.

1.3 Annualised hours payment

If an employee on annualised hours gives notice part way through the year, an adjustment will be made, where appropriate, to reflect the actual hours worked and holiday taken against the monthly salary payments made at the date of leaving.

2 Resignation

2.1 Introduction

Employees who wish to resign from Surrey County Council, are required to provide written notice in accordance with the above.

Employees submit their resignation in writing to their line manager, setting out the effective date of the resignation. A line manager who receives notice of resignation from one of their direct reports will acknowledge and follow up with the employee arrangements around the precise leaving date, any outstanding annual leave, handing over pieces of work and Council equipment etc. Employees and managers should ensure a smooth handover and address all relevant practical issues.

2.2 Resignation during disciplinary proceedings

If an employee tenders their resignation while under investigation for allegations of misconduct, the Council will reserve the right to continue with the investigation. If the allegations relate to safeguarding concerns, the Council will always investigate.

The Council will also reserve the right to investigate allegations relating to fraud or other actions and/or omissions which may have caused financial/reputational damage to the organisation. This is an important consideration if the Council decides to seek redress against one or more of its [current or former] employees in the civil courts. Detailed advice is available from the Internal Audit team.

If there are no safeguarding requirements or serious financial/reputational implications, management should assess whether it would be in the interests of the Council to complete the process.

If a decision is made to proceed to a disciplinary hearing, the employee will be invited to the hearing and have the right to be accompanied [normally by a work colleague or union representative], even if the hearing takes place after their last day of service. In certain cases the outcome of a disciplinary hearing may affect registration for a regulatory body such as the Law Society or Health Care Professional Council (HCPC).

2.3 Withdrawing notice of resignation.

An employee may decide to withdraw a formal letter of resignation. There is no obligation to accept withdrawal, their line manager should decide whether agreeing to the withdrawal is practicable and beneficial to the Council. If the manager decides to agree to the withdrawal of notice, they should contact Employee Services immediately asking for the resignation to be cancelled.

3 Retirement

3.1 Introduction

There is no compulsory retirement age for Surrey County Council employees. Employees are, wherever possible, allowed to continue working for as long as they wish to do so.

Employees may voluntarily retire at a time of their choosing and, depending on the terms of their pension scheme, they may be entitled to claim pension benefits at any time from age 55 (reductions for early payment may apply). An employee who is a member of the Local Government Pension Scheme or the Teachers' Pension Scheme is entitled to pay into each Scheme until they reach 75 years of age.

3.2 Ill-health retirement

The outcome of an informal absence management meeting or a formal absence capability meeting may be that an application should be made for ill health retirement. The process is outlined in the absence management policy.

3.3 Flexible Retirement

Arrangements for flexible working only apply to employees aged 55 or over and who are members of the Local Government Pension Scheme (LGPS)

Flexible retirement enables an employee to ease into retirement whilst providing the service with scope for improved succession planning and development opportunities. As it is a mechanism to help employees prepare for retirement, the Council expects that requests will be made in the 24 month period before an employee plans to fully retire. .

- In order for an employee to be granted flexible retirement the employee must consent to a permanent reduction in grade or hours of employment equivalent to at least 20% of their contractual pay.
- A request cannot be considered unless the employee is aged 55 or over and is a member of the Local Government Pension Scheme (LGPS)
- It is at the discretion of the employee's Service to determine whether flexible retirement should be granted and what reduction in grade or hours worked should apply.
- Individual cases must be approved by the employee's Service Director or Head of Service/Assistant Director. Where payment of a pension for an employee would

result in a cost to the pension fund, approval for payment must also be sought from the Retirement, Redundancy & Discretions Group (RRAD)

- Where the applicant is a Director or Head of Service/Assistant Director, approval must be obtained from the relevant council committee responsible for the appointment of the post.
- Applications for flexible retirement must include a sound business case, and a plan to accommodate the impact of the longer term recruitment to the post left vacant by retirement, where appropriate.
- If an employee is granted flexible retirement they would be required to take all of their accrued pension benefits and not given the option to take part of their pension benefits.

Further guidance and advice on the flexible retirement process is available on SCC Info and from MyHelpdeskHR.

3.4 Re-entering employment after retirement

Employees who have retired and thus ended employment with the Council, but who seek re-employment with the Council, either on a permanent contract, fixed-term contract or as a bank worker are required to take a one-month break before commencing re-employment.

4 Dismissal

An employee may be dismissed by Surrey County Council, as the employer, on the grounds of conduct, capability, redundancy, statutory bar (e.g. an employee losing their entitlement to live in the UK), or “some other substantial reason.”

Any dismissal will follow the relevant procedure so that the council is able to demonstrate that the dismissal was fair and reasonable.

A Surrey County Council employee who is dismissed will receive written confirmation of the reasons for the end of the employment.

Where an employee has been issued notice, if the employee subsequently gives counter notice to terminate on a date within this period, the employee is still deemed to have been dismissed by the employer for the reasons originally stated.

4.1 Dismissal following HR proceedings

The procedures for dismissal are set out in the relevant HR procedure

- Disciplinary procedure
- Performance Capability
- Attendance Capability

4.2 Dismissal following organisational change

The procedures for organisational change are set out in the Change Management policy and the relevant severance including redundancy is set out in the Severance Policy.

4.3 Ending a fixed term contract

A fixed-term contract is defined as one which ends:

- on a specific date (such as the end of the grant funding); or

- on the completion of a specific task (such as the conclusion of a project); or
- on the occurrence or non-occurrence of a specified event (such as the return from absence of a permanent employee).

It is important that the reason for the contract being fixed-term is explained to the employee at the start of the appointment and included in the contract.

A fixed term contract, should specify an end date, even if it is possible that the contract will be extended beyond this date.

If a fixed term contract has a specified end date managers will receive a reminder through the portal (or an email from Business Operations) three months before the contract expires.

If it is not possible to specify an end date, the contract must state the condition(s) that will end it. For example a specific task is completed or an event happens. If a fixed term contract has no end date, it is the manager's responsibility to initiate termination of employment when a specified task is completed or a specified event does (or does not) happen.

The ending of a fixed-term contract is regarded as a dismissal in law, so managers must ensure that they conduct a fair procedure when ending a fixed-term contract.

Managers are expected:

- to provide notice to the employee of the intention to end employment on the agreed date indicated in the contract. The notice provided should reflect the notice included in the contract and should be no less than one month.
- to hold a meeting with the employee to discuss the expiry of the contract and describe the reasons the contract is coming to an end and whether the employee has access to redeployment.
- to follow up with a letter stating the following:
 - the date on which the fixed-term contract is due to expire;
 - a short explanation of the reason that a fixed-term contract has been used in the particular circumstances and the reason for the expiry of the contract;
 - reference to previous correspondence or discussions, including any agreements made,
 - a description of the employee's access to redeployment

Where an employee has been continuously employed at the council for more than two years, they may be eligible for a redundancy payment if the fixed term work has come to an end.

Where an employee has been placed on 2 or more successive fixed term contracts in the same role and has accrued 4 years' continuous service, they are deemed to be a permanent member of staff.

Where a fixed term contract has come to an end because the substantive post holder has returned to work there is no entitlement to a redundancy payment (e.g. due to maternity or sickness). This is because there is a continuing need for the work to be undertaken. So the end of the fixed term contract is not a dismissal on the grounds of redundancy but a dismissal for some other substantial reason.

4.4 End of job share

The combined hours of the job share partners will not normally exceed the normal full time hours for the post

Should one job share partner leave, or otherwise have their contract terminated, every effort will be made to seek a suitable replacement for the remaining partner. If this is not successful and if it is decided to restructure the post to full-time working, the remaining partner will be offered the post on a full-time basis. If they do not accept this offer, every effort will be made to move them to a post that is consistent with their current hours of work/pattern of employment. If this is not possible or if they refuse a fair offer of alternative work, their post will become redundant.

5 Appeal against ending employment

An employee may appeal against a decision to end employment on any grounds e.g. selection for redundancy.

When an employee is dismissed they are notified in writing that they have a right to appeal.

The purpose of an appeal is not to re-hear the information presented at the original dismissal meeting. The letter of appeal must be based on specific grounds such as:

- new information (not known at the time of the meeting),
- mitigating circumstances that were not taken into account at the meeting, or
- whether the decision was reasonable and consistent with other decisions made by the council in similar circumstances.

The employee should outline the outcome they are seeking from the appeals process in their submission.

The employee shall be given notice in writing at least five working days in advance of the time and place of the appeal hearing. The date should be mutually agreed to allow for the employee to arrange to be accompanied by a trade union representative or colleague.

The outcome of an appeal will be one of the following:

- to uphold an appeal and overturn the original outcome
- to dismiss the appeal and uphold the original outcome
- to substitute an alternative outcome

The decision of the appeal chairman is final.

An employee has a separate right of appeal against any decision regarding pension rights. Employees who wish to appeal should write to the Pensions Manager within six months of the date of the decision. The appeal will be considered under the IDRPs procedures as set out on the LGPS website.

6 Death in service

6.1 Introduction

When an employee dies whilst in service a key contact should be designated to provide support to the bereaved, notify Business Operations, inform immediate work colleagues and coordinate the necessary administrative arrangements. Normally the individual's immediate line manager is designated as the key contact.

It is the key contact's responsibility to maintain communication with the next of kin (or the family's nominated representative). They should consult with the deceased's family about the appropriate means by which colleagues may show their respect.

Wherever possible the key contact should know about pay and pensions to help inform and support the next of kin.

The key contact must inform the Employee Services and Payroll Teams. This will enable the teams to calculate benefits to be released to the deceased person's estate. Any balance of salary/wage will be frozen until the next of kin is established through probate or letter of administration. Employee Services will also need to see the death certificate and where appropriate, marriage and spouse's birth certificates will be needed at some stage. Copies are acceptable.

In some cases financial liabilities may be owed to the County Council, or may fall due to be deducted from the deceased's pay e.g. salary sacrifice, relocation loan, attachment of earnings in respect of court debt. An Executive director may consider waiving the recovery of outstanding monies for sums of less than £5,000. To waive sums in excess of £5,000 a business case is made to the Retirement, Redundancy and Discretions Group (RRAD).

At a suitable time all the usual steps associated with an employee leaving the service will need to be taken for example any equipment is returned to the County Council. Correspondingly, any personal items should be returned to the next of kin.

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