Public Agenda Pack

Notice of Meeting

East Surrey Shadow Authority Employment Committee

Date and Time	Place	Contact
Tuesday, 10 November 2026 at 2:00pm	Council Chamber, Mole Valley District Council, RH4 1SJ Online access to this meeting is available using this link – Employment Committee.	Democratic.services@molevalley.gov.uk

Committee members

Councillor Pippa Graeme (Chair), Councillor Martin Redman (Vice-Chair), Councillor Neha Boghani, Councillor Roy Deadman, Councillor Elly Heaton, Councillor David Heaver, Councillor Kirsty Hewens, Councillor Ben Horne, Councillor Eber Kington, Councillor David Lewis, Councillor Shelley Newton, Councillor Steve Paris, Councillor Tony Pearce, Councillor Jeremy Smith and Councillor Steve Wotton

MEETING SUMMONS

To the members of the East Surrey Shadow Authority Employment Committee:

You are hereby summoned to attend a meeting of the East Surrey Shadow Authority Employment Committee to be held on Tuesday, 10 November 2026 at 2.00pm, for the transaction of the business set out in the following agenda.

Such meeting to be held in the Council Chamber, Mole Valley District Council, RH4 1SJ.

For enquiries regarding this agenda contact: democratic.services@molevalley.gov.uk

Daniel Bainbridge
Interim Monitoring Officer
East Surrey Shadow Authority
Published: Monday, 2 November 2026

www,surreylgrhub.gov.uk

AGENDA

1	**Apologies for Absence**	**-**
2	**Declarations of Interest** All Members present are required to declare, at this point in the meeting or as soon as possible thereafter: (i) any disclosable pecuniary interests and / or (ii) other interests arising under the Code of Conduct in respect of any item(s) of business being considered at this meeting.	**-**
3	**Minutes of the previous meeting** To agree the minutes of the meeting held on 17 September 2026.	(Pages 5 to 8)
4	**Policy Development** Appendix 1 – Organisational Change Policy and Procedure Appendix 2 – Family Friendly Leave Policy and Procedure Appendix 3 – Redeployment Policy and Procedure Appendix 4 – Flexible Working Policy and Procedure Appendix 5 – Special Leave Policy and Procedure	(Pages 9 to 151)
5	**Contractual Terms and Conditions of Employment for New Employees of East Surrey Council**	(Pages 153 to 174)
6	**Committee Forward Work Programme**	(Page 175)
7	**Urgent Item (tbc)**	(to follow)

8	**To Consider Passing the Following Resolution to Exclude the Press and Public** To resolve that members of the press and public be excluded from the meeting in accordance with Paragraph 4 of Part 1 of Schedule 12A to the Local Government Act 1972 on the grounds that the report contains information relating to any consultations or negotiations, or contemplated consultations or negotiations, in connection with any labour relations matter arising between the authority or a Minister of the Crown and employees of, or office holders under, the authority and that the public interest in maintaining the exemption outweighs the public interest in disclosing the information.	-
9	**Severance Pay Discretions Policy**	(Pages 177 to 186)

PLEASE NOTE: members of the public are able to attend the meeting in person. The meeting will also be broadcast online at https://molevalley.public-i.tv/core/portal/webcast_interactive/1142200

The whole of the meeting will be filmed except where there are confidential or exempt items. In attending any meeting, you are recognising that you may be filmed and consent to the live stream being broadcast online, and available for others to view.

Members of the press/public may film or record proceedings, blog or tweet proceedings and take photographs providing they do not disturb the conduct of the meeting. The Chair of the meeting has the discretion to terminate or suspend filming/recording if in her/his opinion continuing to do so would prejudice the proceedings of the meeting or, on advice, considers that continued filming/recording might infringe the rights of any individual.

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East Surrey Shadow Authority Employment Committee
on the 17 September 2026 at 10.00am
Council Chamber, Tandridge District Council

Members Present

+	Councillor Pippa Graeme (Chair)
+	Councillor Martin Redman (Vice Chair)
+	Councillor Neha Boghani
+	Councillor Roy Deadman
+	Councillor Elly Heaton
+	Councillor David Heaver
+	Councillor Kirsty Hewens
+	Councillor Mark Johnston
+	Councillor James King
+	Councillor Eber Kington
+	Councillor David Lewis
+	Councillor Steve Paris
+	Councillor Tony Pearce
+	Councillor Jeremy Smith
+	Councillor Steve Wotton

Key:
+ = Present
- = Absent; apologies received
= Absent; no apologies

17/EM: Apologies for Absence

- Councillor Ben Horne was substituted by Councillor Mark Johnston
- Councillor Shelley Newton was substituted by Councillor James King

18/EM: Declarations of Interest

There were no declarations of interest.

19/EM: Minutes of the Previous Meeting

The minutes of the meeting held on 20 August 2026 were agreed and signed by the Chair.

20/EM: Pensions Discretions Policy

The Committee received a report seeking approval of the draft Local Government Pension Scheme Employer Pension Discretions Policy and Teachers' Pension Scheme Discretions Policy and recommending their adoption by the East Surrey Shadow Authority ahead of vesting day on 1 April 2027.

Members were advised that the policies would provide a clear framework for the exercise of pension discretions by East Surrey Council and that they had been developed to ensure decisions were reasonable, transparent and financially prudent. Officers explained that the policies did not generally provide for pension enhancements or additional costs to the Council, but retained appropriate flexibility to consider exceptional circumstances where this was required.

In response to questions from members, officers confirmed that the proposed policies broadly reflected existing arrangements operated by constituent Surrey councils and that they had been developed with input from an experienced pensions consultant and the relevant pension scheme administrators. The Committee also discussed the balance between financial prudence and flexibility, communication of the policies to employees, and the application of the policies to staff transferring to East Surrey Council.

Officers advised that pension discretions were not protected under TUPE Regulations and that employees transferring to East Surrey Council would be subject to the policies adopted by the new authority.

It was **RESOLVED** that the Committee:

1) Agree the discretion policy regarding the Local Government Pension Scheme attached at Appendix A.

2) Agree the discretion policy regarding the Teachers' Pension Scheme attached at Appendix B.

3) Recommend to the East Surrey Shadow Authority the approval and adoption of both policies to take effect from vesting day on 1 April 2027.

21/EM: Policy Development

The Committee received a report setting out the approach being taken to develop a suite of key Human Resources policies and procedures for East Surrey Council. Members were advised that the policies had been developed collaboratively with support from an independent HR consultant, HR professionals from across Surrey and recognised trade union representatives to ensure compliance with current legislation and best practice.

Officers explained that the initial policies covered disciplinary, grievance, sickness absence, capability, and bullying and harassment procedures. These policies would initially apply to new employees of East Surrey Council and, subject to consultation requirements associated with the TUPE Regulations, may also be applied to transferring staff. Members were advised that further policies would be brought forward for consideration at future meetings.

The Committee reviewed each policy and discussed a number of drafting points, including clarity of wording, document presentation, the distinction between performance management and capability procedures, support arrangements available to employees, and the handling of anonymous complaints. Members also discussed the rationale for developing a new suite of policies rather than adopting existing arrangements from one of the constituent councils. Officers advised that the approach would help establish a consistent framework and organisational culture for the new authority whilst reflecting current best practice.

Members requested that future policy documents be circulated as early as possible to allow sufficient time for review.

It was **RESOLVED** that the Committee:

1) Note the approach to the development of a suite of key Human Resources policies and procedures for East Surrey Council which, from 1 April 2027, would apply to all new staff employed by East Surrey Council and, subject to TUPE measures and consultation requirements, may also apply to transferring staff.

2) Endorse the continued development of Human Resources policies and procedures as described in the report.

3) Recommend to the East Surrey Shadow Authority approval of the policies attached to the report, subject to the amendments and drafting changes discussed by the Committee.

22/EM: To consider passing the following resolution to exclude the press and public

It was **RESOLVED** that members of the press and public be excluded from the meeting in accordance with Paragraph 4 of Part 1 of Schedule 12A to the Local Government Act 1972 on the grounds that the report contained information relating to any consultations or negotiations, or contemplated consultations or negotiations, in connection with any labour relations matter arising between the authority or a Minister of the Crown and employees of, or office holders under, the authority and that the public interest in maintaining the exemption outweighed the public interest in disclosing the information.

23/EM: 2027/28 Pay Award Approach for Transferring Employees

The Committee received a report seeking an initial steer on the approach to the 2027/28 pay award for employees transferring to East Surrey Council who were currently covered by local pay arrangements. Members were advised that any arrangements agreed would apply for 2027/28 only and would not determine the Council's longer-term pay strategy.

Officers outlined three options for consideration: mirroring the National Joint Council (NJC) pay award, developing a locally determined pay award, or deferring consideration until after vesting day. Members were advised that the emerging budget made assumptions around the potential level of pay award (including an allowance for those staff receiving annual increments in their salaries) and that recognised trade unions had expressed a preference for a local pay award, together with a commitment that any higher NJC settlement would be honoured if subsequently agreed nationally.

The Committee discussed the importance of providing certainty for employees during the transition to East Surrey Council, minimising the resource implications of local negotiations, and ensuring affordability. Members also considered the benefits of aligning arrangements with those being developed by West Surrey Council and discussed the potential financial implications of any settlement exceeding current budget assumptions.

During the debate, support was expressed for a locally determined approach based upon the initial NJC employers' initial pay offer, with employees receiving that award from 1 April 2027 and any subsequent increase arising from national negotiations being paid and backdated as appropriate. Members also indicated that any such arrangement should not

result in employees receiving less than the original offer should the final national settlement be lower.

It was **RESOLVED** that the Committee:

1) Note that the 2027/28 pay award approach would apply only to transferring employees who were currently on local pay arrangements as part of time-limited arrangement for 2027/28 only.

2) Support an approach whereby the initial NJC employers' pay offer would be applied from 1 April 2027, with any subsequent increase agreed through national negotiations being paid and backdated to 1 April 2027 as appropriate.

3) Support the principle that employees should not receive less than the initial NJC employers' pay offer should the final nationally agreed settlement be lower.

4) Request that officers continue discussions with West Surrey Council with a view to securing a consistent approach where possible and that they bring detailed proposals, including the associated financial implications, be considered via an appropriate governance process prior to consideration by the Shadow Authority.

Closed 11.47am

Agenda Item 4

EAST SURREY SHADOW EMPLOYMENT COMMITEE

MEETING DATE: 10 NOVEMBER 2026

REPORT OF: THEME SPONSOR FOR PEOPLE AND GOVERNANCE – KAREN BRIMACOMBE

SUBJECT: POLICY DEVELOPMENT

Purpose of the Report:

1.1 This report describes the approach being taken to develop a new suite of key Human Resources (HR) policies and procedures that will apply to all staff at East Surrey Council as part of Local Government Reorganisation in Surrey.

1.2 The Employment Committee is asked to note and endorse the continued approach being taken, including assessing business needs, drafting clear, plain-language guidelines, reviewing for legal compliance and ensuring equality considerations and engagement with recognised trade unions are in place.

1 Approving the recommendations will support organisational readiness for Vesting Day and will help to establish clear expectations, promote legal compliance, protect employees and support a productive and positive culture. For residents, the principal benefit is that a developed suite of key HR policies and procedures reflecting best practice will provide consistent support to staff and managers to deliver high-quality services within our communities. The key risks are being mitigated through mirroring the Advisory, Conciliation and Arbitration Service (ACAS), equality assessments and ongoing engagement with trade unions, employee representatives and staff.

1.3 This report proposes to implement the policies and procedures, once approved, to all new staff employed by East Surrey Council from 1 April 2027.

Recommendations:

2.1 It is recommended that the Employment Committee resolves to:

2.1.1 Approve the policies attached as appendices – Organisational Change, Family Friendly, Redundancy, Flexible Working, and Special Leave.

2.1.2 Note the continued approach in the development of a suite of new key HR policies and procedures for all new staff employed by East Surrey Council with effect from 1 April 2027

Reason for Recommendations:

3.1 The recommendations provide assurance that a clear, legally compliant and coordinated approach is being implemented to develop a suite of key HR policies, procedures and associated guidance documents.

3.2 Establishing this approach supports organisational readiness for Vesting Day and sets clear expectations and promotes a fair workplace.

Options, including alternatives (if any)

4. Option 1 – Continue to develop a new suite of key HR policies and procedures based on ACAS, best practice. (recommended)

4.1 This option is to proceed with the structured and coordinated approach to developing a new suite of key HR policies as set out in this report, in partnership with trade unions and supported by programme governance

4.2 This approach:

- Provides legal compliance and risk mitigation
- Sets objective standards and eliminates favouritism and bias
- Provides clear expectations, minimises misinterpretations and helps resolve conflicts quickly when they arise.
- Empowers management, giving the framework they need to make decisions
- Supports the new East Surrey Council brand, making the council more attractive to top talent
- Provides assurance to Members that risks are actively managed

4.3 This option is recommended as it provides the most robust, legally compliant and consistent approach in developing and implementing single policies, that support all staff across all service areas in the council.

4.4 The policies and procedures will be regularly monitored for effectiveness, and will be updated due to changes in legislation, business needs, or evolving workplace dynamics.

5. Option 2 – With the policies described, adopt an existing sovereign council's suite of HR policies and procedures that currently exist. (Not recommended)

5.1 This option would involve identifying a suite of policies and procedures that are up-to-date, compliant and accessible for all staff.

5.2 This approach would:

- create concern within the pan HR community as to which sovereign council's policies will be chosen and the rationale behind the decision
- create unhappiness with many staff and union representatives as they would not have been involved it their development

- not support the development of a new organisation and culture

5.3 For these reasons, this option is not recommended.

Summary:

Background

6.1 HR policies and procedures are the rules and guidelines defining how various workplace aspects should be managed. They cover everything from hiring practices to employee conduct, and are essential for ensuring fairness, compliance and productivity in the workplace. HR policies and procedures form the foundation of the Council's day-to-day operations. They define what is acceptable and expected, and how to navigate common and complex workplace scenarios. Without them, the Council risk inconsistency, confusion and legal exposure.

6.2 In the UK, employment law sets clear expectations for how organisations treat their employees. From the Employment Rights Act 1996/2025 to the Health and Safety at Work Act 1974, these laws are designed to protect both employers and employees. Failing to comply with these legal requirements can lead to serious consequences. East Surrey Council could face employment tribunals, financial penalties, or even reputational damage that affects the Council's ability to attract and retain talent.

6.3 While legal compliance is a massive driver, the benefits of strong, consistent policies in East Surrey Council will be instrumental in cultivating a genuinely positive and productive work environment.

6.4 Currently, each sovereign council has its own suite of HR policies and procedures, that are applied in slightly different ways based on consultation with recognised trade unions and staff representatives. with a varying level of review dates and compliance with current legislation. A result of this gives a pool of policies that although contain similar key elements, will all have variations to how they are applied in practice.

6.5 The approach is intended to ensure that East Surrey Council will have an agreed single version of each of the key HR policies and procedures, that will be implemented and applied in a coordinated and consistent way across the council for all new staff. All staff will be treated fairly and consistently, providing confidence to staff, recognised trade union representatives and managers, reflecting ACAS, best practice and employment legislation. Subject to TUPE measures and full consultation with staff they may in addition apply to all staff including those that TUPE to East Surrey Council.

Approach

6.6 **Ensuring fairness and consistency**: clear policies and procedures ensure that everyone is treated equally and that decisions are made consistently, regardless of personal biases. This builds trust and reduces resentment.

6.7 **Setting expectations**: policies and procedures clarify what is expected of employees and management. They define roles, responsibilities, and acceptable behaviour, eliminating guesswork and misunderstandings.

6.8 **Mitigating workplace disputes and grievances**: when conflicts arise, well-defined policies and procedures offer a structured approach to resolution. This can de-escalate situations before they spiral, saving valuable time, energy and relationships.

6.9 **Protecting the Council and employees**: the policies and procedures will act as a shield, safeguarding both the Council from legal challenges and the staff from unfair treatment or unsafe conditions.

6.10 **Fostering a positive company culture and trust**: when employees feel that the Council is committed to fairness, transparency, and well-being, trust will flourish. This in turn, nurtures a positive, respectful and inclusive culture.

6.11 **Improving efficiency and decision-making**: policies streamline processes and provide guidelines for common situations. This empowers managers to make quicker, more confident decisions, boosting overall efficiency.

6.12 **Be specific but allow for flexibility**: while the policies and procedures need to be clear and specific about expectations, some situations may require a degree of flexibility. Clear indication where discretion can be applied without undermining the policy's core intent will be described.

6.13 **Tone of voice**: the policies and procedures will reflect the company culture and will help reinforce the East Surrey Council values.

6.14 **Ensure accessibility**: the policies and procedures will be written in inclusive language, avoiding legalese and overly complex language, within an agreed framework with guidance from the Accessibility team in relation to font, colour and style. They will be stored in a central, well-organised location for easy access for all staff.

6.15 **Version control**: clear version control will be applied to all policies and procedures to help prevent confusion and ensures compliance with the latest employment legislation.

Fairness in the workplace

6.16 The HR function has a duty to represent all employees fairly. HR policies and procedures are designed to promote equal opportunities, fair treatment and an inclusive workspace, ensuring that employees with protected characteristics are safeguarded from discrimination.

6.17 The new suite of HR policies and procedures will align with the ACAS Code of Practice which states that an organisation needs to have written disciplinary and grievance practices. These frameworks enable teams to make legally compliant decision based on facts rather than emotions and allow anyone involved to raise concerns when needed.

6.18 Protected groups: all nine traits under the Equality Act 2010 will be considered in the development of the new policies and procedures, ensuring rules do not directly discriminate, or create unfair hurdles for specific groups indirectly. Flexibility will be built into the procedures to support disabled workers or those with specific health needs.

Consultation:

7.1 The approach set out in this report has been developed through a collaborative process involving an independent HR Consultant, pan Surrey trade union representatives, and programme representatives from all Surrey councils.

7.2 Engagement has taken place through the People, Workforce and Culture workstream, ensuring that the approach reflects input from across all councils and is informed by operational experience and legal advice.

7.3 Recognised trade unions have been engaged at a strategic level and a policy group level during the development of the approach, providing early opportunity to raise considerations and inform the overall design. This engagement continues to support a more consistent and transparent approach across Surrey and fosters a sense of ownership and understanding.

Risk Management and Implications:

8.1 **Legal**: without clear HR policies and procedures, East Surrey Council risks costly tribunals, heavy fines and serious reputational damage

8.2 **Increased conflicts**: lack of clear guidelines means misunderstandings and grievances, leading to a stressful work environment

8.3 **Poor productivity**: without established policies and procedures, the teams waste valuable time resolving disputes and clarifying rules instead of focusing on their tasks

8.4 **Low employee morale**: employees feel uncertain and undervalued in the workplace without transparent, fair and consistent policies and procedures

8.5 **Damage to reputation**: poor HR practices impact more than just the internal teams. They can negatively affect the reputation of the Council among residents, partners and potential new recruits.

8.6 Mitigating actions are in place across each of these areas, including the development of clear guidance and consistent frameworks, validation and assurance processes, coordinated engagement with trade unions, employee representatives and ongoing HR oversight.

8.7 Regular monitoring and reporting arrangements are in place through programme governance to ensure that risks are identified early, managed proactively and escalated where required.

8.8 While the development of new policies and procedures presents challenges, the approach set out in this report demonstrates that risks are being managed in a structured, proportionate and controlled manner, with a clear focus on legal compliance, fairness and delivery.

Financial and Value for Money Implications:

9.1 An independent HR Consultant continues to work with the People, Workforce and Culture workstream to develop the suite of policies. The associated costs are being funded from the D&LGR Implementation Fund, which is made up of contributions from each of the existing local authorities in Surrey and managed under a Memorandum of Understanding.

9.2 Resourcing this programme of work, has required identifying time from our recognised trade union partners and pan Surrey HR representatives within business-as-usual hours of work to deliver. No additional funds have been requested or put forward to support the delivery of this programme.

9.3 A coordinated one policy and procedure per type approach to development and implementation is expected to support value for money by:

- Reducing duplication of activity across councils
- Enabling shared application of one policy type; and
- Minimising the risk of legal challenge or employee relations issues, which could give rise to additional costs.

9.4 The approach to implementing the new suite of HR policies and procedures will involve a comprehensive communication and training plan for all managers who will be responsible for their implementation for East Surrey Council. This will reduce the likelihood of avoidable future costs.

Section 151 Officer Commentary:

10.1 East Surrey Council will operate in a very challenging financial environment, with significant budgetary pressures from increasing demand and costs of service delivery, coupled with limited financial resources and reducing government funding. East Surrey Council will be increasingly reliant on Council Tax as the primary source of income.

10.2 Decisions made by the sovereign councils in East Surrey and the East Surrey Shadow Authority will need to consider the ongoing financial impact and ensure that expenditure does not exceed the resources available. It is vital that significant importance is placed on effective financial management and medium-term financial sustainability to achieve a balanced budget position and protect service delivery.

Legal Implications (Monitoring Officer Commentary):

11.1 Developing new HR policies and procedures carries legal implications including employment law compliance, discrimination risks, and breach of contract issues.

11.2 Discrimination claims: policies and procedures must treat all workers fairly. They cannot target protected groups like age, sex, or race

11.3 Contractual liability: written rules or handbooks can act as a legal contract. If they are broken, then employees may sue.

11.4 Data protection laws: tracking workers or storing their personal details must follow privacy rules

11.5 Unfair dismissal: disciplinary and firing rules must be clear, fair and applied the same way every time

Workforce Implications (People/Human Resources Commentary)

12.1 This commentary is provided by the Waverley Borough Council and Guildford Borough Council Strategic Director of People, Law and Democracy in the capacity of People, Workforce and Culture workstream Deputy.

12.2 Resource has been identified from within the Surrey HR teams and supported by trade union and staff representatives. This is being managed within current core hours of working.

Equality and Diversity:

13.1 The Public Sector Equality Duty applies to the Council when it makes decisions. The duty requires us to have regard to the need to:

(a) Eliminate unlawful discrimination, harassment and victimisation and other behaviour prohibited by the Act. In summary, the Act makes discrimination etc. on the grounds of a protected characteristic unlawful
(b) Advance equality of opportunity between people who share a protected characteristic and those who do not.
(c) Foster good relations between people who share a protected characteristic and those who do not including tackling prejudice and promoting understanding.

13.2 The protected characteristics are age, disability, gender reassignment, pregnancy and maternity, marriage and civil partnership, race, religion or belief, sex, and sexual orientation. The Act states that ‘marriage and civil partnership’ is not a relevant protected characteristic for (b) or (c) although it is relevant for (a).

13.3 As described in this report, equality considerations have been incorporated into the development of each policy and procedure. In line with the Public Sector Equality Duty (PSED), due regard is being given to eliminating discrimination, advancing equality of opportunity and fostering good relations.

13.4 Each policy and procedure will have its own Equalities Impact Assessment, developed in consultation with trade union representatives.

13.5 The overall approach is designed to ensure fair and consistent treatment of employees and to support inclusive outcomes throughout the transition.

13.6 This duty has been considered in the context of this report and it has been concluded that there are no equality and diversity implications arising directly from this report.'

Climate Change and Sustainability:

14.1 The continued development of a new suite of HR policies and procedures does not in itself create direct climate change or sustainability implications.

What Happens Next:

15.1 Following consideration of this report, the approach to developing the identified suite of remaining key HR policies and procedures will continue in partnership with trade unions and staff engagement.

15.2 Key next steps include:

15.1.1 Identifying next tranche of policies to be developed;

15.1.2 Developing clear managers guidance to support the application of the policies and procedures being developed;

15.1.3 Continuing regular engagement with recognised trade unions on the development of agreed policies and procedures;

15.1.4 Continuing regular monthly scheduled engagement with the wider recognised trade unions – Surrey LGR Workforce Consultation and Negotiation Forum;

15.1.5 Ongoing monitoring of risks, progress and readiness through programme governance arrangements;

15.1.6 Providing further detail to the Employment Committee on additional developed policies and procedures within the agreed schedule of Employment Committee's – January 2027.

Report Author: Claire Weavis – People, Workforce and Culture Workstream West Deputy Lead (Interim Strategic Director for People, Law and Democracy – Waverley Borough Council and Guildford Borough Council).

Annex:

Appendix 1 – Organisational Change Policy & Procedure

Appendix 2 – Family Friendly Policy & Procedure

Appendix 3 – Redeployment Policy & Procedure

Appendix 4 – Flexible Working Policy & Procedure

Appendix 5 – Special Leave Policy & Procedure

Sources/background papers:

None

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[Branding to be provided at a later date]

Organisational Change Policy and Procedure

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Policy Governance and Version Control

Policy Details

Policy owner: **[tbc when future structures are known]**
Policy author: HR Consultant
Other refences or related documents: Redeployment Policy Procedure, Redundancy Compensation Scheme.

Approval Information

Approved by: Employment Committee
Approval date: **[tbc]**
Effective from: 1 April 2027
Supersedes: All previous Surrey sovereign Councils'/Schools' Organisational Change Policies and Procedures
Date of review: November 2026
Frequency of future reviews: We will review this policy every 3 years, or sooner where there are:

- Legislative changes;
- Changes to ACAS guidance;
- Organisational restructuring;
- Significant case law developments; or
- Identified operational requirements.

Version Control

Version: 1.0
Author: HR Consultant
Summary of key changes: Initial issue

Consultation

Stakeholders consulted: Trade Unions, Heads of HR
Date of consultation: July - September 2026
Equality Impact Assessment: EIA completed **[date]**

We have reviewed this document to make it accessible to all colleagues where possible. However, if you have any difficulties in using the document, please contact your manager in the first instance, or a member of the People Team or your Trade Union, and they will be able to assist you.

Organisational Change Policy and Procedure

1. Purpose

1.1 We are committed to providing high-quality, efficient and sustainable services for our communities. To achieve this, we must sometimes change the way we organise and deliver our services in response to changing customer needs, financial pressures, legislation, technology and organisational priorities.

1.2 We recognise that organisational change can create uncertainty for employees. Our aim is to manage change fairly, openly and consistently, while treating everyone with dignity, respect and compassion.

1.3 This policy and procedure describes how we will manage organisational change and, where necessary, redundancy. It sets out the principles we will follow, the support available to employees and managers, and the procedures we will use to ensure decisions are lawful, transparent and evidence based.

2. Scope

2.1 This policy and procedure applies to all employees on East Surrey Pay terms and conditions of employment and those employment groups who choose to adopt East Surrey Pay policies e.g., Youth & Community Workers and Educational Psychologists. It will also apply to centrally employed Teachers and Teachers employed in Schools where the Council is the employer, and in other maintained Schools who choose to adopt the policy.

2.2 Where the Governing Body is the employer, references to the Council should be read as references to the governing body unless the context requires otherwise. Adoption of this policy by a school does not transfer the Governing Body's employment responsibilities to the Council. In foundation and voluntary aided schools, the Governing Body is the employer.

2.3 Where the term People Team is used, schools should seek advice from their relevant HR service provider.

2.4 This policy does not apply to agency workers, consultants, contractors, or other individuals who supply services to us but are not considered employees.

2.5 It also does not apply to employees on fixed-term contracts where the reason for expiry of the contract would not be redundancy (e.g. cover for Maternity Leave or sickness absence).

2.6 The policy will also not apply to casual and bank workers who are not considered employees.

2.7 We will use this policy whenever organisational change may affect employees' roles or contractual terms or employment. This includes, but is not limited to:

- restructures;
- service redesign or transformation;
- the creation, deletion or merging of posts;
- reductions or increases in staffing establishments;
- significant changes to reporting structures;
- collaborative working arrangements or shared services;
- proposals that may result in redundancy;
- proposals involving dismissal and re-engagement; and
- organisational change connected with a Transfer of Undertakings (Protection of Employment) (TUPE).

2.8 Minor operational changes that do not materially affect an employee's role, grade, contractual terms or employment status may be managed outside this policy. However, we will still communicate openly with employees and consult where appropriate.

3. Principles

3.1 We will only introduce organisational change where there is a clear organisational need and where the proposed changes support our Corporate Plan, statutory responsibilities, financial sustainability and service priorities.

3.2 We are committed to treating everyone fairly, consistently and with respect. Our decisions will be based on objective evidence, applied consistently and capable of independent review. We will not discriminate unlawfully or allow protected characteristics to influence decisions.

3.3 We believe that successful organisational change depends on meaningful engagement. We will consult employees and recognised Trade Unions at the earliest reasonable opportunity, while proposals remain open to influence. Consultation is a genuine opportunity for employees and Trade Union representatives to comment on proposals, suggest alternatives and raise concerns before decisions are made. No final decision will be taken

until consultation has concluded and all feedback has been carefully considered.

3.4 We are committed to meeting our responsibilities under the Equality Act 2010 and the Public Sector Equality Duty. We will carry out an Equality Impact Assessment in consultation with Trade Union representatives for all significant organisational change. Where appropriate, we will make reasonable adjustments to enable employees to participate fully in consultation, selection and redeployment processes. Reasonable adjustments may include adjustments relating to disability, neurodiversity, mental health conditions, communication needs or other circumstances protected by law. This may include adjustments to meeting arrangements, assessment methods, communications or timescales. We will continue to monitor the impact of organisational change on employees with protected characteristics and will act where any unintended disadvantage is identified.

3.5 Our preferred approach is always to avoid compulsory redundancy wherever this is reasonably practicable. Before compulsory redundancy is considered, we will normally explore appropriate alternatives as outlined in section 8.3.

3.6 We will provide employees with timely and accurate information throughout the process. This includes:

- why change is proposed;
- how employees may be affected;
- how decisions will be made;
- the proposed timetable;
- support available; and
- opportunities to contribute to consultation.

3.7 Where employees are required to compete for posts, we will use selection criteria that are:

- relevant to the requirements of the role;
- objective;
- evidence-based;
- consistently applied;
- proportionate; and
- capable of independent review.

3.8 Selection methods will be appropriate for the role and may include applications, interviews, assessments, presentations or other suitable methods (see section 10).

3.9 Absences relating to disability, pregnancy, Maternity, Adoption, Shared Parental Leave, fertility treatment, menopause, industrial injury or other legally protected reasons will not disadvantage employees.

3.10 Employees whose roles are at risk of redundancy will receive support to secure suitable alternative employment, wherever reasonably practicable.

3.11 Where legislation provides priority protection, including for employees who are pregnant or within a protected period following Maternity, Adoption or qualifying Shared Parental Leave, we will give priority consideration for suitable alternative vacancies in accordance with current legislation.

3.12 Where organisational change affects working patterns, hours or location, employees' statutory and contractual rights relating to flexible working will be considered in accordance with current legislation and Council/School policies.

3.13 All organisational change proposals must be supported by an approved business case before formal consultation begins. Approval of a business case authorises consultation only. It does not represent approval to implement the proposed changes. We will only make final decisions after consultation has concluded and all feedback has been considered.

3.14 We will apply this policy in a way that is proportionate to the scale and complexity of the proposed organisational change. Where a different approach is appropriate, we may adapt the process provided that:

- employment legislation is complied with;
- employees are treated fairly;
- consultation remains meaningful; and
- the principles of this policy continue to be applied.

3.15 Information relating to matters raised under this policy will be handled sensitively and confidentially and will only be shared where there is a legitimate business need to do so. All personal information will be processed in accordance with applicable data protection legislation and our data protection policies.

3.16 The policy and procedure have been developed having regard to relevant employment legislation, ACAS guidance and recognised good practice. Where there are any changes to the Employment Rights Act 2025 these will also be reflected in the policy.

4. Roles and Responsibilities

4.1 We will ensure that organisational change is planned, managed and implemented in a fair, transparent and consistent way. Everyone involved in

organisational change has a responsibility to support a constructive process, engage openly and act in accordance with this policy.

4.2 Employees affected by organisational change are expected to:

- engage constructively with consultation and selection processes;
- provide information required to support the process;
- consider alternative employment opportunities where appropriate; and
- raise questions, concerns or suggestions at the earliest opportunity.

We will provide affected employees with appropriate information, support and opportunities to contribute throughout the process.

4.3 Managers responsible for organisational change will:

- prepare business cases for change and supporting documents such as communication plans;
- follow this policy and seek appropriate advice early on from the People Team, Finance, Legal and any other relevant department;
- communicate openly and consult meaningfully with employees and recognised Trade Unions;
- ensure decisions are fair, objective and consistent;
- consider equality impacts and reasonable adjustments, where required to enable employees to fully participate in the change process; and
- support employees through implementation, redeployment or redundancy processes.

4.4 The People Team will provide advice and support to ensure organisational change is managed fairly, consistently and in accordance with employment legislation, good practice and this policy.

4.5 Finance and Legal Services will provide specialist advice where required, including on financial implications, governance requirements, contractual matters and legal compliance.

4.6 Trade Unions play an important role in supporting employees and contributing to effective consultation throughout the process. We will consult with recognised Trade Unions in accordance with legislation and local arrangements and will consider their representations before decisions are made.

5. Equality, Diversity, and Inclusion

5.1 An Equality Impact Assessment (EIA) has been undertaken to ensure that the Organisational Change Policy and Procedure is fair, inclusive and does

not unlawfully disadvantage employees with protected characteristics under the Equality Act 2010. The assessment helps us identify and mitigate any potential adverse impacts arising from the application of the policy, ensuring that reasonable adjustments and individual circumstances are appropriately considered, and supports compliance with the Public Sector Equality Duty and the Human Rights Act 1998. By undertaking an EIA, we are demonstrating our commitment to promoting equality of opportunity, eliminating discrimination, and fostering good relations across the workforce.

6. Governance and Approval

6.1 All significant organisational change proposals must have appropriate approval before formal consultation begins.

6.2 The approval process will follow the Council's/School's governance arrangements, including the Scheme of Delegation and Financial Procedure Rules.

6.3 Approval to consult does not represent a final decision to implement change. Final decisions will only be made after consultation has concluded and feedback has been properly considered.

7. Definitions

For the purposes of this policy:

7.1 'Affected employee' means an employee whose post, reporting arrangements, contractual terms or employment may be impacted by organisational change.

7.2 'Redundancy' is a form of dismissal which happens when a role is no longer needed. An employee could be dismissed on grounds of redundancy if:

- A service is reduced or closed.
- The employer's need for employees to carry out work of a particular kind, or to carry it out at a particular place, has diminished or is expected to diminish.

7.3 'At-risk employee' means an employee whose role may become redundant.

7.4 'Redeployment' means appointment to suitable alternative employment within the Council/School before employment ends (see the Redeployment Policy and Procedure).

7.5 ‘Suitable alternative employment’ has the meaning established by employment legislation and relevant case law, taking account of the duties, grade, location, working arrangements, skills required and the individual circumstances of the employee. The Redeployment Policy and Procedure should be referred to for more information on suitable alternative employment.

7.6 ‘Slotting-in’ means direct appointment to a post where the new role is substantially the same as the employee's existing role and there is no competitive situation.

7.7 ‘Ringfencing’ refers to a selection method where specific roles are offered first to a defined group of employees who are directly affected by proposed changes, ensuring they have priority access to suitable alternative roles, before these positions are opened to a wider pool of candidates.

8. Planning Organisational Change

8.1 Our approach

8.1.1 We recognise that effective planning is essential to successful organisational change. Before proposing changes, we will ensure that there is a clear rationale, that alternative options have been considered and that the potential impact on employees, services and communities has been assessed.

8.1.2 Managers who are responsible for organisational change will seek advice from the People Team, Finance and Legal Services, where appropriate, before progressing proposals.

8.2 Business Case for Change

8.2.1 Significant organisational change proposals must be supported by a business case before formal consultation begins. Managers are responsible for creating the business case (see management toolkit) which will set out:

- the reason for the proposed change;
- proposed structures;
- how the proposal supports our strategic priorities;
- the benefits expected from the change;
- alternative options considered;
- financial implications;
- workforce implications;

- equality considerations;
- risks and mitigating actions;
- the proposed consultation approach; and
- the proposed implementation arrangements.

8.2.2 Where the proposal may result in redundancies, the business case must also consider:

- options to avoid compulsory redundancy;
- potential impacts on skills, knowledge and service delivery;
- safety of service users;
- proposed selection arrangements;
- support available to affected employees; and
- redeployment opportunities.

8.2.3 As part of developing the proposed structure, we will ensure that job descriptions for new or significantly changed roles are prepared and evaluated before consultation begins, wherever reasonably practicable.

8.2.4 Where, in exceptional circumstances, a role evaluation cannot be completed before consultation starts, we will provide an indicative grade and confirm the final grade as soon as possible during the consultation process. Employees will be kept informed of any changes to job descriptions, role evaluations or grading decisions as a result of feedback during consultation.

8.2.5 Trade Unions should be made aware of the business case before formal consultation commences in order to make the necessary preparations to support their members.

8.3 Alternatives to Redundancy

8.3.1 We will always seek to avoid compulsory redundancy where reasonably practicable. Depending on the circumstances, we may consider alternatives including:

- recruitment controls;
- managing vacancies through natural turnover;
- reducing overtime;
- reducing reliance on agency or temporary workers;
- changes to working arrangements;
- retraining;
- voluntary redundancy;
- voluntary changes to hours; and
- service redesign.

8.3.2 The options considered will depend on the circumstances of each organisational change proposal.

8.4 Equality Impact Assessment

8.4.1 We will assess the potential equality impact of significant organisational change proposals before consultation begins.

8.4.2 The Equality Impact Assessment will help us identify:

- whether any groups may be disproportionately affected;
- whether reasonable adjustments are required;
- whether alternative approaches could reduce disadvantage; and
- whether further action is needed.

8.4.3 We will consider consultation feedback and update the assessment where necessary.

8.5 Communications and Engagement Planning

8.5.1 We recognise that timely and honest communication is essential to maintaining trust during periods of uncertainty.

8.5.2 Managers responsible for change will develop a communication and engagement plan (see management toolkit) for significant organisational change prior to consultation commencing, with advice and help from the People Team.

8.5.3 The communication and engagement plan will provide employees with clear information about:

- why change is being considered;
- what options are being proposed;
- how employees may be affected;
- how stakeholders will be engaged with and kept up to date;
- consultation timescales;
- how employees can provide feedback; and
- what support is available to help employees during and after transition.

9. Consultation and Communication

9.1 Our Commitment to Consultation

9.1.1 We are committed to meaningful consultation with employees and recognised Trade Unions.

9.1.2 Consultation is an opportunity to explain proposals, understand concerns, consider alternatives, and explore ways of avoiding or reducing any adverse impacts before decisions are finalised.

9.1.3 We will not approach consultation as a formality. We will give genuine consideration to feedback received.

9.2 When Consultation is Required

9.2.1 A formal consultation process will commence where a proposed organisational change or restructure may substantially affect employees' roles, terms and conditions, or result in potential redundancies.

9.2.2 Employees will be given reasonable notice of consultation meetings and provided with sufficient information to enable them to understand the proposals and participate effectively in the consultation process.

9.2.3 At the start of the formal consultation, employees and recognised Trade Unions will normally receive:

- details of the proposed organisational changes and the reasons for them;
- where redundancies are proposed, the reasons for the proposals, the number and description of employees who may be affected, the proposed selection pools and selection criteria (where applicable), and the proposed method and timescale for implementation;
- the proposed consultation process, including how employees and Trade Unions can provide feedback or submit alternative proposals;
- the anticipated timetable, including consultation meetings and key decision dates; and
- details of the support, advice and guidance available to affected employees.

9.2.4 A consultation template, invite letter, outcome letter and other supporting documentation can be found in the management toolkit.

9.2.5 We will consult with recognised Trade Unions in accordance with any applicable collective agreements and statutory requirements. Sufficient time will be allowed for Trade Unions to consider the proposals, consult with their members and submit representations.

9.2.6 We will also consult directly with affected employees to ensure they understand the proposals, their potential impact, and have a genuine opportunity to ask questions, raise concerns and suggest alternatives. All feedback and counter-proposals will be considered carefully before any final decisions are reached.

9.2.7 Where the proposed restructure may result in employees being displaced or where there is a possibility that suitable alternative employment may not be available, affected employees will be informed that they are at risk of redundancy. This notification (see management toolkit) does not mean that redundancy is inevitable but reflects that their current role may be affected by the proposals.

9.3 Collective Consultation

9.3.1 Where we propose to make 20 or more employees redundant at one establishment within a 90-day period, we will undertake collective consultation with recognised Trade Unions or elected employee representatives in accordance with legislation.

9.3.2 The minimum consultation periods are:

- 20–99 proposed redundancies: consultation must begin at least 30 days before the first dismissal takes effect;
- 100 or more proposed redundancies: consultation must begin at least 45 days before the first dismissal takes effect.

9.3.3 We will complete any required statutory notification to the Secretary of State using the HR1 form within the required timescales, and we will notify the Redundancy Payments Service prior to consultation beginning.

9.4 Individual Consultation

9.4.1 Individual consultation meetings will normally be held with employees who are at risk of redundancy, or whose roles are significantly affected. These meetings may include discussion about:

- the impact on the employee's role;
- opportunities within the proposed structure;
- selection arrangements where applicable;
- alternatives to redundancy;
- support available; and
- any concerns or suggestions.

9.4.2 Managers must ensure employees who are absent during all or part of a consultation period, including due to long-term sickness or maternity leave, receive the relevant consultation documents and have an opportunity to provide feedback. Managers should agree the employee's preferred method of contact to ensure they remain included in the process.

9.4.3 Employees who are absent should make every effort to participate in any competitive selection and assessment process, including interviews. Where this is not possible, as advised by Occupational Health, decisions may be made in their absence based on written submissions or relevant information from their line manager.

9.5 Consultation Timings

9.5.1 Collective consultation will normally commence before individual consultation with affected employees. However, depending on the circumstances and the needs of the consultation process, individual consultation may commence before collective consultation has concluded. Where this occurs, the individual consultation process will remain open and meaningful, and any relevant issues or proposals arising from collective consultation will be considered before any final decisions are made.

9.6 Representation at Formal Consultation Meetings

9.6.1 Employees attending individual consultation meetings as part of an organisational change or restructure process have the statutory right to be accompanied by a recognised Trade Union representative or a workplace colleague.

9.6.2 Legal representatives will only be permitted with our express authority in exceptional circumstances, and on a case-by-case basis.

9.6.3 Subject to management approval, a family member or friend (who is not a legal professional) may be allowed to attend as a companion on a case-by-case basis, and where it could be justified as a reasonable adjustment for a disability. Disabled employees may also be accompanied by a support worker or another person with knowledge of their disability.

9.6.4 If an employee's chosen companion is unavailable on the proposed date of the meeting, the meeting will normally be postponed to a reasonable alternative date proposed by the employee, provided that the alternative date is no more than 5 working days after the date originally proposed. Where this is not reasonably practicable, we will discuss the circumstances

with the employee and consider whether a further reasonable adjustment to the arrangements is appropriate.

9.6.5 Employees should notify the Chair of the name, role and any relevant requirements of their companion, including requests for reasonable adjustments, ideally at least 2 working days before the meeting to allow sufficient time to make any necessary preparations. However, this will not restrict the right of the employee to be accompanied at a formal meeting. Employees are responsible for ensuring their companion receives any relevant documentation.

9.6.6 Where consultation is taking place collectively with recognised Trade Unions, the arrangements for Trade Union representation will be agreed as part of the consultation process. Employees remain entitled to be accompanied at individual consultation meetings in accordance with this policy.

9.7 Consultation Outcomes

9.7.1 Throughout the consultation period, we will consider all feedback received from employees and Trade Unions and will provide a response to the issues and proposals raised, where reasonably practicable.

9.7.2 At the conclusion of the consultation, and once all representations have been considered, we will communicate the outcome of the consultation, including details of any final decisions, the approved staffing structure and the next steps in the process.

10. Implementing Organisational Change

10.1 Final approval

10.1.1 Following consultation, final proposals must receive the appropriate approval before implementation.

10.1.2 We will not implement changes until:

- consultation has concluded;
- feedback has been considered;
- the final structure has been approved; and
- affected employees have been informed of the outcome.

10.1.3 Prior to filling posts, managers will undertake a final mapping exercise to compare roles in the current structure with those in the proposed structure.

This will help us determine which posts are suitable for slotting in, ringfencing and competitive selection (see sections 10.3 and 10.4), ensuring the process is fair, consistent and transparent. This mapping process may be repeated following the consultation process to consider any relevant feedback.

10.2 Filling Posts in the New Structure

When filling posts within the new structure, we will apply the following

principles to all employees in scope:

10.2.1 We will treat all employees fairly, consistently and in accordance with our equality, diversity and inclusion commitments.

10.2.2 The approach used will depend on the nature of the change and may include:

- direct appointment (or 'slotting-in') where roles are substantially unchanged;
- ringfencing and competitive selection where there are fewer posts than eligible employees, or where roles have substantially changed.

10.2.3 We will not rely solely on numerical percentage matches when determining whether posts are substantially the same. Decisions regarding whether posts are substantially the same will be based on a documented role mapping assessment undertaken by the manager with HR support, which will be shared during consultation.

10.2.4 We will consider employees in their substantive role before any temporary, acting up or interim role. Employees in temporary arrangements may be considered for other opportunities where appropriate.

10.2.5 We will seek to secure suitable alternative employment, where reasonably practicable, for employees whose substantive post is affected.

10.2.6 Where an employee accepts suitable alternative employment at a lower grade, we will apply pay protection in accordance with the Council/School's Redeployment and Pay Policies.

10.2.7 We will make reasonable adjustments and, where appropriate, adopt a flexible approach to ensure employees with disabilities, protected characteristics, caring responsibilities or flexible working arrangements are not disadvantaged by the process.

10.2.8 We will provide all employees in scope, including those on authorised absence, with timely access to information about available posts, including job titles, indicative grades, job descriptions and person specifications.

10.2.9 We will normally make appointments to the new structure in hierarchical order, for example by appointing to management posts before non-management posts. We will confirm though through the consultation process, whether appointments will be made simultaneously or in phases, taking account of the needs of the organisational change, and any feedback received during consultation.

10.3 Slotting-in

10.3.1 We will apply the principle of 'slotting in' where a post is substantially unchanged, and there is only one eligible employee, or the number of eligible employees is less than, or matches the number of available posts. In these circumstances, we will not advertise the post, and the eligible employee(s) will be appointed directly to the role.

10.4 Ringfencing and Competitive Selection

10.4.1 Ringfencing may be used where organisational change creates new or revised roles that are substantially similar to existing roles, and it is appropriate to limit eligibility to affected employees. Where there are fewer roles available than eligible employees, a fair and transparent competitive selection process will be used. Where a new or revised role is substantially different from existing roles, competitive selection may also be appropriate.

10.4.2 Employees who are eligible for more than one ringfenced role may be asked to indicate their preferences. Wherever reasonably practicable, a single selection process may be used where employees are being considered for more than one role.

10.4.3 Selection criteria and methods will be fair, objective, proportionate and relevant to the requirements of the role. These may include skills, knowledge, qualifications, experience, performance and other relevant factors, and may involve applications, interviews, assessments or work-based exercises. Criteria will be applied consistently, with reasonable adjustments made where required.

10.4.4 Where employees are unsuccessful for a ringfenced role, they will continue to be considered for suitable alternative vacancies in accordance with this policy, the redeployment process and applicable legal requirements. Employees with statutory redundancy protection will be given the priority required by law for suitable alternative vacancies. Where more than one employee is eligible for the same vacancy, a fair process will be followed, subject to any applicable statutory priority.

10.4.5 Attendance or disciplinary records may be considered where relevant and appropriate, but attendance criteria will not include absences that must be disregarded by law, and selection criteria will not unlawfully discriminate against employees or place them at an unjustifiable disadvantage. Selection decisions and the reasons for them will be documented.

10.5 Unfilled Posts

10.5.1 We will normally give priority to employees affected by the organisational change before advertising vacancies externally. Where appropriate, we will seek to fill suitable posts through slotting in, or ringfencing and competitive selection, or redeployment, before opening recruitment to external applicants.

10.5.2 Where posts remain vacant after these processes have been completed, we will advertise them through our usual recruitment procedures.

10.5.3 In exceptional circumstances, we may advertise a post externally at the same time as internal processes are underway where there is a clear business need to recruit specialist skills, qualifications or experience that are not available within the existing workforce, or where this is necessary to maintain service delivery. Any decision to recruit externally during the organisational change process will be made in consultation with the People Team and will be appropriately documented.

11. Redundancy

11.1 Our Approach

11.1.1 We recognise that redundancy can have a significant impact on employees and are committed to managing any redundancy situation fairly, consistently and with sensitivity.

11.1.2 Compulsory redundancy will always be a last resort. Before considering compulsory redundancies, we will explore reasonable alternatives to avoid or reduce redundancies, including redeployment, suitable alternative employment, retraining, voluntary redundancy and other appropriate measures.

11.1.3 Employees whose roles are affected by organisational change will normally be identified as at risk of redundancy before any selection process takes place and will be consulted in accordance with this policy.

11.2 Voluntary Redundancy

11.2.1 Where appropriate, we may invite applications for voluntary redundancy.

11.2.2 An invitation to apply does not create an entitlement to voluntary redundancy. Each application will be considered against the needs of the service, workforce planning requirements and financial considerations.

11.2.3 We reserve the right to accept or decline any application.

11.3 Redundancy Selection

11.3.1 Where, following slotting in, ringfencing and competitive selection, and consideration of suitable alternative employment, there are insufficient roles available, we may need to select employees for redundancy.

11.3.2 Detailed arrangements for redeployment, including eligibility, priority, suitable alternative employment and trial periods, are set out in the Council's/School's Redeployment Policy and Procedure.

11.3.3 We will use fair, objective and non-discriminatory redundancy selection criteria that are appropriate to the circumstances of the organisational change. The redundancy selection criteria and assessment process will be shared during the consultation process.

11.3.4 Depending on the nature of the restructure, redundancy selection criteria may include:

- outcomes from the agreed selection process, such as interviews or assessments;
- the knowledge, skills, qualifications, experience and behaviours required for the role;
- live disciplinary or capability outcomes, where relevant and appropriate; and
- attendance records will only be used where objectively justified, proportionate and capable of being applied fairly and consistently. Before relying on attendance information, managers must consider whether absences relate to disability, pregnancy, family leave, menopause, caring responsibilities or another protected reason and whether these should be included.

11.3.5 We will keep appropriate records of the assessment process and apply the redundancy selection criteria consistently to all employees within the relevant selection pool.

11.3.6 Employees who believe that the redundancy selection criteria have been applied incorrectly or unfairly may raise their concerns in writing with the

manager leading the organisational change, or another appropriate senior manager. We will review the concerns and provide a written response before any final decision is confirmed, where reasonably practicable.

11.4 Formal Notice of Redundancy

11.4.1 Where, following consultation, completion of the selection process and consideration of suitable alternative employment, the decision is made to dismiss an employee by reason of redundancy, employees will receive written confirmation (see management toolkit -link) of:

- the reason for redundancy;
- the date employment will end;
- the applicable notice period;
- redundancy payment, where applicable;
- any entitlement to paid time off to seek work or undertake training;
- redeployment arrangements (where appropriate); and
- the right of appeal (see section 13).

11.5 Redundancy Payments

11.5.1 Employees with at least two years' continuous service who are dismissed by reason of redundancy will be entitled to a statutory redundancy payment and, where applicable, an enhanced redundancy payment in accordance with: (to be inserted once Severance Pay Discretions Policy has been agreed)

- the Employment Rights Act 1996;
- the Local Government (Early Termination of Employment) (Discretionary Compensation) (England and Wales) Regulations 2006 (where applicable); and
- the Council's/School's approved Redundancy Compensation Scheme.

11.5.2 An employee will not be entitled to a redundancy payment where they:

- accept an offer of employment with another local authority or an associated employer covered by the Redundancy Payments (Modification) Order 1999, and commence that employment within four weeks of leaving the Council/School or a maintained school;
- unreasonably refuse an offer of suitable alternative employment made by the Council/School before their employment ends;
- unreasonably refuse to participate in a selection process for suitable alternative employment;
- unreasonably refuse to undertake the statutory four-week trial period for suitable alternative employment;

- unreasonably refuse suitable alternative employment following the statutory trial period; or
- otherwise lose their entitlement to a redundancy payment under the Employment Rights Act 1996.

12. Pension

12.1 Where applicable, pension benefits will be administered in accordance with the Local Government Pension Scheme Regulations and the Council's/School's approved policies.

12.2 Employees should seek independent financial advice before making decisions about their pension benefits.

13. Right of Appeal

13.1 Employees have the right to appeal against a decision relating to their selection for redundancy and/or dismissal by reason of redundancy. Appeals must be submitted in writing to the person named in the redundancy outcome letter within 10 working days of receiving the outcome. The appeal letter should clearly state the grounds for appeal.

13.2 Appeals will usually be heard by the relevant Senior Manager within the service area, or Head Teacher or Governor for schools.

13.3 Where it is not appropriate for that person to hear the appeal, as they may have been involved in the formal absence review meetings, an alternative Senior Manager will be appointed by the People Team.

13.4 Employees have the right to be accompanied at the appeal hearing by a workplace colleague, an accredited Trade Union representative or an accredited Trade Union official. The companion may address the hearing, confer with the employee, respond on the employee's behalf to any views expressed during the hearing and sum up the employee's case. The companion may not answer questions on the employee's behalf.

13.5 An appeal may be made on one or more of the following grounds although these grounds are not exhaustive:

- the Redundancy Procedure was not followed correctly or was applied unfairly;
- there was a material procedural irregularity, or the consultation process was not conducted fairly;
- the redundancy selection process or selection criteria were applied incorrectly, unfairly or inconsistently;
- the decision to select the employee for redundancy was unreasonable or not supported by the available evidence;

- suitable alternative employment was not adequately explored or offered, where appropriate; or
- new evidence has become available that could reasonably have affected the original decision.

13.6 The Appeal Manager will provide the employee with written notice of the appeal hearing which will normally take place within 10 working days of receipt of the appeal, where reasonably practicable (see management toolkit). If there is any delay the Chair will communicate the reason for this and the date of the appeal meeting.

13.7 In considering an appeal, the Appeal Manager will take account of:

- the grounds for appeal;
- any new relevant evidence;
- whether the original decision considered all relevant information; and
- whether the decision was fair and consistent.

13.8 The employee will have the opportunity to present their case at the appeal meeting. The manager who chaired the redundancy meetings may attend to respond to questions should the Appeal Manager decide it is necessary. This will be done on a case-by-case basis.

13.9 The Appeal Manager will consider all evidence before deciding whether to uphold, partially uphold or overturn the original decision. The hearing may be adjourned at any stage to allow for further investigation, review of additional information, or to obtain professional advice.

13.10 The decision may be given verbally where appropriate and will be confirmed in writing, usually within 7 working days of the appeal meeting, where reasonably practicable (see management toolkit). The outcome letter will set out the decision, reasons, and any findings from further investigation, where applicable. Where a delay is unavoidable, the employee will be informed and provided with a revised timescale.

13.11 Where an employee appeals against dismissal by reason of redundancy, the dismissal will normally take effect on the agreed termination date and will not be delayed pending the outcome of the appeal. If the appeal is upheld, the employee will normally be reinstated with no loss of pay, continuous service, contractual rights or other continuity-based benefits.

13.12 The appeal outcome represents the conclusion of the Council's/School's internal organisational change process.

14. Redundancy Protection During Family Leave

14.1 Employees who are pregnant or who are within a statutory redundancy protection period following Maternity Leave, Adoption Leave or eligible

Shared Parental Leave have enhanced protection where they are at risk of redundancy. More details of this enhanced protection can be found on gov.uk and ACAS web pages.

14.2 Where a suitable alternative vacancy exists, we will offer that vacancy to an eligible employee before it is offered to any other employee at risk of redundancy. The employee does not need to compete for the vacancy, provided it is suitable and appropriate for them.

14.3 The statutory redundancy protection period applies in accordance with the Employment Rights Act 1996 and associated regulations, including the Protection from Redundancy (Pregnancy and Family Leave) Act 2023. The protection:

- begins when we are notified of a pregnancy;
- applies during Maternity Leave, Adoption Leave and, where the statutory eligibility criteria are met, Shared Parental Leave; and
- continues for the statutory period following the employee's return from the relevant Family Leave.

14.4 This protection gives eligible employees priority access to suitable alternative employment where such vacancies exist. It does not prevent a genuine redundancy dismissal where there is no suitable alternative vacancy available.

14.5 Employees who are dismissed by reason of redundancy during Maternity Leave, Adoption Leave or Shared Parental Leave will remain entitled to any statutory Family Leave Pay due to them, together with any contractual notice, accrued but untaken annual leave, and any redundancy payment for which they qualify. We will continue to consider suitable alternative employment up to the employee's termination date.

15. Transfer of Undertakings (Protection of Employment) (TUPE)

15.1 Where organisational change involves, or may involve, a transfer of employees to or from another organisation, we will comply with the requirements of the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE), as amended.

15.2 A TUPE transfer may occur where there is a transfer of an undertaking, service provision change, or another situation where the legal requirements of TUPE apply. Where TUPE may be relevant, advice will be sought from the People Team and Legal Services at an early stage to determine the appropriate approach.

15.3 We will:

- identify whether TUPE applies and determine the scope of any proposed transfer;
- provide appropriate information and consult with affected employees and recognised Trade Unions, and elected employee representatives where applicable;
- provide employee liability information and any other required information within the statutory timescales;
- comply with the applicable TUPE information and consultation requirements, taking account of any exemptions or modified consultation arrangements that apply depending on the size of the employer and the circumstances of the transfer;
- consult on any proposed measures connected with the transfer, including proposed changes to working arrangements, contractual terms, workplace practices, policies or organisational arrangements where relevant;
- ensure employees are not treated less favourably because of a TUPE transfer; and
- comply with its obligations in relation to employee rights, continuity of service, and protection of contractual terms.

15.4 Where employees transfer to another employer under TUPE, their employment will transfer with continuity of service preserved and their existing employment rights protected, subject to the provisions of TUPE.

15.5 Where organisational change is proposed before, during or after a TUPE transfer, the Council/School will ensure that any separate consultation or redundancy processes are managed fairly and in accordance with this policy, TUPE requirements and other relevant employment legislation.

15.6 TUPE does not prevent organisational change, including changes after a transfer, but any proposed changes must have a genuine business reason, follow a fair process and comply with legal requirements. Where the change is directly connected to the TUPE an Economical, Technical or Organisation (ETO) reason must apply.

15.7 Employees affected by a TUPE transfer will be provided with appropriate information, support and opportunities to raise questions or concerns throughout the process.

16. Dismissal and Re-engagement

16.1 Where organisational change involving changing contractual terms and agreement cannot be reached, we will explore all reasonable alternatives before considering dismissal and re-engagement.

16.2 We will follow the ACAS Code of Practice on dismissal and re-engagement and will:

- communicate clearly the reasons for the proposed changes;
- consult meaningfully and openly with employees and recognised Trade Unions;
- consider alternatives to dismissal;
- not use dismissal and re-engagement as a negotiating tactic where agreement is reasonably achievable;
- give appropriate consideration to the timing, impact and consequences of any proposed dismissal and re-engagement.

16.3 Any decision to dismiss and re-engage will require approval from the appropriate senior authority and legal advice must be obtained before implementation.

17. Review

17.1 Following the implementation of significant organisational change, we will review the effectiveness of the changes, including the impact on service delivery, employees and organisational objectives.

17.2 Any lessons learned will be used to improve future organisational change processes.

18. Additional Support

18.1 We understand that being part of any change process can be a difficult time. Our Employee Assistance Programme (EAP) provides a free, confidential counselling service to all employees who wish to use it. You will be given appropriate contact details, including the EAP, and levels of support during the process.

18.2 If you are a member of our recognised Trade Union(s), they can also offer additional support. Alternatively, a member of the People Team can also offer advice and guidance.

18.3 Where required, referrals to Occupational Health or stress risk assessments, can also be made if necessary.

18.4 The People team will develop training as appropriate to support staff going through organisational change. This will range from CV writing, interview and presentation techniques and pre-retirement courses.

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[Branding to be provided at a later date]

Family Friendly Leave Policy and Procedures

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Policy Governance and Version Control

Policy Details

Policy owner: **[tbc when future structures are known]**
Policy author: HR Consultant
Other refences or related documents**:** Annual Leave, Sickness Absence Management, Flexible Working, Special Leave, Organisational Change Policies and Procedures, School Teachers Pay and Conditions Document (STPCD), burgundy book

Approval Information

Approved by: Employment Committee
Approval date: **[tbc]**
Effective from: 1 April 2027
Supersedes: All previous Surrey sovereign Council's/School's Family Friendly Leave Policies and Procedures
Date of review: November 2026
Frequency of future reviews: We will review this policy every 3 years, or sooner where there are:

- Legislative changes;
- Changes to ACAS guidance;
- Organisational restructuring;
- Significant case law developments; or
- Identified operational requirements.

Version Control

Version: 1.0
Author: HR Consultant
Summary of key changes: Initial issue

Consultation

Stakeholders consulted: Trade Unions, Heads of HR
Date of consultation: July - October 2026
Equality Impact Assessment: EIA completed **[date]**

We have reviewed this document to make it accessible to all colleagues where possible. However, if you have any difficulties in using the document, please contact your manager in the first instance, or a member of the People Team or your Trade Union, and they will be able to assist you.

Equality, Diversity, and Inclusion Statement – Placeholder to be inserted once agreed

Family Friendly Leave Policy and Procedures

1. Purpose

1.1 We recognise that family life can bring a range of caring responsibilities and changing personal circumstances. We are committed to supporting employees to balance their work and family responsibilities by creating a supportive, inclusive, and flexible working environment, which enables employees to manage these responsibilities, while continuing to deliver high-quality services to our communities.

1.2 This Family Friendly Policy and Procedure sets out employees' statutory and contractual rights and entitlements, along with responsibilities and procedures for requesting and taking family-related leave, ensuring that employees are treated fairly, consistently and in accordance with current legislation.

1.3 For the purposes of this policy, the term “Family Leave” refers collectively to the statutory family leave arrangements described within this policy, including Maternity Leave, Adoption Leave, Shared Parental Leave, Paternity Leave, Neonatal Care Leave and Parental Leave. Where the rights, entitlements, procedures, or arrangements differ between types of family leave, these differences will be clearly identified and explained in the relevant section.

2. Scope

2.1 This policy and procedure applies to all employees on East Surrey Council Pay terms and conditions of employment and those employment groups who choose to adopt East Surrey Council Pay policies e.g., Youth & Community Workers and Educational Psychologists. It will also apply to employees in schools where the Council is the employer of staff, and in other maintained schools who choose to adopt the policy, subject to the provisions in section 2.3.

2.2 Where the Governing Body is the employer, references to the Council should be read as references to the Governing Body unless the context requires otherwise. Adoption of this policy by a school does not transfer the Governing Body's employment responsibilities to the Council. In foundation and voluntary aided schools, the Governing Body is the employer.

2.3 Teachers employed in schools, and teachers employed centrally by the local authority, are covered by the family-friendly leave provisions contained in their terms and conditions of employment, including the School Teachers' Pay and Conditions Document (STPCD) and the Burgundy Book. Where a matter is not specifically addressed by the STPCD or the Burgundy Book, the provisions of this policy will apply. Nothing in this policy overrides any contractual entitlement arising under the STPCD or Burgundy Book. Where those terms and conditions provide a more favourable entitlement, the contractual entitlement will continue to apply.

2.4 Where the term People Team is used, schools should seek advice from their relevant HR service provider.

2.5 This policy does not apply to agency workers, consultants, contractors, or other individuals who supply services to us but are not considered employees.

2.6 The range of Family Friendly Leave Policies and Procedures included in this document are:

- Maternity (including IVF and surrogacy);
- Adoption;
- Paternity;
- Shared Parental;
- Neonatal;
- Parental;
- Various types of family related bereavement leave.

2.7 Compassionate Leave which may be used in conjunction with this policy, is covered in the Council's/School's Special Leave Policy, which also includes details of leave arrangements in emergency situations to look after dependents and Carer's Leave, among other non-related specific types of leave.

3. Principles

3.1 Employees have the right to request and take statutory family-related leave without suffering any detriment, discrimination, or unfair dismissal as a result of exercising their statutory rights.

3.2 Employees taking statutory family leave will receive the employment protections that apply to their circumstances, including priority access to

suitable alternative employment in a redundancy situation, where this is required by law.

3.3 Employees returning from family-related leave will be kept informed of any significant changes affecting their role or service. Where organisational changes occur during a period of leave, these will be managed in accordance with the Council's/School's Organisational Change Policy.

3.4 We encourage open and supportive conversations between managers and employees about family-related matters. Managers are expected to apply this policy fairly, consistently, and compassionately, and to give full and reasonable consideration to any related requests for flexible working, in accordance with the Council's/School's Flexible Working Policy and the relevant statutory provisions.

3.5 Before leave begins, managers and employees should agree appropriate communication arrangements, including what information may be shared with colleagues and any other relevant parties.

3.6 Information relating to matters raised under this policy will be handled sensitively and confidentially and will only be shared where there is a legitimate business need to do so. All personal information will be processed in accordance with applicable data protection legislation and our data protection policies.

3.7 This policy and procedure has been developed having regard to relevant employment legislation, ACAS guidance and recognised good practice. Where there are any changes to the Employment Rights Act 2025 these will also be reflected in the policy.

3.8 We are committed to ensuring that this procedure is applied fairly, consistently, and inclusively. No employee will be subjected to any form of discrimination in the application of this policy on protected characteristics of age, disability, gender reassignment, marriage, and civil partnerships, maternity, pregnancy, race, religion, belief, sex, sexual orientation, or other grounds protected by law.

4. Roles and Responsibilities

4.1 Employees are responsible for understanding and complying with this policy, providing the required information and notice, maintaining appropriate communication with their manager, and working collaboratively to support arrangements before, during and after family-related leave.

4.2 Managers are responsible for applying this policy fairly, consistently and in accordance with legislation, considering requests promptly, maintaining

appropriate communication, and supporting employees throughout their family-related leave and return to work.

4.3 The People Team is responsible for providing advice and guidance on the application of this policy, supporting its consistent implementation, ensuring compliance with employment legislation, and maintaining the policy and associated processes.

4.4 Trade Unions are responsible for providing advice and guidance to their members on this policy and working with the Council/School to promote the fair, consistent, and lawful application of this policy to support positive employee wellbeing and employment relations.

5. Equality, Diversity, and Inclusion

5.1 An Equality Impact Assessment (EIA) has been undertaken to ensure that the Family Friendly Leave Policy and Procedure is fair, inclusive and does not unlawfully disadvantage employees with protected characteristics under the Equality Act 2010. The assessment helps us identify and mitigate any potential adverse impacts arising from the application of the policy, ensuring that reasonable adjustments and individual circumstances are appropriately considered, and supports compliance with the Public Sector Equality Duty and the Human Rights Act 1998. By undertaking an EIA, we are demonstrating our commitment to promoting equality of opportunity, eliminating discrimination, and fostering good relations across the workforce.

6. Maternity Leave

Maternity Leave and Pay entitlements apply to employees who give birth, including where a child is born through surrogacy or following IVF treatment, where the employee meets the relevant criteria.

6.1 Glossary

EWC – Expected Week of Childbirth (beginning on a Sunday this is the 7-day period which includes the EDC)

EDC – Expected Date of Childbirth

Qualifying Week – 15th week before EWC

Average Weekly Earnings - For Maternity Pay purposes this is assessed as the gross weekly earnings (liable for National Insurance contributions) in the 8-week

period immediately before the qualifying week and includes payments made during this time, for example, overtime payments.

SMP – Statutory Maternity Pay

OMP – Occupational Maternity Pay

MPP – Maternity Pay Period (under the terms of SMP this is a period of 39 weeks during which SMP is payable)

MA – Maternity Allowance

OML – Ordinary Maternity Leave

AML – Additional Maternity Leave

6.2 Notification Requirements

6.2.1 Employees should notify their manager and the People Team in writing no later than the 15th week before the EWC of:

- their pregnancy;
- the EWC; and
- their intended Maternity Leave start date.

Early notification allows managers to ensure that appropriate risk assessments are carried out in accordance with this policy (see section 12), and that pregnant employees are kept safe in the event of infectious disease outbreak.

6.2.2 Employees should also provide their MATB1 certificate, when available, to the People Team, which is usually from week 20 of pregnancy.

6.2.3 Once the notification has been submitted, the People Team will write to the employee within 28 days of receipt to confirm the following:

- the intended start date for Maternity Leave; and
- the expected date of returning to work after full Maternity Leave entitlement (this will be up to 52 weeks from starting date), unless 8 weeks' notice is given, in writing, of an early return.

6.2.4 Employees should provide as much notice as possible of any changes to their intended leave dates. If an employee wishes to change their planned Maternity Leave start date, they should notify their manager and the People Team at least 28 days before the revised date, or the original start date, whichever is earlier. Where this is not possible, for example due to an early birth, they should provide notice as soon as reasonably practicable.

6.2.5 Employees should notify their manager of the date the baby was born for planning purposes, as soon as reasonably practicable following the birth.

6.2.6 Following notification of pregnancy, the Council/School will discuss any support required during pregnancy, including health and safety considerations, workplace adjustments, and pregnancy risk assessments (see section 6.6).

6.3 Maternity Leave Entitlement

6.3.1 Employees are entitled to up to 52 weeks' Maternity Leave. This consists of:

- OML: the first 26 weeks; and
- AML: a further 26 weeks.

6.3.2 The first 2 weeks following childbirth are compulsory Maternity Leave and employees must not return to work during this period.

6.3.3 Maternity Leave may normally begin from the 11th week before the EWC. It will automatically start if:

- the baby is born before the planned start date; or
- the employee is absent due to pregnancy-related illness from the 4th week before the EWC.

6.3.4 Only one period of Maternity Leave is available where more than one child is born from the same pregnancy.

6.4 Maternity Pay

6.4.1 Eligible employees may receive SMP for up to 39 weeks:

- the first 6 weeks are paid at 90% of average weekly earnings; and
- the following 33 weeks are paid at the statutory rate or 90% of average weekly earnings, whichever is lower.

6.4.2 Employees who do not qualify for SMP may be eligible for MA.

6.4.3 To qualify for SMP an employee must:

- have recognised continuous service with the Council/School for 26 weeks up to and including the qualifying week (the 15th week before the Expected Week of Childbirth);

- have average weekly earnings at or above the National Insurance Lower Earnings Limit during the relevant earnings period;
- still be pregnant at the beginning of the 11th week before the EWC, or have already given birth;
- start their MPP in accordance with the statutory requirements; and
- not be in legal custody. If an employee enters legal custody during their MPP, entitlement to SMP will end in accordance with the statutory rules. Employees must notify the Council/School if this applies. It is the employee's responsibility to inform the Council/School if they are taken into legal custody.

Placeholder – will be inserted once agreed by the Terms and Conditions Work Strand.

6.4.4 Employees who meet the qualifying criteria for OMP under the Council's/School's arrangements may receive enhanced Maternity Pay. Details of eligibility, amounts, and repayment conditions, where applicable, will be confirmed by the People Team.

6.4.5 Employees are entitled to OMP if they:

- have at least 1 year's continuous local government service by the 11th week before the EWC; and
- intend to return to work following Maternity Leave.

6.4.6 Eligible employees will receive half their normal contractual pay for weeks 7 to 18 of Maternity Leave, provided they return to work for at least 3 months after their Maternity Leave ends.

6.4.7 OMP is paid in addition to SMP. Total payments will not exceed the employee's normal weekly contractual pay. Where SMP and OMP together would exceed normal weekly pay, the OMP will be spread over a longer period so that total weekly payments do not exceed normal weekly pay.

6.4.8 Where OMP is paid before an employee returns to work, it will be treated as an advance payment. Employees who do not return to local government employment for at least 3 months after Maternity Leave will be required to repay the OMP. Repayment will not be required where the employee does not return because they are made redundant. Employees who are unsure whether they will return to work may request that OMP is deferred and paid as a lump sum after they have returned to work and completed 3 months' service.

6.4.9 Employees who are not eligible for SMP but who qualify for MA, will have the amount of MA deducted from their OMP, whether or not they claim the allowance. Employees who are not entitled to either SMP or MA will receive

the six-week payment at 90% of normal contractual pay, subject to the usual deductions.

6.4.10 Any cost of living award or contractual pay increment that takes effect during the MPP will be reflected in any SMP and, where applicable, OMP. Payments will be recalculated retrospectively where required.

6.4.11 SMP and OMP will be paid into an employee's bank account on the same date that their salary would normally be paid and will be subject to deductions for tax and National Insurance. If they are a member of the pension scheme, pension contributions will also be deducted in the usual way.

6.5 Sickness Absence During Pregnancy

6.5.1 Pregnancy-related sickness absence should be reported in accordance with the Council's/School's Sickness Absence Management Policy. Absence before the 4th week before the EWC will be managed as normal sickness absence.

6.5.2 Where pregnancy-related sickness absence occurs from the 4th week before the EWC, Maternity Leave and Pay will automatically begin from the first day of absence.

6.5.3 Pregnancy-related sickness absence will not be counted for the purposes of sickness absence monitoring.

6.6 Health, Safety and Wellbeing

6.6.1 Once an employee informs the Council/School that they are pregnant, their manager will complete a pregnancy risk assessment with the employee (see management toolkit) and review this throughout pregnancy as things change and, where applicable, following the employee's return to work and during breastfeeding.

6.6.2 Managers will work with employees to identify and manage any risks and make reasonable adjustments where required.

6.6.3 Managers should ensure that a workstation assessment (see management toolkit) is completed where appropriate when an employee returns to work following Maternity Leave, taking account of any changes in circumstances, including breastfeeding where applicable.

6.7 Fertility Treatment and Pregnancy

6.7.1 For the purposes of this policy, fertility treatment includes:

- any form of assisted reproduction carried out by a registered medical practitioner or registered nurse (for example in vitro fertilisation (IVF), intrauterine insemination (IUI) and intracytoplasmic sperm injection (ICSI);
- any treatment carried out by a registered medical practitioner or registered nurse for the purpose of preserving fertility (for example, freezing eggs, sperm, embryos, or reproductive tissue); and
- any medical examination or treatment in connection with the treatment mentioned above (for example blood tests, ultrasound scans, egg collection, sperm collection, embryo transfer).

6.7.2 There is no statutory entitlement to leave specifically for fertility treatment. However, the Council/School will seek to support employees undergoing fertility treatment by treating their medical appointments and any related sickness the same as any other medical appointment or sickness absence. The Council's/School's Sickness Absence Management Policy should be referred to in this instance.

6.7.3 Once an embryo has been successfully implanted following fertility treatment, an employee is legally regarded as pregnant for the purposes of pregnancy and maternity protections under the Equality Act 2010 and the provisions under this policy.

6.7.4 Employees experiencing an unsuccessful fertility procedure will be supported sensitively and protected from unfair treatment. Employees and managers should refer to sections 16 and 17 for more information on support and leave available in these circumstances.

6.8 Maternity Leave and Surrogacy Arrangements

6.8.1 Birth Mother in a Surrogacy Arrangement

6.8.1.1 Where an employee is the birth mother in a surrogacy arrangement, they will have the same entitlement to Statutory Maternity Leave as any other employee who gives birth, regardless of whether they intend to care for the child following birth.

6.8.1.2 Where the employee meets the relevant eligibility criteria, they may also be entitled to Statutory Maternity Pay and any contractual maternity pay

provided by the Council/School in accordance with the Maternity Leave and Pay provisions of this policy or STPCD or Burgundy book where applicable to teachers.

6.8.1.3 The existence of a surrogacy arrangement does not affect the employee's Maternity Leave or Pay entitlements.

6.8.2 Intended Parents in a Surrogacy Arrangement

6.8.2.1 Where an employee is an intended parent in a surrogacy arrangement, they will not be entitled to Maternity Leave or Maternity Pay, as these entitlements apply to employees who give birth.

6.8.2.2 Subject to meeting the relevant statutory and contractual eligibility requirements, intended parents may be entitled to other family leave and pay provisions, including:

- unpaid time off to attend 2 antenatal appointments with the surrogate;
- Adoption Leave and Pay where the employee becomes the child's legal parent through a parental order or adoption order;
- Paternity Leave and Pay;
- Shared Parental Leave and Pay;
- Neonatal Care Leave and Pay where the relevant eligibility requirements are met; and
- Unpaid Parental Leave.

6.8.2.3 Employees who are intended parents through a surrogacy arrangement should refer to the Adoption Leave, Paternity Leave and Shared Parental Leave sections of this policy.

6.9 Further support

6.9.1 Employees involved in a surrogacy arrangement may require support and flexibility before, during and after the birth or placement of a child. Managers should approach such circumstances sensitively and seek advice from the People Team to ensure that statutory entitlements, contractual benefits, and appropriate support are provided.

6.10 Other Family Leave Entitlements

6.10.1 Employees may also have access to other family-related leave, including:

- Shared Parental Leave;
- Paternity Leave;

- Neonatal Care Leave;
- Parental Leave; and
- other Council/School-supported leave arrangements.

6.10.2 Further information is available in the relevant sections of this policy.

6.10.3 Where an employee is not eligible for Paternity Leave but are the nominated supporter of the birth parent or primary adopter, they may be entitled to Support Leaver for Maternity or Adoption. Details of this are available in the Council's/School's Special Leave Policy.

7. Adoption Leave

7.1 Glossary

Average Weekly Earnings - For adoption pay purposes this is assessed as the gross weekly earnings (liable for National Insurance contributions) in the 8-week period immediately before the placement date of your child and includes payments made during this time, for example, overtime payments.

SAP – Statutory Adoption Pay

OAP – Occupational Adoption Pay

AA – Adoption Allowance

APP – Adoption Pay Period

OAL – Ordinary Adoption Leave

AAL – Additional Adoption Leave

7.2 Eligibility

7.2.1 Employees who are the primary adopter of a child placed through a UK adoption agency, an approved overseas adoption, a "foster to adopt" arrangement, or is the intended parent in a surrogacy arrangement and intends to apply for a Parental Order, may be entitled to Adoption Leave and Pay.

7.2.2 Adoption Leave does not apply to private adoptions, step-parent, or family adoptions, or where an existing foster carer adopts a child already in their care.

7.2.3 Where a couple adopts jointly, only one parent may take Adoption Leave. The other parent may be eligible for Paternity Leave, Shared Parental Leave, or other family-related leave.

7.3 Notification Requirements

7.3.1 Employees should notify their manager and the People Team in writing within 7 days of being matched with a child (or as soon as reasonably practicable) confirming:

- the expected placement date; and
- the intended start date of Adoption Leave.

7.3.2 Employees must provide the appropriate matching certificate or equivalent documentation.

7.3.3 Employees should also provide the required notice to receive SAP.

7.3.4 Employees may change the intended start date of Adoption Leave by giving at least 28 days' notice where reasonably practicable.

7.4 Adoption Leave Entitlement

7.4.1 Eligible employees may take up to 52 weeks' AL, comprising:

- 26 weeks' OAL; and
- 26 weeks' AAL.

7.4.2 Leave may begin:

- up to 14 days before placement (UK adoptions); or
- in accordance with statutory rules for overseas adoptions.

7.4.3 Only one period of AL is available for each placement, regardless of the number of children placed together.

7.5 Adoption Pay

7.5.1 Eligible employees may receive SAP for up to 39 weeks.

7.5.2 To qualify, employees must meet the statutory eligibility requirements, including:

- 26 weeks' continuous employment by the matching week;
- average weekly earnings at or above the National Insurance Lower Earnings Limit;
- giving the required notice; and
- meeting the statutory qualifying conditions.

7.5.3 SAP is paid:

- first 6 weeks at 90% of average weekly earnings;
- remaining 33 weeks at the statutory rate or 90% of average weekly earnings, whichever is lower.

7.5.4 Employees who do not qualify for SAP may qualify for AA where applicable.

Placeholder – will be inserted once agreed by the Terms and Conditions Work Strand.

7.5.5 Employees eligible under the Council's/School's enhanced scheme may also receive OAP. Eligibility, payment arrangements and any repayment conditions will be confirmed by the People Team.

7.5.6 Employees are entitled to OAP if they:

- have at least 1 year's continuous local government service at the date they are matched with a child by an adoption agency; and
- intend to return to work following Adoption Leave.

7.5.7 Eligible employees will receive half their normal contractual pay for weeks 7 to 18 of Adoption Leave, provided they return to work for at least 3 months after their Adoption Leave ends.

7.5.8 If SAP and OAP together would exceed an employee's normal weekly pay, the OAP will be spread over a longer period so that total weekly payments do not exceed normal weekly pay.

7.5.9 Employees who confirm that they intend to return to work for at least 3 months may choose to receive OAP in monthly instalments immediately after the first 6 weeks of Adoption Pay. Where eligible, SAP and OAP will normally be paid at the same time, unless the combined payments would exceed the employee's normal weekly pay.

7.5.10 Where OAP is paid before an employee returns to work, it will be treated as an advance payment. Employees who do not return to work for at least 3 months after Adoption Leave (or 6 months following consecutive periods of

Adoption Leave) will be required to repay the OAP. Repayment will not be required where the employee does not return because they are made redundant. SAP is not repayable.

7.5.11 Employees who are unsure whether they will return to work, or who request deferred payment, may choose to receive their OAP as a lump sum after they have returned to work and completed 3 months' service.

7.5.12 Employees who are not eligible for SAP will receive OAP without any deduction for SAP.

7.5.13 Any cost of living award or contractual pay increment that takes effect during the APP will be reflected in any SAP and, where applicable, OAP. Payments will be recalculated retrospectively where required.

7.6 Other Family Leave Entitlements

7.6.1 Employees may also have access to other family-related leave, including:

- Paternity Leave;
- Shared Parental Leave;
- Parental Leave;
- Neonatal Care Leave; and
- other family-friendly leave available under this policy.

8. Shared Parental Leave

Shared Parental Leave enables eligible parents to share the care of their child during the first year following birth or adoption. Eligible employees may choose to share leave and pay that would otherwise be available to the birth parent or primary adopter, allowing parents greater flexibility in how they care for their child.

Subject to the statutory eligibility requirements, parents may choose to take leave at the same time or at different times. Shared Parental Leave may be taken as a single continuous period or, where agreed by the Council/School, in separate blocks.

8.1 Glossary

Average Weekly Earnings (AWE) – For Shared Parental Pay (ShPP) purposes, this is the employee's average gross weekly earnings (liable for Class 1 National Insurance contributions) during the statutory eight-week relevant period before the qualifying week.

Continuous Leave – A single uninterrupted period of Shared Parental Leave.

Discontinuous Leave – 2 or more separate periods of Shared Parental Leave with periods of work in between.

Qualifying Week – The statutory week used to determine eligibility for Shared Parental Pay. This is normally the 15th week before the Expected Week of Childbirth or, for adoption, the week the employee is notified of being matched with a child.

ShPP – Statutory Shared Parental Pay

ShPPP – Shared Parental Pay Period

8.2 Eligibility

8.2.1 Employees may be entitled to SPL where the birth parent or primary adopter is entitled to Statutory Maternity Leave or Statutory Adoption Leave, or to Statutory Maternity Pay (SMP), Statutory Adoption Pay (SAP) or Maternity Allowance (MA) and chooses to end their entitlement early in accordance with the statutory rules.

8.2.2 The birth parent or primary adopter must share responsibility for caring for the child with the child's other parent, partner, or intended parent in a surrogacy arrangement.

8.2.3 Employees must satisfy the statutory continuity of employment test. This requires:

- one parent to have at least 26 weeks' recognised continuous employment with their employer by the end of the qualifying week and to remain employed until the start of Shared Parental Leave; and
- the other parent to have worked (employed or self-employed) for at least 26 of the 66 weeks immediately before the expected week of childbirth or placement, and to have earned at least the statutory minimum in any 13 of those weeks.

8.2.4 Employees must also provide the notices, declarations and evidence required by the Shared Parental Leave Regulations and this policy.

8.3 Shared Parental Leave Entitlement

8.3.1 Eligible employees may share up to 50 weeks' Shared Parental Leave where the birth parent or primary adopter ends their entitlement to Maternity Leave or Adoption Leave early.

8.3.2 The amount of Shared Parental Leave available will depend on how much Maternity Leave or Adoption Leave has already been taken by the birth parent or primary adopter.

8.3.3 Shared Parental Leave must be taken within 52 weeks of the child's birth or placement for adoption.

8.3.4 Leave may be taken as:

- 1 continuous period; or
- 2 or more discontinuous periods, where this is agreed by the Council/School.

8.3.5 Continuous Shared Parental Leave is a series of consecutive weeks over a single unbroken period.

8.3.6 Discontinuous Shared Parental Leave refers to taking Shared Parental Leave in multiple blocks, rather than one continuous period, allowing parents to alternate between working and caring for their child. Employees may request up to 3 periods of discontinuous leave in a single booking notice.

8.4 Shared Parental Pay

8.4.1 Eligible employees may receive up to 37 weeks of ShPP, after the birth parent or primary adopter has taken the legally require 2 weeks Maternity or Adoption Leave and Pay.

8.4.2 The amount of ShPP available depends on the amount of SMP, SAP or MA already received by the birth parent or primary adopter before Shared Parental Leave begins.

8.4.3 An employee will be eligible for Statutory Shared Parental Pay (ShPP) where all the following conditions are met:

- the employee has at least 26 weeks' recognised continuous employment with the Council/School by the end of the 15th week before the expected week of childbirth (or the relevant qualifying week for adoption);
- the employee remains employed by the Council/School until the week before Shared Parental Leave begins;
- the employee's average weekly earnings during the relevant assessment period are at least equal to the Lower Earnings Limit for National Insurance contributions in force at the relevant time;

- the employee shares, or expects to share, the main responsibility for the care of the child with the other parent at the time of the child's birth or placement for adoption;
- the birth mother or primary adopter has curtailed, or given binding notice to curtail, their entitlement to Maternity or Adoption Leave and/or Pay so that Shared Parental Pay becomes available; and
- the employee has complied with the statutory notification, declaration, and evidence requirements.

8.4.4 In addition, the employee's partner must satisfy the statutory employment and earnings test. This requires the partner to have:

- worked (whether as an employee, self-employed person, or worker) for at least 26 weeks during the 66 weeks immediately preceding the expected week of childbirth, or the week in which the adopter is notified of having been matched with a child; and
- earned at least the statutory minimum amount prescribed by law during any 13 of those 66 weeks.

8.4.5 ShPP is paid at the statutory weekly rate or 90% of the employee's average weekly earnings, whichever is lower.

8.5 Notification Requirements

8.5.1 Employees wishing to take Shared Parental Leave and/or Shared Parental Pay must give their manager and the People Team at least 8 weeks' written notice before the start of each period of leave.

8.5.2 Employees must provide the notices, declarations and information required by legislation, including confirmation of their eligibility, the amount of leave available, the amount of leave requested and the proposed start and end dates of each period of leave.

8.5.3 Where Shared Parental Leave is due to begin immediately following the birth or placement of a child, the notice may specify the leave start and end dates by reference to the date of birth or placement.

8.5.4 Employees may be required to provide evidence to support their entitlement to Shared Parental Leave and Shared Parental Pay. This may include:

- the name and business address of the other parent's employer (or their contact details if they are self-employed or no longer employed);
- a copy of the child's birth certificate, or, where this is not yet available, a MAT B1 certificate for birth parents; or
- a matching certificate issued by the adoption agency for adoptive parents.

8.5.5 The People Team will confirm the employee's Shared Parental Leave arrangements in writing.

8.6 Changes to Shared Parental Leave

8.6.1 Employees may request to change a previously agreed period of Shared Parental Leave by giving at least 8 weeks' written notice to their manager and the People Team.

8.6.2 Employees may make up to 3 statutory notifications to book or vary Shared Parental Leave. Additional requests may be considered at the Council's/School's discretion.

8.6.3 A request may include:

- changing the start or end date of a period of leave;
- cancelling a period of leave;
- changing the amount of leave requested; or
- changing a continuous period of leave to a discontinuous pattern, or vice versa.

8.6.4 Requests for discontinuous leave will be considered on a case-by-case basis, taking account of both the employee's needs and the operational requirements of the service. The Council/School may:

- agree the request;
- propose alternative dates; or
- refuse the request.

8.6.5 Where a request for discontinuous leave cannot be agreed, employees may:

- withdraw the request within 15 calendar days of the Council/School receiving the original notice. A withdrawn request will not count towards the employee's 3 statutory notifications to book or vary Shared Parental Leave; or
- take the requested amount of leave as one continuous period. The employee must specify the start date for the continuous period within 19 calendar days of giving the original notice. If no alternative start date is provided, the leave will begin on the original start date requested.

8.6.6 If the employee does not withdraw the request or specify an alternative start date within the statutory timescales described above, any subsequent request to take Shared Parental Leave on different dates will require a new

statutory notification. This will count towards the employee's 3 statutory notifications to book or vary Shared Parental Leave, with the original request counting as the first notification.

8.7 Cancelling the Decision to End Maternity or Adoption Leave

8.7.1 A birth parent or primary adopter may be able to withdraw their notice to end Maternity Leave or Adoption Leave early where this is permitted by legislation.

8.7.2 A notice to curtail Maternity Leave or Adoption Leave may normally only be withdrawn where:

- it becomes apparent during the notice period that neither parent is eligible for Shared Parental Leave or Shared Parental Pay;
- the other parent dies; or
- the notice was given before the birth and is withdrawn within six weeks of the child's birth.

8.7.3 Any request to withdraw a curtailment notice will be considered in accordance with the statutory Shared Parental Leave Regulations.

9. Paternity Leave

The purpose of Paternity Leave is to enable eligible employees with parental responsibility for a child to take time away from work to support the child's birth, adoption, or placement, and to provide care and support to the child and the child's birth parent, primary adopter, or intended parent at that time.

9.1 Glossary

EWC – Expected Week of Childbirth (beginning on a Sunday this is the 7-day period which includes the EDC)

EDC – Expected Date of Childbirth

Qualifying Week – 15th week before EWC

Average Weekly Earnings - For Maternity Pay purposes this is assessed as the gross weekly earnings (liable for National Insurance contributions) in the 8-week period immediately before the qualifying week and includes payments made during this time, for example, overtime payments.

SPP – Statutory Paternity Pay

9.2 Eligibility

9.2.1 An employee may be entitled to Statutory Paternity Leave where they:

- are an employee of the Council/School;
- have, or expect to have, responsibility for the child's upbringing;
- are the child's father, or the spouse, civil partner or partner of the child's birth parent or primary adopter (including same-sex partners), or are an intended parent in a qualifying surrogacy arrangement; and
- meet the statutory eligibility requirements in force at the time the leave is taken.

9.2.2 Statutory Paternity Leave is a day-one employment right. There is no minimum service requirement to qualify for the leave itself. Eligibility for SPP is subject to separate qualifying conditions (see Section 9.7).

9.2.3 Employees taking Paternity Leave in connection with a surrogacy arrangement must intend to apply for a Parental Order (or have applied for one) within the statutory timescales.

9.2.4 The Council/School may request evidence of eligibility, including a MATB1 certificate, Matching Certificate, official adoption documentation, or other evidence permitted by legislation.

9.3 Notification Requirements

9.3.1 An employee intending to take Paternity Leave following the birth of a child must notify their manager and the People Team of:

- the EWC;
- whether they intend to take 1 week or 2 weeks of Paternity Leave; and
- the date on which they intend their Paternity Leave to start.

9.3.2 Notification of the EWC must normally be given no later than the end of the 15th week before the expected week of childbirth. Notification of the intended start date of Paternity Leave and whether 1 or 2 weeks' leave will be taken must normally be given at least 28 days before the intended start date of the leave. Where this is not reasonably practicable, notice should be given as soon as reasonably practicable.

9.3.3 An employee intending to take Paternity Leave following a UK adoption must notify their manager and the People Team within 7 days of being notified that they have been matched with a child, or as soon as reasonably practicable if this is not possible. The notification must include:

- the date on which the employee was notified of the match;
- the expected date of placement;
- whether one week or two weeks of Paternity Leave will be taken; and
- the intended start date of the leave.

9.3.4 An employee taking Paternity Leave following an overseas adoption must notify the Council/School of:

- the date on which the child's primary adopter received official notification of the adoption;
- the date the child is expected to enter, or entered, Great Britain;
- whether one week or two weeks of Paternity Leave will be taken; and
- the intended start date of the leave, in accordance with the statutory notification requirements.

9.3.5 Where Paternity Leave relates to a surrogacy arrangement, the Council/School may request evidence that the employee intends to apply for, or has applied for, a Parental Order in accordance with the statutory requirements.

9.3.6 An employee wishing to change the intended start date of their Paternity Leave should provide at least 28 days' notice, or, where this is not reasonably practicable, as much notice as reasonably practicable.

9.4 Paternity Leave Entitlement

9.4.1 Eligible employees are entitled to take up to 2 weeks' Statutory Paternity Leave following the birth or adoption of a child. Leave may be taken as:

- 1 week;
- 2 consecutive weeks; or
- 2 separate blocks of 1 week.

9.4.2 Paternity Leave cannot be taken as individual days.

9.4.3 Paternity Leave may commence on any day of the week and must be taken within 52 weeks of:

- the child's birth;
- the child's placement for adoption; or
- the child's arrival in Great Britain in the case of an overseas adoption.

9.4.4 Employees taking Paternity Leave in connection with a surrogacy arrangement may take leave in accordance with the statutory provisions.

9.4.5 Any enhanced contractual Paternity Leave provided by the Council/School will be set out in the employee's terms and conditions of employment or local collective agreements.

9.5 Statutory Paternity Pay

9.5.1 Eligibility for Statutory Paternity Pay (SPP) is separate from eligibility for Statutory Paternity Leave.

9.5.2 To qualify for SPP, an employee must satisfy the statutory eligibility criteria, including:

- being the child's father, or the spouse, civil partner or partner of the birth parent or primary adopter (including same-sex partners), or an intended parent in a qualifying surrogacy arrangement;
- having at least 26 weeks' continuous service with the Council/School by the end of the relevant qualifying week;
- remaining employed by the Council/School up to the date of the child's birth or placement for adoption;
- having average weekly earnings at or above the Lower Earnings Limit for National Insurance contributions during the relevant assessment period; and
- complying with the statutory notification requirements.

9.5.3 Eligible employees will receive Statutory Paternity Pay at the statutory rate in force at the time, or 90% of their average weekly earnings if this is lower.

9.5.4 Statutory Paternity Pay will be paid through the Council’s/School’s payroll and will be subject to the usual deductions for tax, National Insurance, and pension contributions, where applicable.

9.5.5 Employees who qualify for Statutory Paternity Leave but do not meet the qualifying conditions for Statutory Paternity Pay will be entitled to take unpaid Paternity Leave.

10. Arrangements Related to Pregnancy, Maternity, Adoption, Shared Parental and Paternity Leave

10.1. Antenatal, Adoption and Surrogacy Appointments

10.1.1 The Council/School recognises the importance of employees attending appointments connected with pregnancy, childbirth, adoption, and surrogacy

and will provide paid time off where required by law and in accordance with this policy.

10.1.2 Pregnant employees are entitled to paid time off during normal working hours to attend antenatal appointments where the appointment has been made on the advice of a registered medical practitioner, registered midwife, or registered nurse. The Council/School will also support attendance at recommended antenatal classes in accordance with its family-friendly provisions.

10.1.3 Employees who are the spouse, civil partner, or partner of a pregnant person, or who are the intended second parent in a qualifying surrogacy arrangement, may take unpaid time off to accompany them to up to 2 antenatal appointments, subject to the statutory eligibility requirements.

10.1.4 Primary adopters, including employees adopting a child alone, are entitled to take paid time off to attend up to 5 pre-adoption appointments to a maximum of 6.5 hours for each appointment.

10.1.5 Employees who are the partner of the primary adopter and are not taking Adoption Leave themselves are entitled to unpaid time off to attend up to 2 adoption appointments in accordance with statutory provisions.

10.1.6 Where reasonably practicable, employees should arrange appointments outside their normal working hours or at times which minimise disruption to service delivery. The Council/School recognises that this will not always be possible and employees will not be disadvantaged where appointments can only be arranged during working hours.

10.1.7 Employees should:

- notify their manager of appointments as soon as reasonably practicable;
- advise their manager of the expected duration of the appointment, including reasonable travelling time where appropriate; and
- provide confirmation of appointments where reasonably requested. This may include an appointment card, letter, email, or text message.

10.1.8 Employees will not be required to make up working time taken for authorised appointments under this section.

10.1.9 Managers should deal with requests sensitively and recognise that appointments may involve examinations, treatment or discussions which can be emotionally and physically demanding.

10.2 Keeping in Touch (KIT) and Shared Parental Leave in Touch Days (SPLIT)

10.2.1 The Council/School recognises the importance of maintaining appropriate contact with employees during periods of family leave.

10.2.2 Before leave begins, the employee and their manager should discuss and agree how contact will be maintained during the absence. This may include communication about:

- significant organisational or service changes;
- restructuring or consultation exercises;
- vacancies and promotion opportunities;
- learning and development opportunities;
- mandatory training;
- professional registration requirements where applicable;
- wellbeing support available through the Council/School; and
- arrangements for returning to work.

10.2.3 Reasonable contact between the Council/School and an employee during Maternity, Adoption or Shared Parental Leave does not bring the period of leave to an end.

10.2.4 Employees on Maternity or Adoption Leave may undertake up to 10 Keeping in Touch (KIT) days during their leave, and employees on Shared Parental Leave may undertake up to 20 Shared Parental Leave in Touch (SPLIT) days during their leave (in addition to KIT days), without bringing their statutory leave or pay to an end.

10.2.5 Both KIT and SPLIT days are voluntary. Neither the Council/School nor the employee can require the other to agree to a KIT or SPLIT day.

10.2.6 KIT and SPLIT days may be used for any work that would ordinarily form part of the employee's duties, including:

- attending team meetings;
- mandatory or professional training;
- supervision or appraisal meetings;
- conferences;
- service planning;
- maintaining professional skills; or
- preparing for return to work.

10.2.7 KIT days cannot be taken during the compulsory 2-week Maternity Leave period immediately following childbirth.

10.2.8 Employees will receive their normal contractual rate of pay for the hours worked on an approved KIT or SPLIT day.

10.2.9 Where an employee is receiving Statutory Maternity, Adoption or Shared Parental Pay for the same day, the Council/School will ‘top up’ pay to the normal basic rate.

10.2.10 Payment will normally be made through the next available payroll following receipt of the appropriate authorisation.

10.2.11 Managers are responsible for ensuring that KIT and SPLIT days are agreed in advance and accurately recorded.

10.2.12 A day on which any work is undertaken, regardless of the number of hours worked, will normally count as one KIT or SPLIT day.

10.2.13 Employees should discuss with their manager in advance the duties to be undertaken, working hours and any health and safety considerations before attending work.

11. Neonatal Care Leave

11.1 Glossary

Average Weekly Earnings - For Statutory Neonatal Care Pay purposes, this is the employee's average gross weekly earnings (liable for Class 1 National Insurance contributions) during the statutory eight-week relevant period before the qualifying week.

Qualifying Week - For Statutory Neonatal Care Pay purposes, the qualifying week is the statutory week used to determine an employee's eligibility and calculate Average Weekly Earnings. This is normally the 15th week before the Expected Week of Childbirth for employees entitled to Statutory Maternity or Paternity Pay, the week the employee is notified they have been matched with a child for adoption for employees entitled to Statutory Adoption Pay, or the week immediately before the child enters neonatal care in all other cases.

SNCP - Statutory Neonatal Care Pay

11.2 Eligibility

11.2.1 Employees may be entitled to Neonatal Care Leave where their child receives qualifying neonatal care for a continuous period of at least 7 days. Neonatal care may be required where a baby is born prematurely, is unwell or injured at birth, or has a low birth weight.

11.2.2 Neonatal care includes:

- medical care provided in hospital;
- medical care provided after discharge under the direction of a consultant;
- palliative or end-of-life care; or
- ongoing care or monitoring directed by a consultant outside a hospital setting.

11.3 Neonatal Care Leave Entitlement

11.3.1 Eligible employees may take up to 12 weeks' Neonatal Care Leave in addition to Maternity Leave, Adoption Leave, Paternity Leave or Shared Parental Leave.

11.3.2 Neonatal Care Leave must be taken within 68 weeks of the child's birth and in accordance with the statutory rules for Tier 1 and Tier 2 leave.

11.3.3 Where more than one child is born as part of the same pregnancy, employees are entitled to one period of Neonatal Care Leave of up to 12 weeks.

11.3.4 Separate periods of Neonatal Care Leave may be available where there are separate births within the qualifying period.

11.3.5 Employees may remain eligible for Neonatal Care Leave in the unthinkable event of neonatal death, provided that:

- the child received neonatal care for at least 7 consecutive days; and
- the required notice for Neonatal Care Leave is given before or after the child's death.

11.3.6 Neonatal Care Leave may begin on the day after the child's death and is in addition to any entitlement to Parental Bereavement Leave. Where another period of statutory family leave, such as Maternity Leave, Adoption Leave or Paternity Leave, has already started, that leave must be taken before Neonatal Care Leave begins.

11.3.7 Employees may remain eligible for Neonatal Care Leave where an adoption placement is disrupted, provided that:

- the child received neonatal care for at least 7 consecutive days from the date of placement; and
- the required notice for Neonatal Care Leave is given before or after the placement ends.

11.3.8 In a surrogacy arrangement, employees may remain eligible for Neonatal Care Leave where an application for a Parental Order is unsuccessful, provided that:

- the child received neonatal care for at least 7 consecutive days; and
- the required notice for Neonatal Care Leave is given before or after the application is unsuccessful.

11.4 Notification Requirements

11.4.1 Notice requirements depend on whether the leave is taken during the Tier 1 or Tier 2 period, as defined in the statutory regulations:

- Tier 1 leave applies while the employee's child is receiving neonatal care and for one week after the neonatal care ends.
- Tier 2 leave applies after the Tier 1 period until the end of 68 weeks beginning with the child's birth.

11.4.2 For Tier 1 leave, employees should notify their manager verbally, ideally before the first day of Neonatal Care Leave, or as soon as reasonably practicable afterwards. Notification for Tier 1 leave does not need to be in writing.

11.4.3 Tier 2 leave applies after the child has stopped receiving neonatal care. Employees taking one week's Tier 2 leave must notify their manager and the People Team in writing at least 15 days before the leave starts. Employees taking 2 or more consecutive weeks of Tier 2 leave must give at least 28 days' written notice before the leave starts.

11.4.4 Tier 2 leave must be taken as consecutive weeks. This means the time off must be taken in 1 block and cannot be split.

11.4.5 Employees must provide the information and declarations required by legislation, including the child's date of birth (or placement date for adoption), the dates of neonatal care, confirmation that they satisfy the parental relationship requirement, and any other information reasonably required to determine eligibility.

11.4.6 The People Team will confirm the employee's Neonatal Care Leave arrangements in writing.

11.4.7 Neonatal Care Leave cannot be taken at the same time as another period of statutory family leave. Where Neonatal Care Leave interrupts another statutory leave, the remaining Neonatal Care Leave will be taken in accordance with the statutory rules.

11.5 Statutory Neonatal Care Pay

11.5.1 Eligible employees may receive SNCP for up to 12 weeks.

11.5.2 To qualify, employees must meet the statutory eligibility requirements, including:

- 26 weeks continuous service up to the end of the qualifying week;
- average weekly earnings at or above the National Insurance Lower Earnings Limit;
- giving the required notice; and
- has responsibility for the child's upbringing (or otherwise meets the statutory parental relationship requirement).

11.5.3 SNCP is paid at the statutory weekly rate or 90% of average weekly earnings, whichever is lower, and is subject to tax and National Insurance deductions.

11.6 Contact During Neonatal Care Leave

11.6.1 Managers should agree appropriate communication arrangements with employees before, or as soon as reasonably practicable after, Neonatal Care Leave begins. Contact should be reasonable and reflect the employee's individual circumstances.

11.6.2 Employees may nominate another person, such as a family member or friend, to act as a point of contact if preferred.

11.6.3 Employees should let their manager know if there is any information they wish to remain confidential and what information, if any, may be shared with colleagues or others.

12. Parental Leave

Eligible employees are entitled to Parental Leave in accordance with this policy to care for their child. Parental Leave may be taken for a range of childcare-related purposes, such as supporting a partner following the birth or adoption of a child, providing care during school holidays, or spending additional time with their child. The leave may be taken for any purpose that relates to the care of the child.

12.1 Eligibility

12.1.2 Eligible employees are entitled to take unpaid Parental Leave from the first day of employment, provided they have parental responsibility for a child under the age of 18.

12.1.3 Employees must either:

- be named on the child's birth certificate;
- be the child's adoptive parent; or
- have parental responsibility for the child under the Children Act 1989 or the Children (Scotland) Act 1995.

12.1.4 A person other than a birth or adoptive parent, such as a legal guardian, may therefore qualify where they have parental responsibility for the child.

12.1.5 The entitlement to Parental Leave applies to each eligible parent individually. Where both parents are employed by the Council, each is entitled to their own statutory entitlement.

12.1.6 Parental Leave is an entitlement for each child. For example, where twins are born or adopted, the entitlement applies separately to each child.

12.1.7 Any statutory Parental Leave taken with a previous Local Government employer will count towards the employee's overall entitlement and must be declared when requesting leave.

12.1.8 The Council/School may request reasonable evidence to confirm an employee's eligibility for Parental Leave, including evidence of parental responsibility, birth or adoption, or evidence that a child qualifies as disabled for the purposes of the Parental Leave Regulations.

12.2 Notification Requirements

12.2.1 Employees wishing to take Parental Leave must provide their manager and the People Team with at least 21 calendar days' written notice of:

- the amount of leave requested;
- the proposed start date; and
- the child to whom the leave relates.

12.2.2 Where an employee wishes to change the intended start date, at least 28 calendar days' notice should be given wherever reasonably practicable. Where this is not possible, notice should be provided as soon as reasonably practicable.

12.2.3 The Council/School may request reasonable evidence to confirm an employee's eligibility before approving the leave.

12.2.4 Where the operational requirements of the service would be unduly disrupted, the Council/School may postpone a period of Parental Leave in accordance with the Parental Leave Regulations. Where leave is postponed, the Council/School will consult with the employee and confirm alternative dates in writing. Parental Leave will not be postponed where legislation prevents this.

12.3 Parental Leave Entitlement

12.3.1 Eligible employees are entitled to up to 18 weeks' unpaid Parental Leave for each child, up to the child's 18th birthday. Entitlement for part-time employees will be calculated on a pro-rata basis.

12.3.2 Unless otherwise provided for by legislation, a maximum of four weeks' Parental Leave may be taken in respect of each child during any leave year.

12.3.3 Parental Leave must normally be taken in blocks of 1 week. Any part of a week's leave, including a single day, counts as one week's entitlement, except where leave is taken in respect of a disabled child.

12.3.4 Employees taking Parental Leave for a disabled child may take leave in individual days, with only the actual days taken deducted from their entitlement.

12.4 Parental Leave Pay

12.4.1 Parental Leave is unpaid. Employees may wish to seek independent advice regarding any State benefits or financial support for which they may be eligible.

13. Employment Terms, Benefits and Arrangements During Family Leave

13.1 Annual Leave and Contractual Rights During Family Leave

13.1.1 Periods of Family Leave count as continuous service and will not affect an employee's:

- length of service;
- contractual rights;

- eligibility for pay progression or increments in accordance with the Council's/School's terms and conditions of employment; or
- access to future employment, training, or development opportunities.

13.1.2 Employees will continue to benefit from contractual rights and benefits during periods of statutory Family Leave, in accordance with the relevant legislation, their terms and conditions of employment and any applicable scheme rules. The treatment of individual contractual benefits may vary depending on the terms of the relevant scheme.

13.1.3 The Council/School will ensure that employees are not treated less favourably because they are pregnant or because they are taking, or seeking to take, Family Leave. Employees will be afforded the statutory protections against detriment and dismissal associated with the relevant type of Family Leave.

13.1.4 Council employees continue to accrue statutory and contractual annual leave during Family Leave. Employees should discuss and agree arrangements for taking accrued annual leave with their manager before commencing such leave, where practicable. Subject to the needs of the service, accrued annual leave may be taken immediately before or after a period of Family Leave.

13.1.5 Teachers should refer to their local Annual Leave Policy and Procedure for how annual leave will be applied when taking Family Leave.

13.1.6 Employees with non-standard working patterns, such as term-time only, annualised hours or bank (zero-hours) arrangements, should refer to the Council's/School's Annual Leave Policy for details of how annual leave entitlement and bank holiday calculations are determined.

13.1.7 Employees taking statutory Parental Leave remain employed throughout the period of leave and continuity of service is preserved. Contractual rights are maintained during Parental Leave in accordance with the relevant statutory provisions, except for remuneration unless enhanced contractual provisions apply. Statutory Parental Leave is unpaid. Annual leave will accrue during Parental Leave only where required by legislation or by the employee's terms and conditions of employment.

13.1.8 Employees taking Neonatal Care Leave are entitled to the same employment protections as employees taking other forms of statutory Family Leave, including protection from detriment or dismissal because they have taken, or sought to take, Neonatal Care Leave, in accordance with the relevant legislation.

13.2 Payroll Deductions During Family Leave

13.2.1 Where an employee continues to receive pay during Maternity, Adoption, Shared Parental, Paternity or Neonatal Care Leave, statutory deductions and any authorised deductions from pay will continue to be made where applicable and in accordance with legislation.

13.2.2 This may include deductions such as:

- trade union subscriptions;
- professional body memberships;
- charitable giving schemes;
- salary advances;
- loans; and
- other authorised deductions.

13.2.3 Employees should review their payroll deductions before starting Family Leave and consider whether they wish to continue any voluntary arrangements during periods where their pay may reduce.

13.2.4 Where an employee enters a period of unpaid Family Leave, deductions that cannot be recovered through payroll may need to be suspended or alternative payment arrangements agreed.

13.2.5 Statutory Parental Leave is unpaid. Employees taking Parental Leave should make appropriate arrangements with the relevant provider or organisation if they wish to continue payments that would normally be deducted through payroll during the period of unpaid leave.

13.2.6 Employees should contact the relevant provider or organisation directly if they wish to continue making payments during any unpaid period of Family Leave.

13.2.7 Employees should be aware that stopping certain payments, such as professional memberships, insurance schemes or other subscriptions, may affect associated benefits, services, or eligibility. Employees are responsible for checking the impact of any decision to suspend payments.

13.2.8 Participation in salary sacrifice schemes during periods of Family Leave will be managed in accordance with the rules of the relevant scheme, HM Revenue & Customs (HMRC) requirements and the Council's/School's policies. Employees should be aware that participation may be suspended, amended, or cease where pay is reduced or where this is necessary to comply with statutory, contractual or scheme requirements.

13.2.9 Salary sacrifice arrangements reduce an employee's contractual gross salary and may affect the calculation or amount of statutory payments, including Statutory Maternity Pay (SMP), Statutory Adoption Pay (SAP), Statutory Shared Parental Pay (ShPP), Statutory Paternity Pay (SPP) and Statutory Neonatal Care Pay (SNCP). Employees should consider the financial impact of entering into, continuing, varying, or ending a salary sacrifice arrangement before commencing Family Leave and should seek advice where appropriate.

13.2.10 Employees should seek advice from Payroll or the relevant scheme provider if they are unsure how participation in a salary sacrifice scheme may affect their pay, statutory payments, or other contractual benefits during Family Leave.

13.2.11 Where adjustments to pay are required during or following a period of Family Leave, the Council/School will notify the employee as soon as reasonably practicable. Any overpayments or underpayments of salary or statutory payments will be corrected in accordance with the Council's/School's payroll procedures and any applicable legislation.

13.2.12 The childcare voucher scheme is closed to new applicants. Employees who joined the scheme before it closed may continue to participate where they remain eligible under the rules of the scheme.

13.2.13 Employees considering stopping participation in the childcare voucher scheme should be aware that they may not be able to rejoin the scheme once they have left it.

13.2.14 Employees should consider whether alternative childcare support, such as Tax-Free Childcare, may be available and should seek independent financial advice where appropriate.

13.3 Pension Arrangements During Family Leave

13.3.1 Employees who are eligible and members of a workplace pension scheme will remain members of the relevant scheme during Family Leave, subject to the rules of the scheme, applicable legislation, and any scheme-specific requirements in force at the relevant time.

13.3.2 Pension contributions, pensionable service, and pension benefits during periods of statutory Family Leave will be administered in accordance with the relevant pension scheme regulations and associated guidance. This includes the Local Government Pension Scheme (LGPS) for eligible employees and the Teachers' Pension Scheme (TPS) for eligible teaching staff.

13.3.3 During paid Maternity, Adoption, Shared Parental, Paternity and Neonatal Care Leave, pension contributions and benefits will continue in accordance with the rules of the relevant pension scheme. Employee contributions will normally be based on the pensionable pay received, with employer contributions calculated in accordance with the requirements of the relevant scheme.

13.3.4 During periods of unpaid Maternity, Adoption, Shared Parental, Paternity, Neonatal Care or Parental Leave, the impact on pensionable service, contributions and benefits will be determined by the rules of the employee's pension scheme.

13.3.5 For employees who are members of the Local Government Pension Scheme (LGPS), statutory unpaid Parental Leave does not automatically count as pensionable service. Where permitted under the LGPS Regulations, employees may elect to purchase the pension lost during a period of unpaid Parental Leave by paying Additional Pension Contributions (APCs), subject to the relevant requirements and timescales.

13.3.6 For employees who are members of the Teachers' Pension Scheme (TPS), the impact of unpaid Parental Leave on pension benefits will be determined in accordance with the Teachers' Pension Scheme Regulations. Employees should seek advice from Teachers' Pensions regarding any options available to maintain or increase pension benefits.

13.3.7 Employees should contact the Council's/School's Payroll or Pensions Team, or the relevant pension provider, if they require further information about how a period of Family Leave may affect their pension benefits or contributions.

14. Returning to Work After Family Leave

14.1 Employees are expected to return to work on the agreed return date following Family Leave. Employees wishing to return earlier than the agreed end date of Maternity, Adoption, Shared Parental or Neonatal Care Leave must provide the required notice to their manager and the People Team in accordance with statutory requirements.

14.2 Employees returning from Family Leave will have the right to return to work in accordance with the relevant statutory provisions and their terms and conditions of employment. Where legislation provides a right to return to the same role, the Council/School will comply with that requirement. Where legislation permits a suitable alternative role to be offered because returning

to the same role is not reasonably practicable, any alternative role offered will be on terms and conditions that are no less favourable.

14.3 Employees returning from a period of statutory Family Leave will not be disadvantaged because they have taken, or intend to take, Family Leave. Continuity of service and contractual rights will be maintained in accordance with legislation and the employee's terms and conditions of employment.

14.4 Employees taking Maternity, Adoption, qualifying Shared Parental Leave or qualifying Neonatal Care Leave are entitled to the statutory protection from redundancy applicable to the relevant type of Family Leave.

14.5 Where a redundancy situation arises during the applicable protected period, the Council/School will comply with the requirements of the Protection from Redundancy (Pregnancy and Family Leave) Act 2023, the Maternity and Parental Leave etc. Regulations 1999 (as amended) and any other relevant legislation in force at the time. Where required by law, eligible employees will be offered any suitable alternative vacancy, where one is available, before being made redundant.

14.6 The applicable protected period will be that prescribed by the relevant legislation governing redundancy protection for employees who are pregnant or who are taking, or have recently returned from, statutory Family Leave. The Council/School will apply the statutory protected period in force at the relevant time.

14.7 The Council/School will ensure employees on Family Leave are included in relevant communication, consultation, and organisational change processes in accordance with the Council's/School's Organisational Change Policy and Procedure and are not excluded or disadvantaged because they are absent on statutory Family Leave.

14.8 Employees may request changes to their working arrangements, including flexible working, in accordance with the Council's/School's Flexible Working Policy and Procedure. Requests will be considered in line with statutory requirements, the Council's/School's policies, and the needs of the service.

14.9 Managers should discuss return-to-work arrangements with employees in advance, where practicable, including any support, refresher training, workplace adjustments, phased return arrangements (where appropriate) and any practical arrangements needed to support a successful return to work.

14.10 Following a period of Neonatal Care Leave or other Family Leave associated with a child's health needs, managers should consider whether any additional workplace support or temporary adjustments may assist the

employee's return to work. Any arrangements should take account of the employee's circumstances, relevant policies, and the operational needs of the Council/School.

15. Resignation, Termination of Employment and Dismissal During Family Leave

15.1 Employees who decide that they do not wish to return to work following a period of Family Leave must provide notice of resignation in accordance with the notice provisions set out in their terms and conditions of employment. The Council/School may agree to waive or vary the notice period where appropriate.

15.2 Teachers must comply with any applicable Burgundy book/contractual notice provisions and leaving dates.

15.3 Where an employee resigns during a period of Family Leave, their employment will end on the agreed termination date, which will normally be the end of the applicable notice period unless an alternative arrangement has been agreed. Any statutory or contractual payments due during the notice period or following termination of employment will be administered in accordance with legislation, the employee's terms and conditions of employment and any applicable scheme rules.

15.4 Where an employee leaves the Council's/School's employment during or at the end of a period of Family Leave, they may be entitled to payment in respect of accrued but untaken annual leave, subject to the Council's/School's Annual Leave Policy and applicable legislation.

15.5 Where an employee has received enhanced contractual pay during Family Leave and their terms and conditions include a requirement to return to work for a specified period following leave, any repayment obligations will be applied in accordance with the relevant contractual provisions. Payment in lieu of accrued annual leave may, where applicable, be considered when calculating any amount due.

15.6 If an employee's employment ends due to dismissal while they are taking Family Leave, the Council/School will ensure that the employee receives any statutory and contractual payments to which they are entitled. Dismissal will not affect an employee's entitlement to statutory payments already due under the relevant family leave provisions.

15.7 Where employment ends due to circumstances such as redundancy, the expiry of a fixed-term contract or organisational change, the Council/School

will comply with all applicable statutory protections relating to employees taking or returning from Family Leave. Where required by legislation, the Council/School will consider suitable alternative employment opportunities and ensure employees are not disadvantaged because they have taken, or intend to take, Family Leave.

15.8 Employees who are considering resigning during or following Family Leave are encouraged to discuss their circumstances with their manager and/or the People Team before submitting their resignation, where appropriate.

16. Bereavement During Family Leave

16.1 The Council/School recognises that experiencing the death of a child, pregnancy loss (including miscarriage, ectopic pregnancy, failed fertility treatment, perinatal loss), or the death of a close family member whilst on Family Leave is a deeply distressing experience. Employees will be treated with compassion and sensitivity and provided with appropriate support, flexibility, and information about their statutory and contractual entitlements.

16.2 Where a child is stillborn from the beginning of the 24th week of pregnancy, or dies following birth (neonatal death) or following placement for adoption, an employee's statutory and contractual Family Leave and Pay entitlements will continue in accordance with the relevant legislation and the Council's/School's terms and conditions of employment. Eligible employees may also be entitled to Statutory Parental Bereavement Leave and Pay (see Special Leave Policy and procedure) and any other statutory Family Leave and Pay applicable at the relevant time.

16.3 Employees who experience pregnancy loss before 24 weeks will be treated with compassion and sensitivity. The Council/School will provide any statutory Bereavement Leave and Pay available under legislation together with any additional support available under its Compassionate Leave, Sickness Absence, Wellbeing, and other relevant policies, where applicable.

16.4 Where an employee experiences the death of a partner or another bereavement whilst on Family Leave, their entitlement to statutory and contractual leave and pay, including Bereaved Partner's Paternity Leave where applicable, will be determined in accordance with the relevant legislation and the Council's/School's terms and conditions of employment. Eligible bereaved fathers/partners can have up to 52 weeks' unpaid Bereaved Partner's Paternity Leave where the mother/birth parent/primary adopter dies during the first year of the child's life.

16.5 Where a bereavement affects an employee's entitlement to any statutory Family Leave, including Shared Parental Leave, Neonatal Care Leave or

Parental Leave, the Council/School will provide advice and support to help the employee understand their statutory and contractual rights and any options available.

16.6 Managers should approach all bereavement situations with compassion, sensitivity, and flexibility, taking account of the individual circumstances. Managers should discuss any additional support, workplace adjustments or leave that may be available, including Statutory Bereavement Leave, Statutory Parental Bereavement Leave and Pay, Compassionate Leave and any other family-related leave available under legislation or Council/School policy.

16.7 Managers should maintain appropriate contact with the employee throughout any period of leave and seek advice from the People Team to ensure that statutory entitlements are applied correctly and that appropriate support is provided.

17. Support During Family Leave

17.1 The Council/School recognises that taking Family Leave or experiencing changes in family circumstances can be a significant time for employees. Employees will be provided with appropriate information, guidance, and support throughout their Family Leave journey.

17.2 The Council's/School's Employee Assistance Programme (EAP) provides a free, confidential counselling service to all employees who wish to use it. Employees will be given appropriate contact details of relevant support services, including the EAP where available, and levels of support during the process.

17.3 If you are a member of our recognised Trade Union(s), they can also offer additional support. Alternatively, a member of the People Team can also offer advice and guidance.

17.4 Where required, referrals to Occupational Health or stress risk assessments, can also be made if necessary.

[Branding to be provided at a later date]

Redeployment Policy and Procedure

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Policy Governance and Version Control

Policy Details

Policy owner: **[tbc once structures are confirmed]**
Policy author: HR Consultant
Other refences or related documents: Organisational Change, Sickness Absence Management, Capability, Pay Protection, Reward Policies and Procedures

Approval Information

Approved by: Employment Committee
Approval date: **[tbc]**
Effective from: 1 April 2027
Supersedes: All previous Surrey sovereign Councils'/Schools' Redeployment Policies and Procedures
Date of review: November 2026
Frequency of future reviews: We will review this policy every 3 years, or sooner where there are:

- Legislative changes;
- Changes to ACAS guidance;
- Organisational restructuring;
- Significant case law developments; or
- Identified operational requirements.

Version Control

Version: 1.0
Author: HR Consultant
Summary of key changes: Initial issue

Consultation

Stakeholders consulted: Trade Unions, Heads of HR
Date of consultation: September - October 2026
Equality Impact Assessment: EIA completed **[date]**

We have reviewed this document to make it accessible to all colleagues where possible. However, if you have any difficulties in using the document, please contact your manager in the first instance, or a member of the People Team or your Trade Union, and they will be able to assist you.

Equality, Diversity and Inclusion Statement -Placeholder – to be inserted once agreed.

Redeployment Policy

1. Purpose

1.1 We are committed to retaining a skilled workforce wherever reasonably possible. Redeployment is one of the ways we may support employees who are unable to continue in their current role due to capability issues, or whose role is at risk of redundancy, where suitable alternative employment is available.

1.2 This policy and procedure sets out the principles we will apply when considering redeployment arising from:

- organisational change and potential redundancy;
- ill health or disability;
- reasonable adjustments under the Equality Act 2010;
- capability or performance-related circumstances.

1.3 We will consider each case on its individual circumstances and will seek to identify suitable opportunities wherever reasonably practicable. However, redeployment cannot be guaranteed, and the Council is not required to create a new post solely to achieve redeployment.

2. Scope

2.1 This policy and procedure applies to all employees on East Surrey Council Pay terms and conditions of employment and those employment groups who choose to adopt East Surrey Council Pay policies e.g., Youth & Community Workers and Educational Psychologists. It will also apply to employees in schools where the Council is the employer of staff, and in other maintained schools who choose to adopt the policy.

2.2 Where the Governing Body is the employer, references to the Council should be read as references to the Governing Body unless the context requires otherwise. Adoption of this policy by a school does not transfer the

Governing Body's employment responsibilities to the Council. In foundation and voluntary aided schools, the Governing Body is the employer.

2.3 Where the term People Team is used, schools should seek advice from their relevant HR service provider.

2.4 This policy does not apply to agency workers, consultants, contractors, or other individuals who supply services to us but are not considered employees.

2.5 Fixed-term employees may be eligible for redeployment where the expiry or termination of their fixed-term contract relates to redundancy. Where a fixed-term contract ends for another reason, the relevant circumstances will be considered under the applicable procedure.

3. Principles

3.1 In applying this policy and procedure we will:

- consider redeployment fairly, objectively, and consistently;
- consider suitable alternative employment as part of any redundancy process, or capability process, where appropriate;
- consult meaningfully with employees about redeployment and other ways of avoiding or mitigating redundancy in line with the Council's/School's Organisational Change Policy and Procedure, and where redeployment arises in connection with redundancy, the redeployment process will form part of, and will not replace, the applicable individual and collective redundancy consultation requirements.
- consider reasonable adjustments throughout the redeployment process;
- involve employees in identifying and considering potential roles;
- take account of the employee's skills, experience, qualifications, health, and personal circumstances;
- comply with any statutory priority for suitable alternative employment;
- provide appropriate support to employees throughout the process;
- maintain appropriate confidentiality and comply with data protection requirements; and
- ensure that decisions are supported by appropriate records and communicated clearly to the employee.

3.2 Schools have autonomy, under LMS, to make decisions on staffing, resource allocation, and financial priorities. The Council expects maintained schools to apply the principles within this policy, including seeking to redeploy within their own setting where possible, and will set out ways in which the Council might also be able to support employees in these schools throughout the policy.

3.3 Whilst the Council cannot match school employees with redeployment status with roles in other schools, this policy will apply to redeployment opportunities within the Council. The Council expects schools to ensure that employees who are given notice of redundancy engage fully with efforts to seek alternative employment. Schools that identify potential redeployment opportunities within their own settings should work with their HR provider to ensure the appropriate processes are followed in the circumstances.

3.4 Employees will be informed where they have a statutory or contractual right to be accompanied. Where there is no statutory right, the Council/School may permit accompaniment in accordance with the relevant procedure or local arrangements.

3.5 Redeployment must not be used as a mechanism to circumvent statutory restrictions on dismissal and re-engagement, or to impose contractual changes unlawfully. Where acceptance of an alternative role would involve a change to contractual terms, we will follow the applicable consultation and contractual processes and will obtain appropriate HR advice before proceeding.

3.6 This policy and procedure complies with applicable legislation and is intended to reflect relevant ACAS Codes of Practice and guidance, as amended from time to time. Where there are any changes to the Employment Rights Act 2025 these will also be reflected in the policy.

3.7 From 1 April 2027 to 31 March 2028, East Surrey Council and West Surrey Council are committed to reciprocal arrangements that will enable employees with formal redeployment status in either Council to access redeployment opportunities across both Councils. During this period, eligible redeployees will be provided with access to both Councils' redeployment vacancy arrangements and may apply for suitable redeployment opportunities in either organisation.

This reciprocal arrangement applies solely to vacancies made available exclusively for redeployment and does not give employees wider internal applicant status in the other Council. Outside of redeployment advertising, employees will be treated as internal candidates only by the Council that employs them. Where a vacancy in the other Council is advertised externally, employees may apply through the normal external recruitment process and will be considered on the same basis as other external applicants.

4. Roles and Responsibilities

4.1 Managers and School Governing Bodies are responsible for applying this policy and procedure fairly, consistently and in a timely manner. They are responsible for identifying suitable redeployment opportunities, supporting

employees throughout the redeployment process, and ensuring that reasonable adjustments are considered where appropriate.

4.2 Employees are expected to engage constructively with the redeployment process, provide accurate and relevant information, attend meetings and interviews as required, and actively consider suitable redeployment opportunities.

4.3 Trade Unions may support their members throughout the redeployment process, in accordance with the relevant arrangements.

4.4 The People Team will provide advice and guidance to managers and employees on the application of this policy and procedure, support the identification and consideration of suitable redeployment opportunities, signpost employees to relevant sources of support and monitor compliance with the policy.

4.5 All parties involved in the redeployment process are expected to maintain confidentiality, comply with data protection requirements, and follow this policy and procedure correctly.

5. Equality, Diversity, and Inclusion

5.1 An Equality Impact Assessment (EIA) has been undertaken to ensure that the Redeployment Policy and Procedure is fair, inclusive and does not unlawfully disadvantage employees with protected characteristics under the Equality Act 2010. The assessment helps us identify and mitigate any potential adverse impacts arising from the application of the policy, ensuring that reasonable adjustments and individual circumstances are appropriately considered, and supports compliance with the Public Sector Equality Duty and Human Rights Act 1998. By undertaking an EIA, we are demonstrating our commitment to promoting equality of opportunity, eliminating discrimination, and fostering good relations across the workforce.

6. Redeployment Situations

The following sections set out how redeployment will be applied in the different circumstances covered by this policy. It should be noted that the full redeployment procedure will only apply to employees classed as redeployees due to a redundancy or change process. Where redeployment is being considered as part of a capability or disciplinary procedure the full Redeployment Procedure will not apply (see below), but the principles of the policy should be considered and applied where necessary.

6.1 Redundancy

6.1.1 Where an employee's role is identified as at risk of being made redundant:

- Redeployees will retain redeployment status for the duration of their notice period. Access to redeployment vacancies and support will be provided from the first day of their notice period and will continue up to and including their last contractual day of employment, unless they are successfully redeployed before that date.
- They will be given priority consideration for suitable internal vacancies (see section 7 for further information on suitable alternative employment and section 9 on Statutory Priorities).
- They will be offered a guaranteed interview for posts at the same grade or one grade lower where they demonstrate through their application that they meet the minimum essential criteria for the role, taking account of any reasonable adjustments that may be required.
- A four-week trial period will apply to suitable alternative employment (see section 11), during which the employee will be provided with appropriate training, development, and support.
- Pay protection may apply in accordance with section 14.

6.2 Ill Health Capability

6.2.1 Where medical evidence indicates that an employee is unable to carry out their current role in its existing form, reasonable adjustments to the existing role will be considered before redeployment. This may include changes to duties, working arrangements, hours, workplace, or other adjustments, where appropriate and reasonably practicable. The Council's/School's Sickness Absence Management Policy and Procedure should be referred to.

6.2.2 Where redeployment is appropriate, it will be considered as an alternative to dismissal on the grounds of ill health. The employee's individual circumstances and any relevant medical or Occupational Health advice will be considered.

6.2.3 A four-week trial period may apply to suitable alternative employment if required in this situation (see section 11) as a reasonable adjustment, with appropriate training, development and support provided.

6.2.4 Pay protection may apply in accordance with section 14.

6.3 Other Capability, Performance or Conduct-Related Issues

6.3.1 Redeployment under the Capability or Disciplinary Procedure does not remove or replace the requirement to follow the applicable capability/performance management procedure, including appropriate investigation, support, reasonable adjustments where applicable, formal

meetings, warnings where appropriate, consideration of alternatives and the right of appeal.

6.3.2 Where an employee is not meeting the required standards of performance in their current role, despite appropriate support, and dismissal is being considered:

- Redeployment may be considered as an alternative in appropriate circumstances.
- A four-week trial period may apply to suitable alternative employment if required in this situation (see section 11), during which the employee will be provided with appropriate training, development, and support.
- Clear and agreed performance expectations will be set upon commencement of the role and will be assessed during and after any trial period.
- Pay protection will not apply in these circumstances.

6.3.3 Where concerns relate to misconduct, redeployment must not be used as a substitute for the applicable disciplinary process. The conduct concern should be investigated and, where appropriate, considered under the Disciplinary Policy and Procedure.

6.3.4 Where dismissal is being considered following the disciplinary process, redeployment to a lower graded role may be considered as an alternative to dismissal, where appropriate, and in accordance with this policy.

6.3.5 Any decision to offer or accept redeployment in these circumstances will not prevent the Council/School from addressing the underlying conduct concern or applying an appropriate disciplinary sanction.

7. Suitable Alternative Employment

7.1 A suitable alternative role is a role which, having regard to the circumstances of the role and the individual employee, is reasonably considered to be suitable for the employee.

7.2 We will consider the following relevant factors when assessing if a role is considered suitable alternative employment:

- the duties and responsibilities of the role;
- the employee's skills, experience, and qualifications;
- the training and support required;
- the similarity of the new role to the existing role;
- pay, benefits and other contractual terms;
- grade and status;
- working hours and working pattern;
- location and travelling requirements;
- any applicable contractual mobility clause;
- the employee's health and any reasonable adjustments that could enable the employee to undertake the role;
- the employee's personal circumstances; and
- any other relevant circumstances.

7.3 A role does not have to be identical, or substantially the same to the employee's current role to be considered suitable. For the purposes of our internal redeployment arrangements, vacancies will normally be considered at the employee's substantive grade or one grade lower, subject to applicable pay protection arrangements.

7.4 Where appropriate, we may consider whether training and/or development could enable the employee to undertake the role. The extent, duration and cost of any training will be considered when assessing suitability. Where the training required is substantial, or the role requires fundamentally different skills or qualifications, this may indicate that the role is not suitable alternative employment.

7.5 Where an employee believes an offered role is unsuitable, they should raise their concerns promptly and in writing. An employee who unreasonably refuses suitable alternative employment may lose entitlement to a statutory redundancy payment. Whether alternative employment is suitable, and whether refusal is reasonable, will depend on the circumstances of the individual case and applicable law.

7.6 The Council's/School's internal redeployment parameters do not limit the statutory test of suitable alternative employment. A vacancy outside these parameters may nevertheless constitute suitable alternative employment depending on the circumstances, and the Council/School will consider such vacancies where appropriate.

8. Fixed-term Contracts and Suitable Alternative Employment

8.1 A fixed-term contract may be offered as suitable alternative employment where, having considered the circumstances of the role and the employee, it is reasonably considered to be suitable. The fixed-term nature, duration and terms of the contract must be clearly explained to the employee before

they decide whether to accept the role. The fixed-term nature of the role will be considered when assessing its suitability but will not, in itself, determine whether the role is suitable alternative employment. Suitability will be assessed in accordance with the criteria set out in this policy.

8.2 Where a fixed-term role is accepted as suitable alternative employment in a redundancy situation, the employee will have the statutory rights that apply to alternative employment, including any applicable statutory trial period.

8.3 Where the fixed-term contract subsequently ends, we will consider the reason for the contract ending and whether any redundancy, unfair dismissal or other employment rights apply. Where the work has genuinely ceased or the employee's role is no longer required, we will follow the applicable redundancy process as per the Council's/School's Organisational Change Policy and Procedure.

8.4 Where a fixed-term contract is offered to cover another employee's temporary absence, for example Maternity Leave, the fixed-term nature of the role and the circumstances in which the contract is expected to end will be clearly explained to the employee.

8.5 Where the fixed-term contract is due to end because the employee being covered is expected to return, this will not automatically constitute a redundancy situation. We will consider the circumstances at the time, including whether the work continues to be required and whether the employee has any statutory or contractual rights arising from the end of the fixed-term contract.

8.6 Where an employee on a fixed-term contract is at risk of redundancy and an extension is available, we will consider the extension as part of the redundancy and redeployment process. Where an extension is offered, its terms and duration will be confirmed in writing.

8.7 An extension may provide a means of avoiding redundancy and maintaining continuous employment. Whether it constitutes suitable alternative employment will be considered on an individual basis, taking account of the circumstances of the role and the employee.

8.8 An employee will not be required to accept an extension solely because they are at risk of redundancy. However, should they decline the extension they will be considered as resigning from the role and will forfeit any redundancy payment as a result. Where an extension is accepted, continuous employment will normally continue without interruption, subject to the terms of the extended contract and any applicable statutory rights. Should the role meet the definition of redundancy at the end of the contract

extension, the employee may still be eligible for redundancy in accordance with the Council's/School's Organisational Change Policy.

8.9 The Fixed-term Employees (Prevention of Less Favourable Treatment) Regulations 2002 will apply where relevant. Fixed-term employees will not be treated less favourably than comparable permanent employees because they are employed on a fixed-term contract unless the treatment can be objectively justified. Fixed-term employees will also be informed of relevant permanent vacancies in accordance with the Regulations.

9. Statutory Priority for Suitable Alternative Employment

9.1 Certain employees who have been selected for redundancy have a statutory right to be offered suitable alternative employment in preference to other employees, where a suitable vacancy is available. We will comply with the statutory redundancy protections in force at the time.

9.2 This protection applies to pregnant employees and employees taking or returning from qualifying family-related leave, including Maternity, Adoption, Shared Parental, Neonatal Care and Bereaved Partner's Paternity Leave, where the statutory conditions are met. The duration of the protected period varies according to the circumstances and will be applied in accordance with the legislation in force at the relevant time.

9.3 The Council/School will comply with any enhanced statutory protection against dismissal during pregnancy and following statutory family-related leave that comes into force during the lifetime of this policy. The procedure will be updated as necessary when the relevant regulations and guidance are published.

9.4 Where statutory priority applies, the employee will not be required to apply or compete for a suitable alternative vacancy against employees who do not have statutory priority. Where two or more employees have statutory priority for the same vacancy, the Council/School will apply a fair, objective, and transparent process to determine which protected employee is most suitable, having regard to the requirements of the role and the individual circumstances.

9.5 Statutory priority does not remove the requirement to consider whether a vacancy is suitable for the individual employee, taking account of the role, pay, terms and conditions, working arrangements, location, and other relevant circumstances.

10. Reasonable Adjustments

10.1 Where an employee is disabled for the purposes of the Equality Act 2010, we will consider whether reasonable adjustments are required to remove or reduce any disadvantage arising from their disability.

10.2 Reasonable adjustments may apply to:

- the employee's existing role;
- working arrangements;
- the criteria, application process, interview, or assessment for an alternative role;
- the redeployment process; and
- an alternative role.

10.3 Redeployment will not automatically be regarded as the appropriate adjustment. Where an employee is disabled, consideration of redeployment will form part of the assessment of whether reasonable adjustments are required. Where appropriate, consideration may include transferring the employee to a suitable existing vacancy. Any decision will be based on the individual circumstances and the requirements of the Equality Act 2010.

10.4 Where appropriate, we may seek advice from Occupational Health or another suitably qualified professional. Such advice will inform our decision-making but does not determine whether an adjustment is legally reasonable.

11. Trial Periods

11.1 An employee who is under notice of redundancy and accepts suitable alternative employment has a statutory right to a four-week trial period, where the statutory conditions apply. The purpose of the trial period is to allow both the employee and the Council/School to assess whether the role is suitable and to provide any necessary training, development, and support.

11.2 The alternative employment must normally begin within four weeks of the employee's existing contract ending in order for the statutory redundancy provisions relating to suitable alternative employment to apply.

11.3 During the statutory trial period, the employee will be supported to undertake the role and will be given an opportunity to raise any concerns about its suitability. The employee should notify their manager as soon as possible in line with section 6 of the Redeployment Procedure below.

11.4 Where the trial period is unsuccessful, or the employee raises concerns that the role is unsuitable during the trial period, we will review the circumstances and determine the appropriate outcome in accordance with the statutory requirements. Where the statutory conditions are satisfied, the employee will retain their entitlement to redundancy rights.

11.5 The statutory trial period may be extended where additional time is required for retraining. Any extension must be agreed in writing before the trial period begins and must specify the duration and end date of the extension.

11.6 Where an employee continues in the alternative role beyond the four-week trial period, or any agreed extension, without raising that the role is unsuitable, they will normally be treated as having accepted the alternative employment and may lose their entitlement to a statutory redundancy payment, subject to the circumstances of the case and applicable law.

11.7 A trial period may also be offered in other circumstances, including as a reasonable adjustment or as part of a capability or disciplinary process. In these circumstances, the statutory redundancy provisions relating to trial periods do not apply and the arrangements will be agreed with the employee in advance.

12. Redeployment Support

12.1 We will provide the following reasonable support to all employees with redeployment status in general, albeit the level of support may vary according to the circumstances of the case:

- Assistance in identifying suitable vacancies;
- reasonable paid time during contracted hours to participate in the process;
- support with applications and selection processes;
- reasonable adjustments;
- coaching, training, and career support; and
- access to employee assistance and wellbeing support.

13. Apprentices and Redeployment Support

13.1 We recognise the value of retaining Apprentices within the workforce following successful completion of their Apprenticeship. Apprentices may access redeployment support, with some variations from the standard redeployment process. They can:

- Identify themselves as a redeployee and access jobs other redeployees have access to.
- Be offered a guaranteed interview for vacancies where they demonstrate through their application that they meet the minimum essential criteria for the role, taking account of any reasonable adjustments that may be required.
- Access any online resources available to support practical skills development, including CV writing and interview preparation.
- Access any coaching that may be available.
- Access the Employee Assistance Programme for wellbeing support.

13.2 Apprentices are expected to take an active role in identifying and applying for suitable vacancies. Their line manager will provide appropriate support throughout the redeployment period, including reasonable adjustments where required.

13.3 There will be no proactive role matching as part of the process, and responsibility for identifying and applying for suitable vacancies rests solely with the Apprentice. The absence of proactive role matching does not limit any statutory rights or reasonable adjustments that apply to the Apprentice.

14. Pay Protection

14.1 Where we provide enhanced pay protection for redeployment to a lower-graded role, this will be governed by the Council's/School's applicable pay and reward arrangements.

14.2 Any pay protection will be confirmed in writing before the employee accepts the role.

14.3 Where a teacher is redeployed within the Council, or from a school to the Council, the provisions for pay safeguarding as per the School Teachers' Pay and Conditions Document (STPCD) will apply.

14.4 Where redeployment occurs as a result of capability or disciplinary action, any reduction in pay will be dealt with under the relevant procedure and applicable contractual arrangements.

14.5 Nothing in this policy creates an entitlement to pay protection unless provided for by the applicable contractual, collective or pay arrangements.

15. Confidentiality and Records

15.1 We will treat information relating to redeployment confidentially, subject to the need to share information where necessary for the effective management of the process or where required by law.

15.2 We will maintain appropriate records of redeployment decisions, offers, trial periods, reasonable adjustments, and outcomes.

15.3 Where health or disability information is processed, it will be handled in accordance with applicable data protection legislation and the Council's/School's privacy, information governance, and special-category data procedures. Information will only be shared with those who need it for the purposes of managing the redeployment process, subject to the applicable legal basis, and confidentiality requirements.

15.4 In general, personal information will be processed in accordance with applicable data protection legislation and our records management requirements.

Redeployment Procedure

The following procedure should be followed when redeploying an eligible employee i.e. an employee who has been placed at risk of redundancy. This process will not apply however, to employees who are undergoing a disciplinary or capability procedure and/or a demotion is being considered as an alternative to dismissal. In this situation, the employee would just be offered an applicable suitable and available role by the manager chairing the capability or disciplinary meeting, who would discuss it with the employee and seek their agreement.

1. Step 1: Notification

1.1 The manager chairing a redundancy meeting will notify the employee in writing when they become eligible for redeployment consideration, in accordance with the relevant policy and procedure. The written notification will confirm the first day of the employee's notice period and their last contractual day of employment, together with arrangements for providing access to redeployment vacancies and support throughout that period in accordance with section 6.1 of the policy.

1.2 Schools are responsible for informing the Council of employees who meet the eligibility criteria for redeployment and reminding eligible employees of their responsibility to engage with the redeployment process.

2. Step 2: Access and applications

2.1 Redeployees will retain redeployment status for the duration of their notice period. Access to redeployment vacancies and support will begin on the first day of their notice period and continue up to and including their last contractual day of employment, unless they are successfully redeployed before that date.

2.2 Redeployees will be sent access and guidance to support them in their search.

2.3 Redeployees will have 7 days exclusive access to vacancies before they are posted publicly.

3. Step 3: Vacancy Search

3.1 The manager, working with the People Team and the employee, will identify suitable alternative roles (see section 7 of the policy for further information on suitable alternative roles).

3.2 Where a part-time employee requires redeployment, we will consider all available options, including suitable full-time roles at or below their current grade. The employee may accept a full-time role, or request to work part-time or on a job-share basis.

3.3 Any request to undertake a full-time role on a part-time or job-share basis will be considered by the manager. Job-share arrangements will be subject to the recruitment of a suitable job-share partner.

3.4 We will also offer full-time employees requiring redeployment the opportunity to consider suitable part-time roles at or below their current grade. The employee will decide whether a part-time role is suitable and should inform the manager if they do not wish to be considered for part-time posts.

3.5 We will make employees aware of suitable temporary posts at or below their current grade. We will discuss the implications of redeployment to a temporary

post, including any potential impact on redundancy pay, with the employee at the time.

4. Step 4: Selection and Assessment

4.1 The arrangements in this section are subject to any statutory rights or protections that apply to an individual employee, including statutory priority for suitable alternative employment and reasonable adjustments under the Equality Act 2010.

4.2 Where a suitable alternative role is not required to be offered directly and more than one employee is eligible, we may use a selection and assessment process.

4.3 Any selection process will:

- use objective, role-related criteria;
- be applied consistently;
- take account of reasonable adjustments;
- comply with statutory priority requirements; and
- be appropriately documented.

4.4 Employees will be given reasonable time during their contracted hours to prepare for any required selection process.

4.5 We may require employees to attend an interview or assessment for an alternative role. Where this is required, we will provide reasonable time to prepare and paid time off to attend.

4.6 Where more than one redeployee is eligible for the same vacancy, we will apply statutory priority requirements and, where necessary, a fair and transparent selection and assessment process.

4.7 Employees at risk of redundancy may apply for and accept internal vacancies that do not meet the criteria for suitable alternative employment set out in this policy. Acceptance of such a role will normally be treated as a voluntary application for the vacancy and may not give rise to the statutory redundancy trial period.

4.8 Subject to any statutory priority, reasonable adjustment or other legal requirement, appointments to higher-graded roles will normally be subject to a competitive process in accordance with the Council's/School's recruitment arrangements.

4.9 Specific redeployment arrangements apply to teachers and school support staff, subject to any statutory priority, reasonable adjustments, safeguarding requirements, professional registration requirements, and legally required qualifications.

4.10 Where a redeployee meets the minimum essential criteria for a vacancy, taking account of any reasonable adjustments that may be required, the following arrangements will apply:

- School support staff: a guaranteed interview for posts at the same grade or one grade lower.
- Teachers: a guaranteed interview for posts where the minimum essential criteria are met.
- School support staff: a guaranteed offer for posts at the same grade or one grade lower, where the minimum essential interview criteria are met.
- Teachers: a guaranteed offer for posts where the minimum essential interview criteria are met.

4.11 Where more than one redeployee meets the minimum essential criteria for the same vacancy, and no statutory priority applies, a fair, objective and transparent selection process will be used to determine the appointment.

4.12 Any guaranteed interview or offer remains subject to applicable safeguarding requirements, professional registration and qualification requirements, reasonable adjustments, and any other legal requirements.

5. Step 5: Offer

5.1 Where, as part of the redeployment process, an offer of suitable alternative employment is identified, the redeployee will be provided with details of the role, including the duties, location, hours, salary and other relevant terms and conditions. They will also be given a reasonable opportunity to consider the offer and discuss any questions or concerns with their manager or People Team. Where the statutory redundancy provisions apply, the offer will be made in writing before the employee's existing contract ends and will provide sufficient information for the employee to assess its suitability.

5.2 Where the role is considered suitable, the employee will normally be expected to accept the redeployment, subject to any applicable contractual, policy or consultation requirements.

5.3 Where applicable and in accordance with this policy a trial period may apply.

6. Step 6: Outcome

6.1 At the end of the trial period, the Council/School and employee will review the outcome and determine whether:

- the employee has successfully moved into the role and can be confirmed in post;
- further reasonable support or adjustments are required;
- the role is unsuitable; or
- another suitable alternative should be considered.

6.2 If the trial is successful, the employee will be confirmed in the role and provided with written details of any changes to their terms and conditions.

6.3 If the employee is deemed competent in the new role and it is otherwise suitable but chooses not to accept it at the end of the trial period, they may forfeit their right to opt for redundancy (see section 11.6 of the policy).

6.4 If the employee does not reach a satisfactory level of competence during the trial period, we may terminate their employment on the original grounds for dismissal if no suitable alternative role is readily available. Where dismissal is due to redundancy, the employee will remain eligible for a redundancy payment calculated in accordance with the policy.

7. Challenging Suitability of a Redeployment Decision

7.1 Employees should raise their concerns in writing about the suitability of a proposed role as soon as possible, and within any trial period.

7.2 The employee should explain the reasons for their concern and, where appropriate, provide relevant supporting information.

7.3 The manager, with advice from the People Team, will review the concern and consider whether:

- the role remains suitable;
- adjustments could make the role suitable;
- further information is required;
- another role should be considered; or
- the matter should be dealt with under the appeal provisions of the relevant substantive procedure.

7.4 Where a formal appeal is available, it will be dealt with under the relevant policy and, where practicable, by someone who has not previously been involved in the original decision.

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[Branding to be provided at a later date]

Flexible Working Policy and Procedure

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Policy Governance and Version Control

Policy Details

Policy owner: **[tbc when structures are known]**
Policy author: HR Consultant
Other refences or related documents: Agile Working Policy and Procedure

Approval Information

Approved by: Employment Committee
Approval date: **[tbc]**
Effective from: 1 April 2027
Supersedes: All previous Surrey sovereign Council's/School's Flexible Working Policies and Procedures
Date of review: November 2026
Frequency of future reviews: We will review this policy every 3 years, or sooner where there are:

- Legislative changes;
- Changes to ACAS guidance;
- Organisational restructuring;
- Significant case law developments; or
- Identified operational requirements.

Version Control

Version: 1.0
Author: HR Consultant
Summary of key changes: Initial issue

Consultation

Stakeholders consulted: Trade Unions, Heads of HR
Date of consultation: September - October 2026
Equality Impact Assessment: EIA completed **[date]**

We have reviewed this document to make it accessible to all colleagues where possible. However, if you have any difficulties in using the document, please contact your manager in the first instance, or a member of the People Team or your Trade Union, and they will be able to assist you.

Equality, Diversity, and Inclusion Statement – Placeholder – to be inserted once approved

Flexible Working Policy

1. Purpose

1.1 We recognise that flexible working can support employee wellbeing, engagement, recruitment, and retention, while contributing to effective service delivery and organisational performance, including maintaining effective provision for pupils and learners in schools.

1.2 The purpose of this policy is to provide a clear and consistent framework for employees to request changes to when, where or how they work, supporting work-life balance, while ensuring the operational needs of Council services and schools are met. It provides guidance to managers, Head Teachers, and other leaders on the fair and consistent management of flexible working requests, in accordance with current legislation and the ACAS Code of Practice.

2. Scope

2.1 This policy and procedure applies to all employees on East Surrey Council Pay terms and conditions of employment (with the exception of those positions outlined in 2.3). The policy also applies to those employment groups who choose to adopt East Surrey Council Pay policies e.g., Youth & Community Workers and Educational Psychologists. It will also apply to employees in schools where the Council is the employer of staff, and in other maintained schools who choose to adopt the policy.

2.2 Where the School's Governing Body is the employer, references to the Council should be read as references to the School's Governing Body unless the context requires otherwise. Adoption of this policy by a school does not transfer the Governing Body's employment responsibilities to the Council. In foundation and voluntary aided schools, the Governing Body is the employer.

2.3 Where the term People Team is used, schools should seek advice from their relevant HR service provider.

2.4 The policy does not apply to agency workers, consultants, contractors, or other individuals who supply services to us but are not considered employees.

2.5 For employees who wish to submit a request for hybrid working i.e. working part of the week in the office and the other part at home, they should also refer to the Council's/School's Agile Working Policy and Procedure.

3. Principles

3.1 We recognise the benefits of flexible working and will seek to support requests wherever practicable, considering the needs and effective operation of the service, school, or establishment.

3.2 All flexible working requests will be considered fairly and consistently, balancing the benefits to the employee with any potential impact on service delivery.

3.3 All employees have the right to submit up to 2 flexible working requests within a 12-month period and each request will be dealt with on a case-by-case basis.

3.4 The Council/School will make and communicate a final decision, including any appeal, within two months of receiving the statutory request, unless an extension is agreed with the employee (see section 8 of the Flexible Working Request Policy).

3.5 Employees will not be subjected to unfair treatment, detriment, or dismissal as a result of making a flexible working request or working under an agreed flexible working arrangement.

3.6 Where a flexible working request relates to a disability, we will give appropriate consideration to the employee's circumstances and any reasonable adjustments that may be required. Where appropriate, advice may be sought from Occupational Health to help determine suitable adjustments.

3.7 Information relating to matters raised under this policy will be handled sensitively and confidentially and will only be shared where there is a legitimate business need to do so. All personal information will be processed in accordance with applicable data protection legislation and our data protection policies.

3.8 This policy and procedure has been developed to comply with relevant employment legislation, ACAS guidance and recognised good practice.

3.9 We are committed to ensuring that this policy is applied fairly, consistently, and inclusively. No employee will be subjected to discrimination, victimisation, or other unlawful treatment in connection with this policy because of any protected characteristic under the Equality Act 2010 or any other characteristic protected by law.

4. Roles and Responsibilities

4.1 The Council/School is responsible for providing a clear and consistent framework for flexible working and ensuring requests are managed fairly and in accordance with relevant legislation, this policy, and the ACAS Code of Practice.

4.2 All employees are responsible for submitting requests in accordance with the policy, engaging constructively in discussions with their manager, considering the impact of proposed arrangements, and complying with any agreed flexible working arrangements.

4.3 Managers are responsible for considering requests fairly and objectively, discussing options with employees, assessing the impact on service delivery and operational requirements, and making decisions within the required timescales.

4.4 The People Team provides advice and guidance to managers and employees on the application of the policy, relevant legislation and complex or sensitive requests, supporting consistency and good practice across the Council/School.

4.5 Trade Union representatives provide advice, support, and representation to employees, where appropriate, and work constructively with employees, managers, and the Council/School to support the fair and effective application of the policy.

5. Equality, Diversity, and Inclusion

5.1 An Equality Impact Assessment (EIA) has been undertaken to ensure that the Flexible Working Policy and Procedure is fair, inclusive and does not unlawfully disadvantage employees with protected characteristics under the Equality Act 2010. The assessment helps us identify and mitigate any potential adverse impacts arising from the application of the policy, ensuring that reasonable adjustments and individual circumstances are appropriately considered, and supports compliance with the Public Sector Equality Duty and the Human Rights Act 1998. By undertaking an EIA, we are demonstrating our commitment to promoting equality of opportunity,

eliminating discrimination, and fostering good relations across the workforce.

6. Definitions and Examples

6.1 Flexible working refers to arrangements that enable employees to vary the hours, pattern, or location of their work, where this can benefit the employee and not have a detrimental impact on the organisation.

6.2 Flexible working arrangements may include, but are not limited to:

- Hybrid working: Combining work undertaken remotely with work at the Council, School, or other designated workplace. Employees should also refer to the Agile Working Policy and Procedure, where applicable.
- Compressed hours: Working contracted hours over fewer days, for example, a four-day week or nine-day fortnight.
- Reduced hours: Working less than current contractual hours.
- Job sharing: Two employees sharing the duties and responsibilities of one full-time post, with pay and leave normally allocated on a pro-rata basis.
- Annualised hours: Working an agreed number of hours over a 12-month period, with flexibility in how those hours are scheduled.
- Term-time working: Working during school terms, where applicable to the role.

7. Key Points

7.1 All employees have a statutory right to request flexible working from their first day of employment, regardless of their role or length of service. However, the right is to request flexible working, and does not create an automatic right to have a request agreed.

7.2 An employee may make up to 2 statutory flexible working requests in any 12-month period and may have only one statutory request being considered at any one time.

7.3 Once a request has been made, it remains live until any of the following occur:

- a decision about the request is made;
- the request is withdrawn;
- an outcome is mutually agreed;
- the statutory 2-month period for deciding requests ends.

7.4 Where a statutory flexible working request is agreed, any resulting change to the employee's contractual terms will normally be permanent unless otherwise agreed. The Council/School may, where appropriate, agree a temporary or time-limited change instead.

7.5 Employees who require a temporary or short-term change to their working arrangements, including their working hours, pattern or location, may discuss this with their manager outside the statutory flexible working procedure. The manager should discuss this with the People Team before giving a decision and where appropriate a short-term contract variation may be issued, including its duration and any review arrangements. Any extension should be authorised by both the manager and People Team.

7.6 Where a flexible working arrangement has resulted in a permanent contractual change, there is no automatic statutory right for the employee to return to their previous terms and conditions if their circumstances or need for flexible working subsequently change. This will be confirmed in writing. Any request to amend or reverse the arrangement will be considered in accordance with the circumstances at the time and the applicable policy and procedure.

8. Timescales and Process Overview

8.1 The Council/School must consider and determine a statutory flexible working request, including any appeal, within 2 months of the date the request is received**,** unless an extension is agreed with the employee.

8.2 Managers should progress requests without unreasonable delay. A consultation meeting should normally be arranged in line with the procedure below, and as soon as reasonably practicable after receipt of the request, allowing the employee reasonable time to prepare and provide sufficient opportunity to discuss the request and any possible alternatives.

8.3 The manager should communicate the decision to the employee in writing without unreasonable delay and, where the request is not agreed in full, provide the employee with the opportunity to appeal in accordance with this policy and procedure.

8.4 Any appeal should be submitted and considered promptly to ensure that the final decision, including the outcome of any appeal, is reached within the statutory 2-month period. The Council/School and employee may agree an extension where necessary, and any agreed extension should be confirmed in writing.

8.5 Where a flexible working request is refused, the decision will set out the applicable statutory business reason(s) for refusal and, where required by

legislation in force at the time, explain why the Council/School considers the refusal to be reasonable.

9. Review and Trial Periods

9.1 Any flexible working arrangement agreed under this policy may be subject to a review and/or trial period to ensure that it is effective for the employee and continues to meet the needs of the Council/School.

9.2 Trial periods will normally be 3 months in duration, where appropriate, to assess how well the arrangement works in practice.

9.3 Where a trial period is agreed, this will be confirmed in writing before any permanent change to the employee's contract of employment is made.

9.4 If during the trial period, the request for flexible working is found not to meet the needs of the Council/School, the manager will arrange a consultation meeting with the employee to discuss this and explore any possible alternatives.

9.5 In this event, the employee will normally revert to their existing contractual working arrangements, unless an alternative arrangement is agreed. Any change to contractual terms will be managed in accordance with the employee's contract, applicable policies, and employment legislation.

9.6 Arrangements may also be reviewed where the employee changes role, or where their role is restructured, re-evaluated or affected by organisational change.

9.7 A review of a flexible working arrangement however does not provide a right to unilaterally change, or withdraw a permanent contractual arrangement.

9.8 Where a review identifies that a flexible working arrangement is no longer meeting the needs of the service or school, the reasons will be discussed with the employee and confirmed in writing. The employee and manager will seek to identify and agree a suitable alternative arrangement, wherever possible.

9.9 Where an alternative arrangement cannot be agreed, any proposed change to the employee's contractual terms will be managed through the appropriate consultation and approval process, in accordance with the employee's contract, relevant policies and applicable employment legislation. A permanent flexible working arrangement will not be withdrawn or varied solely as a result of a review unless the change is agreed with the employee or the Council/School has a lawful contractual or other legal basis to make the change.

10. Remote Meetings and Recording

10.1 Wherever reasonably practicable, meetings under this policy and procedure will be held in person. Where this is not practicable or appropriate, meetings may be conducted remotely using suitable technology. We will take reasonable steps to ensure that all participants, including any companion, are able to participate effectively and that the process remains fair, reasonable and accessible. This may include making reasonable adjustments where required.

10.2 Where a remote meeting would place an employee at a disadvantage, for example because of a disability, health condition, language needs, caring responsibilities, or difficulties accessing suitable technology, managers should consider whether an alternative arrangement, such as an in-person meeting, a different format, or another reasonable adjustment, would be more appropriate. Meetings may be postponed where necessary to enable appropriate arrangements to be put in place.

10.3 A written record will be made of all formal meetings held under this procedure. Notes may be taken by the person conducting the meeting or by another individual appointed for that purpose. Employees will normally be provided with a copy of the meeting record and given a reasonable opportunity to identify any factual inaccuracies.

10.4 Meetings under this procedure must not normally be audio or video recorded by any participant without our prior agreement. This applies whether the meeting is held in person or remotely. The purpose of this requirement is to encourage open discussion and protect the confidentiality of the process. Unauthorised recording may be treated as a disciplinary matter, depending on the circumstances.

10.5 Where recording a meeting is considered necessary as a reasonable adjustment, or in other exceptional circumstances, this will be discussed with the employee in advance. Any agreed recording will be managed by the organisation where practicable and processed in accordance with our data protection obligations. All participants will be informed in advance if a meeting is to be recorded.

Flexible Working Request Procedure

1. Submitting a Flexible Working Request

1.1 Before submitting a formal flexible working request, employees are encouraged to discuss their proposed working arrangement with their manager as early as possible. Early discussion is particularly important where a job share is proposed, as additional time may be required to identify and recruit a suitable job-share partner while ensuring the statutory process is completed within the required timeframe.

1.2 Employees wishing to make a statutory flexible working request should complete the Flexible Working Request Form in Appendix 1 and submit it to their manager, at least 2 months before the proposed start date. This will allow sufficient time for the request to be considered and, where applicable, appealed before the proposed implementation date. However, employees are not required to submit a request two months in advance of the proposed start date.

1.3 Where an employee is applying for an internal role and wishes to request flexible working in relation to the new post, the request should be submitted to the manager responsible for the post.

1.4 When making a request, employees are encouraged to consider how their proposed arrangement may affect the service or school and the potential grounds on which a request may lawfully be refused. They are also encouraged to consider possible alternatives or ways of addressing any potential operational challenges as part of their application.

2. Withdrawing a Flexible Working Request

2.1 An employee may withdraw a flexible working request at any stage by notifying their manager in writing. The withdrawal will be confirmed in writing by the manager.

2.2 A flexible working request may also be treated as withdrawn where the employee fails to attend two meetings arranged to discuss the request, or any appeal, without a reasonable explanation. Before treating the request as withdrawn, the manager should consider the circumstances and make reasonable attempts to establish whether there is a valid reason for the employee's absence. Where the request is treated as withdrawn, the employee will be notified in writing as soon as reasonably practicable.

3. Considering a Flexible Working Request

3.1 Where a manager is able to agree a statutory flexible working request in full based on the information provided, they may do so without a formal

consultation meeting. The decision will be confirmed to the employee in writing within 14 calendar days of receiving the request.

3.2 Where further discussion is required, the manager will invite the employee to a formal consultation meeting within 14 calendar days of receiving the request (see management toolkit). The meeting will provide an opportunity to discuss the request, its potential impact, any concerns or practical considerations, and possible alternatives. The employee will be given reasonable notice of the meeting and information about its purpose and arrangements. The meeting along with any decisions and outcomes should be documented in accordance with section 10 of the policy.

3.3 Employees may be accompanied at a formal flexible working consultation meeting or appeal hearing by a work colleague or trade union representative, in accordance with section 5 of the procedure.

3.4 The purpose of the consultation is to understand the proposed working arrangement and consider whether it can be accommodated. Where the request cannot be agreed in full, the manager should explore alternative arrangements or modifications with the employee, where appropriate.

3.5 The manager will confirm the outcome in writing within 14 calendar days of the consultation meeting, unless an extension has been agreed with the employee. Where an extension is agreed, this will be confirmed in writing.

3.6 Where a request is agreed, the written outcome will confirm the agreed working arrangements and the date on which they will take effect (see management toolkit). Where the arrangement results in a contractual change, we will provide written confirmation of the change as soon as possible and no later than 28 days after the request is approved, in accordance with applicable legislation.

3.7 The manager will ensure that relevant meeting records and documentation are provided to the People Team in accordance with data protection requirements.

3.8 An agreed flexible working arrangement may, where appropriate and agreed with the employee, include a trial or review period to assess how the arrangement operates in practice in accordance with section 9 of the policy.

3.9 If, due to a genuine business reason based on the statutory criteria in 3.10 a flexible working request cannot be agreed, the written decision will identify the statutory business reason(s) relied upon and provide an explanation of why the refusal is considered reasonable in the circumstances. The employee will also be informed of their right to appeal in accordance with section 4 of the procedure.

3.10 A statutory flexible working request may only be refused on one or more of the following grounds:

- The burden of additional costs.
- An inability to reorganise work among existing employees.
- An inability to recruit additional employees.
- A detrimental impact on quality.
- A detrimental impact on performance.
- A detrimental effect on the ability to meet customer demand.
- Insufficient work available during the periods the employee proposes to work.
- Planned structural changes to the organisation.

4. Appeals

4.1 Employees may appeal a formal flexible working decision in accordance with this procedure, where they do not agree with the outcome or feel their request has been unfairly dealt with. Appeals must be submitted in writing to the person named in the consultation outcome letter, within 14 calendar days of receiving it. The appeal letter should clearly state the grounds for appeal.

4.2 Appeals will be heard by a more Senior Manager/ Deputy Head/Head Teacher than the manager who chaired the original consultation meeting. Appeal Managers should, wherever reasonably practicable, have had no previous involvement in the matter.

4.3 Appeals should clearly and concisely outline the following:

- confirm the employee is appealing the flexible working decision;
- explain why the refusal or alternative is unreasonable;
- if applicable, explain why they believe their request has not been fairly dealt with;
- address the business reasons relied upon;
- restate the original proposal or suggest a workable adjustment.

4.4 The Appeal Manager will give the employee written notice of the appeal meeting (see management toolkit), which will normally take place within 7 calendar days of receipt of the appeal, where reasonably practicable. The employee will have the full opportunity to present their appeal.

4.5 The Appeal Manager will consider all relevant evidence pertaining to the grounds of appeal and may uphold or overturn the original decision. The meeting may be adjourned to allow further investigation, consideration of additional information, or professional advice to be obtained.

4.6 The decision may be given verbally where appropriate, and will be confirmed in writing, usually within 7 calendar days of the appeal meeting, where reasonably practicable. The outcome letter will set out the decision and reasons for it (see management toolkit). Should the outcome be delayed, the Appeal Manager should inform the employee and provide a revised timescale for the response.

4.7 The decision of the Appeal Manager is final and concludes the internal appeals process.

5. Representation in Formal Meetings

5.1 While there is no statutory right to accompaniment at flexible working meetings, we will allow employees to be accompanied at formal consultation meetings and appeal hearings under this procedure by a Trade Union representative, or a work colleague.

5.2 Legal representatives will only be permitted with our express authority in exceptional circumstances, and on a case-by-case basis.

5.3 Subject to management approval, a family member or friend (who is not a legal professional) may be allowed to attend as a companion on a case-by-case basis, and where it could be justified as a reasonable adjustment. Disabled employees may also be accompanied by a support worker or another person with knowledge of their disability.

5.4 Where an employee has requested a companion who is unavailable on the proposed date, the Council/School will consider a reasonable alternative date, taking account of the statutory timeframe for determining the flexible working request.

5.5 Employees must notify the Chair of the name, role and any relevant requirements of their companion, including requests for reasonable adjustments, at least 2 working days before the meeting. Employees are responsible for ensuring their companion receives any relevant documentation.

Appendix 1: Formal Flexible Working Request Form

By completing this application form you are making a statutory request to work flexibly and recognise such a request is normally for a permanent change to your contractual terms and conditions. If agreed, the resulting contractual change will normally be permanent unless you agree with the Council/School

otherwise. If you would prefer a temporary change, then please speak to your manager and the People Team. Where appropriate, the Council/School may agree a trial period with you before any permanent contractual change is made.

You must provide as much information as you can about your desired working pattern. It would be helpful if you could consider what impact the proposed change in your working pattern will have on customer service delivery, on the work that you do, on your colleagues and partner organisations, and how this change might be accommodated, but you are not required to do so.

Please read all the information contained within the policy and procedure first before you complete this form. You should also speak to your manager before submitting the request.

Department/School:	
Employee's name:	
Employee's job title:	
Manager's name:	
Date request submitted:	
Date of any previous flexible working request submitted (if applicable):	
Date you would like your new working pattern to start from:	

Please describe your current contractual hours, days, working times, working location(s), and working pattern and proposed changes:

OPTIONAL: Are there any alternative patterns you would also like to be considered? If so, please describe in the box below, and indicate which is your second and third choice.

OPTIONAL: What impact do you think the proposed change would have on customer service delivery, colleagues, pupils (if applicable), and partner organisations (if applicable) and how do you propose any such impact might be managed?

Does this request relate to a disability or another equality-related need, including a request for a reasonable adjustment?

☐ **Yes**

☐ **No**

☐ **Prefer to discuss this confidentially with my manager/People Team**

If yes, please provide any information you wish us to consider:

Employee:

I confirm that this is a statutory request for flexible working, and that I have provided the information required for a statutory flexible working request, including the date of this request, the change I am requesting, the date I would like the change to take effect, and details of any previous statutory flexible working requests made to the Council/School.

Signature:……..……..Date:……

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Special Leave Policy and Procedure

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Policy Governance and Version Control

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Policy author: HR Consultant
Other refences or related documents: Sickness Absence, Annual Leave, Family Friendly Leave, Disciplinary Policies and Procedures

Approval Information

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Approval date: **[tbc]**
Effective from: 1 April 2027
Supersedes: All previous Surrey sovereign Council's/School's Special or Other Leave Policies and Procedures that include the provisions in this policy
Date of review: November 2026
Frequency of future reviews: We will review this policy every 3 years, or sooner where there are:

- Legislative changes;
- Changes to ACAS guidance;
- Organisational restructuring;
- Significant case law developments; or
- Identified operational requirements.

Version Control

Version: 1.0
Author: HR Consultant
Summary of key changes: Initial issue

Consultation

Stakeholders consulted: Trade Unions, Heads of HR
Date of consultation: September - October 2026
Equality Impact Assessment: EIA completed **[date tbc]**

We have reviewed this document to make it accessible to all colleagues where possible. However, if you have any difficulties in using the document, please contact your manager in the first instance, or a member of the People Team, or your Trade Union, and they will be able to assist you.

Equality, Diversity and Inclusion Statement (Placeholder – insert once agreed)

Special Leave Policy and Procedure

1. Purpose

1.1 The Council/School recognises that employees may need time away from work for personal, family, caring, civic, or other important commitments. This policy sets out the statutory and additional leave arrangements available to employees, separate from annual leave, sickness absence, and family leave.

1.2 Some provisions are statutory and will be administered in accordance with applicable legislation. Others are enhanced or discretionary benefits provided by the Council/School.

1.3 Where appropriate, employees and managers should consider flexible working or other reasonable changes to working arrangements before requesting additional leave. This may include temporary changes to working hours, work patterns, or location.

1.4 Leave will be administered fairly, consistently, and sensitively, having regard to individual circumstances, operational requirements, and the employee's statutory rights.

2. Scope

2.1 This policy and procedure applies to all employees on East Surrey Council Pay terms and conditions of employment (with the exception of those positions outlined in 2.3). The policy also applies to those employment groups who choose to adopt East Surrey Council Pay policies e.g., Youth & Community Workers and Educational Psychologists. It will also apply to employees in schools where the Council/School is the employer of staff, and in other maintained schools who choose to adopt the policy.

2.2 Where the School's Governing Body is the employer, references to the Council/School should be read as references to the School's Governing Body unless the context requires otherwise. Adoption of this policy by a school does not transfer the Governing Body's employment responsibilities

to the Council/School. In foundation and voluntary aided schools, the Governing Body is the employer.

2.3 Where the term People Team is used, schools should seek advice from their relevant HR service provider.

2.4 This policy and procedure does not apply to agency workers, consultants, contractors, or other individuals who supply services to us but are not considered employees.

2.5 Disability Leave and Transitioning Leave are no longer covered in the Special Leave policy as they are covered in the Sickness Absence Management Policy.

2.6 Where a statutory entitlement applies, it will be provided in accordance with the legislation in force at the relevant time.

2.7 An enhanced provision under this policy will not reduce or replace an employee's statutory entitlement unless expressly permitted by law.

3. Principles

3.1 This policy will be applied consistently, fairly and without unlawful discrimination.

3.2 Individual circumstances will be considered sensitively, particularly where leave relates to bereavement, pregnancy loss, caring responsibilities, or other personal circumstances.

3.3 Employees will not be subjected to a detriment or disadvantage regarding their employment, development, or access to workplace opportunities, for exercising a statutory right to leave under this policy.

3.4 Reasonable requests for flexible working or temporary changes to working arrangements will be considered where appropriate, and in accordance with the Council's/School's Flexible Working Policy.

3.5 Statutory leave will not be unreasonably refused or prevented where the relevant legal conditions are met.

3.6 Personal information relating to leave will be treated confidentially and shared only where necessary and appropriate.

3.7 Leave will be recorded in the Council's/School's designated system or through the locally agreed process.

3.8 Reasonable operational requirements will be considered when administering discretionary or enhanced leave.

3.9 Where an entitlement is expressed in days, it will normally be applied pro rata to part-time employees.

3.10 Where an entitlement is expressed in weeks, a week will normally mean the number of days or hours the employee is contracted to work over a seven-day period, unless the relevant statutory provision specifies otherwise.

3.11 Employees should notify their line manager as soon as reasonably practicable when they need to be absent unexpectedly and should maintain reasonable contact during the absence.

3.12 Abuse or deliberate misuse of leave arrangements may be dealt with under the Council's/School's disciplinary procedures.

3.13 The Council/School will comply with all applicable UK employment legislation and relevant ACAS guidance.

4. Roles and Responsibilities

4.1 Managers are responsible for considering special leave requests fairly and consistently, agreeing appropriate arrangements and recording decisions. They should seek advice from the People Team where required.

4.2 Employees are responsible for following the requirements and procedures outlined in this policy, providing relevant information and keeping their manager informed of any changes to their circumstances or leave arrangements.

4.3 The People Team provides advice and guidance on the application of the policy, supports managers with complex cases, and promotes its consistent and fair application.

5. Equality, Diversity and Inclusion

5.1 An Equality Impact Assessment (EIA) has been undertaken to ensure that the Special Leave Policy and Procedure is fair, inclusive and does not unlawfully disadvantage employees with protected characteristics under the Equality Act 2010. The assessment helps us identify and mitigate any potential adverse impacts arising from the application of the policy, ensuring that reasonable adjustments and individual circumstances are appropriately considered, and supports compliance with the Public Sector Equality Duty and Human Rights Act 1998. By undertaking an EIA, we are

demonstrating our commitment to promoting equality of opportunity, eliminating discrimination, and fostering good relations across the workforce.

6. Time Off for Dependants

6.1 Statutory Entitlement

6.1.1 Employees have a statutory right to a reasonable amount of unpaid time off to deal with an unexpected or emergency situation involving a dependant.

6.1.2 A dependant may include a spouse, civil partner or partner, child, parent, a person who lives in the employee's household, or another person who reasonably relies on the employee for care or assistance.

6.1.3 Examples of situations in which time off for dependants may be appropriate include:

- a dependant becoming ill, being injured or having an accident;
- an unexpected disruption to care arrangements;
- an unexpected incident involving a child during school hours; or
- making necessary arrangements for a dependant following an emergency.

6.1.4 There is no fixed statutory limit on the amount or number of occasions on which time off may be taken. The amount of time must be reasonable in the circumstances and will depend on the particular situation, but usually 1 to 2 days is considered reasonable.

6.1.5 The statutory right is intended to enable the employee to deal with the immediate emergency and make necessary arrangements. Longer-term care should normally be addressed through appropriate leave, flexible working, or other arrangements.

6.2 Pay

6.2.1 There is no statutory right to paid time off for dependants. Any time taken will therefore be unpaid, or depending on the situation, it may be appropriate for the employee to work the time back, for example where just a few hours, rather days, are needed to resolve the situation.

6.3 Notification

6.3.1 Employees should notify their manager as soon as reasonably practicable, explaining the reason for the absence and, where possible, how long they expect to be away. If they cannot establish contact with their manager, they should try and contact the next most senior manager.

6.3.2 Where an emergency prevents prior notification, the employee should make contact as soon as reasonably practicable.

7. Bereavement and Compassionate Leave

7.1 Bereavement Leave

7.1.1 The Council/School will provide up to 2 weeks' paid Bereavement Leave following the death of a partner, parent, dependant, or sibling.

7.1.2 Paid leave may also be granted following the death of another person with whom the employee has a close relationship, having regard to the circumstances.

7.1.3 Additional unpaid leave may be agreed where appropriate. Employees may also discuss using annual leave, flexible working, or other appropriate arrangements with their manager.

7.1.4 The Council/School will update this policy to reflect the statutory Bereavement Leave provisions when they come into force. Where statutory entitlement applies, employees will receive at least the minimum entitlement required by law.

7.2 Parental Bereavement Leave

7.2.1 Eligible employees have a statutory right to up to 2 weeks' Parental Bereavement Leave following the death of a child under 18 or a stillbirth after 24 weeks of pregnancy.

7.2.2 The statutory entitlement is available from the first day of employment and must be taken within 56 weeks of the child's death or stillbirth.

7.2.3 Leave may be taken as 2 weeks together or as 2separate weeks.

7.2.4 Eligible employees may also qualify for Statutory Parental Bereavement Pay, subject to the statutory eligibility requirements.

7.2.5 The Council/School will provide up to 2 weeks' paid Parental Bereavement Leave at normal pay, inclusive of any statutory entitlement to leave and pay.

7.2.6 The statutory entitlement will be administered in accordance with legislation in force at the time.

7.3 Compassionate Leave

7.3.1 Compassionate Leave may be considered where an employee experiences circumstances requiring time away from work that are not adequately covered by another leave provision.

7.3.2 Examples may include but are not limited to:

- the death or serious illness of someone with whom the employee has a close personal relationship, but who is not covered by the Council's/School's Bereavement or Parental Bereavement arrangements;
- serious or traumatic personal or domestic circumstances, including relationship breakdown or domestic abuse;
- the diagnosis of a terminal illness affecting the employee's partner or close family member; or
- a serious or life-threatening accident involving the employee's partner or close family member.

7.3.3 Where a personal circumstance has caused or contributed to an employee being medically unfit for work, the absence will normally be managed as sickness absence in accordance with the Sickness Absence Management Policy rather than as Compassionate Leave.

7.3.4 Up to one week's paid Compassionate Leave and one week's unpaid Compassionate Leave may be authorised in appropriate circumstances.

7.3.5 Compassionate Leave is a discretionary Council/School benefit and is separate from statutory leave entitlements. It will not normally be granted where another statutory or contractual leave provision more appropriately applies.

7.3.6 Line managers may approve Compassionate Leave. In reaching a decision, they may consider the circumstances, the amount of time requested, operational requirements and any appropriate alternative leave arrangements.

7.3.7 Requests will be handled sensitively, consistently and without unreasonable delay. Employees will not be required to provide unnecessary personal or medical information.

8. Carer's Leave

8.1 Purpose

8.1.1 The Council/School recognises the contribution made by employees who provide or arrange care for dependants and the challenges of balancing work with caring responsibilities.

8.1.2 Employees who meet the statutory eligibility requirements have a day-one statutory right to unpaid Carer's Leave. The Council/School also provides an enhanced entitlement of up to 1 week's paid Carer's Leave in any rolling 12-month period, subject to the provisions of this policy.

8.1.3 The Council/School's paid entitlement is additional to statutory Carer's Leave and other statutory or contractual leave arrangements.

8.2 Eligibility

8.2.1 The Council's/School's enhanced paid Carer's Leave is available regardless of length of service, provided the employee meets the eligibility requirements below.

8.2.2 An employee may take Carer's Leave to provide or arrange care for a dependant who:

- has a physical or mental illness or injury that requires, or is reasonably expected to require, care for more than 3 months;
- has a disability within the meaning of the Equality Act 2010; or
- requires care because of old age.

8.2.3 A dependant may be:

- a spouse or civil partner;
- a child;
- a parent or the employee's partner's parent;
- a person who lives in the employee's household, other than a tenant, lodger, boarder, or employee; or
- any other person who reasonably relies on the employee to provide or arrange care.

8.2.4 The statutory definition of dependant and any applicable statutory requirements will apply where statutory Carer's Leave is being taken.

8.2.5 Employees do not have to exhaust annual leave or other leave before requesting Carer's Leave.

8.3 Amount and Use of Carer's Leave

8.3.1 Employees may be granted up to 1 week's paid Carer's Leave in any rolling 12-month period.

8.3.2 For this purpose, a week means the number of days or hours the employee normally works over a 7-day period. For employees whose working pattern varies, the applicable statutory calculation will be used.

8.3.3 Paid Carer's Leave may be taken:

- as a whole week;
- as individual days;
- as half-days; or
- in individual hours, where operationally practicable.

8.3.4 If an employee cares for more than one dependant, they can only take 1 week carer's leave and use this for more than one dependant.

8.3.5 The Council's/School's paid entitlement is separate from the statutory right to unpaid Carer's Leave.

8.3.6 Statutory Carer's Leave is currently available from the first day of employment and provides up to 1 week in each 12-month period.

8.3.7 Carer's Leave may be used to provide or arrange care or support for a dependant. This may include but is not exhaustive:

- providing personal support or companionship;
- accompanying the dependant to medical, care or other appointments;
- arranging health, social care, or support services;
- providing practical assistance at home, such as shopping, cooking, cleaning, or household tasks;
- assisting with financial or administrative matters;
- collecting prescriptions or assisting with medication or personal care; or
- making arrangements for longer-term care, accommodation, adaptations, or other support.

8.4 Requesting Carer's Leave

8.4.1 Employees should give as much notice as reasonably practicable, and as a minimum must give the required statutory notice. The current statutory minimum is:

- at least 3 days' notice for a request of 1 day or 0.5 day; or
- for requests of more than 1 day, at least twice the length of the period requested.

8.4.2 Where an employee needs to provide or arrange care in an emergency, statutory time off for dependants may also apply and should be considered separately.

8.4.3 An employee does not have to provide evidence of the dependant's care needs to request statutory Carer's Leave but will need to discuss with their manager why the leave is needed and expected duration of leave.

8.5 Postponement

8.5.1 Carer's Leave will not normally be refused. However, where the employee's absence would cause serious disruption to the operation of the Council/School, we may require the leave to be taken at another time, in accordance with the statutory requirements.

8.5.2 Where Carer's Leave is postponed, we will:

- consult with the employee about an alternative date;
- ensure the alternative leave is taken within 1 month of the date originally requested;
- provide the employee with the reason for postponement in writing; and
- confirm the alternative date as soon as reasonably practicable and within the statutory timeframe.

8.5.3 The Council/School will not unreasonably prevent or discourage an employee from exercising their statutory right to Carer's Leave.

8.6 Confidentiality and Evidence

8.6.1 Employees are not required to disclose their caring responsibilities beyond the information reasonably necessary to administer the leave.

8.6.2 No medical evidence or other proof of the dependant's condition will normally be required for statutory Carer's Leave.

8.6.3 Employees are expected to make requests honestly. Deliberately providing false information may be dealt with under the Council's/School's relevant procedures.

8.6.4 Where an employee discloses caring responsibilities, managers should discuss appropriate workplace support, which may include flexible working, employee assistance, Occupational Health, or other relevant support.

9. Support Leave for Maternity and Adoption

9.1 The Council/School may grant up to 1 week's paid Support Leave to an employee who has been nominated by a birth or adoptive parent to provide significant support around the time of a birth or adoption.

9.2 Support Leave is intended primarily for employees who are not eligible for statutory Paternity Leave, for example a close family member or other nominated supporter.

9.3 The leave should normally be taken around the birth or placement of the child and may be taken as separate days where this is agreed with the manager.

9.4 Employees should provide the dates requested as soon as reasonably practicable.

9.5 Support Leave is a discretionary Council/School benefit and does not replace or reduce any statutory entitlement, including Maternity, Adoption, Paternity, Shared Parental, Parental Bereavement, or other statutory leave.

9.6 Where an employee is legally entitled to Paternity Leave, that statutory entitlement should be used rather than Support Leave. Paternity Leave is now a day 1 employment right, although statutory Paternity Pay remains subject to separate eligibility requirements.

10. Time off for Trade Union Work

10.1 Employees who are recognised Trade Union representatives are entitled to reasonable paid time off during working hours to carry out Trade Union duties, subject to the applicable legislation and the Council's/School's Trade Union Recognition and Facilities Time Agreement. This may include representing or supporting members, attending relevant meetings, consulting with members, undertaking training, and carrying out other activities connected with their recognised Trade Union role.

10.2 Requests for time off should be made in accordance with the Council's/School's Trade Union Recognition and Facilities Time Agreement.

and should be agreed with the relevant manager, where required.

11. Reservist and Cadet Force Adult Volunteer Leave

11.1 Purpose

11.1.1 The Council/School recognises the contribution made by members of the Reserve Forces and Cadet Force Adult Volunteers (CFAVs), and the skills, experience, and resilience that these activities can develop.

11.1.2 We will support employees who undertake Reserve Forces training or CFAV volunteering, while ensuring that operational requirements and service delivery are appropriately managed.

11.2 Reservist Training Leave

11.2.1 We will provide up to 10 days' paid leave in each leave year for eligible Reservists to attend authorised annual training.

11.2.2 This entitlement applies to members of the Reserve Forces, including the Royal Naval Reserve, Royal Marines Reserve, Army Reserve and Royal Air Force Reserve.

11.2.3 For part-time employees, the entitlement will be calculated on a pro-rata basis. Where an employee joins or leaves the Council/School during the leave year, the entitlement will normally be adjusted proportionately.

11.2.4 Paid Reservist training leave is an enhanced benefit provided by the Council/School. It is separate from annual leave, sickness absence and other statutory or contractual leave.

11.2.5 Where possible, Reservists should use this entitlement for essential or annual training commitments. Additional voluntary training should normally be undertaken outside working hours or by agreement with the manager using annual leave, unpaid leave, or flexible working arrangements.

11.3 Requesting Training Leave

11.3.1 Employees should give their manager as much notice as reasonably practicable and, where possible, provide details of planned training dates as soon as these are available.

11.3.2 Managers should consider requests reasonably and consistently, taking account of operational requirements, service delivery, and the employee's

training commitments. Managers should seek to facilitate Reserve Forces training wherever reasonably practicable rather than unnecessarily prevent or discourage participation.

11.3.3 Employees and managers should work together to identify suitable arrangements where training dates change or where several employees require leave at the same time.

11.4 Mobilisation

11.4.1 Reservists may be required to undertake full-time service following a formal call-out, known as mobilisation. Mobilisation is distinct from routine training leave and is not covered by the Council's/School's 10-day paid training entitlement.

11.4.2 A Reservist who receives a call-out notice should notify their manager and HR as soon as reasonably practicable and provide the relevant mobilisation information.

11.4.3 The Council/School will comply with its legal obligations in relation to mobilisation, including employment protection and reinstatement rights. An employee will not be dismissed, disadvantaged, or otherwise subjected to a detriment because they have a liability to be mobilised or because they exercise their statutory rights in connection with mobilisation.

11.4.4 In most circumstances, Reservists receive 28 days' notice of mobilisation, although shorter notice may apply where urgent mobilisation is required.

11.5 Pay and Benefits During Mobilisation

11.5.1 Mobilisation leave will normally be unpaid by the Council/School, as the Reservist will receive service pay and may be eligible for financial assistance through the Ministry of Defence.

11.5.2 We will make the necessary payroll arrangements during mobilisation in accordance with applicable legislation and Ministry of Defence requirements.

11.5.3 Pension contributions and other contractual benefits during mobilisation will be dealt with in accordance with the applicable pension scheme rules, legislation, and Ministry of Defence arrangements. Employees should seek advice from the People Team or the relevant pension administrator where necessary.

11.5.4 The Reservist will not be required to use annual leave to cover a period of mobilisation.

11.5.5 The Council/School may be eligible to claim financial assistance from the Ministry of Defence in respect of certain costs associated with mobilisation.

11.6 Deferral or Exemption from Mobilisation

11.6.1 Where mobilisation would cause significant operational difficulties, we may consider whether it is appropriate to apply for deferral or exemption in accordance with the statutory process.

11.6.2 Any such application will be considered on its individual circumstances and will recognise that national security and the operational requirements of the Reserve Forces are relevant to the decision.

11.6.3 Applications normally need to be made within the statutory time limit following receipt of the call-out notice. The current process generally requires an employer application within 7 days.

11.6.4 We will not discourage an employee from complying with a lawful call-out notice.

11.7 Return to Work Following Mobilisation

11.7.1 The Council/School will support employees returning to civilian employment following mobilisation. Employees should notify their manager as soon as they know their expected return date and provide any relevant information required to facilitate their return.

11.7.2 Subject to the statutory conditions, a Reservist has a legal right to return to their former employment following mobilisation. The Council/School will comply with its obligations concerning reinstatement and will provide the same job, or a reasonable alternative where the original job is no longer available, on the terms and conditions required by law.

11.7.3 Managers should discuss the employee's return with them in advance where practicable and consider any appropriate induction, refresher training, adjustments to working arrangements or other support required following a period of mobilisation.

11.8 Cadet Force Adult Volunteers

11.8.1 The Council/School recognises the contribution made by Cadet Force Adult Volunteers (CFAVs) to young people, local communities and the development of leadership and other transferable skills.

11.8.2 We will provide up to 2 days' paid volunteering leave in each leave year for eligible CFAVs, normally through the Council's/School's volunteering arrangements.

11.8.3 Where additional time is required for CFAV activities, employees should normally use their own time, annual leave, unpaid leave, or an agreed flexible working arrangement.

11.8.4 Employees should give their manager as much notice as reasonably practicable of planned CFAV commitments so that appropriate arrangements can be made.

12. Jury Service

12.1 Scope

12.1.1 This provision applies to employees who are summoned for jury service in England and Wales. Where an employee is required to undertake jury service in another jurisdiction, they should seek advice from the People Team about the applicable arrangements.

12.2 Notification and Evidence

12.2.1 Employees must notify their manager as soon as reasonably practicable after receiving a jury summons and provide a copy to confirm the dates of absence.

12.2.2 Employees should keep their manager informed of any changes to the expected duration of jury service, including where the court releases them early, or requires them to remain longer than originally anticipated.

12.2.3 We will only request information that is reasonably necessary to administer the absence and associated pay arrangements.

12.3 Working Arrangements

12.3.1 Where an employee is released from jury service for part of a working day, they should normally return to work where this is reasonably practicable and having regard to travel time and the requirements of the court.

12.3.2 Where the court requires the employee to remain available but does not require attendance, the employee should discuss the appropriate working arrangements with their manager. This may include returning to work

where permitted, working remotely where appropriate, or remaining available to the court as required.

12.4 Deferral

12.4.1 The Council/School will support employees in fulfilling their legal obligation to undertake jury service.

12.4.2 Where the timing of jury service would cause serious operational difficulties, we may ask the employee to seek a deferral in accordance with the court's process. Any such request will be considered on its individual circumstances and will not be used to discourage an employee from undertaking jury service.

12.4.3 We will provide the employee with any information reasonably required to support a deferral request.

12.4.4 An employee should not be required to make repeated requests for deferral solely because of operational convenience.

12.5 Pay and Court Allowances

12.5.1 An employee who is required to undertake jury service will receive their normal pay for the period of jury service, subject to the employee claiming any applicable loss-of-earnings allowance from the court. The Council/School will complete the relevant loss-of-earnings certificate to enable the employee to make the claim.

12.5.2 The loss-of-earnings allowance received from the court will be offset against the employee's normal pay in accordance with the Council's/School's payroll arrangements. The employee will therefore receive their normal contractual pay overall, subject to the applicable court allowance and payroll arrangements.

12.5.3 Any other expenses or allowances payable by the court, such as eligible travel or subsistence expenses, will remain payable to the employee in accordance with the court's rules and will not normally be offset against pay.

13. Volunteering Leave

13.1 Purpose

13.1.1 The Council/School recognises the valuable contribution that volunteering makes to local communities and the wider public. Volunteering Leave supports employees to contribute their time and skills to not-for-profit organisations and community initiatives, while promoting employee development, wellbeing, and community engagement.

13.1.2 The scheme also supports the Council's/School's commitment to being a responsible employer and strengthening its positive impact within the communities it serves.

13.1.3 Volunteering Leave is a discretionary benefit provided by the Council/School to all employees. It is not a statutory entitlement to paid leave. Placeholder – to be agreed, ie up to 2 days paid leave.

13.2 Approval Process

13.2.1 Employees must obtain approval from their manager before taking Volunteering Leave.

13.2.2 Requests should normally include:

- the proposed date or dates;
- the organisation or activity involved;
- whether the volunteering is individual or a Council/School team activity; and
- sufficient information to establish that the activity meets the scheme's eligibility requirements.

13.2.3 Managers should respond to requests within a reasonable period and should give reasons where a request cannot be approved.

13.2.4 Where a requested date cannot reasonably be accommodated because of service requirements, the manager should discuss an alternative date with the employee, where practicable.

13.2.5 Employees should notify their manager as soon as possible if an approved volunteering activity is cancelled or the dates change.

13.2.6 Where leave has been approved but the volunteering activity no longer takes place, the employee should normally return to work or agree an alternative arrangement with their manager.

13.2.7 Volunteering Leave should not be used for purposes other than those approved under the scheme.

13.3 Operational Requirements

13.3.1 Volunteering Leave should be planned to minimise disruption to service delivery.

13.3.2 Managers should not routinely refuse Volunteering Leave solely because the employee has made use of the scheme previously. Requests should be considered individually, taking account of operational requirements and the employee's entitlement under the scheme.

13.4 Conflict of Interest

13.4.1 Employees must ensure that volunteering does not create an actual, potential, or perceived conflict of interest with their Council/School duties.

13.4.2 Employees must comply with the Council's/School's policies relating to:

- conflicts of interest;
- political activity and impartiality;
- declarations of interest;
- use of Council/School resources;
- confidentiality and information security;
- safeguarding; and
- conduct and standards of behaviour.

13.4.3 Employees should seek advice from their manager or the appropriate department before undertaking volunteering where a potential conflict is unclear.

13.5 Political and Campaigning Activity

13.5.1 Volunteering Leave must not be used for political campaigning or other activity that conflicts with the employee's duties to the Council/School.

13.5.2 Employees whose roles are subject to political restrictions must comply with any additional statutory or contractual requirements applying to their position.

13.6 Volunteering Involving Children or Vulnerable Adults

13.6.1 Where volunteering involves children or adults who may be at risk, employees must comply with the relevant safeguarding requirements of the organisation with which they volunteer.

13.6.2 The Council's/School's safeguarding responsibilities and employment policies continue to apply to employees while undertaking Council/School-organised volunteering.

13.7 Expenses and Council/School Resources

13.7.1 Volunteering Leave does not automatically create an entitlement to reimbursement of expenses.

13.7.2 Any expenses, use of Council/School equipment, vehicles, premises, systems, or working time must be authorised in accordance with the relevant Council/School policy.

13.7.3 Employees must not represent themselves as acting on behalf of the Council/School unless they have been authorised to do so.

13.8 Health and Safety

13.8.1 Employees undertaking volunteering should follow the health and safety arrangements of the organisation providing the volunteering opportunity.

13.8.2 Where volunteering is organised or facilitated by the Council/School, the Council's/School's health and safety requirements will also apply.

13.8.3 Employees should notify their manager of any incident arising during Council/School-organised volunteering that may require reporting under the Council's/School's health and safety procedures.

14. Other Concessionary Leave

14.1 Adverse Weather and Travel Conditions

14.1.1 Employees are expected to take all reasonable steps to attend work on time and maintain their normal working hours and practices during adverse weather or travel conditions.

14.1.2 Managers may however approve alternative working arrangements, such as working from home, or hot-desking closer to home.

14.1.3 Where employees arrive late or are sent home early due to adverse conditions, managers may allow them to make up the hours not worked.

14.2 Interviews with Other Local Authorities

14.2.1 Where employees are placed at risk of redundancy, the Council/School will provide the employee with reasonable time off to attend interviews at other local authorities or schools.

14.2.2 Where the employee is not at risk of redundancy and wishes to attend a job interview with another local authority or school voluntarily, they should use annual leave, unpaid leave or as otherwise agreed with their manager.

15. Unauthorised Absence

15.1 Employees may require planned or unplanned time away from work. The leave options in this policy support these circumstances and are in addition to annual, sick, and family leave provisions.

15.2 If unable to attend work for any reason, employees must telephone their manager (or another appropriate manager if not available) as soon as possible, provide the reason for their absence and maintain contact throughout. Text messages are generally not acceptable.

15.3 Failure to notify a line manager may result in the absence being treated as unauthorised absence or absence without official leave (AWOL).

15.4 Managers should follow the process for managing unauthorised absence set out in the management toolkit.

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EAST SURREY SHADOW EMPLOYMENT COMMITTEE

MEETING DATE: 10 NOVEMBER 2026

REPORT OF: THEME SPONSOR FOR PEOPLE AND GOVERNANCE – KAREN BRIMACOMBE

SUBJECT: CONTRACTUAL TERMS AND CONDITIONS OF EMPLOYMENT FOR NEW EMPLOYEES OF EAST SURREY COUNCIL

Purpose of the Report:

This report asks the Employment Committee to approve the terms and conditions framework for employees appointed to East Surrey Council from 1 April 2027, and for new senior leadership appointments made before that date. Following its consideration of an earlier report on 15 July 2026, the Committee asked for detailed proposals covering financial, workforce, equality and implementation considerations. The proposed framework is based on the National Joint Council (NJC) for Local Government Services National Agreement (the Green Book) and the relevant Joint Negotiating Council (JNC) arrangements, with clear local provisions where decisions are required. The Employment Committee is the decision-making body for these proposals. Approval is subject to consideration of any material objections raised through trade union consultation.

Recommendations:

It is recommended that the Employment Committee resolves to:

1. Adopt the National Joint Council (NJC) for Local Government Services National Agreement (the Green Book) as the core terms and conditions framework for employees within scope, together with the relevant Joint Negotiating Council (JNC) frameworks for Chief Officers and Chief Executives; participates in the relevant national pay arrangements; and notes that proposals for the locally agreed pay structure and pay progression arrangements will be submitted to the Employment Committee for approval in January 2027;

2. Agrees annual leave of 28 days on appointment, increasing to 32 days after five years' continuous local government service, plus public holidays, and that this will apply to all employees, regardless of their level of seniority in the organisation;

3. Agree one day of birthday leave each leave year as a locally determined enhancement for all employees within scope;

4. Agree a standard full-time contractual working week of 36 hours;

5. Adopt the Green Book occupational sickness scheme;

6. Adopt a six-month probationary period for new starters to East Surrey Council, and note this will not apply when an existing East Surrey employee moves to another role within the council;

7. Adopt HMRC's Approved Mileage Allowance Payment rates for authorised business mileage, together with reimbursement of reasonable travel and subsistence expenditure in accordance with council policy;

8. Adopt contractual notice periods of one month for employees below senior management level and three months for Heads of Service, other designated senior managers, Deputy Chief Officer, Chief Officers and the Chief Executive, noting that If the council terminates employment, it will provide the contractual notice period or the statutory minimum notice required by law, whichever is longer.

9. Includes a reasonable mobility clause in contracts, enabling employees to work at council locations or other workplaces required for service delivery. Before requiring a change of workplace, the council would consult the employee, give reasonable notice wherever possible, and consider the distance and additional travel time and cost, accessibility, disability or health needs, caring responsibilities and any other relevant personal circumstances;

10. Include an express contractual right for the council to make a payment in lieu of notice;

11. Include an express contractual right for the council to place an employee on garden leave for all or part of their notice period where reasonable and proportionate;

12. Note that consultation has commenced with UNISON and GMB and notes that the above recommendations are subject to consideration of any material objections raised; with any such objections to be reported to the Employment Committee in January 2027 before final implementation; and

13. Delegate authority to the Head of Paid Service, in consultation with the Chair of the Employment Committee, to make minor drafting and consequential amendments required to implement the framework, provided these do not materially change the recommendations.

Reason for Recommendations:

The proposals provide a clear, nationally recognised and competitive employment offer, while retaining proportionate local choices that reflect East Surrey's workforce, recruitment needs and financial responsibilities. Early agreement will support timely recruitment, lawful implementation and workforce readiness, helping the new council attract and retain employees who share its vision and values and maintain effective services from vesting day.

Options, including alternatives (if any)

Option 1 (recommended) – adopt the recommended national framework with defined local provisions. This gives the council a recognised baseline, supports comparability and employee relations, and enables local decisions on matters such as leave, hours, probation, mileage and contractual clauses.

Option 2 (not recommended) – adopt only the Green Book minimum provisions. This would reduce enhancements but would be less competitive against Surrey comparators and could weaken recruitment and retention. It is not recommended.

Option 3 (not recommended) – develop a wholly bespoke local framework. This would give greater flexibility but require significant design, negotiation and maintenance, increase implementation and equal pay risk, and be difficult to deliver before vesting day. It is not recommended.

Option 4 (not recommended) – defer a decision. This would delay contracts and recruitment, create uncertainty for candidates and managers, and increase readiness risk. It is not recommended.

Summary:

Background and scope

1. In July 2026 the Committee agreed in principle that East Surrey Council should align its future terms and conditions with national local government frameworks, asked officers to develop detailed proposals covering financial, workforce, equality and implementation matters, and supported early and ongoing trade union and employee engagement.

2. The proposed framework will apply to employees appointed by East Surrey Council from 1 April 2027 and to new senior leadership appointments made before vesting day. It will not replace the terms of employees transferring under the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE). A transferring employee who later secures an internal promotion or a different role will be appointed to that role on the new framework.

3. The proposals do not apply to groups whose terms are governed by separate national arrangements, including teachers, youth and community workers, coroners and educational psychologists.

4. The design principles are:

   - compliance with national requirements;
   - a compelling and inclusive employee offer;
   - fairness and consistency;
   - affordability and sustainability;
   - simplicity of administration;
   - protection of transferring employees' rights; and
   - sufficient flexibility to meet service and labour-market needs.

How the Green Book works

5. The Green Book is the NJC National Agreement on Pay and Conditions of Service for local government services employees. Part 2 contains key national provisions that apply to all employees covered by the NJC and provide a common national standard. These cover equalities; official conduct; training and development; health, safety and welfare; pay and grading; working time; leave; part-time and temporary employees; sickness and maternity schemes; car allowances and reimbursement of expenditure; continuous service; notice; grievance and disciplinary procedures; trade union facilities; and London and fringe-area allowances.

6. Part 2 is not normally open to unilateral local variation. Part 3 contains other national provisions that may be modified through local negotiation. The Green Book therefore establishes the core framework and minimum protections, while councils still need to decide and document local detail where the national agreement permits it.

Evidence and recommended employment offer

7. Officers compared the Green Book with arrangements across Surrey County Council and the eleven district and borough councils. Appendix 1 summarises the comparison. The evidence shows substantial variation in leave, hours, progression, sickness, notice and mileage, while pension provision and many core employment protections are already aligned to national arrangements. A national foundation with clear local provisions is therefore more deliverable and lower risk than a wholly bespoke framework. This report does not seek approval of the detailed local pay structure or pay progression arrangements; these are being developed separately and submitted to the Employment Committee for approval in January 2027.

8. **Annual leave.** Entry-level annual leave entitlements vary significantly across Surrey councils. Officers recommend a single annual leave entitlement for all

employees within scope, regardless of seniority: 28 days on appointment, rising to 32 days after five years' continuous local government service, plus public holidays. This provides a clear and consistent approach and would offer a competitive entitlement compared with the existing Surrey councils.

Officers recommend one additional day of birthday leave each leave year as a locally determined enhancement to the core annual leave entitlement. Birthday leave is not a standard Green Book provision and the comparison in Appendix 1 does not indicate that it is consistently offered across Surrey councils. It is proposed as a simple, visible benefit that recognises employees personally and modestly strengthens the overall employment offer.

Birthday leave would normally be taken on the employee's birthday or on an alternative working day close to it where the birthday falls on a non-working day, public holiday or a day when service requirements prevent leave. The date would be agreed in advance with the manager through the normal leave approval process so that service cover can be maintained. Where an employee is already absent on another form of leave on their birthday, the birthday leave may be taken on another agreed working day.

The entitlement would be one paid day for full-time employees and pro-rated for part-time employees. It would not be carried forward, accumulated or paid in lieu if unused, and detailed arrangements for new starters and leavers would be set out in the supporting leave policy. Birthday leave would apply to all employees within scope, regardless of seniority. It would provide a modest recruitment and engagement benefit but would also reduce available workforce capacity slightly, which services would need to manage through normal leave and workforce planning.

9. **Working week.** Appendix 2 shows that 90% of the projected East Surrey workforce, and 79% across East and West Surrey, currently work 36 hours. A 36-hour week therefore provides the closest alignment, supports recruitment and retention and carries lower employee-relations risk. A 37-hour week would provide about 2.8% more contractual time but aligns with only a minority of the future workforce.

10. **Flexi-time and flexible working.** A number of Surrey district and borough councils, but not all, currently operate flexi-time schemes that allow employees to build up additional hours and take these as extra days off each month, in addition to annual leave, subject to the rules of their scheme. Surrey County Council does not operate such a scheme. There is no proposal to introduce a flexi-time scheme of this kind for new employees of East Surrey Council. Employees will still be able to work flexibly by varying their start and finish times, subject to the needs of their service area. This flexibility is distinct from a scheme that allows hours to be accumulated and taken as additional days off.

Where transferring employees have a contractual entitlement to participate in a flexi-time scheme, including where that entitlement has arisen through established custom and practice, they will retain that entitlement on transfer under the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE). Whether an entitlement is contractual will be assessed as part of the transfer due diligence, taking account of the relevant contractual documents, collective agreements and established working arrangements. Any flexi-time schemes retained following transfer must be properly managed and applied in accordance with their applicable rules and contractual provisions. This includes ensuring that additional hours worked and flexi-time leave meet service delivery needs, obtaining manager approval before additional hours are worked in accordance with the scheme, and consistently applying the relevant accounting-period cut-offs and limits on hours carried forward.

11. **Occupational sickness.** Most district and borough councils apply the Green Book provisions. These increase with service from one month's full pay in the first year, with access to half pay after four months, to six months' full pay and six months' half pay after five years. Surrey County Council operates a different scheme, commonly described as "three plus three": up to three months' full pay followed by up to three months' half pay. In specified circumstances, the period of full pay or half pay may be extended, but the standard entitlement does not increase automatically with length of service in the same way as the Green Book scheme. Officers recommend the Green Book provisions because they provide a clear, nationally recognised and service-related entitlement, consistent with most district and borough councils, supported by effective attendance management.

12. **Probation.** Probation is commonly used for new starters across Surrey councils, although the length of the probation period and the detailed arrangements vary. A six-month probationary period is recommended for new starters to East Surrey Council. It will not apply when an existing East Surrey employee moves to another role within the council, including through promotion. Probation reviews should be completed promptly, with clear objectives, support and documented review points. Any decision to dismiss an employee must take account of the statutory notice period and the employee's statutory rights. From 1 January 2027, employees will normally qualify for protection from ordinary unfair dismissal after six months' service.

13. **Mileage and travel.** Current mileage arrangements vary across Surrey councils. Surrey County Council and several district and borough councils use HMRC rates rather than the historic Green Book casual-user rates, while others retain locally determined arrangements. Appendix 3 compares the HMRC and historic Green Book rates. HMRC rates provide a single, familiar and tax-efficient basis, automatically updated when HMRC changes its limits. Officers therefore recommend adopting HMRC Approved Mileage Allowance Payment

rates for authorised business mileage. Reasonable travel and subsistence costs should be reimbursed under a supporting policy and normally evidenced by receipts.

14. **Notice.** Surrey councils currently use different notice periods according to grade and seniority. Officers considered a six-month notice period for the Chief Executive and Chief Officers because of the importance of these roles and the time that may be needed to recruit successors and provide an effective handover. A three-month period is recommended instead. This aligns with the national Joint Negotiating Council position for Chief Officers and provides a more proportionate balance between organisational continuity, the council's ability to recruit senior candidates and the flexibility to manage changes in senior leadership. The proposed framework is therefore one month for employees below senior management level and three months for Heads of Service, other designated senior managers, Chief Officers and the Chief Executive. If the council terminates employment, it will provide the contractual notice period or the statutory minimum notice required by law, whichever is longer.

15. **Mobility.** Officers recommend including a reasonable mobility clause in East Surrey Council contracts. A mobility clause sets out the circumstances in which the council may reasonably require an employee to work from a different location from their usual contractual base. This could include working from another East Surrey Council office, a service location such as a library or depot, a partner organisation's premises, or another suitable workplace needed to maintain or improve service delivery. It could also support temporary moves during building works, emergencies, organisational change or changes in where a service is delivered. The clause would not give the council an unrestricted right to move employees or require unreasonable travel. Before using it, the council would consult the employee, provide reasonable notice wherever possible and consider the distance and additional travel time, cost, accessibility, disability or health needs, caring responsibilities and any other relevant personal circumstances. Any requirement to move location must be reasonable and consistent with employment law and the council's equality duties.

16. **Payment in lieu of notice and garden leave.** Officers recommend including clear contractual clauses covering both payment in lieu of notice and garden leave. A payment in lieu of notice allows the council to end employment immediately and pay the employee the salary and contractual benefits they would have received during their notice period, rather than requiring them to work that period. This may be appropriate where there is no operational need for the employee to remain at work, where an immediate departure would reduce disruption, or where access to sensitive information, systems or relationships needs to end promptly. An express clause provides certainty for

both parties and reduces the risk of dispute about whether the council is entitled to use this option.

Garden leave is different. The employee remains employed and continues to receive normal pay and contractual benefits during their notice period, but may be required not to attend work, undertake duties, contact specified colleagues or customers, or access council systems and information. It may be useful where a departing employee holds a senior or sensitive role, is joining another organisation, or where continued access could create confidentiality, security, commercial or employee-relations risks.

Neither provision would be used automatically. Each decision would need to be reasonable, authorised at the appropriate level and based on the circumstances of the case, including cost, service continuity, employee relations and any legal risk. Including the clauses in contracts gives the council flexibility to manage notice periods appropriately while ensuring employees understand the possible arrangements from the outset.

17. Taken together, the recommendations create a coherent offer rather than a collection of separate benefits. They are intended to be attractive and compelling, support East Surrey's vision and values, and remain capable of fair and affordable implementation.

Consultation:

18. The proposals have been developed through the People, Workforce and Culture workstream with input from HR, finance, legal and programme colleagues and informed by benchmarking across the twelve Surrey councils.

19. Consultation has commenced with UNISON and GMB. This is taking place alongside consultation on the transfer of undertakings for employees who will transfer to the new councils, including proposed future measures to be implemented by those councils. Although this report concerns the framework for new appointments rather than changes to transferring employees' existing terms, officers recognise that these parallel consultations place significant demands on trade union representatives at an already busy time. However, the local government reorganisation timetable means that work on new terms and conditions and pay arrangements cannot be deferred until the transfer consultation is complete, as these arrangements need to be ready to support recruitment and implementation. Both strands of consultation must therefore progress in parallel, with continued meaningful engagement and consideration of trade union representations.

20. UNISON has provided initial feedback for consideration by the Employment Committee. Its primary concern relates to the process and sequencing of the consultation. UNISON considers that it is difficult to determine the terms and conditions for future employees while consultation concerning transferring

employees remains ongoing. It considers that the two matters should be considered alongside each other, as decisions on the new employment framework could influence future discussions about workforce integration and the potential harmonisation of terms and conditions.

21. UNISON supports an objective of achieving, over time, the greatest possible consistency in terms and conditions across the new Council. It has raised concerns that employees undertaking the same or similar work on materially different contractual arrangements could result in employee relations and operational difficulties. In particular, UNISON has identified potential implications for internal career progression where an employee may lose an existing contractual benefit on moving to another role, recruitment and retention, workforce planning and the operation of different working arrangements within the same service.

22. UNISON has also highlighted potential equality implications, particularly where contractual flexibility supports employees with caring responsibilities or disabled employees. It has asked that the operational and equality implications of different levels of flexibility across the workforce are carefully assessed. UNISON's overarching position is that the employment offer for new employees should be developed with a view to achieving sustainable and, where possible, harmonised arrangements across the workforce. This is UNISON's initial feedback, and a fuller response will be provided by the end of November 2026.

23. Officers recognise UNISON's concerns about sequencing, workforce integration and the implications of operating different inherited and new terms and conditions. Transferring employees will retain their existing contractual terms on transfer. The proposals in this report do not seek to vary those terms or determine the Council's longer-term approach to any future harmonisation. Any subsequent proposals to change inherited terms would require a separate lawful process, appropriate consultation and consideration by the relevant decision-making body.

24. However, the new Council requires a clear contractual framework to support new appointments from 1 April 2027 and senior leadership appointments made before vesting day. Deferring these decisions until all matters relating to transferring employees have been concluded would create uncertainty for recruitment, workforce planning, contract preparation and implementation. Officers therefore consider that the two strands of work should continue in parallel, with due regard to the relationship between them and continued meaningful engagement with the recognised trade unions.

25. Officers acknowledge that the Council will operate multiple inherited contractual arrangements for a period and that this will require careful management. The framework provides a consistent basis for future appointments and does not prevent the Council from considering its longer-term approach to workforce

integration and harmonisation once the inherited arrangements are fully understood. The implications for employees moving to different roles, including the potential effect on career progression and recruitment and retention, will be considered through implementation planning and ongoing workforce monitoring.

26. The equality and flexibility issues raised by UNISON will be considered through the Equality Impact Assessment and the development of the supporting employment policies. This will include consideration of potential impacts on disabled employees, employees with caring responsibilities and others who may be affected by different working arrangements. The proposed framework will continue to allow employees to vary their start and finish times, subject to service requirements, and the Council will remain responsible for considering flexible working requests and reasonable adjustments in accordance with its legal obligations.

27. Consultation remains ongoing. UNISON's fuller response, together with any response received from GMB, will be considered before implementation. If the consultation identifies material objections or amendments to the proposed framework, these will be reported to the Employment Committee in January 2027 for further consideration.

Risk Management and Implications:

28. **Readiness and recruitment.** Delay or ambiguity could prevent timely appointments and weaken the candidate offer. Mitigation: agree the framework now, complete union consultation and prepare standard contracts and recruitment materials.

29. **Employee relations and consultation.** Unresolved union concerns could lead to challenge or delay. Mitigation: continue early consultation, provide evidence for each proposal and return any material objections to the Committee in January 2027.

30. **Legal and TUPE.** Applying the new framework to transferring employees without a lawful basis could create contractual and employee-relations risk. Mitigation: preserve inherited terms on transfer, apply the framework only to appointments within scope and obtain legal review of contracts and implementation.

31. **Equal pay and equality.** Different inherited and new arrangements may create perceived inequity or differential impacts. Mitigation: use consistent job evaluation and appointment controls, maintain objective records, complete an Equality Impact Assessment and monitor outcomes.

32. **Affordability and capacity.** Enhanced annual leave, birthday leave, sickness provisions and a 36-hour week may affect capacity and costs; mileage costs

will vary with travel patterns. Mitigation: reflect assumptions in workforce and budget planning, monitor usage and manage services through effective establishment, attendance, leave and travel controls.

33. **Recruitment and retention.** An offer materially below the market could increase vacancies and turnover, while an unnecessarily generous offer could create recurring cost. Mitigation: use the Surrey comparison, review hard-to-fill roles and retain targeted mechanisms such as market supplements where justified.

34. **Implementation and administration.** Errors in payroll, contracts or HR systems could cause detriment and reputational damage. Mitigation: establish clear ownership, test systems, issue guidance, train managers and undertake pre-implementation assurance.

35. **Reputation and service delivery.** Failure to establish a fair and credible framework could undermine confidence in the new council. Mitigation: transparent member decisions, clear communication and monitoring of workforce and service indicators.

Financial and Value for Money Implications:

36. The new framework will apply to new appointments rather than automatically changing the terms of transferring employees. Its immediate cost will therefore build as vacancies are filled, new posts are created and senior appointments are made. The full-year effect will depend on workforce numbers, grades, working patterns, absence, leave and business mileage and cannot be stated as a single reliable figure at this stage.

37. The 36-hour week provides approximately 2.8% less contractual time than a 37-hour week. This is a capacity consideration rather than an automatic cash cost, because around 90% of the projected East Surrey workforce already works 36 hours and no general reduction in existing hours is proposed.

38. The annual leave, birthday leave and occupational sickness proposals may be more generous than some predecessor arrangements and could affect productive capacity and absence cost. Conversely, a competitive offer may reduce vacancy, agency, recruitment and turnover costs. These effects will be monitored through workforce and budget reporting.

39. HMRC mileage rates may increase or reduce reimbursement compared with current local schemes. The impact will depend on claim volumes and travel behaviour and will be managed through service budgets, authorisation controls and active promotion of efficient and sustainable travel.

40. Detailed implementation and recurrent costs will be incorporated into the 2027/28 budget and medium-term financial planning. The financial implications of the proposed local pay structure and pay progression arrangements will be

set out in the report to the Employment Committee in January 2027. Any material pressure that cannot be contained within approved budgets will require a further decision through the council's normal governance arrangements.

Section 151 Officer Commentary:

41. East Surrey Council will operate in a very challenging financial environment, with significant budgetary pressures from increasing demand and costs of service delivery, coupled with limited financial resources and reducing government funding. East Surrey Council will be increasingly reliant on Council Tax as the primary source of income.

42. Decisions made by the sovereign councils in East Surrey and the East Surrey Shadow Authority will need to consider the ongoing financial impact and ensure that expenditure does not exceed the resources available. It is vital that significant importance is placed on effective financial management and medium-term financial sustainability to achieve a balanced budget position and protect service delivery.

43. As set out above, the financial implications of these proposals will, in the main, relate to changes in capacity, rather than direct financial costs. These terms and conditions will apply to only a small proportion of the workforce initially and will be contained within the Leadership and Management staffing budgets. Through ongoing staff turnover and recruitment to new posts, these terms and conditions will apply to increasing proportions of the workforce, and the ongoing financial implications will need to be considered and factored into Medium Term Financial Strategy through future budget setting processes.

Legal Implications (Monitoring Officer Commentary):

44. The Employment Committee is the decision-making body for the employment terms and conditions proposals in this report. Its approval does not require subsequent ratification or adoption by the Shadow Authority. Any material changes arising from consultation will be referred back to the Employment Committee before final implementation.

45. The Transfer of Undertakings (Protection of Employment) Regulations 2006, or any statutory transfer scheme applying to local government reorganisation, protect transferring employees' contracts, continuity and relevant collective agreements. The proposals do not seek to vary those terms on transfer. Any later change to inherited terms would require separate legal advice, a lawful basis and appropriate consultation.

46. Where national collective agreements are incorporated into contracts, the council must apply them consistently and reflect subsequent national changes where contractually required. Local provisions must be clearly drafted and must not conflict with the applicable national framework.

47. Implementation must comply with employment contract requirements, statutory notice, working time, equality and equal pay law, collective consultation obligations, data protection and the Public Sector Equality Duty. Particular care is required when employees move from protected inherited terms to a new role on the new framework; the new terms and the employee's agreement must be clearly documented.

48. Mobility, payment in lieu of notice and garden leave clauses must be express, reasonable and exercised consistently. Equality impacts and individual circumstances must be considered before relying on a mobility clause. The proposed contracts, policies and consultation process should be legally reviewed before issue.

Workforce Implications (People/Human Resources Commentary)

49. The framework is a central part of the council's employee value proposition and will support recruitment to senior leadership, transformation and service roles. A nationally recognised foundation will be easier for candidates, employees and managers to understand and will support consistent people management.

50. The council will nevertheless operate multiple inherited terms for a significant period. Managers and HR teams will need guidance to avoid inconsistent treatment, particularly where employees in comparable work have different contractual hours, leave or sickness arrangements. Appointment controls must ensure that promotions and new roles are offered on the new framework and accepted in writing.

51. The 36-hour week, competitive annual leave offer and birthday leave support recruitment and employee engagement, but workforce plans and service models must reflect available capacity. The sickness scheme should be accompanied by effective prevention, early support, reasonable adjustments and attendance management.

52. Implementation will require final contracts and policies, payroll and HR system configuration, manager training, candidate and employee communications, trade union engagement and assurance before vesting day. Workforce data should be monitored for recruitment, turnover, absence, equality, employee relations and cost impacts.

Equality and Diversity:

53. The council must have due regard to the Public Sector Equality Duty when deciding and implementing the framework. The proposals apply consistently to new appointments, but different provisions may affect groups differently, including disabled employees, part-time employees, people with caring responsibilities, pregnant employees and employees of different ages.

54. Potential positive impacts include a shorter standard working week, birthday leave and clearer national protections. Birthday leave will be pro-rated for part-time employees and implemented flexibly where an employee's birthday falls on a non-working day, public holiday or during another period of leave. Potential adverse impacts may arise from mobility requirements, changes when transferring employees secure new roles, or the interaction of hours and leave with part-time arrangements. An Equality Impact Assessment will be completed once the Committee has reached its decisions. The assessment will consider these and any other potential impacts, informed by consultation and the need for reasonable adjustments. If it identifies issues that require material changes to the proposals, the proposals will be updated and brought back to the Employment Committee in January 2027 for further consideration.

Climate Change and Sustainability:

55. The framework has no significant direct environmental impact. The mobility and travel arrangements may influence business travel; implementation policies will therefore support virtual working, public transport and lower-carbon options where practical, while ensuring employees are not disadvantaged where travel is necessary.

What Happens Next:

- Continue consultation with UNISON and GMB and assess any representations received.
- If material objections are raised, report them and any proposed response to the Employment Committee in January 2027.
- Proceed with implementation following the Employment Committee's approval and consideration of any material consultation objections.
- Finalise contracts, policies, systems, guidance and manager briefings and communicate the agreed offer to candidates, employees and recognised trade unions.
- Monitor implementation, affordability and workforce outcomes and bring any material change requiring member approval back through the appropriate governance route.

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Appendices:

Appendix 1 – SCC and Surrey District and Borough Councils compared with National Terms and Conditions (Green Book)

Appendix 2 – Working Week: Analysis of the Current Workforce in Surrey

Appendix 3 – Mileage Rates

Sources/background papers:

East Surrey Employment Committee, “Establishing a New Terms and Conditions Framework Direction”, 15 July 2026, and published minutes of that meeting.

National Joint Council for Local Government Services, National Agreement on Pay and Conditions of Service (Green Book), current edition.

Joint Negotiating Committee for Local Authority Chief Officers, Conditions of Service Handbook, last updated 8 August 2017.

Joint Negotiating Committee for Local Authority Chief Executives, Conditions of Service Handbook, last updated 7 September 2022.

Appendix 1 – Comparison of Current Terms and Conditions and the Proposed East Surrey Framework

This appendix compares the national NJC Green Book position, current arrangements at Surrey County Council and the broad range of practice across Surrey district and borough councils with the proposed East Surrey position. Individual predecessor councils' detailed provisions may vary by grade, employee group, date of appointment or local policy. The comparison is therefore intended to support the Committee's decision on the future framework rather than determine any transferring employee's contractual entitlement.

Area	National framework	Current Surrey practice	Proposed East Surrey position and rationale
Core framework	The National Joint Council (NJC) Green Book is the national agreement for local government services employees. Separate Joint Negotiating Council (JNC) frameworks apply to Chief Officers and Chief Executives.	Surrey County Council (SCC) operates local contractual arrangements drawing on national and local government practice. District and borough councils use a mixture of nationally negotiated provisions and locally determined pay, policies and benefits.	Adopt the Green Book as the core framework, with the relevant JNC arrangements for Chief Officers and Chief Executives. This provides a recognised and transparent foundation while allowing defined local choices.
Part 2 national provisions	Part 2 covers equalities; conduct; training; health, safety and welfare; pay and grading; working time; leave; part-time and temporary employees; sickness and maternity; car allowances and expenses; continuous service; notice; disciplinary and grievance procedures; trade union facilities; and London and fringe allowances. These provisions are not normally open to unilateral local variation.	Comparable matters are covered through local contracts, policies and collective arrangements. Many councils apply Green Book provisions, with local detail or variation where permitted.	Apply the relevant Part 2 provisions and document local choices clearly. This supports consistency and avoids unnecessary bespoke drafting.
Annual leave	22 days on appointment, rising to 27 after five years' continuous local government service, plus public holidays, subject to national changes and local enhancement.	SCC provides 26 days, rising to 31. Entry entitlements across district and borough councils generally range from 22 to 28 days, with higher entitlements after service and for some senior roles. Public holidays apply.	**Core:** 28 days on appointment, rising to 32 days after five years' continuous local government service, plus public holidays, for all employees within scope regardless of seniority. **Separate enhancement:** one day of birthday leave each leave year for all employees within scope, pro-rated for part-time employees. It would normally be taken on the birthday or on another agreed

			working day close to it, would require advance approval to maintain service cover, and would not be carried forward or paid in lieu if unused. The core offer is clear, consistent and competitive; birthday leave provides a simple personal benefit, with a small capacity impact.
Working week	Locally determined; the national agreement does not prescribe one standard week for all councils.	SCC and three East Surrey district and borough councils use 36 hours; other councils use 37 hours.	36 hours. Around 90% of the projected East Surrey workforce already works 36 hours. This gives the closest alignment and lower recruitment and employee-relations risk. A 37-hour week provides around 2.8% more contractual time.
Pay awards and progression	The NJC negotiates national pay awards. Grading and progression are determined locally, subject to equal pay and job evaluation requirements.	SCC applies national pay awards and generally uses automatic incremental progression. Other councils vary between national and local awards and between automatic and performance-linked progression.	Participate in the relevant national pay arrangements. The local pay structure and progression arrangements will be submitted to the Employment Committee in January 2027.
Pension	Eligible employees may join the Local Government Pension Scheme (LGPS).	The LGPS operates across Surrey councils.	Provide eligible employees with access to the LGPS under the statutory regulations. This is not a separate discretionary decision for the Committee.
Occupational sickness	Entitlement increases with service, from one month's full pay in the first year, with access to half pay after four months, to six months' full and six months' half pay after five years.	SCC operates a different scheme, commonly described as three months' full and three months' half pay, with discretion to extend in specified circumstances. Most district and borough councils apply Green Book-style provisions.	Adopt the Green Book scheme, supported by prevention, early support, reasonable adjustments and effective attendance management.
Probation	The Green Book does not prescribe a universal probation period; this is determined locally.	Probation is commonly used for genuine new starters, but periods and arrangements vary.	Six months for genuine new starters only. It will not apply when an existing East Surrey employee moves role, including through promotion. Reviews must be prompt and documented. From 1 January 2027, ordinary unfair dismissal protection will normally arise after six months' service.
Mileage and travel	Historic Green Book casual-user rates vary by engine size. Subsistence and many travel arrangements are locally determined.	Local arrangements vary. A number of councils use HMRC rates rather than the historic Green Book rates.	Use HMRC Approved Mileage Allowance Payment rates for authorised business mileage and reimburse reasonable travel and subsistence under council policy. This is simpler and tax-efficient within HMRC limits. See Appendix 3.

Notice	Employee notice is normally at least one pay period. Councils may set longer contractual periods for senior or specialist roles; statutory employer notice also applies.	Periods generally range from one to three months by grade and role, with some longer senior-role provisions.	One month below senior management; three months for Heads of Service, designated senior managers, Chief Officers and the Chief Executive. If the council terminates employment, it will give the contractual or statutory minimum notice, whichever is longer. Six months was considered for the most senior roles, but three months better balances continuity, recruitment and flexibility.
Mobility	Not prescribed nationally; local contracts determine work-location requirements.	Local wording varies according to each council's estate, roles and service requirements.	Include a reasonable mobility clause covering council offices, service locations, partner premises and temporary moves. It will not provide an unrestricted relocation right. Consultation, reasonable notice and individual circumstances must be considered.
Payment in lieu of notice	Not prescribed by the Green Book. An express clause gives clarity where employment ends without notice being worked.	Use depends on local contract wording and authorisation arrangements.	Include an express contractual right to make a payment in lieu of notice. This provides flexibility and reduces uncertainty about contractual authority.
Garden leave	Not prescribed by the Green Book. The employee remains employed and paid but may not be required to perform normal duties during notice.	Use and wording vary and are more common for senior or sensitive roles.	Include an express right to use garden leave where reasonable and proportionate, helping protect confidential information, relationships and organisational interests.
Trade unions	The Green Book is collectively negotiated through the NJC. Local recognition and consultation are determined by each employer.	SCC recognises UNISON, GMB and Unite. Recognition arrangements vary across the district and borough councils.	Continue consultation with UNISON and GMB. Any material objections will return to the Employment Committee in January 2027 before implementation.

Appendix 2 – Working Week: Analysis of the Current Workforce in Surrey

Analysis of the transferring workforce demonstrates that most employees expected to transfer to East Surrey Council already work a 36-hour contractual week. The combined East and West Surrey figures are included as wider context.

Full-time equivalent analysis

Council	36-hour FTE	37-hour FTE	Total FTE	Percentage on 36 hours
East Surrey	4,907.66	557.75	5,465.41	90%
West Surrey	4,388.80	1,951.04	6,339.84	69%
Total	**9,296.46**	**2,508.79**	**11,805.25**	**79%**

Headcount analysis

Council	Employees on 36 hours	Employees on 37 hours	Total employees	Percentage on 36 hours
East Surrey	5,480	618	6,098	90%
West Surrey	4,883	2,144	7,027	70%
Total	**10,363**	**2,762**	**13,125**	**79%**

The evidence shows that nine out of ten employees in the projected East Surrey workforce already work a 36-hour week. Across East and West Surrey combined, approximately 79% of employees work 36 hours. A 36-hour standard therefore provides the closest alignment with East Surrey's inherited workforce arrangements.

Options appraisal

Consideration	36-hour week – recommended	37-hour week
Workforce alignment	Aligns with 90% of the projected East Surrey workforce and provides the greatest continuity.	Aligns with only 10% of the projected East Surrey workforce and would create greater divergence from inherited arrangements.
Recruitment and retention	Supports a competitive employee offer and may be attractive to candidates comparing working hours,	May be less attractive where neighbouring councils or

	flexibility and effective hourly pay.	other employers offer shorter contractual hours.
Workforce capacity	Provides approximately 2.8% less contractual time than a 37-hour week. Service and workforce plans must reflect this.	Provides one additional contractual hour a week, although this will not automatically translate into usable capacity without effective service design and workload management.
Employee relations	Avoids increasing contractual hours for the large majority of the projected workforce and is likely to carry lower employee-relations risk.	Could create concern if employees perceive longer hours for the same annual salary and may affect morale, recruitment and retention.
Equality and inclusion	May support work-life balance, including for some employees with caring responsibilities, disabilities or health conditions. Detailed impacts will be considered through the Equality Impact Assessment.	Longer hours could have differential effects on part-time employees and employees with caring, disability or health considerations. Detailed assessment would be required.
Implementation	Provides a clear new standard aligned with most existing arrangements, although the council will still administer inherited 36- and 37-hour contracts during transition.	Would also require dual administration during transition and would be less aligned with the projected workforce.

Conclusion

A 36-hour contractual working week provides the strongest alignment with the projected East Surrey workforce and the lowest implementation and employee-relations risk. It also supports a competitive employment offer. The principal disadvantage is the approximately 2.8% reduction in contractual time compared with a 37-hour model; this should be addressed through workforce planning, service design and effective performance management. Officers therefore recommend a standard 36-hour week for employees appointed on East Surrey Council terms and conditions.

Appendix 3 – Mileage and Travel Reimbursement

This appendix compares the principal mileage reimbursement approaches considered for East Surrey Council. Rates shown are those supplied for 2026/27 and should be checked against the rates in force at implementation.

Scheme	2026/27 rate	Key features
HMRC Approved Mileage Allowance Payments – car or van	55p per mile for the first 10,000 business miles in the tax year; 25p per mile thereafter	Single nationally recognised rate within HMRC tax-free limits, subject to HMRC rules and future rate changes.
NJC Green Book casual car user – up to 999cc	46.9p per mile	Historic nationally negotiated rate differentiated by engine size.
NJC Green Book casual car user – over 999cc	52.2p per mile	Historic nationally negotiated rate differentiated by engine size.
HMRC motorcycle	24p per mile	National HMRC rate.
HMRC bicycle	20p per mile	National HMRC rate.
HMRC passenger payment	5p per passenger mile	Available within HMRC rules where an employee carries another employee on a business journey.

Assessment

HMRC rates are recommended because they provide a simple, nationally recognised and tax-efficient framework within the approved limits. For 2026/27, the HMRC car rate for the first 10,000 business miles is higher than both historic Green Book casual-user rates. A single approach also avoids different rates based on engine size and is easier for employees, managers and payroll teams to understand and administer.

The financial effect may be an increase or decrease compared with individual predecessor arrangements and will depend on the number and type of journeys claimed. Claims should be limited to authorised business travel, supported by appropriate evidence and managed within service budgets.

Travel and subsistence

The Green Book no longer prescribes national subsistence rates. Officers recommend reimbursement of reasonable and necessary travel and subsistence expenditure under an East Surrey Council policy, normally supported by receipts and subject to prior authorisation and specified limits. Alcohol should not be reimbursed.

The supporting policy should also cover public transport, accommodation, parking, tolls and other unavoidable business-travel costs and should encourage the most efficient and sustainable reasonable travel option.

Other locally determined allowances

Allowances such as standby, call-out, first aid, professional subscriptions, relocation, excess travel, clothing, tools and overnight expenses are not determined by this mileage recommendation. Any future East Surrey arrangements for these matters should be considered separately and documented in the relevant policy or contractual provision.

Recommendation

East Surrey Council should adopt the HMRC Approved Mileage Allowance Payment rates in force at the time of travel for authorised business mileage and reimburse reasonable travel and subsistence expenditure in accordance with council policy. The rates and policy should be reviewed when HMRC changes its approved limits or where operational evidence indicates that amendment is required.

East Surrey Shadow Authority Employment Committee Forward Work Programme
2026/27

Report title	Purpose	Report author	Responsible officer
27 January 2027			
Trade Union Recognition Agreement	Approval for the proposed employee relations framework	Amanda Jeffrey	Shella Smith
Council-wide Pay Policy	To recommenced approval of the pay policy for future East Surrey employees to the Shadow Authority	Emma Lucas	Shella Smith
27/28 pay award	Final decision made on 27/28 pay award	Emma Lucas	Shella Smith

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