

**NOTICE PERIODS POLICY AND PROCEDURE**

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## **1. INTRODUCTION**

The aim of this Policy and Procedure is to detail the arrangements in relation to notice periods, where an employee chooses to end their employment with the Trust or where the Trust terminates an employee's contract.

## **2. PURPOSE**

The purpose of this policy is to provide written guidance on the provision of notice periods and to establish a framework for notice periods. It recognises that particular roles will require a longer period of notice if a replacement is to be sought and the impact of the employee's departure to be minimised.

## **3. SCOPE**

This policy and procedure applies to all employees within the Trust.

## **4. RESPONSIBILITIES, ACCOUNTABILITIES AND DUTIES**

### **4.1 Line Managers/Appointing Officers**

It is the responsibility of the Line Managers/Appointing Officers to;

- ensure that all employees are aware of this Policy and Procedure and how to access it.
- ensure documentation is completed appropriately and forwarded in a timely manner to Pay Services
- agree a shorter notice period where it is in the interests of the service. In these circumstances the Trust will not pay the employee for the portion of the notice period the employee is not working.
- ensure compliance with the procedural section of this policy

### **4.2 Employees**

It is the responsibility of each employee who wishes to resign from their employment with the Trust to;

- resign from the post by giving the required period of notice in writing to the Appointing Officer/Line Manager. The resignation letter should detail the effective date of resignation and the last working day, if this is different.
- ensure that the correct notice is provided when resigning from employment with the Trust.

### **4.3 Human Resources Department**

It is the responsibility of the Human Resources Department to;

- provide information and advice in relation to notice periods.
- support and advise managers in the application of this Policy and Procedure, ensuring consistency is applied.

## **5. PROCEDURE/IMPLEMENTATION**

### **5.1 Statutory Notice Periods**

Under the provision of the Employment Rights Act 1996, there are statutory rights of notice which an employer must provide to an employee dependent upon the length of service.

The minimum statutory provisions are;

- one week's notice if the period of employment is less than two years
- one week's notice for each year of continuous employment if the period of continuous employment is two years or more but less than twelve years
- twelve weeks' notice if the period of continuous employment is twelve years or more.

### **5.2 Trust Notice Periods**

The Trust has contractual minimum period of notice as set out in the schedule below, which is adopted within employee's contracts of employment.

<b>Salary Scale</b>	<b>Notice Required by Either Side</b>
Band 1	Four Weeks
Bands 2 – 5	Four Weeks
Bands 6 & 7	Eight Weeks
Bands 8 & 9	Twelve Weeks
Consultants and Specialty Doctors	Three months
Executive Directors	Three months
CEO	Six months

Employees must provide the Trust with their notice of resignation in writing, the Trust does not normally accept verbal resignations. Upon resigning, the employee is expected to work their full contractual notice period, as defined in the Trust Notice Periods above, unless otherwise explicitly agreed and confirmed in writing by the Appointing Officer/Line Manager.

For employees who are employed on a fixed term contract of employment for further information and guidance refer to the Trusts Termination of a Fixed Term Contract Policy.

### **5.3 Rights and obligations during the notice period**

During the notice period, the contract of employment will continue to remain in force and the employee will receive full pay and benefits.

During the notice period, the employee remains bound by all the obligations and restrictions expressly set out or implied in their contract of employment. The Trust expects that the employee will conduct themselves in an entirely appropriate manner during the full period of notice, and uphold the standards of performance required of all employees. This applies regardless of which party gave notice to terminate the contract of employment and for whatever reason.

If an employee's performance during the notice period falls below the required standards, the Trust may address this as a performance or disciplinary matter and may refer to this in any references provided on the employee's behalf. For further information and guidance refer to the Management of Performance (Capability) Policy and Procedure and the Policy and Procedure for the Management of Disciplinary Matters.

During the notice period, the organisation may restrict an employee's duties, contact with clients/service users, colleagues and suppliers, access to information or resources and impose any other reasonable practices, to better facilitate a handover and/or to protect the organisations interests.

### **5.4 Action by Line Managers/Appointing Officers upon receipt of a Resignation Letter**

The Appointing Officer/Line Manager must acknowledge in writing the receipt of the letter. A template letter is provided at Appendix One. The letter also includes arranging an exit interview with the employee. Please refer to the Trust's Exit Interview and Questionnaire Policy for further information.

The Appointing Officer/Line Manager must complete and submit a Termination Form to the payroll department as soon as the final date of employment is agreed, ensuring that where possible all annual leave entitlement has been taken before the final date of employment. In some circumstances it may be preferable for an employee to be paid for any outstanding leave and this should be clearly stated on the Termination Form.

The Appointing Officer/Line Manager should ensure that on the last working day, the employee returns all Trust equipment/property.

Once an employee has submitted their resignation/notice, which has been acknowledged in writing by the organisation (refer to Appendix One) there is no automatic right for the employee to rescind their notice. If the employee wishes to rescind their notice, it is at the Appointing Officers/Line Managers discretion, in consultation with HR, whether they allow the notice to be rescinded.

## **5.5 Trust Property**

If the employee fails to return any property belonging to the Trust by the required date, the last day of employment, the Trust will withhold the whole or any part of any pay due from the Trust to the employee up to the current market value of the property not returned, i.e. based on the value of the property at the time that it is not returned and not on a replacement cost basis. The Trust may also issue civil proceedings against the employee for breach of contract and/or trespass to goods, to the extent that any outstanding pay withheld does not cover the current market value of the property not returned.

## **5.6 Pay in Lieu of Notice**

The Trust may make a payment in lieu of notice for all or any part of an employee's notice period on termination of their employment (rather than the employee working their notice period). This provision, which is at the Trust's discretion, applies whether notice to terminate the contract is given by the employee or by the Trust.

## **5.7 Annual Leave during notice periods**

During the notice period, the Trust requires employees to take annual leave accrued for that holiday year but not taken by the date of termination, wherever possible.

If, prior to notice of termination being given by either party, the Trust has authorised an employee's annual leave request, and the annual leave is scheduled to take place during the notice period, the Trust will seek to honour this arrangement. However in exceptional circumstances, the Trust may, if necessary for business reasons, require the employee to cancel all or part of their annual leave, on giving the appropriate notice.

If, on termination of an employee's employment, the employee has accrued annual leave that they have not taken, they will be paid in lieu of this as part of their final salary. The employee will only receive annual leave for the full months which they have worked, annual leave entitlement will not be granted for part months service.

If, on termination of an employee's employment, the employee has taken paid holiday leave in excess of the earned entitlement, they will be required to reimburse the Trust (by means of deduction from salary) in respect of such holiday.

## **5.8 Outstanding payments to the organisation**

The organisation may deduct from any final salary all monies owing to the Trust. (In addition please refer to Section 5.5 - Trust Property)

If an employee fails to work their full contractual notice period without prior authorisation from the Appointing Officer/Line Manager, the employee will not be paid for the portion of the notice period that they have not worked. The Trust may also reflect this in any reference given on the employee's behalf.

If the employee's final pay is insufficient to cover the sums owed to the Trust, the employee will enter into a contract with the organisation for the repayment of all

sums owed. If the employee refuses to do this, or defaults on any repayment agreement, the Trust may bring a civil claim against the employee to recover the monies (as a debt) and its costs of doing so.

## **5.9 Outstanding payments to the employee**

An employee who wishes to claim expenses incurred in the course of their duties must do so before the end of their notice period. The employee must follow the procedure set out in the Trusts Approval of use of Private Vehicles for Business Purposes and Claiming of Expenses Policy. If the employee has not followed the procedure set out in the policy, the Trust may not repay the expenses to the employee.

## **5.10 Retirements**

Members of the NHS Pension scheme are reminded that if they wish to claim pension benefits at the point their contract of employment ends, the Pensions Agency usually requires 3 month's advance notice of the date of retirement in order to assure timely commencement of benefits. For further information refer to the Trust's Guidance for Managers and Employees on Retirement from the Trust. The employee must also resign from their employment in the usual way. For further information refer to the Trust's Guidance for Managers and Employees on Retirement from the Trust document.

## **5.11 Termination of Employment by the Trust**

### **5.11.1 Ill Health**

Where an employee is dismissed on the grounds of incapability due to ill health, they are entitled to a period of notice on the termination of their contract. This period will not be less than the statutory minimum period of notice. For further information refer to the Trust's Policy relating to the Management of Sickness Absence.

### **5.11.2 Dismissal/Gross Misconduct/Summary Dismissal**

Where the Trust dismisses an employee, it will give the employee his/her full contractual/statutory notice. However, employees who are summarily dismissed from the Trust will not be entitled to payment in lieu of notice. For further information refer to the Policy and Procedure for the Management of Disciplinary Matters.

In certain circumstances, including dismissals for gross misconduct, the organisation may dismiss the employee without notice. If this is the case, the organisation will explain the reason(s) why.

### **5.11.3 Redundancy**

Where the Trust dismisses an employee by reason of redundancy, the Trust will provide the employee with their full contractual/statutory notice and, unless otherwise agreed, will require the employee to work the full period of notice. For further information refer to the Trust's Change Management Policy.

## 6. TRAINING IMPLICATIONS (Training Needs Analysis)

As a Trust policy, all staff need to be aware of the key points that the policy covers. Staff can be made aware through: written statements of terms and conditions of employment and the Trust website.

Staff groups requiring training	How often should this be undertaken	Length of training	Delivery method	Training delivered by whom	Where are the records of attendance held?
<b>Managers</b>	On revision of the policy or new appointments/promotions	N/A	Team brief	HR Advisors	N/A
<b>Human Resources</b>	On appointment or revision of the policy	N/A	On the Job Training Mentoring	HR Managers / Head of Workforce	N/A
<b>Staff Side</b>	On revision of the policy and at Policy forum	N/A	Awareness/Briefing sessions on policy	HR Managers / Head of Workforce	N/A

## 7. MONITORING ARRANGEMENTS

Area for Monitoring	How	Who by	Reported to	Frequency
Compliance with notice periods	Where a contract is terminated by the Trust the HR Department will oversee the notification/correspondence in relation to disciplinary, sickness and redundancy matters.	HR Advisors	HR Managers/Head of Workforce	Quarterly via an exception report
Compliance with notice periods	Report from the Electronic Staff Record (ESR) detailing the length of notice provided	HR Department	HR & OD Policy and Planning Group	Six-monthly



## 8. EQUALITY IMPACT ASSESMENT SCREENING

The completed Equality Impact Assessment for this Policy has been published on the Equality and Diversity webpage of the RDaSH website [click here](#)

### 8.1 Privacy, Dignity and Respect

<p>The NHS Constitution states that all patients should feel that their privacy and dignity are respected while they are in hospital. High Quality Care for All (2008), Lord Darzi's review of the NHS, identifies the need to organise care around the individual, '<i>not just clinically but in terms of dignity and respect</i>'.</p> <p>As a consequence the Trust is required to articulate its intent to deliver care with privacy and dignity that treats all service users with respect. Therefore, all procedural documents will be considered, if relevant, to reflect the requirement to treat everyone with privacy, dignity and respect, (when appropriate this should also include how same sex accommodation is provided).</p>	
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## 9. LINKS TO OTHER TRUST PROCEDURAL DOCUMENTS

Policy and Procedure for the Management of Disciplinary Matters – Employment Policies

Procedure for the termination of a fixed-term contract –Employment Policies

Exit Interview and Questionnaire Policy, Employment Policies

Management of Performance (Capability) Policy and Procedure – Employment Policies

Policy relating to the Management of Sickness Absence – Employment Policies

Change Management Policy and Procedure – Employment Policies

Guidance for Managers and Employees on Retirement from the Trust – Employment Policies

Approval of use of Private Vehicles for Business Purposes and Claiming of Expenses – Financial Policies

## 10. REFERENCES

Employment Rights Act 1996 (Part IX and Schedule 8)

## 11. APPENDICES

Resignation Acknowledgement Letter

## Resignation Acknowledgement Letter

Managers /Service Address

Telephone

Email

Date

Private and Confidential

Name

Address 1

Address 2

Address 3

Postcode

Dear [name]

I would like to acknowledge receipt of your letter of resignation dated [date] confirming your intention to resign from your post as [job title] giving [number of] weeks notice. As stated in your contract of employment you are required to give (insert notice period) and to work this period, unless otherwise agreed. During your notice period you will continue to be subject to your terms and conditions of employment.

I received your resignation letter on (insert date) and I acknowledge your last working date with the Trust will be (insert date)

I would also like to invite you to attend an Exit Interview as per the Trust's Exit Interview/Questionnaire Policy and have arranged the Interview as follows;

Date:

Time:

Venue:

The Trust is committed to recruiting and retaining high quality staff, and to support this aim, the exit interview process provides us with information and feedback as to why employees are leaving; highlights positive aspects of working with the Trust and what areas the organisation may need to improve upon.

Could I ask that you confirm with me /or my Secretary on [tel. no.] at your earliest convenience whether you are able to attend. If you have any queries in advance of the interview, please do not hesitate to contact me on the above telephone number. If you would prefer an alternative manager to conduct the interview, please contact [name / job title of next level of management] to discuss further.

Please can you ensure that all Rotherham, Doncaster and South Humber NHS Foundation Trust equipment, such as key, uniforms, identity card and equipment etc. are returned no later than your last day of employment.

I would like to take this opportunity to thank you for your service during your time with the Trust and extend my very best wishes for the future.

Yours sincerely

[Manager ]  
[job title]

cc Personal file