



Notice Periods Policy

Policy Statement

The setting acknowledges that the notice period leading up to termination of employment can be a difficult time for the departing employee, management and other staff, particularly if it is the setting that is bringing the employment to an end. In view of this, the accompanying procedure is designed to ensure that so far as possible, the working environment is not disrupted by the impending departure of an employee and that termination of employment takes place in an orderly fashion.

Procedure

Resignation

1. Notice of resignation should be given in writing to the manager, stating the final date of employment with the setting. The manager will check that the appropriate period of contractual notice has been given.
2. Exceptionally, oral notice may be accepted, at the discretion of management.
3. Where an employee gives shorter notice than that required under the contract of employment, the employee will be advised that this action is in breach of contract and be requested to submit proper notice. If the employee refuses, the employee will be deemed to be in breach of contract and will be advised of the consequences.
4. An early leaving date may be mutually agreed with the employee, at the complete discretion of management.
5. A formal acknowledgement of resignation, confirming the employee's final day of employment with the setting and providing administrative details of final payments, etc will be issued by the manager.
6. At the earliest opportunity the employee will be invited to attend an exit interview with senior staff at which the employee will be encouraged to discuss all aspects of his or her job and reasons for leaving. Information gained at such interviews will be used to monitor staff turnover and to identify potential problem areas.
7. In certain circumstances an employee who has resigned will be asked to leave immediately and will receive pay in lieu of notice.
8. Where an employee disappears without giving notice the manager will investigate the situation thoroughly before deciding on appropriate action.

Dismissal

1. Before dismissal for any reason the manager will follow relevant procedures (eg disciplinary, capability, redundancy).
2. When a decision is taken to dismiss, notice will be given in writing to the employee, specifying the effective date of termination. All staff are reminded that notice cannot start to take effect until it is received by the individual concerned and that notice normally runs from the day after it is given.
3. In certain circumstances an employee who has been dismissed will be asked to leave immediately and will receive pay in lieu of notice.
4. An employee who has committed an act of gross misconduct is not entitled to notice or pay in lieu.
5. The setting recognises that, particularly in the case of dismissal for redundancy, employees under notice are likely to feel demotivated and unsettled. Reasonable time off with pay is permitted for redundant employees to seek alternative work or make arrangements for training, in accordance with legal requirements. At the same time, it is expected that the affected employees will work normally until the date of leaving.

General Provisions

1. Employees are expected to work normally in conformity with their contracts of employment, throughout the notice period. Any misconduct during this time will be treated in accordance with the disciplinary procedure.
2. As a general rule, employees are required to carry out their contractual duties while under notice.
3. Where previously agreed annual leave falls within the employee's notice period, the manager will normally honour this arrangement, subject to overriding operational requirements.
4. Otherwise than under the preceding clause, holiday may only be taken in the notice period with the express authority of the employee's manager.
5. Where the contract or prior written agreement allows, deductions will be made from final payments of wages/salary equivalent to any holiday entitlement taken in excess of the amount of holiday accrued during the current holiday year. Payment will be required from the employee in respect of any balance still outstanding.
6. Provided notification rules and procedures have been complied with, an employee who is absent through sickness during the notice period will receive sick pay in accordance with the contract of employment. Current statutory provisions also give entitlement to be paid for sickness absence in the notice period in defined circumstances. Any queries over entitlement should be referred to the manager.
7. Management reserves the right to ask an employee, either on resignation or dismissal, to leave immediately, in which case he or she will receive payment in lieu of notice. This action may be taken, eg where:

1. the employee has access to confidential information and is joining a competitor
 2. in the reasonable view of management, there is a risk of disruption or sabotage if the employee remains at work
 3. the employee is not in good health
 4. there is little or no work to do, for example in a redundancy situation
 5. in the reasonable view of management, the employee's conduct is not conducive to harmonious employee relations. This list is not exhaustive.
8. It is the responsibility of the employee to return all property, including uniforms, security badges and keys, to the manager before he or she leaves.
 9. Outstanding loans and advances of expenses must be repaid to the setting before the employee departs or as soon as practicable in the case of employees not working out their notice. Where the contract or prior written agreement allows, deductions will be made from final payments of wages/salary, in settlement of the loan or expense advance. Payment will be required from the employee in respect of any balance still outstanding. The manager will forward payment in respect of legitimate expense claims up to the date employment ends.
 10. Whenever possible final payments will be made up and a P45 issued for the employee to collect from the office on the date of leaving. Where this is not feasible they will be sent by first class post as soon as they have been prepared. Queries over payments should be addressed to the manager.

Additional Clauses

1. Where the manager deems it necessary, an employee may be requested not to attend at the workplace but to remain on call at home with full pay and benefits for the period of notice. Employees in this situation continue to be employed throughout the notice period and may not take up employment elsewhere during the notice period.
2. An employee who leaves without giving the required notice or who is dismissed for gross misconduct will not be entitled to receive accrued holiday pay for that portion of their leave which is in excess of the 5.6 weeks' statutory minimum entitlement.