



## **Notice Period Policy**

**Revised April 2013**



# Notice Periods

---

## Policy Statement

Wellbeing Residential acknowledges that the notice period leading up to termination of employment can be a difficult time for the departing employee, management and other staff. 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 employee's manager, stating the final date of employment with the organisation. 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. A copy of the resignation letter is to be forwarded to the HR department immediately. In the case of oral notice, managers must inform the HR department as soon as possible.
4. 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 matter will be referred to the HR department.
5. An early leaving date may be mutually agreed with the employee, at the complete discretion of management.
6. A manager who is unsure whether or not an employee has resigned should discuss the matter with the HR department without delay. No action should be taken regarding the employee until this is done.
7. A formal acknowledgement of resignation, confirming the employee's final day of employment with the organisation and providing administrative details of final payments, etc will be issued by the HR department.
8. At the earliest opportunity the employee will be invited to attend an exit interview with a member of the HR department 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.
9. In certain circumstances an employee who has resigned will be asked to leave immediately and will receive pay in lieu of notice.
10. Where an employee disappears without giving notice the HR department will investigate the situation thoroughly before deciding on appropriate action.

## Dismissal

1. Before dismissal for any reason the organisation will conduct a thorough investigation of the circumstances and 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. Managers are reminded that notice cannot start to take effect until it is received by the individual concerned.
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 organisation recognises that, particularly in the case of dismissal for redundancy, employees under notice are likely to feel demotivated and unsettled. Management will make every effort to provide appropriate counselling during this period. In addition, management will permit time off with pay 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. In cases where the contract expressly allows, they may be moved to alternative work without loss of pay or benefits for the notice period where this is deemed necessary by management.
3. Where previously agreed annual leave falls within the employee's notice period, the organisation will normally honor 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. A cheque 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 HR department.
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, e.g. where:
  - a. the employee has access to confidential information and is joining a competitor
  - b. in the reasonable view of management, there is a risk of disruption or sabotage if the employee remains at work

- c. the employee is not in good health
  - d. there is little or no work to do, for example in a redundancy situation
  - e. in the reasonable view of management, the employee's conduct is not conducive to harmonious employee relations. This list is not exhaustive.
8. Amounts paid in lieu of notice will compensate the employee for all pay and benefits that would have accrued during the notice period. The HR department will explain to departing employees how the calculation is made.
  9. At the discretion of management and subject to suitable insurance arrangements, employees paid in lieu of notice may be permitted to keep their company car for the equivalent of the notice period after termination of employment. At the end of this time the car must be returned promptly and in a clean and well maintained condition.
  10. Employees paid in lieu of notice who are instructed to return their company car on leaving will be compensated financially for loss of the car for personal use during the equivalent of the notice period.
  11. It is the responsibility of the employee to return all company property, including uniforms, protective clothing, security badges and keys, to the administration department before he or she leaves.
  12. Outstanding loans and advances of expenses must be repaid to the organisation 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. A cheque will be required from the employee in respect of any balance still outstanding. The organisation will forward a cheque in respect of legitimate expense claims up to the date employment ends.
  13. Whenever possible final payments will be made up and a P45 issued for the employee to collect from the HR department 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 HR department.

## Additional Clauses

1. Where management 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.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Policy review date: \_\_\_\_\_