

**Notice Periods Policy**

Effective: February 2010

Review: January 2013

**1. Introduction**

This policy sets out the notice which both the Trust and its employees are required to give to terminate a Contract of Employment.

**2. Scope**

2.1 These periods of notice apply to all employees of the Trust.

2.2 Existing employees will retain the period of notice stated in their current contract of employment or any subsequent notification of variation. However, should an employee move of their own volition, (e.g. through the recruitment process), to a different post, or their post is rebanded, the relevant notice period for the new or rebanded post shall apply.

2.3 This policy does not apply to:

- a) employees whose contract was terminated due to summary dismissal (without notice or pay in lieu of notice)
- b) independent contractors, agency workers and/or honorary contract holders conducting activities within the Trust.

**3. General Principles**

3.1 The Trust expects staff to work their contractual notice period.

3.2 Termination of employment by an employee will normally result in the Trust having to recruit a replacement. Replacing an employee can be a lengthy process; therefore, employees are required to give a period of notice at least equal to that set out in their contract of employment. It will be at the Manager's discretion whether to allow an employee to work a longer period of notice than is their contractual requirement.

3.3 An employee who continues to work during their period of notice will receive normal pay and benefits, including any 'cost of living' or incremental rises for that period in line with their contract of employment.

3.4 There will be no change in the period of notice where the change in band is as a result of organisational change under the Trust's Redundancy & Organisational Change policy.

3.5 The Trust does permit line managers to waive part or all of an employees notice period but only in cases where both parties mutually agree.

#### 4. Payment in Lieu of Notice Period

- 4.1 Dependent upon the circumstances the Trust may offer to pay an employee in lieu of their notice period.
- 4.2 Pay in lieu of notice comes within the scope of Pay As You Earn (PAYE) and therefore must be subject to deductions of income tax and national insurance contributions. However payment of the first £30,000 is tax free.

#### 5. Failure to give Required Notice

Failure of an employee to serve their full contractual notice period, without agreement from the Trust will result in a breach of contract and could lead the Trust to take legal action against the individual concerned. Such a breach of contract will also be documented in future employment references provided by the Trust.

#### 6. Withdrawing Notice

When an employee has given notice to terminate their employment, he/she cannot rescind it.

#### 7. Table of Periods of Notice Required from Employees

The period of notice required by the Trust from employees who wish to terminate their employment is contained in the following table:

BAND	PERIOD OF NOTICE TRUST REQUIRES FROM EMPLOYEES
1	4 weeks
2	4 weeks
3	4 weeks
4	4 weeks
5	4 weeks
6	8 weeks
7	8 weeks
8	12 weeks
9	12 weeks

STAFF GROUP	PERIOD OF NOTICE TRUST REQUIRES FROM EMPLOYEES
Foundation Programme Year 1	1 month
Foundation Programme Year 2	1 month
Trust Doctor (SHO Level)	1 month
SHO (Dentistry)	1 month
Trust Grade Dental Practitioner	2 months
Trust Doctor (SpR level)	3 months
Staff Grade	3 months
Specialty Doctor	3 months
Locum Specialty Doctor	3 months
Associate Specialist	3 months
Consultant	3 months
Locum Consultant	3 months

## 8. Notice required to be given by the Trust

The required notice period to be given by the Trust is in accordance with the Employment Rights Act 1996 and is dependent upon the employee's length of continuous employment with the Trust

LENGTH OF CONTINUOUS EMPLOYMENT WITH THE TRUST	PERIOD OF NOTICE TO BE GIVEN BY THE TRUST
One month but less than two years	One week
Two years but less than 12 years	One week for each year of continuous service
12 years or more	12 weeks

## 9. Monitoring

- 9.1 Compliance with this policy will be monitored by the Director of Human Resources. The figures will be presented to the Heads of Human Resources meeting on an annual basis who will identify appropriate action plans to address areas of concern and will continue to monitor the plan until its completion.
- 9.2 Monitoring will include reporting of information from audits of personnel files for the purpose of ascertaining:
- The number of breach of contract legal cases instigated by the Trust because employees have failed to give the required period of notice.

## 10. Further Advice and Guidance

Please contact a Human Resources Officer in the Human Resources department.

**THE NEWCASTLE UPON TYNE HOSPITALS NHS FOUNDATION TRUST  
IMPACT ASSESSMENT – SCREENING FORM A**

This form must be completed and attached to any procedural document when submitted to the appropriate committee for consideration and approval.

Policy Title:	NOTICE PERIODS POLICY	Policy Author:	Miss Ceri Liddell – HR Officer (Projects)
		Yes/No?	You must provide evidence to support your response:
1.	Does the policy/guidance affect one group less or more favourably than another on the basis of:	No	Policy applies to all employees of the Trust. It is underpinned by Trust's overriding policy on Equal Opportunities.
	• Race	No	}
	• Ethnic origins (including gypsies and travellers)	No	}
	• Nationality	No	}
	• Gender	No	} As above.
	• Culture	No	}
	• Religion or belief	No	}
	• Sexual orientation including lesbian, gay and bisexual people	No	}
	• Age	No	}
	• Disability – learning difficulties, physical disability, sensory impairment and mental health problems.	No	
2.	Is there any evidence that some groups are affected differently?	No	There was no evidence to support any group was affected differently
3.	If you have identified potential discrimination, are any exceptions valid, legal and/or justifiable?	No	As above
4(a).	Is the impact of the policy/guidance likely to be negative? (If "yes", please answer sections 4(b) to 4(d)).	No	
4(b).	If so can the impact be avoided?	N/A	
4(c).	What alternatives are there to achieving the policy/guidance without the impact?	N/A	
4(d).	Can we reduce the impact by taking different action?	N/A	

<b>Comments:</b>	<b>Action Plan due (or Not Applicable):</b>
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Name and Designation of Person responsible for completion of this form: Mrs Wendy Johnson – HR Manager (Projects) Date: 6 January 2010

Names & Designations of those involved in the impact assessment screening process: The Employment Policies and Procedures Consultative Group..

(If any reader of this procedural document identifies a potential discriminatory impact that has not been identified on this form, please refer to the Policy Author identified above, together with any suggestions for the actions required to avoid/reduce this impact.)

*For advice on answering the above questions please contact Helen Lamont, Director of Nursing, or, Christine Holland, Senior HR Manager. On completion this form must be forwarded electronically to Steven Stoker, Clinical Effectiveness Manager, (Ext. 24963) [steven.stoker@nuth.nhs.uk](mailto:steven.stoker@nuth.nhs.uk) together with the procedural document. If you have identified a potential discriminatory impact of this procedural document, please ensure that you arrange for a full consultation, with relevant stakeholders, to complete a Full Impact Assessment (Form B) and to develop an Action Plan to avoid/reduce this impact; both Form B and the Action Plan should also be sent electronically to Steven Stoker within six weeks of the completion of this form.*