



# Endeavour Multi Academy Trust

## NOTICE PERIODS – SUPPORT STAFF

### Introduction

This policy outlines the provisions relating to the rights of both employer and employee of a minimum period of notice of termination of employment.

### Eligibility

This policy applies to all employees covered by the National Joint Council Terms and Conditions of Employment regardless of length of service, except where

- (i) you are on a fixed term contract. (Details with regards fixed term contract are detailed as a separate Provision within this policy).
- (ii) you are serving a probationary period, during which time the notice period is fixed at one week on either side.

### Provisions

You are required to give the Trust notice of termination of employment. The minimum notice periods are dependent upon your respective level within the organisation and are detailed below:

Salary Point	Period of Notice
Grade 1 to Grade 7 (inclusive)	One calendar month
Grade 8	Two calendar months
Grade 9 to Grade 16	Three calendar months

The Trust is also required to give you notice of termination of employment. The statutory notice periods as stated within the Employment Act 1996 are set out below. The Trust will apply the contractual notice period unless the statutory notice periods are greater and are applicable to your continuous service.

<b>Continuous Service</b>	<b>Notice Period</b>
One month or more but for less than two years	At least one week's notice
Two years, and for each further complete year of continuous employment for a period of less than 12 years	At least two week's notice plus one additional week per year's service, totalling no more that 12 weeks notice
12 years or more	At least 12 weeks notice maximum

Should you leave our employment having taken more holiday than accrued, the resulting excess leave will be deducted from your final salary payment. All holiday entitlement should be taken prior to termination of employment unless there are exceptional circumstances which are agreed with your line manager.

### **Probationary Periods**

All newly employed staff are subject to a satisfactory probationary period before they are confirmed in post as a Trust employee. Employees within their probationary period are entitled to 1 week's notice only, on either side. This applies throughout the length of the probationary period which is normally six months.

### **When notice can be given**

Unless your contract states otherwise, notice can be given on any day. Normally the period of notice will run from the start of the following day so that if, for example, a week's notice is given on a Monday, the period of

notice will begin on the Tuesday and expire at the end of the following Monday.

When you transfer between local authority positions, you must ensure that your notice period ends on the day prior to the new appointment commencing, for example, your current employment ends on a Sunday and your new appointment commences on the following day. This will ensure that you will not be liable to a break in service and so all your continuous service entitlements will remain in place.

### **Termination during a probationary period**

If you are being dismissed during a probationary period, you are still entitled to receive due notice of termination under the Employment Rights Act 1996. Therefore you will be entitled to a 1 week notice period. See Probationary Policy for further details.

### **Termination of employment on redundancy**

If you are being dismissed as redundant, you are still entitled to receive due notice of termination under your contract or the Employment Rights Act 1996, whichever provides the longer period. However, it is important to note that where your employment is terminated because of redundancy, there are, or may be, other requirements you need to take into consideration.

### **Transfer of an undertaking**

If your school to a new owner, you automatically become the employee of the new owner, as if your contract of employment was originally made with them. The new owner will take over the employment liabilities of the Trust, with the exception of criminal liabilities and occupational pension rights.

### **Right to minimum pay during the notice period**

If you continue to work the specified normal working hours throughout the notice period you are entitled to continue to receive normal pay in accordance with the terms of your employment contract.

### **Sick pay and the right to notice**

You are not entitled to be paid twice for the same period. If, therefore, during the period of notice you are sick and you are paid sick pay by the Trust, they may reduce the notice pay by the amount of sick pay which is paid to you provided it is in respect of the same period.

### **Holiday pay and the right to notice**

You are not entitled to be paid twice for the same period. If, therefore, during the period of notice you are on holiday and you are paid holiday pay by the Trust, they may reduce the notice pay by the amount of holiday pay which is paid to you provided it is in respect of the same period.

However, if you have any leave outstanding at the end of your notice period, you will be entitled to receive an additional payment in line with The Working Time Regulations. The number of days will be calculated using the following formula:

- Step One     Calculate your annual leave entitlement under the Working Time Directive
  
- Step Two     Multiply the Working Time Regulations Annual Leave entitlement by the proportion of the leave year which has expired and then subtract the number of days already taken in that leave year.
  
- Step Three    Now work out how much this equates to in monetary terms. Under the Working Time Regulations a week's pay is worked out according to the Employment Rights Act 1996. This legislation provides for a minimum hourly rate of pay which is calculated by dividing a week's pay by the number of normal weekly hours.

### **Fixed Term Contracts**

Generally, no notice of the expiry of a fixed term contract will need to be given, but if the contract is terminable by notice before its expiry the minimum

notice provisions detailed above will apply to such early termination by both you and your manager.

If you were originally engaged on a contract specifying a fixed term of one month or less, but you are continuously employed for three months or more, you are regarded for the purpose of the legislation as being employed for an indefinite period and you are therefore entitled to the notice periods detailed above. This therefore benefits you if you have been employed under a series of short-term contracts.

Whilst on notice, you may be eligible to be included on the Redeployment register.

### **How to Apply**

If you intend to give notice of termination of employment, this must be either by letter, a Trust email account (to verify authenticity), or by standard document but should include the following details:

- Name and address
- Job Title that the notice of termination of employment refers to
- What period of notice of termination of employment you are giving to your manager. This could be in excess of the minimum notice period stated above
- Last date of employment

### **Further Advice and Information**

If you need any further advice about how this policy applies to you please contact your manager or your

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