

Employee Exit Procedure

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1. Who does this guidance apply to?

- a. This guidance applies to all Coventry & Warwickshire Integrated Care Board (ICB) employees and has been drafted in accordance with the NHS Terms and Conditions of Service and legislative guidance.

2. Why is this guidance needed?

- a. Our staff are the most important asset and the ICB is committed to maintaining and enhancing a positive reputation as an employer, from recruitment until the last day of employment and beyond.
- b. An effective exit procedure not only ensures that the practical matters arising from an employee's resignation are dealt with efficiently, but it also gives individuals an opportunity to provide feedback on their perceptions of the ICB as an employer. This is valuable information which may be used to constructively enhance employment practices and attract the best calibre of employees to fulfil our aim of providing high-quality healthcare services.

3. Notice Periods

- a. ICB employees with Agenda for Change contracts will be subject to the following contractual notice periods, when providing notice to the ICB that they wish to leave employment:

Agenda for Change band	Length of notice period
1-5	One month
6	Two months
7-9	Three months
VSM	Six months

- b. Employees are statutorily entitled to at least one weeks' notice for every completed year of employment with the ICB or NHS, up to a maximum of 12 weeks. This is known as statutory notice.
- c. The ICB will provide contractual notice period as a minimum when ending employment, except in the cases of Gross Misconduct when summary dismissal (immediate termination of employment) will apply.
- d. Where contractual notice and statutory notice differ, the greater of the two will apply.

4. Resignation

- a. If you are considering resigning from your post, we would encourage you to have a conversation with your manager, or your manager's manager.

- b. To formally resign you must let your manager, your manager's manager, or HR know in writing (email is advised) and include details of your intended leaving date.
- c. Should you resign from your post, the ICB will seek to understand and discuss with you your reasons for leaving and may wish to explore with you anything we may have done differently which may have encouraged you to stay. We will always encourage you to seek out those you can talk to about the reasons for your decision, so if you feel unable to speak to your manager, you may wish to consider speaking to HR directly; your Trade Union representative, another manager, or a Freedom to Speak Up Champion/Guardian.
- d. Once notice to resign has been given, employees have no legal right to retract notice to end employment with the ICB. However, in exceptional circumstances, retraction of notice may be accepted.

5. Redundancy

- a. The ICB may terminate employment for reasons of redundancy. Please refer to the ICB's Management of Change Policy for more information.

6. Termination of Employment – Conduct or Capability

- a. The ICB may terminate employment for reasons of conduct or capability. Please refer to one of the relevant ICB policies for more information, these include: Absence Management Policy, Managing Work Performance Policy and Disciplinary Policy.

7. Termination of Fixed Term Contract

- a. The ICB may terminate employment when a fixed term contract comes to an end or is not renewed for the reason set out at the time the fixed term contract was offered. Please refer to the ICB's Recruitment and Induction Policy for full guidance related to the termination of fixed term contracts. Further guidance can be provided by HR.

8. Statutory Illegality or Restriction

- a. The ICB may terminate employment for reasons of statutory illegality or restriction. Examples of this include, but are not limited to: not being legally entitled to work in the UK; failing to hold or to continue to hold legally required qualifications, registrations, or licenses. Where a case of this nature is identified, the individual in question will be suspended and the ICB's Disciplinary Policy will apply.

9. Retirement and Retirement Planning

- 10. If you are a member of the NHS Pension Scheme, although your contractual notice will be less, it is strongly advised that you provide a minimum of 16 weeks' notice in writing to your manager to avoid delays in the payment of your pension. This should enable all the necessary documentation to be completed to ensure that you receive the timely payment of your NHS pension.
- 11. The ICB cannot advise on Pensions entitlements, please contact your pension provider for this information. It is the responsibility of employees to seek pensions advice from an appropriately regulated person.

a. **Normal Age Retirement**

- i. Employees wishing to fully retire from work must resign from their employment, giving the appropriate contractual notice. They will be expected to take all accrued annual leave prior to their leaving date.

b. **Early Retirement**

- i. If it is your intention to take payment of your NHS Pension benefits before you have reached Normal Pension Age (NPA), then your benefits will be reduced to take account of your early payment. Before you hand in your resignation, it is essential that NHS Pensions have confirmed to you that the 'Guaranteed Minimum Pension' (GMP) test has been met. This test is an individual, statutory check by HM Revenue and Customs (HMRC) that your pension meets the minimum level as laid down by the relevant legislation. If this is not done, then your NHS Pension will not be paid. You must ensure that once you have received your estimate for initial consideration, that you check the GMP test has been confirmed by HMRC to NHS Pensions before handing in your resignation. The Pensions Administrator will be able to advise you about this.

12. Flexible Retirement

- a. Flexible retirement provides flexibility regarding the age at which an employee retires, the length of time it takes to retire and the nature and intensity of work in the lead up to final retirement. The forms of flexible retirement available to employees are listed below:

b. **Pre-Retirement Wind Down (existing posts)**

- i. An employee approaching their retirement may wish to gradually reduce the number of hours they work leading up to their actual date of retirement. Employees can request this through an Inclusive and Flexible Working Request. If a reduction in hours is agreed, the employee will be paid pro rata to hours worked.

c. **Retire and Return to Work**

- i. Under the provisions of the NHS Pension Scheme, employees have the option to retire from service and take all their pension benefits before returning to NHS employment. The ICB will comply with the NHS Pension Scheme requirements for employee Retire and Return, including a minimum break of 24 hours between employments. Employees who are in receipt of any earnings-related protection will lose that protection on their return to work following the break in service. Once an employee retires and receives their pension benefits in relation to their NHS service, this service will no longer be counted as 'reckonable' for redundancy purposes (paragraph 16.6 of NHS Terms and Conditions). Where an employee takes their pension benefits and returns to work at the ICB, reckonable service will begin from the date of return to employment after the break in service. Employees who retire and take their pension benefits before returning to work are eligible to join the 2015 Pension Scheme on their return to work as long as they are under the age of 75.

d. Draw Down (partial retirement)

- i. From the 1st of October 2023, members of all pensions schemes over the age of 55 can take part, or all, of their pension benefits and continue in NHS employment without taking a break in service. Members may then continue to build up further benefits in the 2015 Scheme. Following partial retirement, the employee's pensionable pay must be reduced by at least 10% for the preceding 12 months. This also applies to members who wish to draw down part of their pension for a second time. Benefits can be drawn down twice before final retirement.

e. Voluntary Early Retirement (VER)

- i. An employee may opt to take VER at any time from the minimum pension age applicable to the scheme they are, or have been, a member of provided they have at least 2 years' membership. Employees considering VER, who have NHS Pension Scheme membership prior to 5th April 1997, must request the GMP check from SBS Payroll. VER cannot go ahead unless the GMP check has been passed. To leave employment due to VER, the employee must resign from their employment, giving the appropriate contractual notice. They will be expected to take all accrued annual leave prior to their leaving date.

f. Late Retirement

- i. Employees who remain in employment beyond the normal retirement age, and remain in the NHS Pension Scheme, may continue to earn benefits to age 75 or until they reach 45 years membership. There are no provisions to increase benefits for members of the 1995 Scheme if they are paid late. Members of the 2008 Scheme will have any pension earned before age 65 increased to take account of the fact that it is being paid later than the normal retirement age.

g. Ill-Health Retirement

- i. When an employee becomes incapable of carrying out their duties on a permanent basis, and no reasonable adjustments can be made or suitable alternative employment secured (see Redeployment policy), the employee may wish to apply to NHS Pensions for retirement on the grounds of ill-health. This option is only available to employees who have two years' continuous pensionable NHS service. If an application for ill-health retirement is made, this constitutes a mutual decision that the employee is unable to fulfil their contractual obligations due to their ill-health condition and therefore a termination date will be agreed between the individual and their line manager.

13. Death in Service

- a. Where the death of a member of staff is reported, HR should be contacted immediately. They can then assist with any NHS Pensions requirements and completion of the HR4 – Notice of Termination form. The death of an employee is a traumatic experience and must be handled with great care. In addition, it is essential for managers to put appropriate plans in place for bereavements as effectively and sensitively as possible. There are many practical issues which, as the manager of the employee who has died, you will need to ensure are

completed. There is a 'Death in Service checklist' available to support you with this.

14. Reference Requests

- a. The ICB will always provide a reference when requested, unless you tell us otherwise. In this situation, we will state that you do not wish us to provide a reference, and therefore we will refer the potential employer back to you.
- b. Under current legislation and case law, the ICB has a duty of care both to the prospective new employer and to the employee, to ensure that any reference provided is not only factually accurate, but also fair and not misleading in the overall impression it gives to the recipient.
- c. All references provided will be limited to factual information relating to an individual's employment with the ICB. Subjective opinions regarding suitability for any future post with another employer will not be given. Factual information may include: the job role you were performing at the time that you left us; your start date; your leave date; we will also provide a continuous service date if requested by another NHS or public sector employer; any sanctions on file, that were live or unspent at the time of leaving; whether any investigations or other formal processes were underway at the time you left; if you have been dismissed and the reasons why.

15. Fit and Proper Person Test

- a. Requests from an NHS organisation for a FPPT reference should be notified to the Director of Corporate Affairs (DOCA). The DOCA will ensure the reference is provided within a 14-day period, which starts from the date that the reference request was received. Further information can be located in the FPPT Leavers Process.

16. Annual Leave

- a. You and your manager must ensure that any annual leave you have accrued up to and including your leaving date must be taken. Should you be unable to take this due to operational requirements, your manager may authorise to pay you any outstanding annual leave in your final salary. If you have taken more annual leave than you have accrued up to and including your intended leave date, this will be deducted from your final salary.

17. Pay in Lieu of Notice

- a. The ICB is unable to pay in lieu of notice in any circumstances (unless approval is provided by NHSE).