PURPOSE

The University strives to provide a fair and equitable work environment throughout the employment life cycle. The purpose of this policy is to establish guidelines for administering separations of employees from the University.

This policy supersedes the following policies:

- Administrative/Professional: Layoff and Rehire, Policy No. B080, dated 05/01/2012
- Administrative/Professional: Termination of Employment, Policy No. B090, dated 02/01/2009
- Clerical/Nursing/Technical/Service: Layoff and Rehire, Policy No. B050, dated 05/01/2012
- Clerical/Nursing/Technical/Service: Terminations, Policy No. B100, dated 02/01/2000
- Research: Terminations, Policy No. B090, dated 02/01/2009

This policy supersedes applicable provisions within the following policies:


POLICY

The separation of an employee may occur for voluntary or involuntary reasons. As such, the University formally recognizes resignation and retirement as voluntary forms of separation, while layoff and dismissal are involuntary forms of separation. It is the policy of the University to conduct layoffs and dismissals in a fair and equitable manner in accordance with the procedures set forth below.

DEFINITIONS

“At-will” is where the term of employment is discretionary with either the employer or employee or indefinite, and either party may end the employment relationship for any reason at any time.
“Dismissal” is the involuntary separation of an employee from University employment due to violations of policy; misconduct; unsatisfactory work performance; and/or risk to safety or operations.

“Employees” shall mean those individuals defined as Regular Part-Time Employees and Regular Full-Time Employees.

“Job abandonment” is when an employee is absent a period of three (3) or more consecutive days and who fails to contact their supervisor advising of the need for an absence from work. The employee is considered to have effectively abandoned their position with the University, unless the employee is unable to contact their supervisor because of a medical situation which prevents the employee from making contact.

“Layoff” is defined as an involuntary separation from employment due to lack of funds, lack of work, redesign or elimination of position(s) due to reorganization, or a redundancy in roles, with no likelihood or expectation that the employee will be recalled because the position itself is eliminated. “Layoff” shall also include the involuntary separation from employment due to the unsuccessful completion of an employee’s probationary period for a position to which the employee was promoted or transferred. “Layoff” shall not include the separation of an employee due to the unsuccessful completion of an employee’s probationary period for a position to which the employee was appointed as a new employee to the University.

“Layoff Period” is a length of time not to exceed 13 months from the date of layoff.

“Pay in Lieu of Notice” is when an employee is provided notice of separation and wages are maintained for a specified period of time to initiate an immediate separation of employment status.

“Regular Part-Time Employees” shall mean those individuals employed by the University for: (1) 50 percent (50%) or more of the University’s defined work week for the position held; and (2) on a continuing basis for nine (9) months or more each calendar year.

“Regular Full-Time Employees” shall mean those individuals employed by the University for: (1) 100 percent (100%) of the University’s defined work week for the position held; and (2) on a continuing basis for nine (9) months or more each calendar year.

“Resignation” is a form of voluntary separation of employment from the University initiated by an employee’s verbal or written announcement, or by an employee’s job abandonment.

“Retirement” is a voluntary separation of employment from the University according to the provisions outlined in the retirement plan elected by the applicable employee.

PROCEDURE

I. VOLUNTARY SEPARATIONS

A. RESIGNATION

Separation of employment from the University may be initiated at any time by an employee by giving notice of resignation, either verbally or in writing. Non-exempt employees resigning from
the University must provide notice of resignation to their supervisor and Human Resources at least two (2) weeks in advance, unless waived by the supervisor. Exempt employees resigning from the University must provide notice of resignation to their supervisor and Human Resources at least 30 days in advance, unless waived by the supervisor. Employees are expected to continue working and performing their duties and responsibilities during the applicable notice period. Once a resignation has been submitted, it is the sole discretion of the University to rescind or alter its terms and conditions.

B. RETIREMENT

An employee’s retirement from the University is considered a voluntary separation from employment as outlined in the retirement plan elected by the applicable employee. Employees must provide the University with 30 calendar days’ written notice of the intent to retire in order to ensure the timely processing of documents and information required for the receipt of retirement benefits, as applicable. Where an employee is unsure as to whether they qualify for retirement, the employee should contact Human Resources’ Office of Benefits Administration at least three (3) months prior to the employee’s retirement to determine their eligibility. For more information, employees should review their retirement plan and consult with Human Resources’ Office of Benefits Administration. All University policies and procedures shall remain enforceable during the above referenced notice period.

II. INVOLUNTARY SEPARATIONS

A. LAYOFF

At times, supervisors may be forced to initiate the layoff of employees due to lack of funds, lack of work, redesign or elimination of position(s) due to reorganization, or a redundancy in roles. In the event of a proposed layoff, supervisors must submit sufficient information to Human Resources regarding the necessity of the layoff. Such information may include a detailed business justification for the layoff, as well as an explanation on how the proposed changes will impact the ability to operate and meet established goals and objectives. Human Resources’ Office of Workplace Equity and Performance is required to review all requests for proposed layoffs.

1. NOTICE OF LAYOFF; PAY IN LIEU OF NOTICE

In the event a proposed layoff is approved, the affected employee(s) will be given notice of the effective layoff date. Said notice shall be based upon the length of continuous service during the employee’s most recent employment tenure with the University, as reflected below, except where the University’s President, or designee announces the existence of financial exigencies that does not allow for the minimum notice period.

<table>
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<th>Years of Service</th>
<th>Minimum Notice Period</th>
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<td>6 months to 5 years of employment</td>
<td>1 month’s (4 weeks) notice.</td>
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<td>6 to 10 years of employment</td>
<td>2 months’ (8 weeks) notice.</td>
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<td>11 to 15 years of employment</td>
<td>3 months’ (12 weeks) notice.</td>
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<tr>
<td>16 of 20 years of employment</td>
<td>4 months’ (16 weeks) notice.</td>
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<tr>
<td>21 to 25 years of employment</td>
<td>5 months’ (20 weeks) notice.</td>
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<tr>
<td>26 years or more of employment</td>
<td>6 months’ (24 weeks) notice.</td>
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</table>
Employees notified of layoff are expected to continue working and performing their duties and responsibilities during the applicable notice period. However, the University reserves the right to compensate the employee by issuing pay in lieu of notice, which shall result in the employee being immediately relieved of their duties and responsibilities. Such pay in lieu of notice may be paid by the University during regular pay cycles throughout the applicable notice period or in a lump sum, as determined by the applicable Vice President, Dean, University Center Directors, or their respective designees, and Human Resources. All employment benefits shall continue to accrue to an employee during the above referenced notice period, except as expressly provided in this policy, other University policy, or where the employee has received pay in lieu of notice.

2. **REEMPLOYMENT OF EMPLOYEES ON LAYOFF**

Employees notified of layoff are encouraged to consult with the appropriate Human Resources or Faculty Affairs Office for information on other possible employment opportunities at the University. It is the responsibility of the affected employee to search for and apply to open positions. As with all hiring decisions, the final decision to employ the affected employee in another position will be based on the qualification of all applicants for the position.

An employee who is rehired within 13 months of the layoff will have insurance benefits reinstated without a waiting period; however, a new insurance application must be completed and forwarded to Human Resources' Office of Benefits Administration within 30 calendar days after returning to work.

B. **TERMINATION**

All employees are at-will, and may be dismissed from their position with the University immediately and without notice for any reason, e.g., violations of University policy or procedure, misconduct, unsatisfactory work performance, risk to safety or operations, or failure/inability to return from a leave of absence, as provided by University policy. The foregoing list of examples is not meant to be exclusive or exhaustive and the University reserves the right to terminate an employee without notice and for any reason, including a reason not set forth in this paragraph. The supervisor must refer all proposed terminations and sufficient justification to the appropriate Human Resources representative for review. Termination for certain conduct may result in the individual being deemed ineligible for future employment with the University. For more information, please consult the University's policy entitled “Eligibility for Rehire.”

III. **OTHER CONSIDERATIONS**

A. **PAYMENT OF VACATION LEAVE BALANCES**

1. **GENERALLY**

Employees who are separated from the University shall receive the value of any accrued but unused vacation leave within 30 calendar days of separation, except where the separation is for misconduct based upon the employee’s theft from the University in any form. In such cases, the accrued but unused vacation balances shall first be offset to pay off the theft and any remaining balance will then be paid out to the employee. Any such payment will be mailed to the employee’s last address on file, and shall reflect all requisite tax deductions.
2. FAILURE TO RETURN UNIVERSITY PROPERTY AND THE COLLECTION OF OUTSTANDING FINES AND FEES

Separating employees are responsible for ensuring the return of any University property issued to a separating employee. Such University property may include, but is not limited to, keys, charge cards, identification badges, uniforms or other equipment, as well as University files and other documents. The value of any unreturned University property, replacement cost of any damaged University property, and outstanding fines and fees incurred by the employee and owed to the University shall be deducted from the employee’s vacation leave payment prior to distribution. The payment will be mailed to the employee’s last address on file, and shall reflect all requisite tax deductions.

B. TUITION REMISSION

1. EMPLOYEES SEPARATED BY LAYOFF

Employees who have been involuntary separated by layoff and are utilizing the University's tuition remission benefit shall have said benefit continued for a period of 13 months, in accordance with the benefit criteria and description determined by Human Resources’ Office of Benefits Administration. Undergraduate tuition remission benefits for dependent children of University employees who have been separated by layoff shall also continue for a period 13 months following the date of the employee’s separation. All tuition remission benefits for spouses/domestic partners, as well as tuition remission benefits for dependent children enrolled in graduate courses shall be permitted to continue through the end of the semester or summer session in progress.

2. EMPLOYEES SEPARATED BY TERMINATION

In cases where an employee has been involuntarily separated through termination, all tuition remission benefits for the employee, their spouse/domestic partner, and their child(ren) shall cease at the end of the semester or summer session in progress.

3. EMPLOYEES SEPARATED BY RETIREMENT

Employees who have retired from the University shall continue to be eligible for the tuition remission benefit in accordance with the criteria established by Human Resources’ Office of Benefits Administration. This benefit shall also be extended to the retired employee’s dependents.

4. EMPLOYEES SEPARATED BY RESIGNATION

In cases where an employee has voluntarily separated resignation, all tuition remission benefits for the employee, their spouse/domestic partner, and their child(ren) shall cease at the conclusion of the employee’s employment term with the University.

C. HEALTH INSURANCE BENEFITS

Where an employee has separated, either voluntarily or involuntarily, said employee’s health insurance benefits shall expire the last day of the month during which the employee worked.
Thereafter, health insurance benefits may be continued pursuant to the Consolidated Omnibus Budget Reconciliation Act (COBRA) through the direct payment of premiums by the separated employee. Further information regarding an employee’s rights to continue insurance coverage is available from Human Resources’ Office of Benefits Administration.

D. ACCESS TO UNIVERSITY EMAIL AND OTHER SYSTEMS

Employees who have been separated from the University shall have their access terminated to University email systems, as well as all other systems, including but not limited to, workstations and server access, data access, network access, remote access, application access, and inclusion on bulk e-mail lists.