



## Policy

Title:	Separation from Employment
Effective Date:	Reviewed December 1, 2019
Approved By:	President's Council
Responsible Party:	Vice-President for Administration
History:	9/8/16
Related Documents: Procurement of Personnel Policy; Eligibility for University Provided Benefits Policy; Board Policy on Retired Employee;	

### I. PURPOSE

To establish a reliable and uniform method of reporting employee separations from the University; to ensure objective and fair treatment of employees leaving the University, while preserving institutional authority and discretion; and to ensure that appropriate clearance actions are completed prior to an employee's departure.

### II. DEFINITIONS

*Involuntary Separation:* Separations of employment initiated by the University.

*Voluntary Separation:* Separations of employment initiated by the employee.

### III. POLICY

Salus University is committed to separation procedures that are fair, consistent, and in compliance with all applicable laws and regulations. Accordingly, all University employees are required to follow this policy regarding the separation process.

### IV. PROCEDURE

#### A. Voluntary Separations

Reasons for voluntary separation from University employment fall into one of the following categories:

- Resignation: voluntary separation
- Retirement: voluntary separation after meeting the University's Retirement Eligibility Rules

## **1. Resignation**

An employee who voluntarily resigns from the University is expected to give the University the required advance notice (see below).

- Faculty, Deans (including Assistant & Associate), Directors and University Officers: four weeks (20 days)
- Professional & Administrative Staff: three weeks (15 days)
- Staff (Local 511, Local 1776): two weeks (10 days)

The resignation period should not include scheduled paid time away from work.

An employee should submit their intention of resignation in writing to his or her supervisor. An employee who is transferring from one position to another within the University is also expected to comply with the advance notice requirements with respect to their current position; unless an alternative arrangement is agreed upon by both current and prospective supervisors.

Absent an approved agreement between the employee and the Human Resources Department, an employee will be considered to have voluntarily resigned from the University as a result of any of the following:

- a) Absence from work for three (3) consecutive working days without notifying his/her immediate supervisor
- b) Failure to return from an approved leave of absence, vacation or suspension without just cause on the date designated.
- c) Failure to return from a layoff after appropriate notice (For bargaining unit employees see current Collective Bargaining Agreements for Local 1776 and Local 511 for details)
- d) Failure to return from a disability for a period of one (1) year or a period exceeding the length of the employee's continuous service, whichever is less.

## **2. Retirement**

In planning for retirement, an employee is expected to provide as much advance notice to his or her supervisor as possible, as it usually takes several months to accommodate and prepare for such a major change.

Per Board Policy, to be eligible for retirement benefits from the University, an employee must have been hired prior to October 28, 2003 and:

- a) Be age 62 or over and have served the University for a period of not less than ten (10) years at the time of retirement and immediately preceding such retirement is a benefit eligible active employee; or
- b) Be at least age 55 and have served the University for a period of not less than twenty (20) years and at the time of retirement and immediately preceding such retirement is a benefit eligible active employee.

A retired employee, as defined above, is eligible to participate in the following benefits:

- a. Health care Coverage
  - i. If under 65 years of age, single coverage for any of the health plans including a prescription drug plan, offered by the University to active employees. The University will contribute a flat dollar amount per month toward the cost of the health plans. Any amount over the University's contribution per month will be the Retiree's responsibility. Annual inflation factor may be added to the University's contribution, if applicable.
  - ii. If over 65 years of age, single coverage for any Medicare gap insurance plans offered by the University, including a prescription drug plan. The University will contribute a flat dollar amount per month toward the cost of the health plans. Any amount over the University's contribution per month will be the Retiree's responsibility. Annual inflation factor may be added to the University's contribution on occasion, if applicable.
- b. Applicable pre-retirement service benefits available at University-run clinics (e.g., eye care, hearing examinations)
- c. Life insurance in the amount of \$2,000.

The University reserves the right to change, modify or discontinue retiree benefits at any time.

## **B. Involuntary Separations**

Reasons for involuntary separation from University employment fall into one of the following categories:

- Termination: separation due to individualized reasons, including release during the probationary period
- Layoff: separation due to the reduction of employee's position in coordination with Human Resources

### **1. Termination**

An employee whose conduct, actions, or performance violates or is in conflict with the University's policies may be subject to progressive discipline and/or immediate termination.

An employee who is terminated for serious misconduct (examples of serious misconduct include, but are not limited to, theft or dishonesty, violence, or refusal to follow a legitimate work directive) will not be eligible for re-employment and may be subject to criminal charges if conduct involves criminal activity.

### **2. Layoff**

The University will provide the following notice period to those non bargaining unit employees affected by a layoff:

<b>Years of Service</b>	<b>Notice of Termination</b>
Less than 1 year	2 weeks
1 year	1 month
2 to 6 years	2 months
6 + years	3 months

- a) The layoff and recall procedure for bargaining unit employees is covered in their respective collective bargaining agreement. (See Seniority provisions in current Collective Bargaining Agreements for Local 1776 & Local 511 for details)
- b) In the event a layoff of faculty and APS staff is necessary, the University will consider work performance, seniority, tenure status, and employee's skill and potential value in making the decision, as appropriate.

Should a retirement-eligible employee experience a lay-off, he/she will still be entitled to Retiree benefits as listed in #2 above.

### **C. Separation Procedures**

Separated employees are to return all University property/equipment (e.g. keys, laptops, cell phones) to their supervisor prior to their last day of work.

Employee separation will result in termination of all Information Technology accounts, including, security codes, card access, e-mail accounts, and University-website access. Emeritus faculty are eligible to retain a Salus University employee e-mail account.

#### **1. Vacation Pay (see Vacation Policy)**

- a) All employees who give advance notice of resignation in accordance with this Policy and who are not terminated for Cause are entitled to any earned unused vacation. Employees who resign during their Introductory Period are not eligible for payment of unused vacation time. All other employees forfeit any unused vacation pay upon separation of employment.

#### **2. Personal Days Pay**

- a) Non bargaining unit employees forfeit unused Personal Days upon separation of employment.
- b) Members of Local 1776 who have applied and are scheduled for retirement may utilize up to six (6) months (working days) accrued personal days just prior to retirement.
- c) Members of Local 511 forfeit unused Personal Days upon separation from employment.

#### **3. Sick Pay**

- a) Non bargaining unit employees forfeit unused Sick Days upon separation from employment.
- b) Members of Local 511 who give proper notice of resignation may request to receive payment for up to ½ of their accrued sick time upon separation from employment.

#### **4. Health Insurance Benefits**

Except as a result of retirement or during a leave of absence, following separation of employment:

- a) Health Insurance including dental and prescription plans will be cancelled as of the last day of the month in which the separation of employment occurred.
- b) Health Insurance may be continued for a period up to either 18 or 36 months if election to continue coverage is made within sixty (60) days of notice. (See University Provided Benefits Policy)

#### **5. Other Group Insurance**

- a) Life, accident and long-term disability insurance is cancelled as of the date of the employee's separation of employment.
- b) If an eligible employee should die within thirty-one (31) days of their date of separation, life insurance death benefits will be payable provided the University is notified.
- c) An individual life insurance policy may be purchased without medical examination from the group carrier provided application is made and the premium paid within thirty-one (31) days of the employee's date of separation.

#### **6. Retirement Plan**

All employees who received University contributions to a retirement account are 100% vested in their account balances. The funds in the account are owned by the employee prior to and following separation from employment.

Employees have several options upon separation from employment, including leaving their accumulated balance in the current account, rolling over the balance into another qualified plan or into an IRA, and making a cash withdrawal. Individuals are encouraged to contact TIAA-CREF directly ([www.tiaa-cref.org](http://www.tiaa-cref.org)) regarding such.