Dartmouth College
Employment Policies and Procedures Manual
Policy last updated: January 28, 2014

# Separation of Employment

## Applies to: All employees

## Policy Statement:

Both full- and part-time regular employees are governed by the separation policies as described below. Employment for temporary employees may be terminated at any time, for any reason, with or without notice.

## Definitions and Regulations:

### Resignation

Resignation is a voluntary, permanent separation initiated by the employee. A regular, hourly employee who resigns with at least two weeks written notice or a salaried employee who resigns with at least one month's notice is eligible for pay for any unused vacation and the earned vacation credit toward the next fiscal year. Employees may not take vacation during the period of notice without his or her supervisor's express approval. In all cases the employee's effective date of termination is the last day he or she works. Managers should request that the resigning employee write a letter of resignation and send the original copy to the Office of Human Resources.

### Absence Without Notification

Employees must notify their supervisors if they are going to be absent for any reason. If an employee is absent without prior supervisor approval, he or she must notify his or her supervisor of the reason for the absence at the earliest possible time. If the employee has not provided such notification before the end of three consecutive working days, the College will consider that the employee has voluntarily quit without notice. Employees may be disciplined, up to and including discharge, for being absent without notice or approval.

### Involuntary Termination

***Involuntary termination*** is a separation initiated by the College for serious misconduct or cause. Managers should contact their human resources consultant or department head *prior* to terminating an employee's employment.

***Serious misconduct*** includes, but is not limited to, theft, insubordination (e.g., refusal without reason to perform a work assignment) falsification of records, or any conduct deemed to be highly disruptive to the normal operation of the College. In such cases, employees terminated for serious misconduct are not eligible to receive any notice or pay for any unused vacation or the earned vacation credit toward the next fiscal year.

***Termination for cause*** may include an employee's inability to perform his or job duties or his or disruptive behavior, poor attendance, misconduct, or violation of College policies. Employees terminated at the initiative of the College for cause will not receive pay for any remaining vacation or accrued vacation toward the following year. For immediate termination, employees may receive two weeks pay in lieu of notice.

If an employee believes that he or she was involuntarily terminated based on discrimination due to his or her race, color, religion, sex, age, sexual orientation, national origin, or disability or status as a disabled or Vietnam-era veteran, he or she may pursue action under the Equal Opportunity Grievance Procedure (see the Equal Opportunity and Affirmative Action section of this manual).

**Layoff**

A layoff is a separation of employment initiated by the College, resulting in the elimination of a position due to a re-organization or position redesign, a budget reduction or lack of funds, or a lack of work.

***Applicability of layoff provisions***

The following layoff provisions apply to employees who are laid off from regular positions. Employees in temporary, grant-funded or collective bargaining unit positions are not eligible for these layoff policy provisions. Employees in term positions do not receive layoff provisions beyond the expected expiration date of the term. When a position is funded by a grant, employment in that position is contingent upon the continued receipt of grant funding and the appropriate allocation of such funds for the position's purpose. A grant-funded position may be terminated upon no less than thirty (30) days' notice if grant funding is not received or is not available for the position for any reason.

***Notice***

The employee will be provided with no less than four (4) weeks' notice of the effective date of the layoff. It is expected that this will be a "working notice" period, meaning the employee will continue to work during that time. The department head and the Office of Human Resources may set a shorter working notice period if it is determined that continuing the employee's services for the full four weeks would be contrary to the College's interest. In such cases, the department head and the Office of Human Resources may approve payment to the employee of an amount not to exceed the compensation the employee would have received if he or she had worked the full four-week working notice period. Payment will be at the employee's base pay. Vacation and personal time may not be used during the working notice period without the express approval of the department head in consultation with the Office of Human Resources, unless such time had been scheduled and approved prior to the date of notice. An employee who on his or her own initiative chooses not to work through the full period of working notice before a layoff will be paid through the last day he or she actually works, plus any earned and unused vacation pay due him or her in accordance with College policy. However, he/she will not be eligible to receive the lump sum payment described below.

***Lump sum payment***

Employees who are laid off under this policy will receive a one-time lump sum payment equal to one (1) week of pay for each full year of continuous service, with a minimum payment of two (2) weeks' pay and a maximum of twenty-six (26) weeks' pay. The payment will be based upon the employee's full time equivalent (FTE) status and base pay at the time of notice, and is subject to all applicable withholdings. This lump sum payment provision applies to employees hired or rehired by the College to work in a regular position on or after July 1, 2011. Employees who began work in a regular position on or before June 30, 2011, and who have been continuously employed in a regular position through the time of layoff notification, are subject to the lump-sum layoff policy provisions in place during the 2010 Strategic Budget Reduction and Investment (SBRI) process, available at http://www.dartmouth.edu/~hrs/news/layoff_provisions_2010.html.

***Reimbursement of lump sum payment in the event of rehire***

A laid-off employee who accepts another regular position within the College prior to his or her last day of employment or notice period will not receive the lump-sum payment described above. An employee who accepts an offer of re-employment with the College after receiving the lump-sum payment and within the period encompassed by the lump sum calculation will be required to reimburse the College for a prorated amount of the lump sum payment equivalent to the remaining weeks of compensation, as a condition of re-employment. For example, if an employee receives a lump sum payment equivalent to ten (10) weeks' pay, and is then re-employed by the College after six (6) weeks have passed since the layoff date, then he or she will be required to reimburse the College for four (4) weeks' worth of the lump sum payment. In all such cases, the calculation of the reimbursement amount will be based upon the length of time the employee has been out of work, the amount of the lump sum payment, the compensation level for the new position, and tax considerations.

***Vacation pay***

Payment for any earned but unused vacation time will be provided to the employee through the regular College payroll cycle following the last day of employment and will be based on the employee's full time equivalent (FTE) status and base pay at the time of notice. Unused personal time will not be paid.

***Health plan and dental plan; flexible spending accounts***

An employee's coverage through his or her College health plan or dental plan will continue through the last day of the month in which his or her employment ends. An employee is also eligible for reimbursement from his or her health care flexible spending account for expenses incurred through the last day of the month in which his or her employment ends. The employee may continue coverage in these College plans through COBRA, in accordance with the provisions of that law.  The employee is responsible for the full cost of the COBRA coverage, which is equivalent to the full premium cost, plus 2% for administration.  All other benefits and privileges of employment will expire in accordance with the normal procedures for separation of employment.

***College loan balances***

Any outstanding College loan balances may be deducted from the employee's final paycheck and, if necessary, from the lump sum payment, in accordance with the loan agreement.