Separation of Employment

Applies to: All non-Faculty employees* not covered by a collective bargaining agreement

*“Faculty” is defined in the Organization of the Faculty of Dartmouth College

Policy Statement:
Full- and part-time regular employees, as defined in the Employment Status policy, are governed by the separation policies described below. Employment for temporary employees may be terminated at any time, for any reason, with or without prior notice.

Definitions and Regulations:

Resignation
Resignation is a voluntary 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 written notice is eligible for pay for any unused vacation and the earned vacation credit toward the next year. Employees may not take vacation during the period of notice without their supervisor’s express approval. In all cases the employee’s effective date of termination is the last day they work. Managers should request that the resigning employee write a letter of resignation and send a 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, they must notify their 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 for cause. Managers should contact their Human Resources Consultant prior to terminating an employee’s employment. See also the Corrective Action policy.

Serious misconduct includes, but is not limited to, theft, insubordination (e.g., refusal without reason to perform a work assignment), sexual misconduct, falsification of records, or any conduct deemed to be highly disruptive to the normal operation of the College. 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 their job duties or their disruptive behavior, poor attendance, misconduct, or violation of College policies. Employees terminated for cause at the initiative of the College will not receive pay for any remaining vacation or earned vacation credit toward the next year. For immediate termination, employees may receive two weeks’ pay in lieu of notice.

If an employee believes that they were involuntarily terminated based on discrimination due to their race, color, religion, sex, age, sexual orientation, gender identify, national origin, disability, status as a disabled or Vietnam-era veteran, or other protected class, they may pursue action under the Equal Opportunity Grievance Procedure.

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 payments 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 the employee 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 their own initiative chooses not to work through the full period of working notice before a layoff will be paid through the last day they actually work, plus any earned and unused vacation pay due to them in accordance with College policy. However, they 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](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 their 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 they 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.