

	<b>POLICY</b>	<b>Motion No.</b>	<b>EXEC 1002-2020</b>
	<b>Termination or Suspension of Employment</b>	<b>Effective Date</b>	<b>01/28/2020</b>
		<b>Responsible Department</b>	<b>Human Resources</b>
		<b>Attorney Review / Date</b>	<b>[Attorney Name] [Date]</b>

**SCOPE**

The purpose of this policy is to provide information and guidance to employees whose employment is terminated or suspended because of cause, resignation, job abandonment, elimination of the position held, or reduction in staff.

This policy does not confer any contractual right, either express or implied, to remain in the College's employ. Nor does it guarantee any fixed terms and conditions of employment. Employment is not for any specific time and may be terminated at will, with or without cause and without prior notice, by the College or you may resign for any reason at any time. No representative of the College (except the President and/or Board of Trustees) has the authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the above.

**POLICY**

**Termination or Suspension**

The College's progressive discipline procedures are designed to provide a structured corrective action process to improve performance and prevent a recurrence of undesirable employee behavior and/or policy violation. The steps available in the College's progressive discipline procedure are, in order of severity: Verbal Warning, Written Warning, Final Warning, Suspension, and Termination. The College reserves the right to combine or skip steps depending on the facts of each situation and the nature of the offense. The level of disciplinary intervention may also vary. Some of the factors that will be considered are whether the offense is repeated despite coaching, counseling, or training, the employee's work record, and the impact the conduct and performance issues have on the organization.

The President or designee shall have the authority to dismiss or to suspend any employee, with or without pay, providing such action does not violate the rights of the protected classes under Title VII, ADEA, ADA, or other applicable laws. Title VII prohibits discrimination on the basis of race, color, religion, national origin, and gender; ADEA prohibits age discrimination; ADA protects against disability discrimination. Such action by the President may be the result of a violation of College policy, regulation or work-related state/federal law, procedure, directive, absenteeism, or other work-related reason. For employees participating in collective bargaining units, the current contract applies.

**Resignation**

Staff may submit a resignation to their immediate supervisor. Resignations should be given two weeks prior to the last expected day of employment.

## **Job Abandonment**

An employee who fails to report for work and fails to notify his/her immediate supervisor or Vice President of the reason for absence from work for three (3) consecutive workdays will be considered to have abandoned his/her job. The employee is deemed to have quit and will be terminated immediately.

An appeal may be made in writing to the immediate supervisor. If the College determines that there were extenuating circumstances for the absence and failure to notify, the employee may be reinstated by decision of the College.

## **Elimination of Position or Reduction in Administrative Staff**

Salary continuance is available to administrative employees whose positions are eliminated or for those whose employment is terminated to meet College staff reduction objectives. The College may modify or terminate the provisions of this policy at any time without prior notice.

An employee is eligible for salary continuance if, at the time the position is eliminated or a staff reduction occurs, the employee:

- holds a regular budgeted non-faculty full-time position, and
- is an active employee.

An employee is not eligible for salary continuance if he/she works less than full-time, has a temporary appointment, or was hired into a position with a defined termination date.

If an employee is otherwise eligible for salary continuance under this policy but elects not to sign and submit a valid separation agreement releasing the College from legal claims arising out of his/her employment, then no salary continuance payment will be made.

If the employee elects to submit such a release, a payment equal to four (4) weeks of salary, calculated at the current base weekly rate, will be paid in accordance with the terms and conditions of the separation agreement. The separation date on record will be the actual last day worked.

### **Severance Benefits for Elimination of Position or Reduction in Administrative Staff:**

**Paid Time Off:** Payment will be made for accrued and unused PTO hours up to the maximum allowed by the governing PTO policy. No retirement contribution will be made on this payment.

**Retirement Plan:** The College will make retirement contributions on the severance payment.

**Medical, Dental and/or Vision Coverage:** Medical, Dental, and Vision coverage will terminate on the last day of work (separation date). Employees and dependents are eligible within the provisions of COBRA to continue coverage if desired. Continuation can be for up to 18 months following separation from the College by electing COBRA coverage at the time of termination. Unless otherwise declared by law, under COBRA the employee pays 102% of the

premium for each type of coverage selected for continuation. Eligibility to continue coverage terminates on the date a former employee becomes covered under another group medical, dental and/or vision plan.

**Life Insurance Plan:** An employee may convert all or part of his/her group life insurance to an individual policy without providing proof of good health. The employee should contact Human Resources for complete details regarding the conversion feature.

**Long-Term and Short-Term Disability Insurance Plans:** Coverage under the College's Long-Term and Short-Term Disability Insurance Plans will end on the actual last day of work.

**Tuition Waiver:** If an employee or his/her eligible dependent(s) is currently attending Pennsylvania Highlands Community College, any existing tuition waiver will be continued for the remainder of the current semester.

**Rehire:** A former employee may apply for any available position for which she/he is qualified based on educational background, skills, and experience. No guarantee of preference or re-hire is made.

Effective Date	Motion Number	Document Author	Description of Change
01/28/2020	EXEC 1002-2020	Human Resources	Separation date; language clean up
6/27/2017	EXEC 1027-2017	Human Resources	Needed Board Approval
5/01/2010	222	Human Resources	Possible Initial Release