

## LINCOLN UNIVERSITY

<b>Policy:</b>	<b>Termination of the Employment Relationship</b>
<b>Policy Number:</b>	<b>HR-117</b>
<b>Effective Date:</b>	<b>July 1, 2009</b>
<b>Revisions:</b>	<b>April 2008, August 2011</b>
<b>Next Review Date:</b>	<b>August 2013</b>
<b>Responsible Officer:</b>	<b>Chief Human Resources Officer</b>
<b>Status:</b>	<b>Approved by President and Active</b>

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### 1. Introduction and Purpose

The rules and procedures for handling employment status changes vary according to the voluntary or involuntary nature of the change, guidelines established by a Collective Bargaining Agreement (CBA), when applicable, and the general circumstances. However, when termination of employment becomes necessary, whether employee or University initiated, procedures set forth in this policy, to the extent consistent with any applicable CBA shall be followed. The purpose of this policy is to establish a guideline for employment termination procedures.

### 2. Policy

The effective date of termination will be on an employee's last working day except when termination occurs while the employee is on leave of absence without pay. If appropriate, unused accrued vacation leave, not to exceed the allowable maximum, will be paid as a lump sum in the employee's last paycheck.

### 3. Employment Termination Categories

#### 3.1. Resignation

3.1.1. The employment relationship is most commonly severed by employee resignation. This is a voluntary action on the part of the employee. The absence of an employee without notification for three days, also known as "Job Abandonment" is also categorized as a resignation. Except to the extent prohibited by law, an "Inability to Work" or failure to return to work, "Fit for Duty," for a period which exceeds the time of all applicable leaves provided by law, the policies of the University, or, when applicable the CBA, will also be treated as a resignation at the expiration of all such leaves.

3.1.2. Employees are expected to notify their immediate supervisor in writing of their intention to resign their employment. An employee who

desires to resign from his/her employment shall provide notice of resignation in writing to the University through their immediate supervisor, at least two weeks prior to the intended date of resignation or as stated in the employment contract or CBA, if applicable.

3.2. Retirement

An employee who is eligible, under applicable retirement plans of the University, to retire from employment with the University shall notify the Office of Human Resources (“HR”) in writing at least three months prior to the intended retirement date in order to properly and timely coordinate any benefits to be received by the employee.

3.3. Death

In the event of the death of an employee, payment of the employee’s outstanding wages shall be made in accordance with law.

3.4. Non-Reappointment

In the case of a faculty member who is not recommended for reappointment to an academic rank, the University shall terminate the employment of said employee due to non-reappointment in accordance with the policy and procedures delineated in the applicable CBA.

3.5. Reductions in Force

In its sole discretion, the University may decide to restructure or reduce its workforce. The University will attempt to provide advance notice of said reduction to the affected employees. Except to the extent provided otherwise by an applicable CBA, factors, which the University may use in selecting employees for layoff and/or changes in work schedule include, but are not limited to, budgetary constraints or lack of funds, reorganization, program modifications, business or operational requirements, end of work assignment, outsourcing of position, or lack of work.

3.6. Dismissal

3.6.1. When the dismissal of an employee is necessary, the University will administer the involuntary termination of employment process in accordance with State and Federal laws and the applicable CBA.

3.6.2. If an employee is involuntarily discharged, said employee is not eligible for rehire by the University. Similarly, faculty members who are

subject to non-reappointment as a result of misconduct shall not be eligible for rehire.

3.6.3. The employee shall be notified during a scheduled meeting, when possible, the effective date of his/her employment termination.

3.6.4. The employee's final paycheck will be provided on the next scheduled payday according to established Payroll Department procedures, unless other provisions have been made.

#### **4. Appeal Process**

An employee not covered by a CBA may appeal the dismissal to the Division Vice President, or the President, if, and only if, the Division Vice President was involved in the original disciplinary process. The appeal process shall be initiated by the employee via a written statement, which shall be sent to the Chief Human Resources Officer within five (5) days of the effective date of termination via U.S. Certified Mail.

#### **5. Exit Interview**

5.1. When possible, an exit interview will be conducted by an HR representative to discuss issues, such as continuation of employee benefits, conversion privileges, and repayment of outstanding debts to the University. At or prior to this interview, the employee is required to return University-owned property and has the option of completing a separation form. The employee's final paycheck will be provided on the next scheduled payday according to established payroll procedures.

5.2. University-owned property shall be returned to the employee's immediate supervisor. Said property may include, but is not limited to, any information technology equipment, e.g. laptop, or software, keys, ID badge, uniforms, tools, parking permits, books, materials, etc.

***Questions regarding this policy may be addressed to:***

***The Office of Human Resources  
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Lincoln Hall – 4<sup>th</sup> Floor  
Lincoln University, PA 19352  
484-365-8059***