



UNIVERSITY POLICY: HR-21.01-12/20

TO: University of West Florida Community

FROM: Dr. Martha D. Saunders, President

SUBJECT: Separations from Employment

Responsible Office/Executive: Executive Vice President and Human Resources

Policy/Purpose:

To specify the methods for implementing separations from employment at the University of West Florida including the return of all University property. The University encourages employees to complete Exit Interviews.

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- (1) Separation from Employment - Non-tenured, non-unit Faculty or University Work Force (*UWF*) appointments shall not create any rights, interest, or expectancy of employment beyond the terms provided in this policy. Separations from employment shall be administered consistent with the following provisions:
 - (a) Resignation - Whenever possible, employees will provide at least one month advance notice of resignation to the University. Once tendered, a resignation, whether communicated verbally or in writing, is deemed accepted, and may not be rescinded by the employee without concurrence of the University. An

- employee who resigns from employment shall not have any rights of appeal.
- (b) Job Abandonment - An employee who is absent without approved leave for three or more consecutive workdays shall be considered to have abandoned the position and has therefore resigned from the University.
 - (c) Separation During Orientation Year - Other Personal Services (OPS) and University Work Force (*UWF*) employees serving a position orientation year in any position class may be separated from employment at any time, for any reason. Separations during the orientation year do not require notice and may not be appealed.
 - (d) Furlough- shall be administered consistent with the following provisions:
 - 1. A furlough is the placement of an employee in a temporary, unpaid leave from work status for a specified number of hours, days, weeks, or months within a stated time frame, which may be extended based on the business needs of the University. A furlough is not a layoff or a reduction in workforce and may be used to avoid or delay such action. In the event of a furlough, no layoff rights will apply. A mandatory furlough program may be instituted at any time in order to preserve the financial well-being of the University. A furlough can be instituted if the University experiences a significant budget reduction due to a catastrophic event, reduction in state funding, or other loss of revenue that causes a significant operating budget deficit, or in the event that work for an employee is temporarily unavailable.
 - 2. Any employee may be subject to a furlough, except employees on certain temporary non-immigrant Visas.
 - 3. In the event that the President determines it is necessary for the financial health and stability of the University, or a specific unit of the University, the President may permit a University unit to implement furloughs. The President will direct the Division Head to create a plan and consult with and obtain approval from the Associate Vice President of Human Resources prior to implementing, modifying, or terminating a furlough.
 - 4. Benefit Status While on Furlough
 - a. Employees may not use accrued leave (annual, sick, or compensatory leave) during a furlough.
 - b. The University will pay the employer portion of the State of Florida healthcare and basic life insurance premiums.
 - c. Employees are responsible for paying and arranging payment for the employee portion of the State of Florida healthcare and basic life insurance premiums.
 - d. Because retirement contributions are based on actual earnings, contributions by both the University and the employee will be decreased during a furlough.
 - e. An employee's continuous service, length of service, or anniversary hire date will not be affected by any period of furlough.
 - f. Employees who remain in partial pay status during a furlough shall accrue

leave on a pro rata basis in accordance with University policy.

- g. The use of leave (annual, sick, or compensatory leave) is not available for use during a furlough.

5. Notice

- a. Where practicable, employees shall receive written notice no less than seven calendar days before being placed on furlough. The notice will include the approximate duration of the furlough and a description of the hours, days, weeks, or months that are the subject of the furlough.
- b. The conditions of the furlough, including termination, are subject to modification upon written notice to the impacted employee. Where practicable employees shall receive written notice no less than seven calendar days before modifications to the furlough conditions.

6. Work

- a. Employees will not perform any work during the furlough period.
- b. To ensure compliance with the Fair Labor Standards Act (FLSA), exempt employees' furloughs must be in seven day increments aligned with the University's workweek.
- c. Supervisors cannot authorize overtime in a separate non-furlough workweek to permit non-exempt employees to recoup wages lost by a furlough day.
- d. Employees funded by contracts and grants, who have work that can be performed that benefits the award, and is allowable per the sponsor/award, can be paid on a sponsored project. In this case, the employee is not considered furloughed or only partially furloughed. Employees cannot be paid on a sponsored project if there is not work to be performed during the furlough period.

(e) Layoff - shall be administered consistent with the following provisions:

- 1. Employees may be laid off at any time as a result of adverse financial circumstances; reallocation of resources; reorganization of degree or curriculum offerings or requirements; reorganization of academic or administrative structures, programs, or functions; curtailment or abolishment of one or more programs or functions; shortage of work; or a material change of duties. The President/designee shall notify in writing any appropriate employee organizations when layoffs are to take place.
- 2. The layoff unit may be at an organizational level such as a campus, division, college, department, area, program, unit or other level of organization as the President/designee deems appropriate.
- 3. In designating the makeup of the layoff unit, the President/designee shall consider the special qualifications and relevant experience required for specific positions and exclude such positions from layoff.
- 4. The President/designee may make reasonable efforts to locate appropriate alternative/equivalent employment for laid-off employees, where possible.

- (f) Separation With Advance Notice (SWAN)- Employees, except those noted in section (g) below, may be separated from the University without cause, as long as the employee is provided with appropriate advance notice.
 - 1. Decisions for non-reappointment shall not be based on constitutionally impermissible grounds.
 - 2. Advance Notice of Separation shall be given in writing as follows:
 - a. Non-tenured, non-unit Faculty or University Work Force (*UWF*) employees not in their position orientation year with the University shall be given ninety days advance notice of separation.
 - b. The Advance Notice of Separation shall include the last date of employment with the University.
 - 3. In the event of a break in service for more than one semester in one full year or more than two semesters in two full years, only service following such break shall be counted for purposes of determining length of service. Approved paid or unpaid leaves shall not be considered a break in service.
 - 4. An employee who has received an advance notice of separation may be reassigned to other duties, responsibilities and locations for the duration of the notice period.
 - 5. An employee who has received an advance notice of separation shall not receive any pay increases during the advance notice period.
- (g) Separation Without Notice - The following employees are not entitled to advance notice of separation:
 - 1. Employees holding visiting, acting or temporary appointments;
 - 2. Employees who are appointed for less than one academic year
 - 3. Employees whose salary is funded through “soft” money, e.g., contracts, grants, auxiliary or local funds.
 - 4. Employees on time limited appointments
 - 5. OPS employees
 - 6. Employees serving a position orientation year.
- (h) Removal of Administrative Appointment for Non-Unit Faculty - Faculty administrative appointments are “at will” appointments. Non-unit Faculty members in administrative appointments serve at the pleasure of the appointing University administrator. Employees are not entitled to advance notice of removal from the administrative appointment and have no right to appeal or grieve the removal. This policy affects administrative appointments only.
- (i) Termination for Cause - Employees terminated for cause are not entitled to advance notice of separation and may be terminated at any time during an appointment in accordance with this policy.
 - 1. Just cause includes, but is not limited to, misconduct in office, conduct unbecoming of a University employee, insubordination, willful neglect of duty, incompetence or conviction of a crime, including violation of any Federal or State law.
 - 2. Notice of Intent to Terminate
 - a. An employee shall be given written notice that the University intends to terminate him or her which contains the reasons therefor. The notice will

advise the employee of his or her right to request a pre-determination hearing.

- b. If an employee does not request a pre-determination hearing, the notice of Intent to Terminate shall serve as the Notice of Termination.
- c. If an employee requests a pre-determination hearing, it shall be conducted in accordance with subparagraph (4)(c)4 of the Standards of Conduct Policy.
- d. After the pre-determination hearing, the University shall provide the employee with a Notice of Determination which shall advise the employee of the date of termination, where that is the action taken.

(2) Exit Interview - Each employee who separates from employment is encouraged to complete an Exit Interview Questionnaire and/or request a personal Exit Interview through Human Resources.

(3) Separation Clearance

- (a) All persons separating from employment with the University are required to return to the University all State of Florida and University property in their possession and settle their accounts with UWF prior to receipt of any final payments due them.
 - 1. The University reserves the right to subtract any amounts owed to the University or to subtract an amount to compensate for unreturned property from any funds which are due the employee, (i.e., final pay, leave payoff) and may delay or withhold the issuance of transcripts where applicable.
 - 2. The employee’s immediate supervisor is responsible for ensuring proper separation procedures are followed and for notifying the Department Head if property or keys are not returned or accounts are not settled.
 - 3. The Controller’s Office shall not process final payments to terminating employees without verification that all outstanding accounts are settled.

DocuSigned by:

Martha Saunders

Approved By: _____
Dr. Martha D. Saunders, President

Date: 12/08/2020

Authority: Article IX of the Florida Constitution, Florida Board of Governors’ Regulation 1.001. History – New HR-21.00-2004/07; Amended October 2020; Technical Changes December 2020.