

TERMINATION OF EMPLOYMENT IN GOOD STANDING

Good Standing

Employees that do not terminate their employment in good standing shall not be eligible for rehire, and shall not be paid for leave accrued in accordance with the DEC (LOCAL) Compensation and Benefits.

Failure to Return College Property

Employees that fail to return College property shall not be considered to have terminated their employment in good standing.

Termination of Employment by the College: For Cause

At-will or contracted employees that are terminated for cause, in accordance with DM (Local) Termination of Employment or DMAA (LOCAL) Term Contracts – Termination Mid-Contract, and administrative regulation, “Discipline, Suspension, and Discharge” shall not be considered to have terminated their employment in good standing.

Termination of Employment by the College: Not for Cause

Unless an employee fails to return College property, as discussed above, at-will or contracted employees that are terminated as a result of a reduction in force in accordance with DMC (LOCAL) Termination of Employment – Reduction in Force or do not receive an offer of contract renewal in accordance with DMAB (LOCAL) Term Contracts - Nonrenewal shall be considered to have terminated their employment in good standing.

Voluntary Termination of Employment (Retirement or Resignation)

Employees that voluntarily terminate their employment shall be considered to have terminated their employment in good standing, provided they follow the procedures set forth below. Failure to comply with these procedures shall result in the employee to be considered as not having terminated their employment in good standing.

Form of Resignation

Employees shall provide written notice of voluntary termination to their immediate supervisor. If their immediate supervisor is unavailable, notice may be provided to supervisor’s supervisor or may be provided to the Executive Director, Human Resources. Employees that first provide a verbal notice of voluntary termination shall subsequently provide written notice by the conclusion of the following business day.

If an employee fails to provide a written notice of voluntary termination by the conclusion of the following business day, the supervisor who received the verbal notice shall document the date the notice was received and the employee's final date of employment. Such documentation will serve as the official notice of the employee's voluntary termination of employment.

Notice Period – At Will

The notice period shall begin upon an employee's delivery of written notice of voluntary termination. The notice period shall be equivalent to at least 80 hours worked following employee's delivery of written notice of voluntary termination. Annual, personal or holiday leave time shall not count as hours worked.

Notice Period – Contract Employees

Prior to the end of a contract term, Contract employees may voluntarily terminate their employment at a date that is mutually agreeable to the employee and the College. The customary notice period, equivalent to at least 80 hours worked following employee's delivery of written notice, shall be considered, but the College retains the right to require a longer notice period in order to ensure the continuity of instruction, student services, and College operations.

Notice Period – Unanticipated Sick Leave

The College recognizes that unanticipated circumstances may require employees to take sick leave during the final 80 hours of their notice period. In such instances, sick leave hours utilized will count as hours worked for the purposes of the notice period, but shall reduce the maximum accrued leave payout to which the employee is entitled.

Waiver of Requirements

Upon the recommendation of the Executive Director, Human Resources, and approval of the President, any requirement of this policy may be modified. Prior to making such a recommendation, the Executive Director, Human Resources shall consider the unique circumstances surrounding an employee's voluntarily termination of employment.