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|  | UNIFIED FIRE AUTHORITY ORGANIZATIONAL MANUAL | |
| | Affiliation: Human Resources Policies | |
| | Title: Separation of Employment – Procedures and Benefits Number: 900 – 200 | |
| | Approved: 11/06/2023 | By: Fire Chief Dominic Burchett |
| | Last Reviewed: 11/06/2023 | By: HR Director Kiley Day |

REFERENCES:

[UFA Policy and Procedure – Vacation](#)

[UFA Policy and Procedure – Sick Leave](#)

[UFA Policy and Procedure – Holidays](#)

[UFA Policy and Procedure – Insurance Eligibility](#)

[UFA Policy and Procedure – Overtime and Compensatory Time](#)

[UFA Policy and Procedure – Fitness for Duty Evaluations and Return to Work after Illness or Injury](#)

[UFA Policy and Procedure – Discipline](#)

[Utah Code Title 49](#)

[Utah Code Title 53 Chapter 17 Part 2](#)

[Utah Code Title 75 Chapter 3 Part 12](#)

PURPOSE:

To detail the procedure(s) by which employees separate employment from Unified Fire Authority (UFA) and to provide information regarding the defined benefits of the former employee.

LEADERS INTENT:

It is beneficial for all parties that the separation process is as clear as possible. UFA recognizes that all situations for employees separating employment are not the same and that there is a commitment both to the employee and to the organization that the process be as free of complication as possible.

UFA encourages its employees to announce their intent to separate employment well in advance for operational efficiency and to facilitate support for the employee in the transition.

POLICY:

It is the policy of UFA to ensure that employee separations are handled professionally and with minimal disruption to the workplace.

1.0 Voluntary Separations

- 1.1 Voluntary separations may include resignation and retirement. Employees are encouraged to notify the Fire Chief or the Human Resource Division at least thirty (30) days in advance of the expected separation date.

- 1.1.1 Merit employees who give a thirty-day written notice will receive eight (8) hours of pay (eight hours multiplied by the employee's hourly rate of pay on the day of separation) in addition to their regular salary, vacation pay, etc., paid at the end of their employment.
- 1.2 Employees are asked to provide a written, signed notice of their intent to separate employment with the effective date of separation; however, a verbal notification will also be accepted. All separations, both verbal and written, will be deemed accepted when received by the Fire Chief or designee.
 - 1.2.1 If an employee decides to separate employment, they should be certain of their decision before doing so. After a verbal or written notification of intent to separate employment is received by the Fire Chief or designee, all employment rights to that position become void. If the individual requests to withdraw or alter the separation notice, it will be subject to the Fire Chief's discretion.
- 1.3 A verbal or written separation notification and its acceptance will be acknowledged in writing by the Human Resources Division as soon as practical to confirm the effective date of separation. However, the absence of this acknowledgment letter will in no way obligate the Fire Chief or designee to reinstate a person who has previously requested to separate employment.
- 1.4 Retirement
 - 1.4.1 Separating employees may choose to retire at any time after they are eligible, under the provisions of the applicable Utah State Retirement Systems("URS").
 - 1.4.1.1 Employees are eligible to retire under URS rules, even if they choose not to do so when leaving UFA employment (i.e., accepting employment with another URS-covered employer), may be recognized for ceremonial purposes (e.g., a party, a retirement badge, invitation to the annual banquet, etc.).

2.0 Death

- 2.1 Merit and probationary employees who die will be paid for all accumulated earned vacation or compensatory time by the UFA. Payment for accumulated earned vacation and compensatory time will be calculated by multiplying the hours accrued, through the day of death, by the hourly rate in effect on the day of death.
- 2.2 Merit and probationary employees who die will receive twenty-five (25) percent of the total number of sick leave hours accrued, through the day of death, multiplied by their hourly rate of pay in effect on the day of death.

- 2.3 Continuing insurance coverage for surviving spouses and children will be administered in accordance with Utah State Law and [UFA Policy and Procedure – Insurance Eligibility](#).
- 2.4 Any applicable retirement death benefits will be administered by URS.
- 2.5 In accordance with Utah State Law, the employee's last paycheck (including the cash-out amounts for any leave) will not be issued until the Finance Division is provided with an affidavit executed in accordance with [UCA 75-3-1201](#) et seq, or other legal documentation, identifying the individual who is designated to receive the proceeds of the employee's estate.

3.0 Involuntary Separations

- 3.1 Involuntary separations include reduction in force, job abandonment, failure to maintain an essential job qualification, and separation during the merit/extended merit probation period.
- 3.2 The Fire Chief may consider an employee who is absent from work for three consecutive working days without approval to have abandoned the employee's position and resigned from the UFA.
 - 3.2.1 The Fire Chief or designee at the discretion of the Fire Chief may process appropriate actions to formally separate an employee who has abandoned their position from UFA employment. The Fire Chief or designee at the discretion of the Fire Chief will send the employee notice that the employee's resignation has been accepted to the employee's last known address. The notice will grant the employee five working days from receipt, delivery, or attempted delivery of the notice to request that the UFA Fire Chief reconsider accepting the resignation.
- 3.3 The Fire Chief or the Human Resource Director, at the discretion of the Fire Chief, will notify the employee in writing of the separation and its effective date.
- 3.4 Part-time and probationary employees are "at-will" employees who may be separated for any reason (or no reason), without cause, without notice, and without a hearing or additional process.

4.0 Termination

- 4.1 Termination of merit employees will be governed by the process outlined in UFA Policy and Procedure – Discipline.

5.0 Additional Separation Procedures.

- 5.1 Whenever an employee separates employment for any reason, including termination, they will be paid for all accumulated earned vacation or compensatory time by UFA. Payment for accumulated earned vacation and

compensatory time will be in accordance with [UFA Policy and Procedure – Vacation](#) and [UFA Policy and Procedure Overtime and Compensatory Time](#).

- 5.1.1 If the employee has used more holiday leave than they have accrued, vacation leave hours may be adjusted consistent with UFA Policy and Procedure – Holidays.
- 5.2 Employees who separate employment for any reason, including termination, may be eligible to continue health and dental insurance programs in accordance with provisions of [UFA Policy and Procedure - Insurance Eligibility](#).
- 5.3 Whenever an employee separates employment, the Fire Chief or Human Resources Division will conduct an exit interview relating to insurance and other benefits. Generally, the interview will cover the following, if applicable:
 - 5.3.1 retirement procedures;
 - 5.3.2 insurance coverage, conversions and extensions;
 - 5.3.3 retirement savings accounts (401k, 457);
 - 5.3.4 the cafeteria 125 (flexible spending) plan;
 - 5.3.5 vacation and sick leave pay-out;
 - 5.3.6 tuition assistance repayment; and
 - 5.3.7 service awards.
 - 5.3.8 VEBA (Voluntary Employee Benefits Account
 - 5.3.9 other benefits
- 5.4 Whenever an employee separates employment, the Human Resources Division will initiate the process to collect all UFA property (including but not limited to, keys, identification cards, cellular phones, computers, PPE or other equipment or property). The Human Resources Division will provide information for the employee or the employee's representative to complete the process of separation.
- 5.5 The UFA, in accordance with State and Federal statute, may withhold payment of any monies due to the employee at the time of separation until any UFA assigned property has been returned or any money owed has been reimbursed. The UFA reserves the right to withhold an amount equivalent to that which is owed from any final payment due to the employee.

Replaces former policy Termination of Employment – Procedures and Benefits
dated: December 17, 2019

