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Title of Document Separation from Employment

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Applicability: All DDSN State Employees

**THE LANGUAGE USED IN THIS DOCUMENT DOES NOT CREATE AN EMPLOYMENT CONTRACT BETWEEN THE EMPLOYEE AND THE SOUTH CAROLINA DEPARTMENT OF DISABILITIES AND SPECIAL NEEDS (DDSN). THIS DOCUMENT DOES NOT CREATE ANY CONTRACTUAL RIGHTS OR ENTITLEMENTS. DDSN RESERVES THE RIGHT TO REVISE THE CONTENT OF THIS DOCUMENT, IN WHOLE OR IN PART. NO PROMISES OR ASSURANCES, WHETHER WRITTEN OR ORAL, WHICH ARE CONTRARY TO OR INCONSISTENT WITH THE TERMS OF THIS PARAGRAPH CREATE ANY CONTRACT OF EMPLOYMENT.**

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## **PURPOSE**

This policy outlines the responsibilities for ending work arrangements between the South Carolina Department of Disabilities and Special Needs (DDSN) and the workforce members. The separation procedures in this policy will be utilized to ensure recovery of all DDSN property and assigned identification(s). Workforce members include, but are not limited to, full time equivalent (FTE) employees, temporary grant employees, and/or state temporary employees.

## **POLICY**

It is the intent of DDSN that a workforce member terminating employment status, either voluntarily or involuntarily, be informed of any pertinent information and/or benefits that he or she may be entitled to receive or continue after employment. This policy provides guidelines for supervisors to follow when a workforce member submits a voluntary resignation of employment with DDSN. Based on location, a supervisor is responsible for ensuring either a DDSN Regional Center Human Resource Office or the Central Office of Human Resources (Human Resources) is notified of a voluntary resignation of a workforce member. Human Resources is responsible for collecting all DDSN property, ensuring all forms related to a separation are complete, and notifying all appropriate DDSN officials in a timely manner.

## **VOLUNTARY RESIGNATIONS**

Upon resignation, an employee should give a minimum of two (2) weeks' notice. Employee voluntary resignations should be submitted in writing. A notice of resignation is not complete until accepted by Human Resources. Once an employee's written resignation is accepted, it may not be withdrawn, canceled or amended without the consent of the DDSN State Director or designee. Specific information should be included in an employee's written resignation: the reason for separation, separation date or last date of work (to include dates of leave that will be taken leading up to separation), and if the employee is transferring to another agency.

If an employee intends to transfer to another state agency, it is the responsibility of the transferring employee to notify Human Resources. Voluntary resignation is not a grievable or appealable action under the State Employee Grievance Procedure Act or DDSN's Employee Grievance.

## **TERMINATIONS**

Termination is the action taken by DDSN against an employee to involuntarily separate them from employment. All terminations of full-time equivalent or state temporary must be coordinated and pre-approved by Human Resources and the DDSN State Director or designee.

## **EMPLOYEE DEPARTURE REQUIREMENTS**

Human Resources will coordinate the employee's departure from DDSN. This process will include collecting all DDSN property to include, but not limited to: cellphones, keys, key-fobs, computer tokens, laptops, and identification cards. In addition, the employee will complete the separation checklist, and will review insurance benefits. The employee will be given the opportunity to complete an exit interview. Human Resources will notify the DDSN Department of Information Technology of the date and time the employee's account will be disabled based on the resignation information provided by the employee. Upon the date of separation, the employee's user account will be permanently disabled.

## DEATH OF AN EMPLOYEE

A termination due to the death of an employee will be made effective as of the date of death. Upon receiving notification of the death of an employee, the employee's supervisor should immediately notify Human Resources. The Benefits Administrator will process all appropriate beneficiary payments from the various benefits plans. The employee's supervisor should coordinate with Human Resources regarding all working time and leave approvals.

## PAYMENT OF SALARY

DDSN is required by S.C. Code Ann. § 41-10-50 to pay all wages, including compensatory time, and overtime for non-exempt employees. Wages are due to the employee within 48 hours of separation or on the next regular pay day which may not exceed 30 days. In addition to payment of all wages, the employee will be paid for unused annual leave not to exceed 45 days.

## ELIGIBILITY FOR REHIRE

Employees who leave DDSN in good standing with proper notice may be considered for rehire. Former employees must follow the normal application and hiring process and must meet all minimum qualifications and requirements of the position.

Employees who are involuntary terminated by DDSN for cause or who resign in lieu of termination are ineligible for rehire. In addition, employees who resign without providing adequate notice or who abandon their job will not be considered for rehire.



Patrick J. Maley  
Deputy Director



Mary Poole  
State Director

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