



## SEVERANCE PAY

### I. PURPOSE:

The purpose of this policy is to establish a clear and uniform policy regarding the terms and conditions of the receipt of severance pay pursuant to W. Va. Code § 29-6-10 (12), and the Division of Personnel (DOP) *Administrative Rule*, W. Va. Code R. § 143-1-1 *et seq.*

### II. DEFINITIONS:

- A. Appointing Authority - The executive or head of a department or agency who is authorized by statute to appoint employees in the classified or classified-exempt service.
- B. Day - An interval of 24 hours as represented by a calendar day.
- C. Dismissal - Involuntary separation of employment of a classified employee initiated by an appointing authority for any reason specified in the DOP *Administrative Rule*, W. Va. Code R. § 143-1-1 *et seq.*, or for good cause.
- D. Effective Date - The established date on which an action takes place.
- E. Employee - Any person who lawfully occupies a position in an agency and who is paid a wage or salary and who has not severed the employee-employer relationship.
- F. Job Abandonment - The absence from work under such conditions as to be synonymous with resignation.
- G. Last Day of Work - The last calendar date and hour an employee is physically on the job.
- H. Resignation - Voluntary separation from employment, including job abandonment, by an employee.
- I. Severance Pay - Pay attributable to the time an employee involuntarily separated would have worked up to a maximum of fifteen (15) calendar days following separation.
- J. Terminal Annual Leave - The balance of an employee's accrued and unused annual leave as of that employee's last day of work.

### III. POLICY:

In accordance with the *Administrative Rule* of the DOP, an appointing authority may require a classified employee dismissed for cause to immediately vacate the workplace, or a classified employee dismissed for cause may elect to do so. If the appointing authority requires a dismissed classified employee to immediately vacate the workplace in lieu of working during the notice period, or if an employee who receives notice of dismissal elects to vacate the workplace immediately, the employee is entitled to receive severance pay attributable to the time he or she otherwise would have worked, up to a maximum of fifteen (15) days after vacating the workplace. An appointing authority shall not provide severance pay when notice is withheld, when the public interests are best served by withholding the notice, or when the cause of dismissal is gross misconduct, job abandonment, or



the failure to return from a leave of absence without pay. Receipt of severance pay does not affect any other right to which the employee is entitled with respect to the dismissal.

#### **A. Dismissal In General**

1. An appointing authority may dismiss a classified employee, for cause, after providing the employee with a fifteen (15) calendar-day advance written notice of the dismissal for cause which:
  - a. states the specific reason(s) for the dismissal;
  - b. provides the employee notice of the option of working out the notice period or receiving severance pay in lieu thereof (except in the case of dismissal for job abandonment or failure to return from a leave of absence without pay), or the appointing authority's decision to provide severance pay and require the employee to vacate the workplace immediately.
  - c. provides a fifteen (15) calendar-day period for the employee to respond, either in person or in writing, and
  - d. advises the employee of applicable appeal rights.
2. If immediate separation from the workplace is not required by the appointing authority or elected by the employee, an employee may work out the notice period in lieu of receiving severance pay; however, an employee cannot be required to work out the notice period.
3. In all cases of dismissal, with or without advance written notice, and/or with or without the opportunity to work out the notice period, the appointing authority shall provide the Director of Personnel with a copy of the dismissal letter and any written reply, thereto, from the employee.

#### **B. Dismissal With Immediate Separation**

1. The fifteen (15) calendar-day advance written notice of dismissal and the opportunity to work out the notice period are not required when the public interests are best served by withholding the notice or when the cause of dismissal is gross misconduct.
2. In cases where immediate separation is required by the appointing authority or elected by the employee, the appointing authority is still obligated to provide the employee with written notice of the dismissal which:
  - a. states the specific reason(s) for the dismissal;
  - b. provides a fifteen (15) calendar-day period for the employee to respond, either in person or in writing, and
  - c. advises the employee of applicable appeal rights.
3. When an employee is dismissed for cause, and the appointing authority requires, or; the employee elects, immediate separation from the workplace:
  - a. the employee is entitled to receive severance pay for the workdays that he or she, would have



been scheduled to work during the notice period, up to a maximum of fifteen (15) calendar days; however, the employee shall not be paid for holidays or accrue increment pay, annual leave, sick leave, or tenure for the period of time for which severance pay is received.

- b. the employee shall be eligible to receive the pro rata share of the annual increment to which he or she is entitled;
  - c. no deductions from severance pay may be made for contributions toward retirement;
  - d. payment for any terminal accrued annual leave, which may be due an employee, shall not commence until after the effective date of the dismissal, which shall be the day following the end of the fifteen (15) calendar-day response period.
- 4. An employee who is dismissed for failure to return from a leave of absence without pay or abandoning his or her position is not eligible for severance pay.
  - 5. Severance pay does not apply to a reduction in force (layoff) due to business necessity, since such personnel actions are not disciplinary in nature.
  - 6. Receipt of severance pay does not affect any other right to which an employee is entitled with respect to dismissal (e.g., grievance rights, health insurance coverage, payment for terminal annual leave, etc.).
  - 7. Former employees whose dismissal is rescinded by court order, Level 3 grievance decision, or Settlement Agreement, which reinstates the former employee's employment or permits the former employee to resign in lieu of dismissal, are obligated to repay severance pay received upon dismissal.

**IV. REFERENCES:**

- A. W. Va. Code § 29-6-10 (12), as amended.
- B. DOP *Administrative Rule* (143CSR1).

**V. EFFECTIVE DATE:** September 16, 1999.

**VI. REVISED:** January 1, 2026. **POLICY NUMBER:** DOP-P19.

**VII. POLICY NUMBER:** DOP-P19.

Approved and Issued By:

Sheryl R. Webb, Director

Date Signed: December 4, 2025