

TERMINATION CHECKLIST

Employee Name: _____ Termination Date: _____

Client Company: _____ Date Submitted: _____

To Be Completed by Client Designee:

Employee Termination Report

Employee Received and Retained:

Notice to Employee

Severance Agreement - If applicable

Supporting Documentation:**Voluntary Termination**

- Copy of Resignation Letter

Involuntary Termination

- Layoff
- Previous Disciplinary Action Form(s)
- Copy of written documentation (email, memo, etc.)
- Witness statement(s)

Submission Instructions**Please Complete and Return this
to Human Resources**Via email at: hr@employerflexible.com

Or via fax: 281-377-7459

Must Be Submitted Within 3 Days or SAME DAY of Termination

In the event termination is **less than 3 days from the end of the month, please send paperwork by 3 pm on the last day of the month in which the termination took place** - or the following Texas mandate takes effect - See Texas Senate Bill 51 below:

Texas Senate Bill 51 - PERTAINS TO ALL TERMINATIONS OF INSURED EMPLOYEES

Group policy holders are required to provide coverage for the employee or insured under the policy, until the end of the contract month in which the termination notification is received by the benefit plan, carrier, or insurer. This means that if an employee terminates and Employer Flexible is not made aware until the new plan month has begun, coverage will continue, per law, at the client's expense through the period Employer Flexible is notified.

EMPLOYEE TERMINATION REPORTCheck Appropriate Box: ☐ ORIGINAL ☐ REVISED**Texas Senate Bill 51 - PERTAINS TO ALL TERMINATIONS OF INSURED EMPLOYEES**

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TO BE COMPLETED BY THE ON-SITE SUPERVISOR OR DESIGNEE

Employee Name: _____ Social Security No. (Last 4 digits): _____
Job Title: _____ Client Company: _____
Date of Termination: _____ Last Day Worked: _____
Work State: _____ Hire Date: _____ Eligible for Rehire by Client? ☐ Yes ☐ No

TERMINATION REASON (Identify appropriate termination definition from the attached list)

☐ Voluntary Reason (Required): _____
☐ Involuntary Reason (Required): _____

ADDITIONAL PAY TO BE GIVEN AT TERMINATION

PTO/Vacation Pay \$ _____ No. of Hours _____ Commissions and/or Bonus \$ _____
Wages in Lieu of Notice \$ _____ No. of Hours _____ Severance Agreement Issued? ☐ Yes ☐ No

Final Paycheck Notes: _____

DEDUCTIONS

Does this employee have any outstanding loans or company property? ☐ Yes ☐ No

Amount to be deducted from the Employee's final paycheck: \$ _____.

CHECK THE APPROPRIATE RESPONSES

I ☐ have ☐ have not given verbal or written warnings to the employee prior to termination. Please attach supporting documents.

I ☐ have ☐ have not discussed this termination report with the employee.

I ☐ have ☐ have not notified the Employee also being terminated by Employer Flexible HR that coverage under the predetermined Health Benefit Plan terminates at midnight on the date of termination, or at the end of the coverage month, if applicable.

I ☐ have ☐ have not given the employee the Notice To Employee.

I ☐ have ☐ have not notified the employee that the last paycheck for direct deposit employees may not be direct deposited into the employee's bank account.

On site Supervisor's or Designee's Signature: _____ Date: _____

TO BE COMPLETED BY THE TERMINATED EMPLOYEE

The above information regarding the termination of my employment has been discussed with me. I also understand that my final check may not be by direct deposit. I have been advised that my coverage under the predetermined Health Benefit Plan, if any, terminates at midnight on the date when my employment terminated or at the end of the current coverage month. I understand that if I am covered by the predetermined Health Plan, and if I want to continue my coverage, I must complete the Group Health Benefits Right of Continuation Notice (COBRA Notice) which will be sent to me by Employer Flexible HR, and send it within 60 days from the date of the qualifying event or notification to the insurance carrier. If employed in Texas or Florida, I understand that if my employment is ending for any reason, I should contact Employer Flexible HR at 1-888-983-5879 within 48 hours after my termination and every week thereafter to make myself available for reassignment, and if I do not it may affect my unemployment benefits. I have no property belonging to Employer Flexible HR or to the client company. My signature below confirms that I have no unreported work related injury as of the date of my termination. Further, all reimbursable expenses have been submitted for payment with my final paycheck.

Employee Signature: _____ Date: _____

Forwarding Address: _____

Personal Email Address: _____

NOTICE TO EMPLOYEE

This notice is to notify you that your final check may not be by direct deposit. Your coverage under the predetermined Health Benefit Plan, if any, terminates at midnight on the date when your employment terminated or at the end of the current coverage month. If you are covered by the predetermined Health Plan, and if you want to continue your coverage, you must complete the Group Health Benefits Right of Continuation Notice (COBRA Notice) which will be sent to you by Employer Flexible HR, and send it within 60 days from the date of the qualifying event or notification to the insurance carrier. If employed in Texas or Florida, you understand that if your employment is ending for any reason, you should contact Employer Flexible HR at 1-888-983-5879 within 48 hours after your termination and every week thereafter to make yourself available for reassignment, and if you do not it may affect your unemployment benefits. You also must immediately return all property belonging to Employer Flexible HR or to the client company.

EMPLOYEE COPY

VOLUNTARY:

- **Resignation With Notice** - Employee initiates separation from work by giving notice (customarily 2 weeks) that the employee is terminating the employment relationship.
- **Resignation Without Notice** - Employee initiates separation from work without giving advance notice that the employee is ending the employment relationship.
- **Job Abandonment** - Employee is absent for three or more workdays and fails to properly report the absences. This will be considered a resignation, and the employee will be terminated for job abandonment.
- **Retirement** - Retirement of an employee
- **Exhausted Available Leave** - Employee resigns from returning to work after using all time available for leave of absence.
- **Death** - Death of the employee

INVOLUNTARY

- **Layoff** - Employer terminates employment relationship due to lack of available work, position elimination, or company restructuring which may be due to a change in the client company's business operations or some other circumstance unrelated to the employee's conduct or performance.
- **Unsatisfactory Job Performance** - Employee cannot perform the job in a manner satisfactory to job standards; employee is performing to the best of his/her ability, but does not have necessary skills or experience for success in the position; no misconduct involved.
- **Policy Violations** - (may include, but not limited to, the following):
 - **Absenteeism** - Employee repeatedly fails to report to work as scheduled and in accordance with written or customary company policy.
 - **Background Check Discrepancy** - Employee fails to meet company background check practices
 - **Insubordination** - Employee fails to, or refuses to, follow the legitimate instructions of management or a supervisor related to performance of the job.
 - **Intentional Failure to Perform Job** - Employee intentionally fails to perform job duties at the level he/she has proven capable of as measured by past performance, his/her skills or his/her experience.
 - **Negligence/Carelessness** - Employee fails to carry out job duties with standard care or prudence.
 - **Tardiness** - Employee repeatedly is late reporting to work at scheduled time and in accordance with written or customary company policy.
 - **Violation of Policy, Rule or Procedure** - Employee fails to perform the job in compliance with policies, rules or procedures (either written or customary to the job); includes the employee engaging in conduct contrary to the client company's interest.
- **Invalid SSN** - The employee's social security number is invalid
- **Invalid I-9** - The employee fails to present original documents or documents that establish identity and/or employment eligibility within three business days of the date employment began; or the employee's documents that establish employment eligibility have expired.

OTHER DEFINITIONS

- **PTO/Vacation Pay** - Pay owed by the client company to which the employee may be entitled, based on written client company policy.
- **Wages in Lieu of Notice** - Additional wages which the client company is not obligated to pay but has chosen to give employee due to lack of notice. The amount of wages is not based upon longevity or length of service. No obligation + no notice = wages in lieu of notice.
- **Commissions and/or Bonuses** - Commissions and/or bonuses paid by client company.
- **Severance/Separation Pay** - Amount that the client company has obligated itself to make, either verbally or in writing, which is based upon a set formula, such as length of prior service. For example, an employer may have a company policy that a terminating employee is entitled to one month's wages for every year of service. Please contact your HR Consultant prior to preparation of a severance agreement. Use of the Employer Flexible severance agreement is REQUIRED unless otherwise approved by Employer Flexible legal counsel.