

**ARTICLE 32  
RESIGNATION/JOB ABANDONMENT**

**A. RESIGNATION**

Employees who voluntarily separate from employment with the University, are, by definition, considered to have resigned their employment with the University. An employee who retires or otherwise voluntarily separates from a position with the University shall be required to submit a letter of resignation as notice of termination at least fifteen (15) calendar days prior to the effective date of such resignation.

1. The final paycheck (including earnings to date, overtime, compensatory time and vacation hours) shall be paid to the employee at the employee's site of employment on the day of separation when:

- a. an employee is discharged;
- b. an employee has a predetermined ending date; or
- c. an employee has given at least 72 hours notice of intention to resign.

2. When an employee does not give seventy-two (72) hours notice of intention to resign, the University shall make the final paycheck available within seventy-two (72) hours. Upon the employee's request, the final paycheck may be mailed to an address designated by the employee. Otherwise, it will be mailed to the employee's last known mailing address on file. If the date of pay falls on a Saturday, Sunday, or weekday holiday, actual payment will be on the next business day. Monday through Friday will be considered business days at all locations, including Medical Centers and other 24-hour/7-day operations.

3. Failure to report to work without having submitted a written notice of resignation/termination shall be treated as abandonment by the employee of his/her position with the University.

**B. JOB ABANDONMENT**

The University may treat unexcused failure to report to work for five (5) consecutive scheduled workdays as an employee's abandonment of, and resignation from, his/her University position:

1. In the case of such job abandonment/resignation, the University shall provide the employee with written notification of its intent to separate her/him. This notification shall include the reasons for the separation, the employee's right to respond to the University within fourteen (14) calendar days, and a Proof of Service. The notification shall be sent to the employee's last known mailing address.
2. At the option of the employee, his/her response may be in writing or may be a meeting with a designated University official who has the authority to effectively recommend reinstatement of the employee.
3. Following the employee's timely response, or if no response was provided within fourteen (14) calendar days, the designated University official shall issue a final decision.

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<#>In the event an employee provides oral notice of resignation, s/he may rescind such notice within two scheduled workdays following the oral notice. The rescission must be made to the employee's supervisor in writing. If such oral notice is not rescinded within the two (2) workday limit, there shall be no withdrawal or rescission of her/his resignation except by the written agreement of the University and the employee.¶

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**Deleted:** in a timely manner, normally within 72 hours, and in conformance with appropriate sections of the Labor Code. If the employee gave seventy-two (72) hours or more notice, the final paycheck shall be provided on the last day of work. Retirement compensation shall be provided pursuant to retirement plan regulations.

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- 4. The University's final decision, following completion of the requirements in Sections B.1. through B.3. above, is not subject to the grievance and/or arbitration provision of this Agreement.
- C. The University shall notify the employee in writing at the employee's last known mailing address of all actions taken under the provisions of this Article.