

A. OBLIGATIONS EMPLOYEES HAVE TO THE COURT UPON SEPARATION: All separating employees have certain obligations to the Court:

1. A resigning employee should submit a written resignation to their Division Head at least ten (10) working days before the planned effective date of the resignation, unless the timeframe has been modified or waived by the Division Head. Failure to provide such timely notice could jeopardize consideration for future employment with the Court and shall void payment of any EIB leave incentive pay as provided in Rule 403(H).
2. The employee shall adhere to checkout procedures as outlined by the Court Administrator. Failure to comply may result in a delay in the issuance of an employee's final paycheck and may delay processing of returns from the appropriate retirement system. Checkout procedures to be completed by a separating employee shall include but not be limited to:
 - a. Return of all equipment and supplies which have been furnished by the Court to the designated administrative section or unit charged with their maintenance. This includes, but is not limited to: keys, identification cards, clothing, etc.;
 - b. Pay back of any financial obligations outstanding such as educational reimbursement, travel advances, personal telephone expenses, etc.;
 - c. Arrangement for final paycheck from the Payroll section; ARS 23-353 now states:
 - 1) When an employee is dismissed from the service of an employer, the employee shall be paid wages due within three (3) working days or at the end of the next regular pay period, whichever is sooner.
 - 2) When an employee resigns the service of an employer, the employee shall be paid in the usual manner all wages due no later than the regular payday for the pay period during which the separation occurred. If requested in writing by the employee, such wages may be paid by mail.
 - d. The Court Administrator, Division Head, Presiding Judge or designee may conduct exit interviews at the time of separation from Judicial service. The

exit interview will afford the employee an opportunity to receive information pertaining to separation benefits (if any), benefits conversion and/or continuation, repayment of outstanding debts and/or return of Court property. Employee suggestions, complaints and questions may also be discussed.

3. An employee who separates employment with the Court within one (1) calendar year of receipt of educational reimbursement will return 100% of monies received for the course or will arrange with the Division to have that amount withheld from the final paycheck.
4. An employee shall work the two (2) weeks prior to resignation unless other arrangements are made with the Division Head and a letter stating the arrangements is forwarded to the Court Administrator and filed in the employee's master personnel record.

B. THE COURT'S OBLIGATION TO SEPARATING EMPLOYEES: The Court has certain obligations to separating employees determined by the type of separation.

1. **PTO LEAVE:**

- a. **SEPARATION:** All regular employees shall receive payment for PTO leave hours accrued through the pay period in which the effective date of separation occurs, up to a maximum of four hundred (400) hours. While on original probation, a separating employee shall receive no payment for accrued PTO leave.
- b. **LAYOFF:** All accrued PTO leave hours (up to a maximum of 400 hours) shall be paid to the laid-off employee.
- c. **DEATH:** All accrued PTO leave hours (up to a maximum of 400 hours) shall be paid to any surviving spouse or to the estate of the deceased.

2. **EIB LEAVE:**

- a. **SEPARATION:** Regular employees who have been with the Court or Mohave County for five (5) continuous years will receive reimbursement for unused EIB leave at the rate of three dollars (\$3.00) per hour up to one hundred (100) hours of the unused accumulated leave provided such employee submits written resignation to the Division Head at least ten (10) working days prior to the effective date of the resignation and works through the last date of employment as provided in Rule 801(A). Employees hired

prior to shall not be required to meet the five (5) continuous years of service requirement in the aforementioned statement. While on original probation, a separating employee shall receive no payment for accrued EIB leave.

3. CALCULATION OF SEPARATION PAY:

An employee who is detailed to a higher position at the time of separation shall be returned to his/her previous position as of the effective date of separation and shall be paid for accrued PTO leave hours at the rate of the previous position.