



Withdrawal of Notice of Resignation

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Employment contracts just like any other contracts have to come to an end. Either party may choose to terminate the contract. Resignation is termination of the contract by the employee, usually done by issuing a notice to the employer in accordance with the contract of employment. Below is what you need to know about withdrawal of resignation:

1 It cannot be unilaterally withdrawn once it is issued

Once an employee issues a resignation Notice to the Employer, it is assumed that the contractual relationship between both parties has ended. The employee cannot on his own rescind the resignation and any withdrawal of the notice without the employer's express consent has no effect.

2 A withdrawal if any, should be made within the shortest time possible

Once the resignation notice is given and the employee changes his mind, the same should be communicated in the shortest time possible, preferably before the Notice Period lapses. This is because upon being issued with a resignation notice (which is a termination notice), the employer may have made changes or arrangements to replace the resigning employee or to do away with the position all together. When a long period passes before withdrawal, it would be unreasonable to expect that an employer reverses decisions made after receiving a notice.

3 It does not have to be accepted by the employer to become effective

Often, the resignation notice will stipulate the period within which the employment will end. At the expiration of that period, employment terminates automatically. It is therefore not necessary for the employer to give express acceptance of the resignation.



4 The employee can only return to work if the employer consents to withdrawal of resignation

When the employee changes his mind about resigning, the employer is entitled to consider any request made by an employee and may decide whether or to allow the employee to withdraw the resignation. Parties may also be at liberty to discuss new terms of employment or whether the previous terms should apply.

5 Courts may enforce a withdrawal of resignation if it was coerced

A resignation is supposed to be done freely by the employee. Where an employee resigns due to coercion or because of the employer's actions, then this will be considered as constructive dismissal. However, the burden of proving constructive dismissal lies on the employee.