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Leaving the University Procedure (MPF1143)

GOVERNING POLICY

This procedure is made under the [Leaving the University Policy](#) .

SCOPE

This procedure applies to all fixed term and continuing staff at the University.

PROCEDURE

1. Resignation

1.1 An academic or professional staff member may resign from their position by giving notice in writing of their intention to resign to the supervisor or level 1 delegate.

1.2 The period of notice required for resignation is:

- six months for an academic staff member who has been appointed for more than one year
- two weeks for an academic staff member who has been appointed for one year or less
- two weeks for a professional staff member
- or other period of notice as set out in the contract of employment.

1.3 The period of notice required may be varied by mutual agreement between the staff member and the head of department.

1.4 The head of department or level 2 delegate will:

- arrange for an [Advice of Cessation of Employment](#) form to be completed and sent to the local Human Resources representative together with the letter of resignation
- ensure the resignation is processed through Themis Supervisor Self Service
- notify the local Human Resources representative promptly by telephone of any subsequent application for leave by the staff member to avoid any overpayment.

1.5 The local Human Resources representative will:

- retain the letter of resignation on the staff member's TRIM HR record
- forward the Advice of Cessation of Employment form to the payroll team in Human Resources Specialist Services.

1.6 Payroll services will write to the staff member reminding them to return University property and complete exit processes, survey and documentation.

1.7 The staff member will:

- return all University property including staff cards, keys and access cards, library books, mobile phones or laptops and car parking permits
- pay any outstanding monies or loans owed to the University prior to the resignation date.

2. Retirement

2.1 Where a staff member has expressed an intention to retire, the head of department or level 2 delegate will:

- arrange for an Advice of Cessation of Employment form to be completed at least 4 weeks prior to the retirement date
- send the completed form and retirement letter to the local Human Resources representative
- notify the local Human Resources representative promptly by telephone of any subsequent application for leave by the staff member to avoid any overpayment.

2.2 The local Human Resources representative will:

- retain the retirement letter on the staff member's TRIM HR record
- forward the Advice of Cessation of Employment form to the Payroll Team.

2.3 Payroll services will write to the staff member reminding them to return University property and complete exit processes, survey and documentation.

2.4 The staff member will:

- return all University property including staff cards, keys and access cards, library books, mobile phones or laptops and car parking permits
- pay any outstanding monies or loans owed to the University prior to the resignation date.

3. Early retirement incentive

3.1 The head of budget division may authorise the offer of an early retirement incentive to a full-time or part-time continuing staff member who expresses an intention to retire where the Provost has approved a workforce plan for the relevant budget division or department which outlines the need for the skills or composition of the workforce to be varied and where consideration have been given to:

- the strategic direction of the budget division or department, in line with the University's strategic direction
- the financial situation of the budget division or department
- the operational priorities of the budget division or department
- succession planning, staff retraining and replacement of staff
- reallocation of resources.

3.2 The early retirement incentive payable to a staff member will not exceed 60% of the staff member's current base salary and will be additional to any outstanding leave entitlements payable to the staff member on retirement.

3.3 Early retirement incentives are a charge against the budget of the budget division which funds the staff member's salary.

3.4 The Provost may, at their discretion, agree with the head of budget division to vary the early retirement incentive.

3.5 An early retirement incentive is an Employment Termination Payment (ETP) under sections 15-25 and 15-30 of the [Taxation Administration Act 1953](#). The ETP is a lump sum payment made at termination and subject to [Australian Taxation Office](#) rules.

3.6 A staff member who accepts an early retirement incentive is not entitled to a fixed-term pre-retirement contract.

3.7 A staff member who has accepted a termination payment which attracts concessional tax treatment must not be re-employed in the same job, with the exception of academic staff appointed to honorary positions.

3.8 At the time of the termination, there must be no agreement between the staff member and the University or the University and another person to employ the staff member after the termination date.

3.9 An “agreement” is defined in section 27A(1) of the [Income Tax Assessment Act 1936](#) to mean “any arrangement or understanding whether formal or informal, whether express or implied and whether or not enforceable, or intended to be enforceable, by legal proceedings.”

4. Pre-retirement contract

4.1 The head of budget division may authorise the offer of a pre-retirement contract to a full-time or part-time continuing staff member who expresses an intention to retire where the Provost has approved a workforce plan for the relevant budget division or department which outlines the need for the skills or composition of the workforce to be varied and where consideration have been given to

- the strategic direction of the budget division or department, in line with the University’s strategic direction
- the financial situation of the budget division or department
- the operational priorities of the budget division or department
- succession planning, staff retraining and replacement of staff
- reallocation of resources.

4.2 A staff member will be given a new contract of employment as per the Recruitment, Selection and Appointment Procedure. Where a staff member accepts a fixed-term pre-retirement contract they will terminate their employment with the University at the end of the contract period.

4.3 A fixed-term pre-retirement contract is not able to be converted into a continuing appointment.

4.4 A further fixed-term contract is not available to the staff member on completion of the fixed-term pre-retirement contract.

4.5 The University will pay to a staff member who accepts a fixed-term pre-retirement contract a non-superannuable loading of 20% of the staff member’s salary.

4.6 A fixed-term pre-retirement contract is a charge against the budget of the budget division which funds the staff member’s salary.

4.7 A pre-retirement contract may be combined with part-time employment under the Phased Retirement Scheme.

4.8 A staff member who accepts a fixed-term pre-retirement contract is not entitled to a redundancy, termination or an early retirement incentive.

4.9 A staff member who has accepted a termination payment which attracts concessional tax treatment must not be re-employed in the same job, with the exception of academic staff appointed to honorary positions.

5. Phased retirement

5.1 A full-time staff member who intends to retire and has at least ten years' continuous service at the University immediately prior to the proposed part-time appointment may apply to the head of department to reduce their time fraction under the Phased Retirement Scheme during the remaining period of service by:

- submitting a letter requesting approval to participate in the Phased Retirement Scheme
- nominating a reduced time fraction that is at least 50%
- nominating a commencement date for the reduced time fraction that is at least six months from the date of the application
- nominating a retirement date no more than three years from the date of the application.

5.2 The head of department will forward to the head of budget division for consideration the application and details of the advantages to the University arising from the staff member's participation in the Phased Retirement Scheme.

5.3 The head of budget division may formally agree to the retirement date and approve the application and will advise local Human Resources of that agreement and approval.

5.4 Local Human Resources will notify the staff member and the head of department of the head of budget division's decision.

5.5 A retirement date to which the head of budget division has formally agreed under this section may be changed by mutual agreement between the staff member and the head of budget division.

5.6 The Defined Benefit superannuation plan provides for members participating in the Phased Retirement Scheme to maintain membership of the superannuation scheme at the level of contribution and benefits applicable to the member's full-time classification at the time of entering the employment scheme. The member and the University will continue to pay contributions to the relevant fund as though the member were employed full-time.

6. Early termination of a fixed-term contract

6.1 Where the staff member is employed on a fixed-term contract made under the [University of Melbourne Collective Agreement 2010](#), a head of budget division may, after consultation with the local Human Resources representative, approve the termination of a fixed-term contract of a staff member before its expiry date:

- during the probationary period contained in the contract as detailed in the Probation and Confirmation Procedure
- on the grounds of serious or wilful misconduct as detailed in the Misconduct Procedure.

6.2 Where the staff member is employed on a fixed-term contract made under the [University of Melbourne Enterprise Agreement 2006](#), a head of budget division may, after consultation with the local Human Resources representative, approve the termination of a fixed-term contract of a staff member before its expiry date:

- for unsatisfactory performance
- if the external funding upon which the fixed-term contract is based ceases
- where the work is no longer required to be undertaken.

6.3 The head of budget division will, if required as indicated in Table 1:

- give notice of the early termination of the fixed-term contract to the staff member
- make a severance payment to the staff member.

Table 1. Notice and severance payments for early termination

Ground for early termination	Notice	Severance payment
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During probationary period	Required as set out in Table 2	Not payable
Unsatisfactory Performance	Required as set out in Table 2	Not payable
Serious misconduct	No notice required	Not payable
Cessation of external funding	Required as set out in Table 3	Payable as set out in Table 4
Work no longer required	No notice required	6 months salary or the balance of the contract, whichever is the lesser

6.4 Table 2 sets out the period of notice the head of budget division is required to give to the staff member whose fixed-term contract is terminated early during a probationary period or for unsatisfactory performance.

Table 2. Notice period for early termination

Period of continuous service	Notice period
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
5 years or over	4 weeks

6.5 A staff member over the age of 45 years at the time of giving notice and with not less than two years continuous service will be given an additional week's notice to the notice specified in Table 1.

6.6 The head of budget division may pay a staff member compensation in lieu of notice. The total amount of compensation payable will be equal to or exceed the total amount the staff member would have received if they had worked during the period of notice.

7. Completion of a fixed-term contract

7.1 A staff member employed on a fixed-term contract ceases employment at the end of the contract and is entitled to notice (detailed below prior to the expiry date) and may be entitled to apply for conversion to continuing employment or severance as described in section 8.

7.2 The head of budget division will provide to a fixed-term staff member written notice of the intention of the University, at the expiry of the contract, to:

- continue the fixed-term position on a further fixed-term contract basis
- continue the fixed-term position on a continuing basis
- discontinue the fixed-term position.

7.3 The period of notice required is the greater of:

- any entitlement to notice of the University's intention to renew, or not to renew, employment with the staff member upon the expiry of the contract, or
- the period of notice set out in Table 3.

Table 3. Notice at expiry of fixed-term contract

Period of continuous service	Notice period
Up to 3 years	2 weeks

3 years but less than 5 years	At least 3 weeks
5 years or over	At least 4 weeks

7.4 A staff member over the age of 45 years at the time of giving notice and with not less than two years' continuous service will be given an additional week's notice to the notice specified in section 7.3.

7.5 The head of budget division may pay a staff member compensation instead of notice. The total amount of compensation payable will be equal to or exceed the total amount of remuneration the staff member would have received if they had worked during the period of notice.

7.6 Where the head of budget division is not reasonably able to give the required notice under this section, because of circumstances external to the University and beyond its control, which relate to the provision of specific funding to support employment, they will:

- advise the staff member in writing of those circumstances before the expiry of the notice period in section 7.3 and
- give notice to the staff member at the next earliest practicable date.

8. Severance pay for specific task or project, research or externally-funded fixed-term contract

8.1 A staff member who is employed under the University of Melbourne Collective Agreement 2010, on a specific task or project, research or externally-funded fixed-term contract, is eligible for a severance payment in the following circumstances where the staff member seeks to continue employment and is employed:

- on a second or subsequent fixed-term contract to do work required for the circumstances described in the contract and the same or substantially similar duties are no longer required, or
- on a fixed-term contract to do work required for the circumstances described in the contract and the duties of the kind performed in relation to the work continue to be required but another person has been appointed, or is to be appointed, to the same or substantially similar duties; and

8.2 A staff member employed under the University of Melbourne Enterprise Agreement 2006, on a specific task or project, research or externally-funded fixed-term contract, is eligible for a severance payment in the following circumstances:

- the head of budget division has made a determination to discontinue the fixed-term position, the staff member seeks to continue employment and has been employed on a second or subsequent fixed-term contract or
- the head of budget division has made a determination to continue the fixed-term position on a continuing basis, the staff member seeks to continue employment and cannot be appointed on a continuing basis as they were not employed in the relevant position through a competitive and open selection process and has not performed at a "good" level under the Performance Planning and Review Procedure or
- the head of budget division has made a determination to continue the fixed-term position on a further fixed-term contract basis, the staff member seeks to continue employment and will not be offered a further fixed-term contract.

8.3 The University will pay to a staff member entitled to a severance payment under this section an amount in accordance with Table 4.

Table 4. Severance pay for staff employed on a specific task or project, research or externally-funded fixed-term contract

Period of continuous service	Severance pay
1 year or more but less than 2 years	4 weeks pay

2 years or more but less than 3 years	6 weeks pay
3 years or more but less than 4 years	7 weeks pay
4 years or more	8 weeks pay

8.4 Where a specific task or project fixed-term contract or series of contracts terminates and the staff member has been employed under the University of Melbourne Collective Agreement 2010 on the same or similar tasks or projects for a period of ten years or more, the University will pay to the staff member an amount in accordance with Table 5 in lieu of the amount specified in Table 4.

Table 5. Severance pay for staff employed for 10 years or more on a specific task or project fixed-term contract (staff employed under the Collective Agreement only)

Period of continuous service	Severance pay
10 years or more but less than 12 years	20 weeks pay
12 years or more but less than 15 years	24 weeks pay
15 years or more but less than 20 years	30 weeks pay
20 years or more but less than 26 years	40 weeks pay
26 years or more	52 weeks pay

8.5 Where the University advises a staff member in writing that further employment may be offered within six weeks of the expiry of a period of fixed-term employment, then the University may defer payment of severance benefits for a maximum period of:

- six weeks from the expiry of the period of fixed-term employment for a staff member employed under the University of Melbourne Collective Agreement 2010
- four weeks from the expiry of the period of fixed-term employment for a staff member employed under the University of Melbourne Enterprise Agreement 2006.

8.6 Where a staff member is employed under the University of Melbourne Collective Agreement 2010, the University may, in certain circumstances, waive or vary the payment of severance to a staff member entitled to a severance payment if the University can offer or procure an offer of comparable alternative employment for the staff member.

9. Severance pay for “other” fixed-term contracts under the University of Melbourne Enterprise Agreement 2006

9.1 A staff member employed on a fixed-term contract in any of the categories other than a specific task or project, research or externally-funded fixed term contract will not be entitled to a severance payment on completion of their contract.

9.2 A staff member employed on a fixed-term contract under the University of Melbourne Enterprise Agreement 2006 other than a specific task or project, research or externally-funded fixed-term contract (referred to as a fixed-term contract in the “other” category) is eligible for a severance payment upon completion of the contract where:

- the head of budget division has made a determination to discontinue the fixed-term position
- the staff member seeks to continue employment
- the staff member has been employed on a second or subsequent fixed-term contract
- the staff member has entered into the second or subsequent fixed-term contract of employment after 1 May 2006.

9.3 The University will pay to a staff member entitled to a severance payment under section 9.2 an amount in accordance with Table 6.

Table 6. Severance pay for staff employed on “other” types of fixed-term contracts

Period of continuous service	Severance Pay
3 years or more but less than 4 years	4 weeks pay
4 years or more but less than 5 years	5 weeks pay
5 years or more but less than 6 years	6 weeks pay
6 years or more but less than 8 years	7 weeks pay
8 years or more but less than 9 years	8 weeks pay
9 years or more but less than 10 years	9 weeks pay
10 years or more	12 weeks pay

9.4 The University will pay to a staff member entitled to a severance payment under section 9.2 who has five years or more of continuous service an additional amount in lieu of long service leave calculated at the rate of 1.3 weeks per completed year of service.

9.5 Human Resources will, approximately 12 weeks before the completion of a fixed-term contract, generate and forward a Contract of Employment Advice and Action form to the local Human Resources representative in the relevant department.

9.6 Where a fixed-term contract is under a category listed in the Employment Types Procedure local Human Resources will arrange for a Fixed Term Contract of Employment Advice and Action form to be completed and approved by:

- the head of department or level 2 delegate in the case of discontinuance
- the head of budget division or level 3 delegate in the case of extension or renewal.

9.7 Where a position is under the categories of specific task or project, research or externally-funded contract under the University of Melbourne Enterprise Agreement 2006 local Human Resources will arrange for a Fixed Term Contract of Employment Advice and Action form to be completed and approved by:

- the head of department or level 2 delegate in the case of discontinuance
- the head of budget division or level 3 delegate in the case of extension or renewal.

9.8 The local Human Resources representative will process any new contract or any terminations to the Payroll Team in Human Resources at least 4 weeks before the expiry of the contract.

9.9 Where, at the completion of a fixed-term contract in the “other” category under the University of Melbourne Enterprise Agreement 2006, a position is to be extended or renewed on either a fixed-term or continuing basis, a new offer of employment will be issued by local HR.

9.10 A staff member employed under a fixed-term contract may be eligible to apply for a conversion to continuing employment in accordance with the Employment Types Procedure.

10. Termination on grounds of ill health

10.1 Where the head of department forms the view that a staff member may be incapacitated by a medical condition and unable to perform the duties of their position, the head of department may write to:

- the Executive Director Human Resources in the case of a professional staff member

- the Provost, in the case of an academic staff member,

outlining the grounds for their view and requesting that the staff member be required to undertake a medical examination.

10.2 The Executive Director Human Resources or the Provost will give two months' notice to the staff member that they are required to undertake a medical examination.

10.3 If the Executive Director Human Resources or the Provost has a well-founded concern about the potential for immediate harm to the staff member or others as a result of the medical condition, they may suspend the staff member from duty, with pay, until action is taken under section 10.7 or 10.14.

10.4 The Executive Director Human Resources or the Provost will select the medical practitioner and pay for the cost of the medical examination.

10.5 The medical practitioner, in assessing the staff member's capacity to perform their duties, will as far as possible apply the same standards that would be used by the staff member's superannuation scheme in granting permanent disablement or other similar benefit.

10.6 The medical practitioner will provide a copy of their report on the medical condition of the staff member to the Executive Director Human Resources or the Provost and to the staff member.

10.7 Where the medical report states that the staff member is unable to perform their duties, and is unlikely to be able to perform those duties or resume them within 12 months, the Executive Director Human Resources or the Provost may terminate the employment of the staff member giving notice in accordance with the notice period required by the staff member's contract of employment or, where no notice is specified, a period of six months notice in writing.

10.8 A staff member may, within ten days of receiving notice of the decision to terminate their employment under this section, request a Medical Panel review the findings of the medical report.

10.9 The Medical Panel will comprise three medical practitioners:

- one appointed by the University;
- one recommended by the staff member or the staff member's representative; and
- one appointed by the President of the Victorian Branch of the Australian Medical Association.

10.10 The medical practitioner who made the initial report on the staff member is excluded from the Medical Panel.

10.11 The Medical Panel will as far as possible apply the same standards that would be used by the staff member's superannuation scheme in granting permanent disablement or other similar benefit.

10.12 The staff member's employment will not be terminated by the University unless and until the Medical Panel confirms the findings of the medical report.

10.13 A staff member may resign before the termination of their employment under these procedures, provided that the last day of duty is within a reasonable period.

10.14 The Executive Director Human Resources or the Provost may reasonably conclude that the staff member is unable to perform their duties and is unlikely to be able to resume them within 12 months, if the staff member refuses to undergo a medical examination within three months of written notification that they are required to do so. The Executive Director Human Resources or the Provost may terminate the staff member's employment giving six months' notice.

10.15 A staff member who has been required to undertake a medical examination may apply to their superannuation fund for a permanent disablement or temporary incapacity benefit due to a medical condition. Action by the University to terminate employment under this section will cease pending the decision by the superannuation fund.

10.16 Action by the University to terminate employment under section 10.15 may recommence if the superannuation fund refuses a permanent disablement or temporary incapacity benefit and a medical examination has occurred and has found that the staff member is not likely to be able to resume duties within 12 months.

10.17 A staff member who has submitted an application to their superannuation fund for a permanent disablement or temporary incapacity benefit under section 10.15 may use accrued leave entitlements and, if all paid leave entitlements have been used, will take leave without pay.

10.18 If, following a period of temporary incapacity benefit payments to a staff member, the superannuation fund decides that the staff member is capable of resuming work, the University may dispute the decision and require the staff member undertake a medical examination.

11. Death of a staff member

11.1 The head of department will notify local HR of the death of a current staff member.

11.2 The local Human Resources Consultant will advise Payroll Services immediately and will:

- take advice from the Manager or Supervisor of the deceased staff member,
- prepare a letter of condolence for the Vice-Chancellor to send to the family
- arrange for an Advice of Cessation of Employment form to be completed and submitted
- notify Student Administration as soon as practicable in the event that the staff member is also a student at the University;
- liaise with the family of the deceased staff member to obtain the name of the executor of the Will or, where there is no Will, the administrator of the estate and, where necessary, assist the family and colleagues access the University's Counselling Service and
- oversee the administration of outstanding entitlements due to the estate and ensure any monies owed are paid.

11.3 If necessary, local HR will write to the staff member's family or next of kin to confirm details of the executor of the deceased staff member's estate and to advise of all outstanding entitlements due to the estate by the University. Payment of entitlements will be made through Payroll Services, in conjunction with Finance and Planning Group and will be by cheque, payable to the estate of the deceased staff member and where entitlements exist, will consist of:

- unpaid salary (up to the date of death)
- payment in lieu of unused annual leave entitlements
- pro rata annual leave loading
- long service leave

11.4 The Superannuation Office will advise [UniSuper](#) or the staff member's superannuation fund of the staff member's death. [UniSuper](#) will deal directly with the staff member's estate.

12. Abandonment of employment

12.1 A staff member who is absent for a period of ten consecutive working days will be considered by the University to have abandoned employment where:

- the absence was without the approval of the head of department
- the staff member failed to make reasonable attempts to provide their supervisor with a satisfactory explanation for the absence
- the head of department or nominated representative, usually the local HR Consultant, after having made reasonable attempts to contact the staff member, could not reasonably have been aware of any acceptable grounds for the absence.

12.2 The Executive Director Human Resources may determine that a staff member has abandoned their employment in circumstances other than those listed if satisfied that, on an assessment of the facts

of a particular case, the staff member's actions constitute an abandonment of employment.

RELATED DOCUMENTS

- [Advice of Cessation of Employment form](#)
- [Australian Taxation Office](#)
- [Delegations Policy](#) , including [Schedule D - Human Resources Delegations](#)
- [Employment Types Procedure](#)
- [Human Resources website](#)
- [Leaving the University Policy](#)
- [Misconduct Procedure](#)
- [Placement, Redeployment and Redundancy Arrangements Procedure - Professional Staff](#)
- [Probation and Confirmation Procedure](#)
- [Recruitment, Selection and Appointment Procedure](#)
- [Redeployment and Redundancy Procedure - Academic Staff](#)
- [University of Melbourne Collective Agreement 2010](#)
- [University of Melbourne Enterprise Agreement 2006](#)

DEFINITIONS

Term	Definition
comparable alternative employment	Employment at the same or similar time fraction which provides the staff member with overall salary and conditions comparable to the staff member's existing salary and conditions.
same job	Includes a role that is identical to the role held by the staff member prior to termination of employment and any role that is substantially the same, involving similar duties to be performed within the same department at the same or similar classification level.

RESPONSIBLE OFFICER

The Executive Director, Human Resources is responsible for the development, compliance monitoring and review of this procedure and any associated guidelines.

IMPLEMENTATION OFFICER

The Director, HR Specialist Services, Human Resources is responsible for the promulgation and implementation of this procedure in accordance with the scope outlined above. Enquiries about interpretation of this procedure should be directed to the implementation officer.

REVIEW

This procedure is to be reviewed by 28 February 2015.

VERSION HISTORY

Version	Approved By	Approval Date	Effective Date	Sections Modified
1	Senior Vice-Principal	21 Aug 2012	21 Aug 2012	New version arising from the Policy Simplification Project. Loaded into MPL as Version 1.
2	-	-	-	Created in error and archived.
3	Executive Director, Human Resources	28 Nov 2012	28 Nov 2012	Amendments to Table 5 and section 8.4.
4	Executive Director, Human Resources	16 Jul 2013	16 Jul 2013	Correction to rate of payment outlined in section 9.4. Original error occurred in translation from UOM0119 (refer section 4.2.3) to MPF1143.
5	Executive Director, Human Resources	20 Aug 2013	20 Aug 2013	Minor correction to terminology in section 1.2 for consistency with source document UOM0119 .