

# Termination of Employment Procedure

## Section 1 - Background and Purpose

- (1) La Trobe is committed to ensuring the separation of employment of a staff member through either voluntary or involuntary means is done so in a timely/fair manner and in accordance with the [Enterprise Agreement](#), the Offer of Employment and legislation which sets out specific rules and protections relating to the termination of employment.
- (2) This Procedure aims to guide staff and managers through their obligations and the process relating to termination of employment at La Trobe.

## Section 2 - Scope

- (3) This Procedure applies to the following types of termination (but termination is not limited to these types of termination):
- a. resignation
  - b. end fixed term contract
  - c. retirement
  - d. voluntary early retirement
  - e. redundancy
  - f. death in service (and whilst traveling overseas)
  - g. probation termination
  - h. misconduct / serious misconduct
  - i. ill health / permanent disability
- (4) Staff employed on a Senior Staff Contract are excluded from the scope of this Policy.

## Section 3 - Policy Statement

- (5) Refer to the [Workforce Management Policy](#).

## Section 4 - Procedures

### Termination Information

#### Resignation

- (6) Staff who resign must provide the relevant notice to La Trobe which is consistent with the period detailed in their Offer of Employment/Special Conditions which may be more than the minimum prescribed period detailed in the [Enterprise Agreement](#).

(7) The below table indicates the standard notice period detailed in an Offer of Employment/Special Conditions. Staff should check their Offer of Employment/Special Conditions and should this differ, the notice period detailed in their Offer of Employment/Special Conditions will apply.

Staff Classification	Notice Period
Professional Staff - HEO 1 to 6	4 weeks
Professional Staff - HEO 7 to 10	6 weeks
ESMC	3 months
Academic A-E	3 months

### End Fixed Term Contract

(8) Fixed term employment means employment for a specified term or ascertainable period. At the end date detailed in the contract, employment will either be renewed (where relevant approval provided) or terminated in accordance with the relevant notice provisions.

### Retirement

(9) There is no single, set retirement age in Australia. The standard retirement age though often coincides with the government pension age.

(10) There is a 'preservation age' for superannuation purposes. This refers to the requirement under the [Superannuation Industry \(Supervision\) Act 1993](#) or its successor for the Commonwealth Government to legislate the age at which individuals can access the preserved component of their superannuation benefits (refer to preservation age under definitions).

Date of Birth	Preservation Age
Before 1 July 1960	55
July 1960 to June 1961	56
July 1961 to June 1962	57
July 1962 to June 1963	58
July 1963 to June 1964	59
After 30 June 1964	60

### Voluntary Early Retirement

(11) The University supports voluntary early retirement for eligible staff members. Easing into retirement gives staff the flexibility to plan for their retirement. It also gives the University time to plan for succession.

(12) Continuing staff who have reached their retirement age or will at the expiry of the term of the Pre-Retirement Contract, and who have completed a minimum of three years continuous service with the University are eligible to apply for a Pre-Retirement Contract.

(13) The retirement age, for the purpose of the [Pre-Retirement Contracts Procedure](#), is the term defined by the preservation age as set by the relevant Superannuation fund, detailed above.

### Redundancy

(14) The University's business needs may change from time to time resulting in the necessity to change the

operational requirements. When this occurs, positions may become redundant. Should further employment opportunities not be identified or secured during redeployment, the staff member is usually then separated from employment with the University.

(15) The University will provide the required notice in accordance with the [Enterprise Agreement](#), unless the Offer of Employment or Special Conditions stipulates an alternative.

### **Death in Service**

(16) The line manager should liaise with HR Assist to ensure appropriate cessation of employment procedures are carried out. These may include the return of University property, access to the staff member's emails, handover requirements and other administrative duties.

(17) Following advice to HR Assist, People & Culture will ensure that all employment related administrative tasks are completed.

### **Death - Whilst Traveling Overseas on La Trobe Business**

(18) The University's insurance policies cover eligible staff members while traveling overseas for University business purposes.

(19) The University will support staff members in these circumstances in accordance with applicable insurance policies which may change from time to time.

(20) Further information on Travel Insurance, claims and benefits can be obtained from the Insurance Office of La Trobe at [insurance@latrobe.edu.au](mailto:insurance@latrobe.edu.au)

### **Probation Termination**

(21) After due process, if the employment is determined to have been unsuccessful, termination of employment within probation may be an outcome.

(22) Refer to the Probation policies for further information.

### **Misconduct/Serious Misconduct**

(23) Should a decision be made to terminate the employment of a staff member for reasons of misconduct or serious misconduct, it will be done so in accordance with the [Enterprise Agreement](#).

### **Ill Health/Permanent Disability**

(24) The University may initiate a medical examination to assess a staff member's fitness for duty. If the examination reveals that the staff member is unable to perform their duties and is unlikely to resume their duties within 12 months or if they refuse to undergo a medical examination, the Vice-Chancellor may give notice to terminate the staff member's employment.

(25) Refer to the [Enterprise Agreement](#) for further information and the process.

### **Process to Terminate**

#### **Resignation Process**

(26) The staff member must provide their manager with written notice of resignation that clearly states the date the resignation is notified and the proposed termination date

(27) A completed Cessation of Employment Advice form with a copy of the staff member's notice/letter must be

submitted to HR Assist. To ensure timely payment of termination entitlements, the form must be forwarded at least 2 weeks prior to the staff member's termination date.

### **End Fixed Term Contract Process**

(28) People & Culture will generate and issue notice letters signed on behalf of the Chief People Officer to the school/administrative area with the appropriate notice.

(29) The School or administrative area will assess the contract and provide the letter to the individual.

(30) The School or administrative area must complete a Cessation of Employment Advice form and forward to HR Assist with a copy of the signed letter, should the outcome be a termination. To ensure timely payment of termination entitlements, the form must be forwarded at least 2 weeks prior to the staff member's termination date.

### **Retirement Process**

(31) Refer to the [Pre-Retirement Contracts Procedure](#) for further information.

### **Probation Termination Process**

(32) A Cessation of Employment Advice form must be submitted to HR Assist with a copy of the letter indicating probation was unsuccessful.

(33) Refer to the Probation policies for further information.

### **III Health/Permanent Disability**

(34) Refer to the [Enterprise Agreement](#) for further information and the process.

### **Exit Process**

(35) Once a termination form is received by payroll, a link will be sent to the staff member's University email account to participate in an exit survey. Should the staff wish to discuss anything face to face, please contact your People & Culture representative.

(36) The exit interview provides the departing staff member with an opportunity to provide feedback about their experience in working at La Trobe.

### **Certificate of Service**

(37) Staff members may request a certificate of service detailing their employment with the University.

(38) Unlike a 'reference' or 'separation certificate', this term relates to a written statement provided by the University upon termination which contains information specifying the staff member's period of employment with the University and the classification of or the type of work performed by the staff member.

(39) A Certificate of Service can be requested via HR Assist.

### **Employment Separation Certificate**

(40) This is a certificate in which the University provides basic employment details of a former staff member who is applying for the Federal Department of Social Security for unemployment benefits.

(41) The certificate will state the reason for stopping work and the date work stopped. People & Culture will provide this certificate upon request from the staff member.

(42) Requests for an Employment Separation Certificate can be directed via HR Assist.

### **Return of La Trobe Property**

(43) All La Trobe property including, but not limited to, credit cards, access keys, security passes, computers, mobile phones, vehicles, uniforms, equipment, documentation and confidential information must be returned by the departing staff member.

(44) It is the manager's responsibility to ensure University property is returned from any staff member.

### **Termination Checklist**

(45) Both the staff member and line manager are responsible for completing the Termination Checklist which must be forwarded to HR Assist before final payment will be made.

### **Final Payment**

(46) Payment for terminations will be made in the relevant pay period in which they occur or if backdated, in the next pay cycle after receipt of the fully completed and approved Cessation of Employment Advice form (or other approved document) and in accordance with payroll cut off deadlines.

### **Unclaimed monies**

(47) If the outstanding monies remain unclaimed, s559 of the [Fair Work Act 2009](#) permits the University to pay the amount to the Commonwealth where those amounts were owed to a former staff member whom the University can no longer contact.

(48) The Commonwealth holds these amounts in trust for the former staff member.

(49) The money is recoverable by the former staff member and, if unclaimed monies are paid by the University to the Commonwealth, the staff member can obtain their unpaid monies from the Fair Work Ombudsman.

## **Section 5 - Definitions**

(50) For the purpose of this Procedure:

- a. Dismissal: is the termination of the contract of employment of a staff member by La Trobe in a correct, fair, and lawful manner.
- b. Misconduct: means conduct that is not serious misconduct but is nevertheless unsatisfactory and also includes a Research Code Breach.
- c. Probation Period: is a period of time in which La Trobe places the staff member on 'trial' to assess if the staff member is suitable for the role and University.
- d. Resignation: is a voluntary termination of employment initiated by the staff.
- e. Retirement: refers to the time when an individual no longer participates in the labour force. Retirement occurs when a staff member who meets the eligibility requirements voluntarily terminates their employment.
- f. Serious Misconduct means:
  - i. serious misbehaviour of a kind that constitutes a serious impediment to the staff member, or the staff member's colleagues, carrying out their duties, or to students completing part or all of their course of studies, including but not limited to:
    - breaches of the University's [Code of Conduct](#);
    - serious or repeated bullying, abuse or sexual harassment of another staff member, student or member of the public in connection with work; or

- causing a serious risk to the safety of staff, students or visitors to the University;
- ii. serious dereliction of the duties required of the staff member in their position;
- iii. conviction by a court for an offence that constitutes a serious impediment of the kind referred to in this definition;
- iv. theft or fraud;
- v. willful refusal to carry out lawful and reasonable instruction that is consistent with the staff member's contract of employment; a serious Breach of the Research Code; and/or
- vi. persistent misconduct or willful and repeated incidents of misconduct.

## Status and Details

<b>Status</b>	Current
<b>Effective Date</b>	6th December 2016
<b>Review Date</b>	5th February 2019
<b>Approval Authority</b>	Vice-Chancellor
<b>Approval Date</b>	2nd December 2016
<b>Expiry Date</b>	Not Applicable
<b>Responsible Manager - Policy</b>	Regan Sterry Chief People Officer
<b>Author</b>	Linda Robertson
<b>Enquiries Contact</b>	People & Culture +61 3 9479 1234