

# Termination of Employment Procedure



## 1 Purpose

To ensure termination is managed and compliant with the provisions of relevant legislation and workplace agreements.

## 2 Scope

This Procedure applies to all Employees, excluding Employees whose conditions of employment are covered by a written agreement or contract with the University.

## 3 Procedure Overview

The University will comply with the provisions of relevant workplace agreements when managing termination of employment.

## 4 Procedures

### 4.1 Resignation or retirement

An Employee must put in writing their intention to resign or retire, indicating the proposed date of termination. The notice must be submitted through the Employee's immediate Supervisor and Category 4 Delegate or above who will acknowledge and forward the notice to the People Portfolio for action.

An Employee is required to give the University the following notice:

Employee Category	Period Of Notice By The Employee
Professional Employees	5 weeks
English Language Teaching Employees	5 weeks
Academic Employees	4 months
Casual Employees	1 hour

At the discretion of the Delegate, a shorter period of notice may be granted.

If an Employee fails to give the required notice, the University may withhold salary or take legal

action.

The Chief People Officer will advise acceptance of the resignation in writing to the Employee.

Resigning or retiring Employees may be invited to participate in an exit survey conducted by the People Portfolio.

Resigning or retiring Employees who are members of an employer sponsored superannuation fund may access retirement benefits if they meet the Superannuation Trust Deed eligibility criteria.

## **4.2 Death of an Employee**

On receipt of advice that an Employee has died, the People Portfolio will:

- convey condolences in writing to the immediate family
- calculate outstanding salary and leave entitlements as from the last known working day and advise Payroll for payment action
- advise the relevant superannuation fund of the member's details (date of death, name and address of next of kin, and name and address of person handling estate).

## **4.3 Abandonment of Employment**

Failure by an Employee to advise the University of the reason for any absence of 10 or more sequential working days, will be considered to be Abandonment of Employment, and the Employee will then be deemed to have resigned.

## **4.4 Termination due to unsatisfactory performance**

The Vice-Chancellor may terminate employment due to an Employee's unsatisfactory performance. The Improving and Managing Unsatisfactory Performance Procedure will apply to Decisions to terminate employment on the grounds of unsatisfactory performance.

For more information refer to the Improving and Managing Unsatisfactory Performance Procedure.

Delegates and Employees have an obligation to advise of any perceived, potential or actual Conflict of Interest that may undermine the application of natural justice and procedural fairness.

## **4.5 Termination of probationary employment**

If at any time during the probationary period:

- an Employee's progress is considered by the University to be unsatisfactory; or
- if the Employee is not satisfied with the position or the University,

either the Employee or the University may terminate the employment subject to giving of the following notice. Notice may be paid in lieu, or forfeited as appropriate.

Category of Employment	Notice Required
Professional Employees	2 weeks
Academic - Continuing	4 months
Academic - Fixed-Term as follows:	
1 year or less	6 weeks
1+ to 2 years	10 weeks
2+ to 3 years	12 weeks
3+ to 5 years	16 weeks

If any meeting is held between a Supervisor and probationary Employee where the performance of the probationary Employee is to be discussed and which may concern the possible termination of a probationary Employee, that Employee may be accompanied by their Nominated Representative.

Where there is a recommendation to terminate the employment of a probationary Employee, the Employee will be advised of the recommendation by their Supervisor and/or Delegate, including any adverse material about the Employee upon which the recommendation is based. The Employee will be entitled to respond to the recommendation and request a review of the recommendation to terminate the employment.

Where a review is requested, the Chief People Officer, or nominee, will undertake a review of the process and consider a number of factors including, but not limited to:

- the Employee's response and any relevant documentation;
- whether appropriate steps were taken to notify the Employee of the performance issues and the consequences;
- whether the Employee was given appropriate opportunity to respond;
- whether due consideration was given to the Employee's response; and
- whether reasonable time and opportunity was given to remedy the performance issues.

Where a review is requested from an Employee of the People Portfolio, the Deputy Vice-Chancellor (Enterprise Services) will undertake a review of the process as outlined above.

The Chief People Officer or Deputy Vice-Chancellor (Enterprise Services) will then inform the Vice-Chancellor of the outcomes of the review and provide advice as to the most appropriate course of action. The Vice-Chancellor will consider the Employee's response and the advice from the Chief People Officer or Deputy Vice-Chancellor (Enterprise Services) when considering the recommendation to terminate.

The review will be conducted within 10 working days from the receipt of the request from the Employee, where practicable.

## **4.6 Termination due to serious misconduct**

The University may terminate without notice the employment of an Employee found to have engaged in serious misconduct such that would make it unreasonable to require the University to continue employment during a period of notice.

For more information refer to the Disciplinary Action for Misconduct or Serious Misconduct Procedure.

Delegates and Employees have an obligation to advise of any perceived, potential or actual Conflict of Interest that may undermine the application of natural justice and procedural fairness.

## **4.7 Termination on the grounds of ill health**

The Vice-Chancellor may require an Employee, whose capacity to perform the duties of their position is in doubt, to undergo a medical examination by a medical practitioner chosen by the University, at the expense of the University.

The Vice-Chancellor will provide the Employee with written notice of not less than two months that a medical examination is required.

A medical examination will not be required if an Employee elects to apply to the relevant superannuation fund for ill-health retirement or temporary disability benefit and is granted the benefit.

Where the superannuation fund determines that an Employee is ineligible because of a pre-existing medical condition, or decides that an Employee, following a period of receipt of a temporary disability benefit, is capable of resuming work and the Vice-Chancellor elects to dispute this Decision, the Vice-Chancellor may proceed to request the Employee undergo a medical examination.

A copy of the medical report made by the medical practitioner will be made available to the Vice-Chancellor and to the Employee.

If the medical examination reveals that the Employee is unable to perform assigned duties and

is unlikely to be able to resume them within 12 months, the Vice-Chancellor may terminate the employment.

Prior to taking action to terminate the employment of an Employee, the Vice-Chancellor may offer the Employee the opportunity to resign and, if such a resignation is offered, will accept it and not proceed with action to terminate employment.

Failure to undergo a medical examination within three months of a written notification to do so will be taken as evidence that the Employee is unable to perform assigned duties. The Vice-Chancellor may then proceed with action to terminate the employment.

The Employee, or their Nominated Representative, may request, within 14 days of the medical report being made available, that the findings of the report be confirmed by a panel of three medical practitioners or an independent specialist agreed between the Vice-Chancellor and the Employee.

In making an assessment as to whether or not an Employee is unable to perform assigned duties and is unlikely to be able to resume those duties within a reasonable period, the medical practitioner or panel of medical practitioners will, as far as possible, apply the same standards as are used by the Employee's superannuation scheme in determining qualification for the payment of a disablement pension or other similar benefit.

Where employment ceases due to ill health, the number of years of continuous service required to have been completed by that Employee before being entitled to long service leave will be five years.

In instances where the Vice-Chancellor decides to terminate employment on the grounds of ill health, the standard notice period will apply.

Where the superannuation fund determines that an Employee is totally and permanently incapacitated and is unlikely to return to work in the foreseeable future, the University may terminate the employment.

## 4.8 Notice of termination by the University

Where employment is terminated for valid reasons, the University will give an Employee notice and/or compensation.

The University is required to give a terminating Employee the following notice:

<b>Employees</b>	<b>Period of Notice</b>
Casual Employees	1 hour
Professional Employees	5 weeks
English Language Teaching Employees	5 weeks

Academic Employees

4 months

The period of notice does not apply where employment is terminated in the case of apprentices, fixed-term replacement Employees as referenced in the Fixed-Term Appointments Procedure, voluntary severance or redundancy.

Payment may be made in lieu of notice at the discretion of the Delegate. Payment in lieu of notice will be calculated on the Employee's salary (including fortnightly award based allowances, superannuation and loadings) at the date of ceasing employment. Where payments are made in lieu, payments of unused long service leave will not attract superannuation.

Notice of termination is given in writing to the Employee.

The University will provide the terminating Employee with a separation certificate, if requested.

The Employee will be allowed up to one day's time off, without loss of pay, for the purpose of seeking other employment where the University has given notice of termination to an Employee. Time off will be taken at times that are convenient to the Employee, after consultation with the Employee's Supervisor.

## 4.9 Severance payments

### 4.9.1 Fixed-term Employees

A terminating fixed-term Employee with more than twelve months continuous service for a specific task or project, or research, is entitled to the following severance payment:

<b>Period of Continuous Service (Service may include two breaks of up to 6 weeks)</b>	<b>Weeks' Pay</b>
less than and up to 1 year	Nil
more than 1 but less than 2 years	4
more than 2 but less than 3 years	6
more than 3 but less than 4 years	7
more than 4 years	8

provided that:

the Employee seeks to continue the employment; and

1. in the case of an Employee on a second or subsequent contract, the same or substantially similar duties are no longer required by the University; or

2. the duties of the kind performed during the contract continue to be required, but another person has been appointed, or is to be appointed, to the same or substantially similar duties.

For the purpose of determining eligibility for severance, breaks between appointments of up to two times per year and of up to six weeks shall not constitute breaks in service. Periods of approved unpaid leave will not count for service but will not constitute breaks in service.

The University may defer a severance payment for up to six weeks after the expiry of the period of the fixed-term appointment where the Employee is advised in writing that a further appointment may be offered and commenced within six weeks of the expiry of the fixed-term appointment. Casual employment within this six week period does not affect the entitlement for severance payment.

#### 4.9.2 Continuing (contingent funded) Employees

Where an Employee's contingent funded employment is terminated, the Employee will be provided severance payments when the same or similar duties are no longer required by the University. Severance payments will be paid in accordance with the following:

Period of Service	Weeks' Pay
less than and up to 1 year	Nil
more than 1 year and up to 3 years	6
more than 3 years and up to 4 years	8
more than 4 years and up to 8 years	10
more than 8 years and up to 10 years	12
More than 10 years	14

#### 4.10 Return of University property

Any Employee who is leaving the employ of the University is required to return all University property in good condition. Property belonging to the University may include, but is not limited to: equipment, library books, staff cards, mobile phones, files, protective clothing, access keys, and computer hardware and software. It is the responsibility of the Supervisor of any Employee who is leaving the employ of the University to ensure that University property is returned prior to the cessation date. A departure checklist has been developed to assist Supervisors complete this process.

Employees are obliged to maintain record confidentiality post separation. Before separating from the University, Employees must ensure all information constituting public records (including

electronic mail) has been captured and retained in the University's record keeping system or other appropriate business system. Supervisors are reminded of their obligation in this regard to ensure compliance with the record keeping requirements.

## 5 Delegated Responsibilities

Approver	Level of Delegation
Council	Terminate appointment for Vice-Chancellor.
Vice-Chancellor	Terminate appointments for all Employees at all levels upon recommendation of Delegate.
Category 2 Delegate or above	Recommendation to terminate appointments at academic Levels A to E.
Category 4 Delegate or above	Recommendation to terminate appointments at USQ Levels 1 to 10.
Chief People Officer	Terminate employment of casual Employees.

## 6 References

Nil.

## 7 Schedules

This procedure must be read in conjunction with its subordinate schedules as provided in the table below.

## 8 Procedure Information

<b>Accountable Officer</b>	Chief People Officer
<b>Responsible Officer</b>	Chief People Officer
<b>Policy Type</b>	University Procedure
<b>Policy Suite</b>	Termination and Separation Policy
<b>Subordinate Schedules</b>	
<b>Approved Date</b>	8/8/2019
<b>Effective Date</b>	8/8/2019



<b>Review Date</b>	3/4/2022
<b>Relevant Legislation</b>	<a href="#">USQ Enterprise Agreement</a>
<b>Related Policies</b>	
<b>Related Procedures</b>	<a href="#">Appointments: Casual Procedure</a> <a href="#">Appointments: Continuing (Contingent Funded) Procedure</a> <a href="#">Appointments: Continuing Procedure</a> <a href="#">Appointments: Fixed-term Procedure</a> <a href="#">Disciplinary Action for Misconduct or Serious Misconduct Procedure</a> <a href="#">Improving and Managing Unsatisfactory Performance Procedure</a> <a href="#">Superannuation Procedure</a>
<b>Related forms, publications and websites</b>	<a href="#">Departure Checklist</a>
<b>Definitions</b>	<p><b>Terms defined in the Definitions Dictionary</b></p> <p><a href="#">Conflict of Interest</a></p> <p>If a University Member has an interest that conflicts or may conflict with the discharge of the University Member's duties the University Member should Declare the nature of the interest and the conflict to the University Member's Supervisor as soon as practicable after the relevant facts come to the University Member's knowledge and must not take action or further action relating to a matter that is or may be affected by the conflict until authorised. An Executive Leader may direct a University Member to resolve a conflict or possible conflict between an interest of the University Member and the University Member's duties. A reference to an interest or to a Conflict of Interest is a reference to those matters within their ordinary meaning under the general law, and, in relation to an interest, the definition in the Acts Interpretation Act 1954, Schedule 1, does not apply. A Conflict of Interest will arise when a University Member's Private Interests conflict with their duty to the University or to serve the public interest as a University Member. The risk of having a conflict of interest increases where a University Member's responsibilities include the authority to make decisions. A conflict of interest may be potential, perceived or actual - when a University Member is in a role where future decision making may be influenced by their Private Interests if a certain condition is fulfilled, they have a potential conflict of interest; a perceived conflict of interest arises where it appears that decisions a</p>

University Member make in the course of their University employment may be influenced by their Private Interests, whether or not this is in fact the case; an actual conflict of interest exists where a University Member's actions could be unduly, improperly or excessively influenced by their Private Interests. Serious misconduct can occur when a conflict of interest is concealed, understated, mismanaged or abused.

#### [Decision](#)

A determination made by an Employee, contractor or other authorised delegate in the course of their duties on behalf of the University.

#### [Delegate \(noun\)](#)

Delegate (noun) means the officer, Employee or committee of the University to whom, or to which, a delegation of authority has been made under this Policy.

#### [Employee](#)

A person employed by the University and whose conditions of employment are covered by the USQ Enterprise Agreement and includes persons employed on a continuing, fixed term or casual basis. Employees also include senior Employees whose conditions of employment are covered by a written agreement or contract with the University.

#### [Procedure](#)

An operational instruction that sets out the process to operationalise a Policy.

#### [University](#)

The term 'University' or 'USQ' means the University of Southern Queensland.

#### [USQ Enterprise Agreement](#)

University of Southern Queensland Enterprise Agreement 2018-2021.

### **Definitions that relate to this procedure only**

#### **Abandonment of Employment**

Where an Employee fails to attend work for a sustained period of time without authorisation or satisfactory explanation.

	<p><b>Nominated Representative</b></p> <p>Means in relation to an Employee, a person selected by the Employee to assist or represent the Employee. The person may be an officer or Employee of the relevant Union, or any other person chosen by the Employee. In relation to the University, it means a person selected by the University to assist or represent the University. The person may be an Employee of the University, or an officer or Employee of AHEIA, or any other person selected by the University. The Nominated Representative must not be a practising barrister or solicitor and must not present a Conflict of Interest.</p> <p><b>Supervisor</b></p> <p>Any person responsible for leading the activities of others. In the context of this Procedure a Supervisor includes Employees at any classification level or title who have responsibilities for leading, managing or supervising work teams and/or individual Employees.</p>
<b>Keywords</b>	Termination, Abandonment of Employment, unsatisfactory performance, probation, ill health, retire, fired, retirement, redundancy
<b>Record No</b>	13/458PL