

# LEAVING THE UNIVERSITY PROCEDURE

## SCOPE

This procedure applies to all fixed-term and continuing staff employed by the University herein collectively referred to as 'you' for the purpose of this procedure.

For the purpose of this procedure, references to 'the University' include Monash University Australia, Monash University Malaysia and Monash University Indonesia, unless indicated otherwise ('us', 'our' or 'we').

## PROCEDURE STATEMENT

This procedure outlines the process for staff to follow when leaving employment with the University and for staff employed by Monash University Australia, the process for pre-retirement contracts.

### 1. Pre-retirement contract (Monash University Australia only)

- 1.1 You may be eligible to apply for a fixed-term pre-retirement employment contract of no greater than three years in length in accordance with [clause 34](#) of the Enterprise Agreement (for academic and professional staff), if you are:
- a continuing full-time or fractional-time staff member; and
  - within three years or less of being eligible to receive a retirement benefit from your superannuation scheme.
- 1.2 If you accept a fixed-term pre-retirement contract, your employment with the University will terminate at the end of the contract period as a retirement.

#### Pre-retirement contracts and research grants

- 1.3 Under a fixed-term pre-retirement contract, you are not eligible to apply for a research grant or other benefit through us that would require, under its terms, your paid employment with us to continue beyond the expiry date of your pre-retirement employment contract. Similarly, where you apply for a fixed-term pre-retirement contract and you already hold a research grant through us that would require your paid employment with us beyond the fixed term of your proposed pre-retirement, your application may not be approved.
- 1.4 Where you are named investigator on an ongoing grant, we may be required to notify the fund provider of the change of circumstances and alter your role on the grant, to ensure ongoing eligibility.

#### Application process

- 1.5 If you are eligible and wish to apply for a pre-retirement contract, you must complete a [pre-retirement appointment application form](#) and submit to the Head of Unit for consideration.
- 1.6 Where the Head of Unit recommends the application for endorsement, they will sign it and submit it to the Dean/Executive Director.
- 1.7 Where the application is not recommended for endorsement, the Head of Unit and the Dean/Executive Director may seek advice from the HR Business Partner.
- 1.8 Where the Dean/Executive Director endorses the application, they will submit it to Monash HR at [hr@monash.edu](mailto:hr@monash.edu).
- 1.9 Monash HR will review your application and liaise with the Director, Workplace Relations to seek approval of the pre-retirement appointment from the Chief Operating Officer and Senior Vice-President.

## 2. Resignation and retirement process

2.1 To resign from your employment with the University (including resignation due to retirement), you should first notify your supervisor verbally of your decision.

2.2 If you are retiring, we encourage you to:

- talk with your supervisor and seek relevant financial advice to make an informed decision about your retirement options. We are not able to offer personal financial advice;
- for staff employed by Monash University Australia, contact your superannuation fund to discuss your retirement. For further information, refer to [UniSuper](#) or contact the Monash HR, Superannuation Team at [superannuation@monash.edu](mailto:superannuation@monash.edu).

### Monash University Australia

2.3 If you are moving to a new position within the University, you are not required to submit a Notice of Resignation. You should notify your supervisor of your new position and make exit arrangements, including the return of departmental property.

2.4 If you are retiring, you should not expect to be offered any further paid employment with us.

2.5 If you are employed on a performance-based contract, contact Remuneration and Senior Appointments, Monash HR for any additional resignation advice.

2.6 If you are resigning or retiring, you must provide notice in accordance with the tables below, by submitting a Notice of Resignation via 'Leaving Monash' in [ESS](#).

2.7 The relevant notice periods for academic staff are as follows (or as otherwise stipulated in your contract of employment):

Appointment type	Notice period
Continuing appointments at levels B-E	6 months
Continuing appointment at level A	1 month
Fixed-term appointment of two years or more at levels B-E	3 months
Fixed-term appointment of less than two years at levels B-E	1 month
Fixed-term appointment at level A	1 month

2.8 The relevant notice periods for professional and trades and services staff are as follows (or as otherwise stipulated in your contract of employment):

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

2.9 The notice period may be reduced or waived with prior approval of the relevant Dean or Executive Director.

2.10 If you intend to apply for annual leave during the notice period, you should discuss your request with your supervisor and include your annual leave dates when submitting your resignation in ESS.

2.11 If you intend to apply for long service leave during the notice period, you should discuss your request with your supervisor and apply using the [Application for Leave and Special Leave form](#), in addition to submitting the Notice of Resignation.

2.12 For any annual or long service leave requests, after the Notice of Resignation has been submitted, you should apply via ESS or the [Application for Leave and Special Leave form](#), no later than two weeks before your final day at work.

2.13 Your supervisor will:

- ensure whether any early release date has been approved by the relevant Dean or Executive Director;
- acknowledge the Notice of Resignation;
- consider any outstanding timesheets and/or leave requests for approval and submit to Monash HR; and
- consult with the William Cooper Institute and Monash HR to ensure a culturally appropriate exit process for a departing Indigenous Australian staff member.

2.14 Monash HR will:

- confirm your resignation and provide information about your obligations prior to leaving the University;
- reconcile any outstanding matters (such as, parental leave return to work or study support obligations) in relation to your employment; and
- process your final pay.

2.15 For academic and professional staff, your final pay:

- is subject to 2.14 above;
- will include any payment in lieu of leave entitlements (if eligible) less any amounts that are withheld in accordance with [clause 26.4](#) of the Enterprise Agreement; and
- will be paid within 14 days of your final day of employment, in accordance with [clause 26.6](#) of the Enterprise Agreement.

2.16 If you were appointed other than under the Monash University Enterprise Agreement (Academic and Professional Staff) 2019, Monash HR will reconcile any matters in accordance with 2.14 above and determine your final pay in accordance with your employment contract and/or the applicable Enterprise Agreement.

### Monash University Malaysia

2.17 For continuing staff, your employment with the University will normally end when you reach the Malaysian retirement age of 60.

2.17.1 Where your employment is not continued beyond the retirement age of 60, Monash HR Malaysia will notify you and issue a Confirmation of Retirement letter.

2.17.2 Where your employment is to continue, Monash HR Malaysia will issue you a fixed-term contract, of up to two years.

2.18 For all other staff, if you are resigning, you must submit a resignation letter to your Head of Unit/School, in accordance with the table below (or as otherwise stipulated in your contract of employment).

Staff type	Notice period
Academic staff	4 months and subject to completion of teaching commitments for the semester
Professional staff	2 months

2.19 The notice period may be reduced or waived with prior approval of the Head of Unit/School. Where the notice period is not served, you will be required to pay in lieu of notice.

2.20 Your Head of Unit/School will acknowledge and sign your resignation letter and submit to [Access MUM HR](#).

2.21 Monash HR Malaysia will issue an Acceptance of Resignation letter to confirm your resignation.

2.22 If you intend to apply for annual or long service leave during the notice period, you should discuss this with your supervisor and apply for such leave in ESS, no later than four weeks before your final day at work.

2.23 Your final pay will be processed after your tax clearance.

### Monash University Indonesia

2.24 If you are resigning, you must provide written notice of 30 days. Refer to the relevant [HR Business Partner](#) for information on:

- the resignation process;
- waiving or reducing the notice period;
- any requirements associated with taking annual leave during the notice period; and
- any final pay obligations and processes.

2.25 For indefinite period employees, your employment with the University will normally end when you reach the Indonesian retirement age of 60. The relevant HR Business Partner will notify you of your upcoming retirement and issue a Confirmation of Retirement letter.

## 3. End of fixed-term contract (including pre-retirement contract)

### Monash University Australia

3.1 Monash HR will notify you whether the University intends to renew or not renew your employment, upon the expiry date of your fixed-term contract and in accordance with the period of notice outlined in the relevant Enterprise Agreement or your employment contract.

3.1.1 Where the University intends not to renew your employment beyond the expiry date of your fixed-term contract, you are not required to complete a Notice of Resignation.

- 3.2 Where you have made the decision to depart employment on your contract expiry date, Monash HR or your supervisor will contact you to confirm your decision to depart and the circumstances surrounding your departure. You are not required to complete a Notice of Resignation.
- 3.3 Where you are employed on a pre-retirement contract, your employment with the University will end at the conclusion of this contract.
- 3.4 At the conclusion of a fixed-term contract, Monash HR will:
- confirm exit arrangements and obligations via email; and
  - process your final pay in accordance with 2.15 to 2.16 above.

## Monash University Malaysia

- 3.5 Monash HR Malaysia will notify you whether the University intends to renew or not renew your employment, before the expiry date of your fixed-term contract.
- 3.5.1 Where the University intends not to renew your employment beyond the expiry date of your fixed-term contract, you are not required to submit a Resignation letter.
- 3.6 Where you have made the decision to depart employment on your contract expiry date, you are not required to submit a Resignation letter. Monash HR Malaysia will send you a Notice of Expiry of Offer of Employment letter to confirm your departure.

## Monash University Indonesia

- 3.7 If you are a definite period employee, Monash HR will notify you whether the University intends to renew or not renew your employment upon the expiry date of your contract and in accordance with the prevailing Indonesian laws and regulations.
- 3.8 Where you have made the decision to depart employment on your contract expiry date and for all other advice related to the end of your definite contract, refer to the relevant [HR Business Partner](#).

## 4. Other departures

- 4.1 For redundancy and disciplinary related departures, refer to the [Redundancy and Redeployment procedure](#) or the [Disciplinary Matters procedure](#) or equivalent local process.
- 4.2 For all other departures, contact Monash HR for further advice.

## 5. Exit administration

### Return of University property

- 5.1 You and your supervisor should use the [Exit Checklist](#) or equivalent local process to prepare for your exit from the University.
- 5.2 You must return all University property (including, but not limited to, laptops, credit cards and mobile phones).
- 5.3 Your supervisor will liaise with Monash HR regarding any outstanding matters (such as parental leave return to work, or study support obligations).
- 5.4 Your final pay may not be fully processed until the matters identified in clause 5.2 and 5.3 have been resolved.

### Exit questionnaire

- 5.5 The exit questionnaire provides you with an opportunity to give feedback about your reasons for leaving employment with the University and to help us improve the experience of working at the University.
- 5.6 If you are employed by Monash University Australia or Monash University Malaysia, and you resign, retire or decide to depart employment on your contract expiry date, you will receive an invitation to complete a staff exit questionnaire (online).
- 5.6.1 A face-to-face exit interview with the relevant HR Business Partner (or another trained Monash HR representative) can also be requested, by contacting Access HR on 9902 0400 or [Access MUM HR](#).
- 5.6.2 Indigenous Australian staff will be offered an exit interview conducted by the William Cooper Institute and the relevant HR Business Partner.
- 5.7 If you are employed by Monash University Indonesia please refer to the relevant HR Business Partner for an exit questionnaire or a face-to-face exit interview.
- 5.8 Information collected through the exit questionnaire will be handled in accordance with the [Employee Data Protection and Privacy Collection Statement](#) and the [Data Protection and Privacy Procedure](#).

## Support

- 5.9 We recognise that departing the University may be a challenging and uncertain time.
- 5.10 If you require support whilst navigating the exit process, the [Employee Assistance Program \(EAP\)](#) is available to you. The Employee Assistance Program (EAP), is a free professional counselling service available to all staff members employed by the University and their immediate family members. You can arrange to speak with a counsellor over the phone or make an appointment to see a consultant for a face-to-face session. An after-hours messaging service operates at all other times.
- 5.11 For further information on additional support services, refer to the Mental Health [Policy](#) and [Procedure](#).
- 5.12 If you are employed by Monash University Malaysia, refer to the [Wellbeing@Monash website](#).

## 6. Breach of procedure

- 6.1 The University treats any breach of policies or procedures seriously. The University encourages reporting of concerns about non-compliance and manages compliance in accordance with the applicable [Enterprise Agreement](#), relevant instrument of appointment and/or applicable contract terms. A failure to comply with policies, procedures and schedules may result in action by the University. Such action may include disciplinary and other action up to and including potential termination of employment for employees and cessation of other engagements for other persons.

## DEFINITIONS

Continuous service	<p>For staff employed by Monash University Australia, refer to:</p> <ul style="list-style-type: none"> <li>• Clauses <a href="#">3.2</a>, <a href="#">17.3</a>, <a href="#">19.11</a>, <a href="#">21.4</a>, <a href="#">22.7.4</a>, <a href="#">38.3</a>, <a href="#">38.6-38.7</a>, <a href="#">40.5(e)</a>, <a href="#">42.2-42.5</a>, <a href="#">42.10</a>, <a href="#">61.9</a>, and <a href="#">68.2-68.6</a>; Schedule 4 - clauses <a href="#">1.7</a> and <a href="#">2.3</a> of the Monash University Enterprise Agreement (Academic and Professional Staff) 2019</li> <li>• <a href="#">Clauses 3</a> and <a href="#">18.7.1-18.7.2</a>, <a href="#">26.7</a>, and <a href="#">50.5</a>; <a href="#">Schedule 3 - clause (e)</a>; <a href="#">Schedule 4</a>; Schedule 6 - clause <a href="#">2.5</a> of the Monash University Enterprise Agreement (Trades and Services Staff - Building and Metal Trades Staff) 2009</li> <li>• Clauses <a href="#">3</a>, <a href="#">18.8</a>, <a href="#">21.6</a>, <a href="#">41.4</a>, and <a href="#">61.5</a>; <a href="#">Schedule 4 - clauses 1.2-1.3</a> of the Monash University Enterprise Agreement (Trades and Services Staff - Catering and Retail, Cleaning and Caretaking, and Miscellaneous Services Staff) 2005</li> </ul>
Dean or Executive Director	The Dean of the Faculty or Executive Director or nominee in any case where the Dean or Executive Director has formally nominated a person to act as their nominee for the purpose.
Definite Period Employee	Is an employee who is employed by Monash University Indonesia for a definite period of time to perform certain types of work that are temporary in nature.
Employee Self Service (ESS)	The online Employee Self Service system which provides staff with easy and private access to personal and current employment information held by the University.
Enterprise Agreement	<p>For staff employed by Monash University Australia, the Enterprise Agreement means the <a href="#">Monash University Enterprise Agreement (Academic and Professional Staff) 2019</a> or the <a href="#">Monash University Enterprise Agreement (Trades and Services Staff - Building and Metal Trades Staff) 2009</a> or the <a href="#">Monash University Enterprise Agreement (Trades and Services Staff - Catering and Retail, Cleaning and Caretaking, and Miscellaneous Services Staff) 2005</a> as applicable to the staff member. Clauses relating to this procedure include:</p> <p>Monash University Enterprise Agreement (Academic and Professional Staff) 2019</p> <ul style="list-style-type: none"> <li>• <a href="#">Clause 16.4.5 - Pre-Retirement Contract</a></li> <li>• <a href="#">Clause 18 – Annualised Hours Employment</a></li> <li>• <a href="#">Clause 26 – Payment of Salaries and Deductions</a></li> <li>• <a href="#">Clause 34 – Pre-retirement</a></li> <li>• <a href="#">Clause 57 – Termination of Employment on the Grounds of Ill-health</a></li> <li>• <a href="#">Clause 40.4 – Annual leave payment in lieu</a></li> <li>• <a href="#">Clause 42.9 – Long service leave payment in lieu</a></li> <li>• <a href="#">Clause 46.4 Payment in lieu of accrued paid time off</a></li> </ul> <p>Monash University Enterprise Agreement (Trades &amp; Services Staff- Building &amp; Metal Trades Staff) 2009</p> <ul style="list-style-type: none"> <li>• <a href="#">Clause 16 – Fractional Appointment Scheme for Retirement Planning Purposes</a></li> <li>• <a href="#">Clause 18.3.3 - Pre-Retirement Contract</a></li> <li>• <a href="#">Clause 29 – Payment of Salaries and Deductions</a></li> </ul>

	<p>Monash University Enterprise Agreement (Trades and Services Staff - Catering and Retail, Cleaning and Caretaking, and Miscellaneous Services Staff) 2005</p> <ul style="list-style-type: none"> <li>• <a href="#">Clause 16 – Fractional Appointment Scheme for Retirement Planning Purposes</a></li> <li>• <a href="#">Clause 29 – Payment of Salaries and Deductions</a></li> </ul>
Equivalent local process	Refers to the relevant business rules or processes that apply at campuses, other than Monash University Australia.
Head of Unit	<ul style="list-style-type: none"> <li>• Monash University Australia: means the head of an academic or organisational work unit, for example, Head of School, Head of Department or where applicable, a person acting as their nominee; or</li> <li>• Monash University Malaysia: means the head of a central unit.</li> </ul>
HR Business Partner	A member of the Monash HR community who provides strategic advice and solutions for a particular client group.
Indefinite Period Employee	Indefinite Period Employee is an employee who is employed by Monash University Indonesia for an indefinite period.
Pre-retirement contract	Refers to a fixed-term contract of employment entered into by the University with a staff member employed by Monash University Australia, under the applicable pre-retirement provisions of the Monash University Enterprise Agreement (Academic and Professional Staff) 2019 or the Monash University Enterprise Agreement (Trades and Services Staff - Building and Metal Trades Staff) 2009. A pre-retirement contract leads to the retirement of the staff member from paid employment with the University.
Supervisor	The person who is responsible for the supervision of staff and in most cases, this will be the immediate line manager.

## GOVERNANCE

Parent policy	<a href="#">Employment conditions</a>
Supporting procedures	
Supporting schedules	
Associated procedures	<ul style="list-style-type: none"> <li>• <a href="#">Employee Assistance</a></li> <li>• <a href="#">Superannuation</a></li> <li>• <a href="#">Redundancy and Redeployment</a></li> <li>• <a href="#">Disciplinary Matters</a></li> <li>• Advancing Indigenous Employment (<i>forthcoming</i>)</li> </ul> <p><b>Procedure forms</b></p> <ul style="list-style-type: none"> <li>• <a href="#">Exit Checklist</a></li> <li>• 'Leaving Monash' in <a href="#">ESS</a></li> <li>• <a href="#">Pre-retirement form</a></li> </ul>
Related legislation	<ul style="list-style-type: none"> <li>• <a href="#">Privacy and Data Protection Act 2014 (Vic)</a></li> <li>• <a href="#">Malaysia: Personal Data Protection Act 1994 (Act 709)</a></li> <li>• <a href="#">Malaysia: Employment Act 1955 (Act 265)</a></li> </ul>
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Content enquiries	<ul style="list-style-type: none"><li>• Monash University Australia and Monash University Indonesia: <a href="https://ask.monash.edu">ask.monash</a> or phone Monash HR on +61 3 990 20400</li><li>• Monash University Malaysia: <a href="#">Access MUM HR</a></li></ul>