

# Termination of Employment Guideline

This resource provides answers to common questions and issues about leaving RMIT.

## What is it?

This resource will help you find answers to common questions about the termination of your employment with RMIT.

## Who is this for?

All employees of RMIT University, RMIT Training and RMIT Online.

### 1. How do I resign my employment?

You can resign for any reason. If you want to resign, you need to provide the amount of notice specified in either your contract of employment or the relevant enterprise agreement or award. We've included links below.

If you resign, you will be required to work out your notice period unless advised otherwise. If RMIT does not require you to work out your notice you will be paid out the notice (or a period of the notice notice) in lieu.

In certain circumstances, you may also be placed on gardening leave – which involves you remaining an employee and being paid as such for some or all of the notice period but not attending for work.

It may also be possible to agree a shorter notice period with RMIT and end your employment earlier. Your manager will talk to you about these arrangements when you advise us you intend to resign.

If you are employed on a fixed term contract you do not need to resign or provide any notice when your contract reaches its End Date. We recommend that you discuss with your manager approximately 4 weeks prior to the End Date whether you wish to be considered for further work after the End Date.

Employees who are casually employed do not need to provide any notice of termination if they wish to resign but are asked to inform their manager if they are intending to leave RMIT sooner than expected.

### 2. When can RMIT terminate my employment, and how?

RMIT may terminate your employment for a limited number of specific reasons – including for example, you engaged in misconduct; your performance was unsatisfactory; due to significant ill health; having your Working With Children Check revoked or loss of right to work in Australia.

Your enterprise agreement, award or contract specifies when RMIT may terminate your employment and how much notice (if any) RMIT is required to provide under the circumstances. It may also set out processes that must be followed to do so.

If you are employed on a fixed term contract RMIT does not need to provide any notice or reason to end the contract when the contract reaches its End Date. Your manager should however discuss with you prior to the End Date whether you wish to be considered for further work and whether further work is likely to be available after the End Date.

### 3. What about redundancy? When can RMIT retrench me?

RMIT may terminate your employment if your job is declared redundant. If you are covered by the:

- [RMIT Vocational Education Workplace Agreement 2019](#)
- [RMIT Training Foundation Studies Enterprise Agreement 2019](#)
- [RMIT University Enterprise Agreement 2018](#)
- [RMIT University Children's Services Enterprise Agreement 2017](#) or
- [RMIT Training Pty Ltd and National Tertiary Education Union Enterprise Agreement 2016](#)

your agreement explains when your job might become redundant and how we would go about retrenching you. You should refer to your agreement for more information.

3.1. If you are a Senior, Specialist or Executive Employee (SSEE) engaged under the *RMIT Enterprise Agreement 2018* and we've elected not to apply the redundancy and retrenchment provisions of that agreement to your redundancy OR if you're covered by the *Royal Melbourne Institute of Technology Senior Executive Staff Enterprise Agreement 2006* OR if you're not covered by any enterprise agreement at all, then the four stage process below will be followed.

- a) Initial Identification - RMIT may determine that your job is identified as potentially redundant for reasons of an economic, technological, structural or similar nature.
- b) Consultation - Consultation will occur with you regarding your job and the potential redundancy. Following consultation RMIT will notify you of its final decision.
- c) Redeployment - Once your role is declared redundant your notice period commences and during this time RMIT will consider opportunities to redeploy you to another suitable job within the organisation.
- d) Severance - Your entitlement to notice, and retrenchment benefits, is set out in your contract. If your contract does not specify what retrenchment benefits are payable, then the National Employment Standards will apply.

### 4. Can I work for RMIT again if I have been retrenched?

#### 4.1. Approval required for re-employment

RMIT will not reemploy a person (including in a casual capacity) for 12 months following their date of redundancy without approval from the Vice Chancellor or their delegate. This includes engaging the ex-employee as a contractor/sole trader or providing work to be performed by the ex-employee via a third party.

The only exception to the above is that an ex-employee made redundant may return for up to a total of a maximum of four weeks in a casual capacity during the 12-month post-employment period in circumstances where the skillset possessed by the ex-employee is not readily available.

#### 4.2. Unpaid work in an honorary capacity

An ex-employee made redundant may perform limited work in an unpaid honorary capacity. The unpaid work being performed must not be a significant proportion of the job which was made redundant and must be work which might normally be expected to be performed in an unpaid honorary capacity. E.g. external HDR secondary supervisor.

## 5. What happens if I don't turn up to work?

If you are absent from work without approval for a week or longer, and we are not able to contact you and obtain a satisfactory explanation for your absence after having made a reasonable effort to do so, we may consider that you have abandoned your employment and notify you that we consider the employment relationship to be terminated.

If you are covered by the [RMIT University Children's Services Enterprise Agreement 2017](#), we will follow the process set out in that agreement to effect a termination by means of abandonment.

## 6. Do I have to retire?

There is no compulsory retirement age, despite the fact that superannuation law deems certain ages where employees can access their superannuation.

If you're thinking about scaling back your work commitments prior to retiring, you may be able to agree an 'easing into retirement' arrangement with RMIT. Speak to the People team for more information.

Also, the University can periodically run voluntary early retirement schemes which have eligibility rules.

## 7. Can I get a reference?

We do not provide written or verbal references on behalf of RMIT, but your manager may provide a reference in their personal capacity if they choose to do so. We will provide a Statement of Service. The Statement of Service confirms duration of employment, final job and reason for ending employment.

## More information

- You can link to your agreement or award [here](#).
- You can find contact details for People [here](#).

## Document history

Version	Effective date	Authority	Author
V1.0	1 <sup>st</sup> April 2021	Employee Lifecycle Policy	Director, Policy and Workplace Relations