

# SINU Human Resources Policies

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# Human Resources Policies

## Preamble:

1. These policies are adopted by the University Council in order to provide a framework for dealing with all matters concerning the University's Human Resources. The University aims to adhere to these policies within the resource capacities and constraints the University has at the material time. SINU reserves the right to not give full effect to certain provisions at certain junctures where giving full effect would be likely to result in serious sustainability threats to the University.

## PART 1: RECRUITMENT POLICIES

### Policy No.: HR-Emp- 01

### EQUAL EMPLOYMENT OPPORTUNITY (EEO) POLICY

1. **Purpose:** This policy aims to provide the overarching framework for recruitment of employees at SINU
2. **Policy Statements:**
  - 2.1. The University's recruitment policy, processes and procedures shall provide equal opportunities to all Solomon Islanders to be employed at SINU.
  - 2.2. It is the University's policy to employ, retain, promote and otherwise treat any and all employees and job applicants on the basis of merit, qualification and competence. This policy shall be applied without regard to the personal protected characteristics of any individual. For clarity, where a non-citizen applicant is more meritorious than a citizen who meets the minimum qualification requirement, the appointment decision must consider the following factors in making its decision: (a) total cost of recruiting and employing the respective persons, (b) University's strategic directions, and opportunities for the citizen elsewhere.
  - 2.3. Where qualified Solomon Islanders are not available for the remuneration SINU offers, the University shall provide equal opportunities to employ any non-citizen.
  - 2.4. The University shall create a fair working environment and shall not condone discrimination in any form on the basis of a person's protected personal characteristics.
3. The University shall not establish minimum qualification requirements for employment positions by adopting provisions or requirements that would otherwise be seen as discriminatory on the basis of protected personal characteristics.
4. The University recognises that certain jobs require certain physical abilities in the employees. Normally all jobs require a person to be physically fit. But jobs in the Properties and Facilities Department may require certain physical abilities/fitness levels. Such differentiation is intended to protect both, the employee, as well as the University community. Such requirements shall not constitute discrimination of any form.
5. It is prohibited for any employee of the University to refuse to hire, train, promote or provide equitable employment conditions to any employee or applicant or to discipline or dismiss any employee solely on the basis of a person's protected personal characteristics, except when the doctrine of business necessity, or a bona fide occupational qualification can reasonably be established.
6. Through this Policy SINU aims to foster an organisational culture and work attitude that values a diverse workforce, and appreciates and understands different blends of values, cultures, ethnicities and genders. In the academic sections, it is vital to ensure that there is a presence of diversity in the workforce.
7. Supervisors and department managers at all levels are expected to take leading roles in developing workplace culture which respects and treats all employees equitably.
8. Racial or gender discrimination or harassment shall not be tolerated at the University.

- 8.1. The official language of conducting business at the university, both corporate sector activities and between employees and students of the University, including the medium of instruction, shall be English. No class shall be held in a language other than English, other than for: (a) a unit which specifically is on another language, or (b) where interpretation would help better in a class where students do not come with English proficiency.
- 8.2. No formal meeting is to be conducted, even in a small part, in a language other than English except where necessary as in the case of a community setting in which case if there are people at the meeting who do not understand the language in which the meeting is conducted, appropriate interpretation would be provided.
9. The University shall endeavour to make all its existing premises, as far as possible within the available resources, friendly to the physically impaired.
10. The University shall comply with all international conventions and norms on employment as far as is possible within the resources available to it.

**Policy No.: HR-Emp-02**  
**RECRUITMENT POLICY**

1. **Objective:** This policy aims to create a framework and the perimeters for recruitment of employees which meet the University's needs.
2. **Policy Statement**
  - 2.1. The Recruitment Policy applies to all positions except those of the Senior Management, who shall be recruited according to the processes established by the Council.
  - 2.2. The success of the University depends critically on the quality of its employees. The University reserves the right to attract and retain quality employees. In general, the University has the right to appoint full-time, temporary, short-term and part-time employees, and honorary, adjunct and visiting employees. The University reserves the right to utilize each type of employment option available to engage employees in the fulfilment of its vision, mission and values.
  - 2.3. The University is committed to recruiting and selecting the best person out of those who meet the minimum qualification requirements. This requires identifying those with the right combination of qualifications, skills, and attributes necessary to maximize efficiency, effectiveness and productivity. Every employment decision of the University shall be an objective assessment of merit relevant to the job.
  - 2.4. This policy aims to ensure that all recruitment activities are undertaken systematically, consistently and efficiently, and that the University's employment practices are consistent with EEO principles. It applies to all contractual permanent positions and unestablished or hired workers. Its application to the employment of casual workers and part-time employees is at the discretion of the Vice Chancellor, and shall be guided by the need of the moment.
  - 2.5. Except as may be determined by the University Council, the University does not hire employees on tenure.
  - 2.6. If a person recruited, or has an offer of employment, is found to have provided false information or to have misrepresented any information or to not have disclosed any material fact in his or her application, it shall be deemed to be sufficient grounds for SINU to summarily terminate the appointment, without any compensation whatsoever, or withdraw the offer, whichever course of action may be appropriate.
3. **Recruitment of the Vice Chancellor and Senior Management**
  - 3.1. **Vice Chancellor:** The Council is the appointing authority of the Vice Chancellor. As such, the Council establishes the rules for the appointment and the terms and conditions of the appointee.
  - 3.2. **Pro-Vice Chancellors:** Pro-Vice Chancellors report to the Vice Chancellor. The Council is the appointing authority of the PVCs. As such, the Council establishes the rules for the appointment and the terms and conditions of the appointee.
  - 3.3. **Deans and Directors:** Deans and Directors report to the Vice Chancellor, and form part of the Senior Management of the University. The appointment of Deans and Directors shall be done by an Appointments Committee comprising the following:
    - a. Vice Chancellor – as Chair of the Committee
    - b. At least 1 member of the Council nominated by the Chair of the Council, and
    - c. At least 2 members of the Senior Management, nominated by the VC.
  - 3.4. **Sourcing Methods:** Generally all senior management vacant full-time positions shall be advertised publicly. Other means may be used to build the field.
    - a. Advertising the Post: advertising in the local press and in international press and journals as deemed appropriate, and advertising on the SINU website are mandatory.  
Advertising through recruitment websites may also be considered.  
Head hunting, as determined by the Appointments Committee.  
Executive Search Recruitment Consultants may be utilised on a need basis. In using executive search, the following points shall be considered:
      - i. in selecting the search consultant, international search firms with good reputation, extensive global search experience and proven track record shall be considered;
      - ii. the consultant should show a commitment to diversity and equality issues, and demonstrate how such commitment is reflected in its practice and approach; and
      - iii. precise job descriptions and person specifications should be agreed between the consultant and the Selection Committee.

- b. Network Referrals: This is a widely used method in industry and government for identifying potential candidates. Possible referral sources may include senior executives of other business and public organizations.
- c. Internal Candidates: All internal candidates shall be evaluated on the same basis vis-à-vis other candidates. CVs of internal candidates may be submitted by others, provided the candidate provides a consent note for this. CVs without consent notes shall not be considered.
- d. Direct Appointment: This is a last resort method, where when all established sourcing methods fail to result in identification and/or agreement on Terms and conditions for a suitable candidate, the appointment committee may proceed to do a direct appointment.

**4. Appointment Authority of Staff other than Senior Management Staff:** The Authority to employ people at the University for employees covered under this policy is with the Vice Chancellor. The Vice Chancellor may delegate some or all of this authority to appropriate officers of the University.

## 5. Establishing/De-establishing Positions

- 5.1. Each Faculty and Support Services Division of the University shall establish a Faculty /Division HR Review Committee, whose responsibility it shall be to regularly review staffing needs in the section in light of the contribution of the section to funding the operations of the section and the university generally. The HR Review Committee shall comprise the section head (or his/her nominee), and at least two senior employees in the next immediate level in the organisational hierarchy. It is the responsibility of the HR Department to ensure that such reviews take place at least on an annual basis. The Review Committee may be serviced by the HR Department.
- 5.2. A review may result in recommendations to the Vice Chancellor for:
  - a. confirmation of existing positions
  - b. establishment of new positions
  - c. de-establishment of existing positions
  - d. reclassification of positions, or/and
  - e. redefinition of positions/job descriptions
- 5.3. The review may also consider the section's organisational structure.
- 5.4. The review shall consider the work load of all existing staff in the section. Where overall work load is lower than the full-time workload as per the workload policy, the Review shall recommend reduction in the section staffing, whether this be through de-establishment of existing positions or not filling vacancies which arise until such time that the work load normalises.
- 5.5. Any report from the HR Review Committee that recommends the establishment of new positions or de-establishment of existing positions, or which has any other financial implication, shall be submitted to the Vice Chancellor no later than 30 August each year, for the next financial year.
- 5.6. New positions cannot be created outside of the budgetary approvals that contain provisions for new positions. The only exceptions to this are:
  - a. where programmes/projects are self-funding, where there is no budgetary impact, and where positions created are for the respective programme/project and lapse as the programme/project ends.
  - b. where growth in the section turns out to be more than what was budgeted; in such circumstances, the Section head may seek approval from the Vice Chancellor for the filling of additional positions on a temporary basis until the HR Review Committee considers the sustainability of the growth and makes due recommendations to the Vice Chancellor.
  - c. As approved by the Vice Chancellor on the basis of documented circumstances.

## 6. Vacancy Documentation and Advertising

- 6.1. HR needs arising through HR Review Exercise/HR Plan for the following year must be submitted through a single 'Personnel Requisition Form' (PRF) to OVC for approval no later than 30 August each year.
- 6.2. The HR Office shall advertise these positions comprehensively for the University by 15 November each year.
- 6.3. When a vacancy arises through resignation, the section head must advise the HR Department, through the Personnel Requisition Form (PRF), of the need to advertise and fill the vacancy.
- 6.4. For all positions vacated through resignations or termination of contracts, the section head is required to convene the HR Review Committee within 5 working days of the notification of the vacancy to consider:
  - a. the workload of existing staff,

- b. continuing need for the position,
  - c. the need to fill the position at a different level,
  - d. the need to fill the position on a different basis (e.g. on part-time basis), or
  - e. any other matter related to the vacancy.
- 6.5. The Personnel Requisition Form must accompany the section head's recommendation on the resignation. If a resignation is sent directly to the HR Office, or the Office of the Vice Chancellor, the relevant office must ensure that the section head is made aware of the resignation within 3 working days of the receipt of the resignation notice, and who shall then submit a PRF to the OVC. The PRF for the vacant position shall contain the recommendation of the HR Review Committee.
- 6.6. The HR Office shall advertise the position within 10 working days of the receipt of the approved PRF from the OVC.
- 6.7. As a general rule, all vacant positions are advertised. Other means may be used to enhance the field. Advertising the post helps communicate clearly and openly to the public the requirements of the position and the selection criteria.
- a. The methods for advertising the post shall include:
    - i. advertising in the local press (mandatory), and in international press and journals as deemed appropriate.
    - ii. advertising on the SINU website (mandatory)
    - iii. advertising through recruitment websites.
  - b. Head hunting, is encouraged by all with a direct stake in the positions, but no individual involved in this process shall give any undertaking of employment to any person.
  - c. Executive Search Recruitment Consultants may be utilised on a need basis. In using executive search, the following points shall be considered:
    - i. in selecting the search consultant, international search firms with good reputation, extensive global search experience and proven track record shall be considered;
    - ii. the consultant should show a commitment to diversity and equality issues, and demonstrate how such commitment is reflected in its practice and approach; and
    - iii. precise job description and person specifications should be agreed between the consultant and the Selection Committee.
  - d. Network Referrals: This is a widely used method in industry and government for identifying potential candidates. Possible referral sources may include senior executives of other business and public organizations.
  - e. Internal Candidates: All internal candidates shall be evaluated on the same basis vis-à-vis other candidates. CVs of internal candidates may be submitted by others, provided the candidate provides a consent note for this. CVs without consent notes shall not be considered.
  - f. Direct Appointment: This is a last resort method, where when all established sourcing methods fail to result in identification and/or agreement on Terms and conditions for a suitable candidate, the appointment committee may proceed to recommend a direct appointment.
- 6.8. No advertisement shall contain any protected personal character limitation for applications which are contrary to the principles laid down in the EEO Policy.
- 6.9. All advertisements will nominate:
- a. a closing date, which shall normally not be less than three weeks from the advertising date for all academic and middle to senior level support services positions, and not less than 2 weeks for junior support service positions. Shorter closing dates may be specified for positions which are readvertised.
  - b. a contact officer for interested persons to obtain more information from, including a copy of the Job Description;
  - c. the address to which applications must be submitted. This address is usually at the Human Resources Office.
- 6.10. All advertisements must comply with a standardized University format for job advertising.

## 7. Employment Application Processes

- 7.1. For salaried positions, the preferred mode of applying for jobs is through online applications available on the SINU website. Alternatively, an applicant may send the application via email using an authentic email address. Applicants may also send hardcopies of their applications.
- 7.2. For unestablished/wage or temporary positions, applicants are expected to submit the 'Application for Employment Form'. Applicants may also apply online.
- 7.3. Applications shall normally not be accepted after the nominated closing date. For clarity, the closing date is deemed to be the date stated on the advertisement for the position. Applications postmarked or emailed before this date are acceptable. Applications received after the closing date may be considered.

- 7.4. All online applications and applications with email addresses shall be acknowledged by the HR Office via email within one (1) week of the closing date of the application. Hardcopy applications, or applications without email addresses, may not be acknowledged.
- 7.5. The HR Department is responsible for all administration associated with advertising and pre-selection, and recording processes, including:
  - a. the creation and maintenance of a register of all applications, detailing date of receipt, action taken and status of the applications;
  - b. the holding of all original applications and associated documentation;
  - c. maintaining records of all relevant paperwork (job descriptions, standard forms, reference check details, approvals); and
  - d. constructing a standard assessment matrix for submission to the Screening Committee.

## 8. General Applications and Search

- 8.1. The University may maintain a file in each professional area, which would contain applications sent to the University without any reference to any specific job, or sent with the intention of getting a job at the University. Applicants would be removed from the list if they subsequently decline to express interest in working for the University or have been appointed to any position at the University.
- 8.2. The University may maintain a file of applicants worthy of appointment in each professional area, but who were eliminated during the screening process. Applicants shall be removed from the list if they subsequently decline to express interest in working for the University.
- 8.3. Applicants in these files may be contacted when appropriate/relevant vacancies arise to see if they would like to be considered for the vacant post; if the interest remains, their applications would be treated alongside the other applications received.
- 8.4. Section heads and other employees of the University are encouraged to circulate job advertisements as widely as they wish can, and encourage people to apply, without making any representation or providing any undertaking on the prospects of them being appointed. All head-hunted applicants would also go through the process of screening.

## 9. Assessment and Pre-Selection Processes

- 9.1. *Application Log*: The HR Office shall maintain full records of all applications received in a mail register.
- 9.2. *Selection Matrix*: Applicant's details are entered into an electronic matrix adopted for the specific purpose. This is the responsibility of the HRD. These matrices shall be filled within the following time frames:
  - a. For posts which attracted up to 12 applications, no later than 5 working days from the closing date of the applications;
  - b. For posts which attracted up to 24 applications, no later than 10 working days from the closing date of the applications;
  - c. For posts which attracted more than 24 applications, no later than 15 working days from the closing date of the applications;
- 9.3. *Shortlisting and Screening Applications*: The HR office shall note in the assessment matrix, those applicants who do not meet the minimum qualification requirement (MQR) for the position. These applicants shall not be considered further. The resulting list is the List of Eligible Candidates.
- 9.4. *Shortlist*: Each applicant on the List of Eligible Candidates, shall be assessed quantitatively by HR. This assessment is as per the points allocated on the selection matrix.
- 9.5. The full file of applicants, together with the selection matrix, the HRD's assessment of applications, the advertisement and the job description for the position, shall be sent to the Chair of the Screening Committee for consideration no later than:
  - a. 5 working days from the close of applications for positions with up to 12 applications;
  - b. 10 working days from the close of applications for positions with up to 24 applications;
  - c. 15 working days from the close of applications for positions with over 24 application
  - d. Where the number of applications or number of positions advertised is unreasonably high, a reasonable timeline may be set by the Vice Chancellor upon request.
- 9.6. One full file for the position shall always be maintained by the HR Office. This may be an electronic file.

## 10. Selection Processes

- 10.1. There shall be composed a Screening Committee for each position advertised.



- 10.2. Screening Committee for Salaried Employees shall comprise:
- Head of the section (Dean, etc) in which the vacancy arises, as Chair.
  - Section Head directly responsible for the appointee (school or department)
  - One other member of the department.
  - One member from another section of the University, appointed by the Vice Chancellor
  - HR Department Officer or a nominee of HR Department
- 10.3. Screening Committee for Wage Employees shall comprise:
- Head of section (Director/etc.) in which vacancy arises, as Chair;
  - Head of section directly responsible for the appointee'
  - One member from another section of the University, appointed by the Director of Human Resources; and
  - HR Department Officer or a nominee of HR Department
- 10.4. The HR Office shall also get all confidential referees reports for short-listed applicants in time for the Screening Committee meeting.
- 10.5. The Screening Committee shall examine the short list provided by the HR Office, and add other applications from the file who it considers are worthy of further assessment. The Screening Committee shall not exclude from the list any applicant who has been placed on the list by the HR Office except on account of not meeting the position MQR.
- 10.6. The candidates would be ranked by the scores they achieve in the quantitative assessment as shown by the % points each achieves via the assessment matrix. Achievements, attributes, experiences, skills, etc., that are considered are qualifications, work experience, research and publications (for academic positions), and job-hopping. The application matrix provides the weights that are given to various categories of attributes of applicants.
- 10.7. The Committee may decide to confirm the % points and recommend the applicant with the highest score for appointment to the Vice Chancellor.
- 10.8. Alternatively, the Committee may decide to interview 3 top ranked applicants.
- 10.9. Where interviews are considered necessary, the secretary of the Screening Committee shall arrange a time and place for any interview that may be necessary, and notify all members of the Committee of the shortlisted applicants and the time and place of interview.
- 10.10. Where applicants are interviewed, formal interview questions need to be prepared. Each applicant interviewed must be asked the same questions. All interview responses need to be recorded and assessment points noted by each Committee member. Candidate's merits/demerits shall only be discussed after each member provides the scores of those interviewed; never earlier than that. All scores would be provided after all applicants who were to be interviewed have been interviewed. The Chair shall summarise the scores and enter these in the assessment matrix.
- 10.11. The Screening Committee may decide to include tests (including aptitude tests for designated positions), exercises, presentations or demonstrations to enable better assessment of skills for certain positions.
- 10.12. For assessments where there is a clear ranking, the Committee may recommend the appointment of the highest ranked applicant, with next two top ranked as reserve candidates. It may also recommend a point within the salary band for each of the recommended applicants.
- 10.13. The Chair shall submit a report to the HR Office. The full file, together with the report, shall be sent back to the HR Department within 10 working days from the receipt of file from HR office for all positions.
- 10.14. If the Screening Committee needs additional time, it should seek an extension in writing from the Director responsible for HR.
- 10.15. The Committee shall not recommend any candidate to be appointed to any position other than those advertised for. If the Committee accesses the credentials of one or more applicants to be suitable for another rank than that advertised, it shall advise the Vice Chancellor of this in its report. The Vice Chancellor shall consider this report and make a determination on the basis of the needs of the University, provided that the determination shall not have the potential of preventing any citizen from an employment prospect at the rank determined.
- 10.16. The HR Office shall assess the report from the Chair of the Screening Committee, and submit its assessment to the Vice Chancellor for consideration. This submission shall be within 5 working days of receipt of the file from the Screening Committee. The HR report to the Vice Chancellor must include:
- Complete file of applicants
  - Complete application matrix, an excel version of the same to be simultaneously emailed to the Vice Chancellor
  - Recommendation, and the justification for the recommendation
  - If the candidates were interviewed, then a full record of the interviews
  - Any other matter the Committee feels needs to be reported for positions relating to the position.

## 11. Appointment

- 11.1. The Vice Chancellor may accept the recommendation of the Screening Committee, but is not bound to accept any or all recommendations. Where the Vice Chancellor does not accept the candidate recommended by the Screening Committee on credible grounds, the Vice Chancellor shall provide his reasons and send the file back to the Screening Committee, which shall consider the Vice Chancellor's reasons and carry out a further assessment of the applicants, addressing each of the grounds which the Vice Chancellor has submitted. The revised report of the Screening Committee shall be sent to the HR Office for its assessment and onward submission to the Vice Chancellor. The Vice Chancellor shall consider whether the Screening Committee has sufficiently addressed the matter(s) raised by him. Where the Vice Chancellor assesses that the Screening Committee has not sufficiently addressed the matters raised, he shall decide on further action to be taken. Further actions may include offering the position to the candidate who has scored the highest aggregate score on the application assessment matrix, convening an independent panel comprising at least 3 professors of the University to advise the Vice Chancellor on the panel's recommendation, or re-advertising.
- 11.2. The University aims to appoint the best applicant for any position. The best applicant is the one who has met the minimum qualifications requirement and who has scored the highest aggregate points in the application assessment matrix.
- 11.3. Once an applicant is endorsed by the Vice Chancellor, the Human Resources Director shall offer the successful candidate a contract of employment for the position.
- 11.4. Contract commencement shall be as per the needs of the section, but normally be at the beginning of each month to coincide with the new employee induction process.
- 11.5. No offer shall be made to any applicant, nor shall any applicant be communicated to by any member of the Committee or the HR Department, without formal approval of the appointment by the Vice Chancellor.
- 11.6. No person shall be asked by any section to commence work without a contract being duly entered into.
- 11.7. The HR office shall advise, through emails, all applicants who had provided their email addresses, of the outcome of their application.

## 12. Pre-employment Health & Police Screening

- 12.1. A job offer by the University is only confirmed upon the University receiving:
  - a. *Medical Report:* If the medical report certifies medical suitability of the applicant, the appointment shall be confirmed. If the medical report indicates lack of medical suitability, or provides conditional suitability, the offer shall be deemed to be rescinded, until and unless the physician issues a revised certificate or revises conditions of the certificate such that the condition does not present undue complications or hardships to the University, or advises that a remedial program has been initiated that will permit employment consistent with the University's needs. Candidates from outside Solomon Islands shall submit a report from a registered medical practitioner from their country and at their cost. It is the policy of the University not to discriminate against any applicant because of physical impairments except for positions that require physical fitness for the performance of one's duties
  - b. *Police Report:* Each candidate offered a job at the University is required to provide a police report from within the residential jurisdiction as specified in the job offer letter. Candidates with police reports that show adverse records during the immediate past 7 years, except in categories of crime related to their profession where past 12 years shall apply, may have the offers to them rescinded if there has been no evidence of successful rehabilitation.
- 12.2. Applicants found to be submitting falsified medical or police documents shall be deemed to have committed a gross misconduct.

## 13. Recruitment Benefits

- 13.1. There is no financial or other benefit payable to new recruits, irrespective of the place of recruitment.
- 13.2. To enable an employee to adjust, the University shall, if a new recruit requests, pay a salary advance equivalent to one month's salary, on the day a new recruit joins employment. The advance shall be deducted from the employee's salary over a period of 6 months.

**14. Indemnity:** The University shall indemnify each employee for acts and/or omissions of the employee on the condition that the employee works in good faith, within the policies of the University, within one's specific authority, and with the skill, dexterity, and standard of care required and expected of the profession.

**15. Records Management:** Documents relating to unsuccessful applicants (applications, interviewers notes, etc.) shall be retained by the HR Office for as long as an employee is active at the University, and thereafter, for a period of at least 6 years.

Screening Committee recommendations and the Vice Chancellor's approval documents shall be retained in perpetuity.

## 16. Temporary Employment

**16.1. Policy Statement:** From time to time, the University may need to fill a position based on a particular need at a particular time. These positions are not on the establishment but are necessary for smooth functioning of the University at that particular time. The University may employ candidates on temporary basis to fill this particular need.

**16.2. Guiding Principles:** The common situations where temporary positions will be required (but not limited to) are:

- a. specific project work, like research/clinical work for academics, external assessment, curriculum reviews, unexpected report submission deadlines, and building/property related work for the Properties department
- b. unscheduled departure of staff, e.g., staff absconding, terminations, etc.
- c. resignations of staff where the resignation period is such that it does not allow a replacement to be formally made,
- d. where staff are suspended as part of a disciplinary process,
- e. during advertisement and recruitment for established positions,
- f. where work needs to be carried out when staff are on mandatory leave,
- g. inability of established staff to carry out their JDs for reasons of competence or illnesses,
- h. unscheduled and/or unexpected work load in a section which can not be carried out effectively by the established staff, and
- i. new responsibilities and/or tasks or calls which arise on account of growth and expansion of the University.

### 16.3. Application and Selection to Temporary Employees

- a. Requests for temporary positions are made by head of Faculty/Division on a standard Personnel Requisition Form for approval by the Vice Chancellor.
- b. The requisition form must accompany the duly filled Employment Application Form, a current CV of the applicant and the justification for the position (including the section workload).
- c. The term of employment must be clearly specified.
- d. The selection of temporary staff shall be strictly on merit.
- e. Temporary employees must meet the MQRs for the specific position against which the temporary appointment is being made, or a comparable position if there is no specific position against which the application is made.

### 16.4. Period of Employment

- a. The period of temporary employment in most instances shall be no longer than 3 months at a time. The absolute maximum for a person to be employed in one temporary position for all categories other than project work, is 2 years. For project work, temporary positions shall continue until the project is completed.
- b. No extension shall be provided for any temporary employment, unless the Head of Faculty/Division can demonstrate that the need for the position still continues.
- c. Temporary employment with the University cannot be deemed to provide an expectation of full-time or permanent employment at the University. This shall be made clear in all temporary employment contracts.

### 16.5. Responsibilities

- a. The candidate shall provide an undertaking that his health and medical condition are satisfactory to the nature of employment to be undertaken, and that the candidate shall not make any claim against the University for medical costs, and that the candidate indemnifies the University from any claim arising against the University on account of events arising due to the health or medical condition of the employee.
- b. Any person who is recommended to hold a temporary position beyond 6 months, or is getting an extension after the first 6 months, would be required to provide a police clearance.

### 16.6. Remuneration

- a. Salaries for temporary positions will be as per the University's salary scales.
- b. Any payment other than the salary shall be as per the provisions of the Labour Act of Solomon Islands.

### 16.7. Termination

- a. The University reserves the right to terminate the period of temporary employment by giving notice as per the contractual provisions.

## 17. Fractional Employment

17.1. The University may employ people on fractional basis. Fractional employment provides flexibility to an employee to carry out specified work at the University, as well carry out work outside the University for a different set of remuneration.

17.2. Fractional employment is not to be deemed as temporary employment. Fractional employment is an arrangement of permanent employment, but one which provides for the employee to work for more than one employer, by working only for a fraction of the full-time work hours at the University.

17.3. The terms of the fractional appointment shall specify the time that is required to be spent at the University on teaching/learning, etc., activities.

### 17.4. Application and Selection of Fractional Employees

- a. Requests for fractional employment are made by head of Faculty/Division on a standard Personnel Requisition Form for approval by the Vice Chancellor.
- b. The requisition form must accompany the duly filled Employment Application Form, a current CV of the applicant and the justification for the position (including the section workload).
- c. The selection of a fractional employee shall be strictly on merit.
- d. Fractional employees must meet the MQRs for the specific position against which the appointment is being made, or a comparable position if there is no specific position against which the application is made.

### 17.5. Period of Employment

- a. The period of fractional employment can be upto a period of 3 years, renewable on mutual agreement.
- b. A fractional employee may opt for full-time (100%) engagement with the University, were there to be, as assessed by the respective Dean, adequate work for a full time engagement.

### 17.6. Responsibilities: The fractional employee shall

- a. Receive formal orientation, including orientation to the philosophy and work practices of the University, and shall be provided with a conducive working environment, including working space, requisite equipment for his/her work, and mentoring.
- b. Adhere to all regulations, policies and procedures of the University.
- c. Demonstrate willingness to exhibit ownership of SINU locally, regionally and globally.
- d. Be covered by the University's insurance cover against accidents or injury sustained by the worker during the course of only the designated work at the University.
- e. For the portion of the time the employee is not working for the University, the employee shall indemnify the University from any claims arising from professional conduct of the employee.
- f. Receive the respective fraction of all statutory benefits which are provided for in law.
- g. Review the respective fraction of any medical cover which the University puts in place for its employees.

### 17.7. Remuneration

- a. Salaries for fractional positions will be determined with reference to the University's salary scales.

### 17.8. Termination

- a. The University reserves the right to terminate the period of fractional employment by giving notice as per the contractual provisions.

## 18. Honorary Positions

18.1. **Guiding Principles:** To capitalise on the benefits of having adjunct, visiting, and retired positions at the University, and to lift SINU's academic profile, SINU institutes the following honorary positions:

- a. Adjunct Positions: Adjunct Professor, Adjunct Associate Professor, Adjunct Assistant Professor/Senior Lecturer/Principal Lecturer, Adjunct Lecturer, Adjunct Fellow; Adjunct Senior Fellow, and Adjunct Professorial Fellow.
- b. Visiting Positions: Visiting Professor, Visiting Associate Professor, Visiting Assistant Professor/Senior Lecturer/Principal Lecturer, and Visiting Lecturer.
- c. Fellows: Research Fellow, Senior Fellow, and Professorial Fellow.
- d. Distinguished Retired Staff: Professor Emeritus/Emerita, Associate Professor Emeritus/Emerita, Assistant Professor Emeritus/Emerita, and Lecturer Emeritus/Emerita.

### 18.2. Adjunct Positions:

- a. Adjunct appointments are made under the authority of the Vice Chancellor.
- b. The terms and conditions of adjunct positions are to be negotiated between the parties, but as an operating

- principle, these positions are honorary positions where the appointee is associated with SINU in name and title.
- c. The adjunct may do specific work for the SINU on request basis, or may provide solicited or unsolicited advice to the Vice Chancellor or the Faculty Deans, or Heads of Schools/Departments/Centres to which they are affiliated.
  - d. The adjunct may also be asked to be based at SINU for brief periods.
  - e. Any remuneration for work at SINU would be pegged at the associated rank, pro-rated for the period the adjunct works at SINU. For work done from distance, a reasonable honorarium commensurate with the value of the work would be paid. The Vice Chancellor shall be responsible for fixing this honorarium or remuneration, on the recommendation of the section in which the adjunct is attached.

### 18.3. Visiting and Fellow Positions

- a. Visiting and Fellow position appointments are made under the authority of the Vice Chancellor.
- b. The terms and conditions of these positions are to be negotiated between the parties, but as an operating principle, the net gains from such visiting positions should always be in favour of SINU.
- c. Any remuneration paid for work done at SINU would be pegged at the associated full rank, pro-rated for the period the visitor/fellow worked for SINU. The Vice Chancellor shall be responsible for fixing this honorarium or remuneration.
- d. Visiting positions may not be held for more than 36 months at a time, while fellowships may be held for a longer period, but each for a clearly defined research project. The primary determinants in making visiting or fellow appointments are prestige and status, or financial endowments or research grants.
- e. It shall be the responsibility of the Vice Chancellor to ensure that no visiting position or positions of fellows are offered without being thoroughly satisfied that this would add a net value to SINU, and that the achievements of the person(s) are of a level suitable for such appointments.

### 18.4. Retired Staff and Emeritus/Emerita titles

- a. Emeritus/Emerita titles are awarded to distinguished staff who have made a significant and sustained contribution to SINU's standing through their research, publications, patenting, and industry consulting. Merely teaching/training does not qualify a retiring staff to an emeritus/emmerita status.
- b. Persons holding these titles shall be entitled to the following privileges of the University: access to the University, library rights, office space and equipment, internet and computing facilities, and University business cards carrying the emeritus/emmerita title.
- c. Persons holding such positions may not work for the University in any full-time capacity. They may, however, be called upon to do specific work, or a defined project work, or be involved in mentoring of staff or senior students, or in completion of a research project that commenced earlier, or in preparing results from a prior project for publication. For such work, the persons shall be paid at the normal hourly rate for part-time staff at the various ranks. If the work involves full-time work for a brief period, but not exceeding one semester, the payment shall be commensurate to the full academic rank prorated for the period so worked.
- d. The award of emeritus/emmerita titles is made upon the recommendation of the Vice Chancellor and endorsement of the University Senate. Nominations for the award of emeritus/emmerita positions may be made to the Vice Chancellor by staff of the University.
- e. Teaching staff who have devoted over 20 years of their lives to teaching/training at SINU, and support services staff above the rank of Officer who have worked at SINU for over 20 years, may be associated with the University upon retirement. While they would not be offered any honorary position, their association will be by virtue of "Retired" title, styled "Rank - Retired, year". This shall entitle them access to the University, library rights, office space and equipment, internet and computing facilities, and University business cards carrying the "Rank – Retired, [Year]" after or below their names.

**Policy No.: HR-Emp-03**  
**WORKPLACE ATTACHMENT POLICY**

**1. Policy Statement**

- 1.1. The University may accept requests from bona fide students of tertiary or vocational institutions for work attachments at the University under the guiding principles contained in this policy.

**2. Guiding Principles**

- 2.1. Attachments will be offered only in line with the University's programmes and activities.
- 2.2. A restricted number of attachees would be allowed at the University for a specific period of time taking into account considerations of space, mentorship and equipment.
- 2.3. Where the request for attachment is greater than the number of places available, acceptance shall be determined solely by academic merit.
- 2.4. Attachments shall be considered only in the major area of the applicant's study, supported by a letter from the institution.
- 2.5. An attachment is not an employment with the University. The attachee's status remains that of a student who is fulfilling the conditions necessary for graduation from his/her programme of studies.

**3. Application and Selection**

- 3.1. Attachment applications shall be considered at least quarterly, for batches of applications received by the last working day of January, April, August, and November.
- 3.2. Applications shall be made through the 'Job attachment Application Form'. Applications shall be valid for a period of twelve months from the date the forms are received by the University.
- 3.3. In order to be eligible for an attachment at the University, applicants must:
  - a. be a student of a tertiary or vocational institution in the Pacific region.
  - b. have attained the legal age of employment in Solomon Islands;
  - c. be competent in English (except where the area of study of the student is a language other than English), and
  - d. provide either an undertaking by the tertiary/vocational institution, or an undertaking by the student and/or his/her parent/guardian/sponsor that the student's health and medical conditions are satisfactory to the nature of attachment to be undertaken, and that the student shall not make any claim against the University for medical costs.

4. **Selection:** The selection of attachees shall be strictly on academic merit and/or the criteria of merit suitable for the vocation the student is studying/training in.

**5. Attachment Period**

- 5.1. The period of attachment shall be strictly for the duration that the course/programme of study requires for successful completion of the programme.
- 5.2. Where no such period is specified in the programme of study, the maximum period of attachment shall be 6 months.
- 5.3. No extension shall be provided for any attachment, unless the student receives an unsatisfactory report from the supervisor, and the institution to which the student belongs, requests for an extension for the student to meet the conditions placed on the attachment.
- 5.4. The attachment shall be documented by a contract of attachment between the University and the attachee.
- 5.5. An attachment with the University cannot be deemed to provide an expectation of employment at the University, or be deemed to be a period that the student can consider as work experience in any application for employment with the University. An attachment is strictly a part of the student's studying/training requirements.

**6. Responsibilities**

- 6.1. Attachees shall receive formal orientation, including orientation to the philosophy and work practices of the University, and shall be provided with a conducive working environment, including a working space, requisite equipment for her/his attachment, and mentoring.
- 6.2. Attachees shall adhere to all regulations, policies and procedures of the University.
- 6.3. Attachees shall demonstrate willingness to fully and actively participate in the learning experience provided by the University, and shall always demonstrate their ability to work in a multilingual and multicultural environment.
- 6.4. Attachees cannot represent the University in any capacity other than as a student attachee of the University. They also can not represent the University at any public event without the prior written consent of his/her supervisor.
- 6.5. Attachees shall be covered by the University's insurance cover against accidents or injuries sustained by the attachee during the course of designated work attachment during official hours. They are not entitled to any other benefit.

7. **Remuneration:** Attachees are not entitled to any remuneration during the period of the attachment. The University, however, may consider providing attachees a stipend as it may determine from time to time.

8. **Termination:** The University reserves the right to terminate the period of attachment for any attachee for just cause.

**Policy No.: HR-Emp-04**  
**APPRENTICESHIP POLICY**

**1. Policy Statement**

- 1.1. The University may put in place an apprentice system under which it recruits young people to be apprentices in various trades and/or vocations.

**2. Guiding Principles**

- 2.1. A certain number of apprentices may be engaged at the University.  
 2.2. Where this policy is silent, apprenticeship system shall be guided by the national laws on apprentices.

**3. Application and Selection**

- 3.1. In trades/vocations where apprenticeship system would be put in place, applications shall be considered at least annually  
 3.2. Applications shall be made through the 'Apprentices Application Form'.  
 3.3. In order to be eligible for an attachment at the University, applicants must:
- a. Meet the entry requirements for the respective trade/vocation programme which must be completed by the apprentice.
  - b. Have attained the legal age for apprentices in Solomon Islands, and shall be no older than 30 years.
  - c. be competent in English, and
  - d. provide an undertaking by the student and/or his/her parent/guardian/sponsor that the student's health and medical conditions are satisfactory to the nature of apprenticeship to be undertaken, and that the student shall not make any claim against the University for medical costs.

4. **Selection:** The selection of apprentices shall be strictly on merit and/or the criteria of merit suitable for the respective vocation.

**5. Remuneration and Bonds**

- 5.1. Apprentices shall be paid as per the law on payments for apprentices.  
 5.2. An apprenticeship with the University is deemed to provide an expectation of employment at the University.  
 5.3. An apprentice is expected to remain in the University's employment for a period which is the same as the period of apprenticeship.  
 5.4. An apprentice who either breaks his/her apprenticeship before completing the programme, or resigns upon employment before the bond with the University is served, shall be required to pay a compensation equivalent to the balance of the bond sum.

**6. Responsibilities**

- 6.1. Apprentices shall receive formal orientation, including orientation to the philosophy and work practices of the University, and shall be provided with a conducive working environment, including a working space, requisite equipment for her/his attachment, and mentoring.  
 6.2. Apprentices must provide for their own basic PPE and basic tools to perform the required tasks safely. In the absence of that necessary agreements shall be made for re-imburement to the university for these items.  
 6.3. Apprentices shall adhere to all regulations, policies and procedures of the University.  
 6.4. Apprentices shall demonstrate willingness to fully and actively participate in the learning experience provided by the University, and shall always demonstrate their ability to work in a multilingual and multicultural environment.  
 6.5. Apprentices cannot represent the University in any capacity other than as an apprentice of the University. They also can not represent the University at any public event without the prior written consent of his/her supervisor.  
 6.6. Apprentices shall be covered by the University's insurance cover against accidents or injuries sustained by the apprentice during the course of designated work during official hours. They are not entitled to any other benefit.  
 6.7. Apprentices must sign an "apprenticeship contract agreement" with the University prior to being engaged.

7. **Termination:** The University reserves the right to terminate an apprenticeship for just cause.

**Policy No.: HR-Emp-05**  
**VOLUNTEER WORK POLICY**

## 1. Policy Statement

- 1.1. The University may accept applications from graduates from tertiary or vocational institutions to do voluntary work for the University. The primary objective of accepting volunteers is to provide the volunteer an opportunity to gain work experience which may be of value to the volunteer in seeking job opportunities elsewhere, and also be of value to the Pacific region in terms of providing work experience to young entrants into the job market.
- 1.2. The University may also engage experienced persons in various fields as volunteers to assist University employees and students gain useful knowledge, skills and education that experienced professionals bring. Such volunteers may be local or expatriate.
- 1.3. The University also caters for University students to volunteer for work at the University under the University's Student Financial Aid Scheme.

## 2. New Graduates as Volunteers

- 2.1. Guiding Principles: A restricted number of volunteers would be allowed at the University for a specific period of time taking into consideration the availability of space, mentorship and equipment. Where the request for volunteer work is greater than the number of places available, acceptance shall be determined solely by academic merit.
- 2.2. Application: Applications for volunteer work shall be considered at least 4 times a year, for batches of applications received by the last working day of January, April, August, and November. Applications shall be through the Volunteer Work Application Form. Applications shall be valid for a period of twelve months from the date they are received by the University. In order to be eligible for volunteer work, applicants must have attained the legal age of employment in Solomon Islands, and have competencies in English.
- 2.3. Selection: The selection of volunteers shall be strictly on academic merit and/or the criteria of merit suitable for the vocation in which the person is trained.
- 2.4. Volunteer Period: The minimum period of a volunteer work is 3 months and the maximum period is two years. No extension is provided for any volunteer work, unless the volunteer is a part of an approved volunteer work programme.
- 2.5. Volunteer Contract: The volunteer work shall be documented by a contract of volunteer work between the University and the volunteer.
- 2.6. Expectation: Volunteer work with the University can not be deemed to provide an expectation of employment at the University.

## 3. Senior Volunteers

- 3.1. Guiding Principles: The University has provision for a number of senior volunteers in various areas in which the University can gain from the education, knowledge and skills of senior professionals. For senior volunteers, the University may seek organisations to sponsor volunteers, or may seek individual volunteers. In order to be eligible for volunteer work, applicants must be able to communicate in English.
- 3.2. Volunteer Period: The period of engagement of senior volunteers is flexible.
- 3.3. Terms and Conditions: The terms and conditions of senior volunteers is flexible and depends on the nature of the volunteer work, the expertise of the volunteer, the extent of support provided by any external source, and the financial strength of the University.

## 4. Volunteers Under Student Financial Aid Scheme

- 4.1. **Guiding Principles:** The University provides for University students under the University's Student Financial Aid Scheme to volunteer for work at the University. The aim is to provide an opportunity to students to study at the University who otherwise would find it difficult to study on account of financial constraints.
- 4.2. **Volunteer Period:** The period of such volunteer work shall be the period of the studentship of the student, or the period that a student requires to pay off all his/her tuition and other debts to the University. Full-time students shall be engaged as volunteer workers for a period that is no more than 20 hours per week during terms, and a period that is mutually acceptable to the University and the Student during non-term periods.
- 4.3. Responsibilities: Volunteer workers shall:
  - a. receive formal orientation, including orientation to the philosophy and work practices of the University, and shall be provided with a conducive working environment, including working space, requisite equipment for his/her work, and mentoring.



- b. adhere to all regulations, policies and procedures of the University.
- c. demonstrate willingness to fully and actively participate in the learning experience provided by the University, and shall always demonstrate their ability to work in a multilingual and multicultural environment.
- d. not represent the University in any capacity other than as a volunteer worker at the University, nor shall they represent the University at any public event without the prior written consent of his/her supervisor.
- e. Volunteer workers shall be covered by the University's insurance cover against accidents or injury sustained by the worker during the course of designated work during official hours and any medical scheme that the University may have in place for its workforce.

## 5. Remuneration

5.1. Volunteers are not entitled to any remuneration during the period of work at the University. The University, however, may consider providing volunteers a stipend as it may determine from time to time.

5.2. Senior Volunteers:

- a. If Senior Volunteers are coming through an organisation, the remuneration shall be negotiated between the organisation and SINU.
- b. If the Senior Volunteers are recruited on an individual basis, the remuneration shall be in proportion to the salary of a similar full time position which the University may decide from time to time.

## 6. Termination

6.1. The University reserves the right to terminate a volunteer worker's period of stay at the University without providing any explanation to the worker.

## 7. Volunteers from Abroad

7.1. Overseas volunteers would be considered on a case-by-case basis.

**Policy No.: HR-Emp-06**  
**INTERNSHIP POLICY**

**1. Policy Statement**

- 1.1. As part of its social obligation to nurture exceptionally bright graduates in Solomon Islands, the University may accept applications from new graduates from tertiary or vocational institutions for internships at the University.
- 1.2. The primary objective of the internship scheme is to provide exceptionally bright graduates an opportunity to gain work experience in a high-value work environment to sharpen the skills of the graduates.

**2. Guiding Principles:**

- 2.1. A restricted number of interns would be allowed at the University for a specific period of time taking into account considerations of space, mentorship and equipment.
- 2.2. Where the request for internship is greater than the number of places available, acceptance shall be determined solely by academic merit.

**3. Application**

- 3.1. Applications for internship shall be considered 4 times a year, for batches of applications received by the last working day of January, April, August, and November.
- 3.2. Applications shall be through the Internship Application Form. Applications shall be valid for a period of six months from the date they are received by the University.
- 3.3. In order to be eligible for an internship at the University, applicants must:
  - a. Be graduates of tertiary and/or vocational institutions.
  - b. Have a GPA of at least 3.5 in the major area of study in the student's graduation.
  - c. Be fluent in English.
  - d. Have not worked for remuneration (inclusive of self-employment) for a continuous period of more than 9 months in Solomon Islands.

4. **Selection:** The selection of interns shall be strictly on academic merit and/or the criteria of merit suitable for the vocation in which the person is trained.

**5. Internship Period**

- 5.1. The minimum period of an internship is 3 months and the maximum period is two years. No extension is provided for any internship. An intern who departs the internship in a period less than 3 months shall be liable to pay the University the balance of the remuneration for the period between the date of departure and the 3 month notice period, at the rate he/she was remunerated.
- 5.2. The internship shall be documented by a contract of internship between the University and the intern.
- 5.3. An internship with the University cannot be deemed to provide an expectation of employment at the University.

**6. Responsibilities**

- 6.1. Interns shall receive formal orientation, including orientation to the philosophy and work practices of the University, and shall be provided with a conducive working environment, including a working space, requisite equipment for his/her work, and mentoring.
- 6.2. Interns shall adhere to all regulations, policies and procedures of the University. They shall demonstrate willingness to fully and actively participate in the learning experience provided by the University, and shall always demonstrate their ability to work in a multilingual and multicultural environment.
- 6.3. Interns cannot represent the University in any capacity other than as an intern at the University, nor represent the University at any public event without the prior written consent of his/her supervisor.
- 6.4. Interns shall be covered by the University's insurance cover against accidents or injury sustained by the worker during the course of designated work during official hours, and the University's medical insurance scheme if the University establishes any university-wide medical insurance scheme.

7. **Remuneration:** Interns shall be remunerated at rates the University establishes from time to time within its remuneration policy. Interns are entitled to all statutory entitlements, including superannuation, and annual leave pay if the intern stays for a period of one complete year.

8. **Termination:** The University reserves the right to terminate the engagement of an intern at any time. Interns may terminate their contract by providing at least one week's written notice to the University, provided that any resignation during the first 3 months of the internship shall attract the penalty stipulated specified above.

9. **Potential employment:** Interns shall undertake not to accept employment at the University for a period of 3 months from the commencement of the internship.

10. **Training activity:** Interns are entitled to participate in training activities carried out at the University.

**Policy No.: HR-Emp-07**  
**GRADUATE TEACHING ASSISTANT'S POLICY**

**1. Policy Statement**

- 1.1. As part of its effort to nurture exceptionally bright graduates, the University shall engage a limited number of such graduates as graduate teaching assistants (GTA).
- 1.2. The primary objective of the GTA policy is to provide for the engagement of university graduates to work at the University while undertaking their postgraduate studies at the University.

**2. Guiding Principles**

- 2.1. The University shall determine the number of GTA positions available at the University each year. Graduates selected for these positions shall be required to teach for a maximum of 12 hours per week, and spend the rest of the time studying at a higher level (PGD, Master's or PhD degree).

**3. Application**

- 3.1. Applications for GTA shall be considered as and when applications for the positions are called.
- 3.2. In order to be eligible for a GTA position at the University, applicants must:
  - a. Be graduates from a university with at least a bachelor's degree or higher.
  - b. Have a GPA of at least 3.5 in the major area of study in the student's graduation.

**4. Selection:** The selection of GTAs shall be strictly on academic merit.

**5. GTA Period:** The maximum period for GTAs that leads to a PGD is 2 years, a GTA for a Master's degree is 3 years, and a GTA for a doctorate degree is 5 years. Each of these may be extended up to a maximum of 40% of the time if there are good reasons for the extension.

**6. Status:** GTAs are, for all intents and purposes, students of the University, who engage in part-time employment at the University.

**7. Responsibilities**

- 7.1. GTAs shall receive formal orientation, including orientation to the philosophy and work practices of the University, and provided with a conducive working environment, including a working space, requisite work equipment, and mentoring.
- 7.2. GTAs shall adhere to all regulations, policies and procedures of the University.
- 7.3. GTAs shall demonstrate willingness to fully and actively participate in the learning experiences provided by the University.
- 7.4. GTAs shall always demonstrate their ability to work in a multilingual and multicultural environment.
- 7.5. GTAs cannot represent the University in any capacity other than as a GTA at the University, nor represent the University at any public event without the prior written consent of his/her supervisor.
- 7.6. GTAs shall be covered under the University's insurance cover against accidents or injury sustained during the course of designated work during official hours; any cover for medical insurance shall be as per their contracts of engagement.

**8. Remuneration:** GTAs shall be remunerated at rates that apply to interns.

**9. Termination:** The University reserves, within the provisions of policies and the law, the right to terminate the engagement of a GTA for under-performance or breach of policies. GTAs may terminate their contract with the University by giving at least a 3 month written notice to the University.

**10. Potential employment:** GTAs may have a legitimate expectation of employment at the University. However, they shall compete for jobs within the University with other applicants. There shall be no automatic transition from being a GTA to a full-time employee.

**11. Training activity:** GTAs are entitled to participate in training activities carried out at the University during their stay at the University.

**Policy No.: HR-Emp-08**  
**OUTSIDE WORK POLICY**

**1. Principle**

- 1.1. Employment at the University, other than for part-time employment, is a whole-time employment. The University maintains the right to call employees to work at any hour or any day where the need arises. No full time employee shall undertake any work, whether for remuneration or not, outside the University.
- 1.2. Full-time employees in the Higher Education (HE) and Medicine, Engineering, Law (MEL) streams of teaching staff, however, may undertake outside work within the provisions of this policy.
- 1.3. This policy applies only to employees in the HE and MEL stream of teaching staff. The provision for outside work for all other employees is provided in *Staff Industrial Attachment Policy*.
- 1.4. Full-time employees in the Support Services sections who intend to undertake any work, whether for remuneration or not, shall apply in writing to the Director of Human Resources for permission to undertake such work.

**2. Context**

- 2.1. The University recognises that in order to maintain the currency of their professional skills, academics may need ongoing experience in the industry through participation in activities related to their professions and teaching specialties, working in the industry, or consulting for the industry.
- 2.2. The University encourages its HE and MEL stream employees to engage with industry through various means, with the intention of keeping current their skills and abilities.

**3. Policy**

- 3.1. The University allows its academic employees in the HE and MEL streams opportunities to work outside the University in the subject areas the employees are engaged in teaching/researching.
- 3.2. In exceptional circumstances, teaching employees from the TVET stream, and employees from the Support Services sections (non-teaching areas) may be provided with opportunities for outside work.
- 3.3. Outside work may include setting and/or holding private practice in a relevant profession.
- 3.4. Every employee granted permission for outside work shall provide appropriate indemnity for the University.
- 3.5. All outside work shall be guided by the same conditions that apply to consultancies undertaken by University employees as per the Intellectual Property Policy.
- 3.6. The opportunity to work outside is a privilege and not a right, and the employee must ensure that any outside work or private practice work does not interfere with his/her regular academic responsibilities.

**4. Procedures**

- 4.1. Employees wishing to undertake industry engagement through industry attachment, work consultancy, or any other means, whether for remuneration or not, shall apply through their supervisor and the respective Dean, to the Vice Chancellor. The application must provide reasons such engagement with industry is necessary for the employee to maintain currency in the profession and provide a statement on the lack of any viable or efficient alternative for the employee to keep current the experience and knowledge of his/her profession.
- 4.2. No employee shall commence outside work without written approval from the Vice Chancellor before they undertake any such activity; such approval may be conditional, in which case the employee needs to abide by the conditions.
- 4.3. No approval shall be provided if the activity is in any way in conflict with the objectives of the University, or the core business of the University, or would have any adverse impact on the work or job description of the employee except where the Vice Chancellor provides written approval for such activity.

**5. Application of this Policy**

- 5.1. This policy applies to full-time employees of the University.
- 5.2. The University may employ people on fractional basis. The terms of the fractional appointment shall specify the time that is required to be spent at the University on teaching/learning activities.

**Policy No.: HR-Emp-09**  
**STUDY BENEFIT POLICY**

## 1. Policy Statement and Objective

- 1.1. The University regards continuing study as capacity building, which is essential in keeping the University moving forward to meet the requirements of continuously changing labour market needs and to be competent with job requirements in an environment of rapidly evolving technology.
- 1.2. The University recognises that the need for its employees to upgrade their skills and education and to keep their skills current will be of benefit to the University community and stakeholders.
- 1.3. Studies referred to in this policy include all studies, whether for credit or not, whether funded by the University or not, whether at the University or at any other institution, and whether through face-to-face or online/distance mode.
- 1.4. While the University encourages employees to continue studies, undertaking any study may have an impact on the immediate work output of an employee. As such any full-time employee wishing to undertake a formal programme of study, whether for credit or not, whether funded by the University or not, and whether through face-to-face or online/distance mode, shall need to seek approval for such studies, through the prescribed processes.

## 2. Policy

- 2.1. While engaged in full-time employment, no employee shall enrol in any full-time study at any tertiary institution, or enrol in part-time studies at a number of institutions which collectively would add to effective full-time study.
- 2.2. Employees may undertake part-time studies under the following conditions:
  - a. Any full-time employee wishing to undertake a formal study on a part-time basis shall seek approval for such studies, through the prescribed forms, from their supervisors, and advise the HR Office of such approval being granted.
  - b. New employees who are enrolled for any study anywhere on the date of their employment must declare their study load to their supervisor and DHR as soon as appointed to the position, and seek approval for continuation of the study. No tuition refunds will be paid for such study.
  - c. Employees proceeding on part-time study shall have the options of maintaining their full salaries during this period and carrying a full-time workload but studying for no more than 1 unit or 10 credit points at a time per term.
  - d. Permission shall be granted by supervisors to full-time employees to undertake part-time study only in areas directly relevant to the employee's areas of work.
  - e. Supervisors shall not grant approval to full-time employees to undertake a part-time study load that is greater than one-quarter of the normal full-time student load in the intended programme of study.
  - f. Applications for part-time study loads that are greater than one-quarter shall be made to the Director of Human Resources through the section head. The Director shall not grant any approval for a load greater than 33% of the normal full-time student load in the intended programme.
  - g. Applications for part-time study loads greater than 33% shall be made to the Vice Chancellor, through the section heads and the Director of Human Resources.
  - h. For clarity, such approvals for study shall not be construed to mean approval for tuition refunds or leaves.
- 2.3. Supervisors shall not unduly restrict employees from undertaking studies. The only reasons for declining an application for undertaking studies are, first, that the study(ies) would have a noticeably negative impact on the work performance and productivity of the employee, and second, that an approval will breach other provisions of this policy.
- 2.4. Employees who study on a part-time basis but maintain full-time work, qualify for a maximum of two days per unit or two days per 10 credit points per semester, as study leave on full pay, which is up to a maximum of 4 days per year as per the leave policy. Employees found to be carrying study loads over the approved load, or in contravention of this policy shall be deemed guilty of misconduct.
- 2.5. The University has two facilities for study on a longer term basis:
  - a. full-time study, during which the employee proceeds on leave to study full-time;
  - b. part-time study leave, during which the employee proceeds on leave to study on a part-time basis.
  - c. This leave shall be regarded as a privileged benefit; it shall be granted as per the Study Leave Policy.

## 3. Remuneration

- 3.1. Employees who have not been able to secure a scholarship or financial assistance to study and who decide to undertake part-time studies shall receive, upon application, refunds of the tuition fee paid by them for studies at the University, and for studies at other institutions if the course/unit/programme is not offered at the University but study for which is approved

by the University, provided that the student passes the unit/course/programme as per the Remuneration and Benefits Policy.

- 3.2. Employees who have completed at least one third of their programme at another institution would need to transfer to SINU to continue receiving the benefits under this scheme.
  - 3.3. Except as provided in 3.1 above, no refund of tuition fee shall be made for units undertaken at another institution for which equivalent units are available at SINU.
4. **Application:** This policy applies to all full-time employees of the University with contract terms of three years.

**Policy No.: HR-Emp-10**  
**INDUCTION POLICY**

**1. Policy Statement**

1.1. The University aims to ensure that every employee recruited is fully advised on all matters relevant to the position through an induction process that includes a complete exposure to the University policies and procedures.

**2. Purpose**

2.1. The aim of this policy is to provide new employees the opportunity to familiarise themselves with the University.

**3. Application**

3.1. This policy applies to all newly appointed employees of the University.

**4. Procedure**

4.1. Upon signing of the contract by a new employee, the HR office shall issue an Induction Kit to the employee, which shall include a brief overview of the University, relevant policies and procedures, the staff handbook and other items of interest to a new employee.

4.2. The employee shall be introduced to the relevant Section Head (Dean, Director, Manager, PVCA, PVCC, VC), who shall then introduce the employee to the department heads and other employees.

4.3. Induction workshops shall be held regularly by the HR Office for all categories of new employees.

4.4. It is compulsory for new employees to attend one induction workshop during the first three months of their employment at the University.

4.5. All employees recruited on temporary or part-time basis shall undergo induction within the first two weeks of employment

**Policy No.: HR-Emp-11**  
**EMPLOYEE RETENTION POLICY**

1. **Policy Statement:** The University aims to retain its employees till retirement age, as long as their performances are within acceptable limits, and there is a need for the skill(s) an employee possesses.
2. **Purpose:** The aim of this policy is to prevent the loss of competent employees from the University.
3. **Application:** This policy applies to all full-time employees of the University.
4. **Responsibility of Managers**
  - 4.1. Each Section Head (Vice Chancellor, PVCs, Deans, Directors) shall maintain an open door policy for employees to discuss their career paths at the University.
  - 4.2. Managers shall always provide confidence to employees that as long as the employee maintains performance levels that are at least satisfactory, and as long as the skills the employee has are needed by the University, their jobs at the University are secure to the retirement date.
5. **Responsibility of HRD**
  - 5.1. The University's Human Resources Department shall ensure that each employee has the opportunity to articulate his/her career aspirations, and how these can be achieved within the SINU employment framework.
6. **Employees with Inducements or Market Force Allowances**
  - 6.1. All positions that have employees who get inducements and/or market force allowances and whose performances are satisfactory, shall be provided the option of accepting contract renewals without inducements/market force allowances. This option shall be exercised by the employee concerned, without prompting from the University, up to but no later than 12 months before the expiry of the contract.
  - 6.2. If the employee decides not to accept the option of working on normal terms, the jobs shall be advertised. The advertisements shall be at least nine months prior to the expiry of the contract.
  - 6.3. The best applicant shall be selected for the position.
7. **HR Risk Assessment Reports**
  - 7.1. Each section head is required to carry out a HR risk assessment regularly. This must address the national, regional and international markets for various skills which the section needs to function effectively.
  - 7.2. HR Risk Assessment Reports shall contain recommendations that the Section Heads feel necessary to counter adverse HR possibilities.
  - 7.3. Formal HR risk reports shall be submitted by the Section Heads (PVCs, Deans, Directors) to the Vice Chancellor each quarter.
8. **Employee Retention**
  - 8.1. The HR Risk Assessment reports shall contribute to the determination of employee retention strategies and activities.
  - 8.2. All employee retention strategies and activities shall be reviewed annually by the HR Division.



**Policy No.: HR-Emp-12**  
**RESIGNATION POLICY**

**1. Policy Guidelines**

- 1.1. An employee wishing to resign from employment at the University in good standing should submit a signed and dated resignation letter or statement of intention to resign to the Director of Human Resources through his/her immediate section head as per his/her contract.
- 1.2. Verbal resignation is not an acceptable form of resignation. Email or online resignations are acceptable. If an employee ceases to attend to work on the strength of a verbal resignation, the University shall treat such termination as abandonment of employment.

**2. Application**

- 2.1. The resignation policy applies to all employees with contracts of employment of three years.
- 2.2. The resignation periods given below (section 3 (Academic), 4 (SS), 5(UE), 6 (SMG) applies to all employees with contracts of employment for three years.
- 2.3. The resignation period for Project employees is one week.
- 2.4. For employees on contracts of less than three years, the resignation period shall be specified in each contract of employment. The following criteria shall be applicable:
  - a. Contracts up to 3 months – one week
  - b. Contracts up to 6 months – 2 weeks
  - c. Contracts from 6 months to 3 years – one month

**3. Academic Stream Employees**

- 3.1. An employee other than a Dean may resign from the University by giving not less than three (3) months written notice, excluding any period of unutilised leave, of the date on which the employee proposes to terminate the contract.
- 3.2. The University reserves the right to refuse to terminate any Employment Contract during the teaching and result assessment period in which the employee is teaching or is scheduled to teach.

**4. Support Services Employees**

- 4.1. An employee, other than a Director, may resign from the University by giving not less than the following periods of written notice, excluding any period of unutilized leave, of the date on which the employee proposes to terminate the contract:
  - a. for all employees at or above the rank of 'Officer', three months.
  - b. for employees below 'Officer' rank, 30 consecutive days.
- 4.2. The University reserves the right to refuse to accept the resignation during the scheduled enrolment periods, or examination periods, or the University's scheduled graduation dates.

**5. Unestablished Employees**

- 5.1. An unestablished employee on a contract of one year or more may resign from the University by giving not less than two weeks' written notice, excluding any period of unutilized leave, of the date on which the employee proposes to leave the employment of the University.
- 5.2. An unestablished employee on a contract of less than one year may resign from the University by giving not less than one week's written notice, excluding any period of unutilized leave, of the date on which the employee proposes to leave the employment of the University.

**6. Deans and Directors**

- 6.1. A Dean or Director may resign from the University by giving not less than six months written notice, excluding any period of unutilized leave, of the date on which the employee proposes to leave the employment of the University.

**7. PVCs and VC**

- 7.1. PVCs and VC may resign from the University as per the terms of their contracts of employment.

**8. Project/Seasonal Employees**

- 8.1. A salaried project employee may resign from the University by giving not less than one month's written notice, excluding any period of unutilized leave, of the date on which the employee proposes to leave the employment of the University.
- 8.2. A waged project employee may resign from the University by giving not less than one week's written notice, excluding any period of unutilized leave, of the date on which the employee proposes to leave the

employment of the University.

## **9. Exceptional Circumstances**

- 9.1. The requirement of the notice period may be waived at the discretion of the Vice Chancellor in exceptional circumstances.
- 9.2. Employees who require termination of employment at short notice may be required to pay the University, in lieu of the necessary resignation notice period, the sum that is equivalent of the salary between the date of departure of the employee and the date the employee would have departed with the mandatory notice period.
- 9.3. A failure of the employee to give the required notice of resignation will be noted on the employee's service record and may result in loss of standing for any future employment prospect at the University.

## **10. Handover**

- 10.1. Upon receipt of the resignation, the HR Office shall prepare a letter to the employee acknowledging the receipt of the resignation notice, the last day to be worked, and advice on the handover, including exit interview procedures.
- 10.2. Employees who have submitted their resignation notices must ensure that they complete the handover formalities before their last date of employment with the University.
- 10.3. The University reserves the right to advise the employee's new employer(s) of the lack of a full or complete handover by the departing employee, or any breach of the resignation notice requirements.
- 10.4. A condition of employment at the University is that employees must complete the handover formalities before departure from the University. Any balance in benefits or entitlements shall only be paid upon the completion of the handover formalities.

## **11. Certificate of Employment**

- 11.1. On departure from the University, employees shall be provided with a letter from the University stating the nature of their employment at the University and the period of employment with the University. This shall only be issued once s10.4 is fully completed.

**Policy No.: HR-Emp-13**  
**REDUNDANCY POLICY**

## 1. Policy Statement

- 1.1. The University strives to be a good employer, and seeks to attract and retain high quality employees. The University regards well-qualified, trained and highly motivated employees as essential for its success.
- 1.2. The University is committed to the highest level of job security for all its employees, recognizing the important contribution this makes to the overall provision of the University's activities.
- 1.3. The University recognizes that it may be affected by educational, economic, political and practical factors, which require a change in the way in which it carries out its activities and/or a reduction in certain activities. Such factors will be kept under constant review, and may result in positions becoming redundant.
- 1.4. In order to sustain the overall health, viability and success of the institution, the University may from time to time find itself in financial or other circumstances requiring reductions in the number of people employed. In such circumstances the University shall seek to avoid compulsory redundancies by considering steps such as reorganization, redeployment and voluntary reductions.
- 1.5. In such cases, the University will make every reasonable effort to avoid or reduce the number of redundancies and to mitigate the effects of the redundancies by the operation of a redundancy/redeployment policy.
- 1.6. The provisions of the contract of employment are enforceable.

## 2. Definition of Redundancy

- 2.1. Redundancy means that an employee is no longer needed at work for reasons external to a worker's performance or conduct pursuant to the reasons and processes set out below.
- 2.2. Redundancy arises where employees need to be dismissed in the following circumstances: Where the employer:
  - a. is unable to pay for the salaries and benefits of an employee, and all reasonable projections show that that state of affairs is unlikely to change.
  - b. has ceased or intends to cease, to carry on the business for the purposes for which the employee was employed;
  - c. has ceased, or intends to cease, to carry on the business in the place where the employee was so employed; or
  - d. assesses that the requirements of the business for employees to carry out work of a particular kind have ceased or diminished or are expected to cease or diminish; or
  - e. assesses the requirements of the business for employees to carry out work of a particular kind, in the place where they were so employed, have ceased or diminished or are expected to cease or diminish.

## 3. University's Commitment

- 3.1. The University recognizes that changes in the working environment are a continuous process, particularly with regard to legislative, technological and organisational changes, and these could lead to a reduction in the number of people employed.
- 3.2. The University will endeavour, by careful forward planning of staffing requirements, to ensure that as far as it is practicable, security of employment for its employees is provided.
- 3.3. In the event of a redundancy situation arising, the University shall first seek volunteers for resignation and/or early retirement.
- 3.4. A redundancy occurs when a position has been deemed surplus or unaffordable due to operational requirements. A consultative approach shall be taken to all redundancy situations.

## 4. Processes

- 4.1. When the University contemplates termination of employment by redundancy of workers for reasons of an economic, technological, structural or similar nature, the University shall
  - a. provide the employees, their representatives not less than three months' notice before carrying out the terminations, with relevant information including the reasons for the terminations contemplated, the number and categories of workers likely to be affected and the period over which the terminations are intended to be carried out; and
  - b. give the employees or their representatives, as early as possible, an opportunity for consultation on measures to be taken to avert or to minimise the terminations and on measures to mitigate the adverse effects of any terminations on the workers concerned, such as action to attempt to find alternative employment or retraining.
  - c. For clarity, an employee's representative is the entity to which the employee has surrendered his individual right of representative, and of the identity and details of the entity the employee has formally informed the University of at the first commencement of employment or first nominating, explicitly or implicitly, such a person/entity to be his/her

representative. becoming a member of a body which purports to represent the employee)

- 4.2. The following measures will be considered in an attempt to avoid the need for compulsory redundancy:
  - a. restrictions on recruitment;
  - b. restriction on promotions if the redundancy is because of financial constraints;
  - c. redeployment of employees as appropriate;
  - d. training or retraining of employees for other work;
  - e. part-time or fractional employment;
  - f. restriction on overtime work; or
  - g. volunteers for redundancy or retirement
- 4.3. In this section:
  - a. 'economic' means maintained for profit;
  - b. 'structural' means the manner in which the University is organised, managed or administered;
  - c. 'technological' means a matter concerning, or use of, technology or information technology.
5. **Procedure:** The following procedures shall be adopted in cases of redundancies:
  - 5.1. Step 1: The University shall send a letter to each employee affected explaining the grounds on which redundancy / dismissal are being contemplated and inviting him or her to attend a meeting to discuss the matter (fair prudence letter).
  - 5.2. Step 2: The University shall hold a meeting with each employee, prior to which the University shall have informed the employee the grounds of action proposed as given to the employee in Step 1.
  - 5.3. Step 3: The University shall provide an opportunity to the employee to respond and appeal in writing with reasons why the redundancy /dismissal should not go ahead.
6. **Selection Process**
  - 6.1. The University's responsibility is to determine which employees have the various skills, expertise and commitment necessary to enable them to provide a range of services in a cost effective manner, and to analyse all potential redundancy situations to ascertain if this is a bona fide (genuine) case of redundancy.
  - 6.2. When a definite decision has been made that the professional function of a particular position is no longer to be carried out by anyone, that this is not due to the ordinary and customary turnover of labour, and that the decision may lead to termination of employment, management shall hold discussions with the employee(s) directly.
  - 6.3. Whenever possible, employees shall be offered positions within the University, which are comparable to their existing position.
  - 6.4. In attempts to reduce the number of compulsory redundancies, the University shall ask employees if they want to volunteer for redundancy. However, the University reserves the right to accept or reject volunteers for redundancy.
  - 6.5. The following criteria shall be fairly and consistently applied to all employees in the particular section(s) where compulsory redundancy is necessary:
    - a. skills and experience of employee(s);
    - b. the potential of the employee to be retrained;
    - c. the employee's standard/performance of work;
    - d. the employee's attendance record; and
    - e. the employee's disciplinary record.
  - 6.6. Within the context of s6.5, the principle of 'last in – first out' shall be used as a generally recognised means of selection for redundancy.
7. **Redundancy pay:** For all termination of employment on account of redundancy, the University shall pay each employee terminated one month's base salary plus the equivalent of one week's salary as redundancy pay for each completed 12 months of service. The University may agree to a negotiated redundancy pay package on a redundancy situation basis. Redundancy payment shall be made during the final week of employment and would be deposited in the nominated bank account of the employee. Other contractual and statutory entitlements such as annual leave would also be remunerated and payment would be made in the final week of employment.

# REMUNERATION AND BENEFITS POLICIES

## Policy No.: HR-Rem-01

### REMUNERATION AND BENEFITS POLICY

1. **Policy Statement:** The University strives to remunerate employees fairly and transparently. The remunerations established by the University reflect the special needs of a University in the Solomon Islands environment.
2. **Objective:** The objective of the policy on remuneration is to ensure transparency in the salaries at the University. To this end, the University shall endeavour to create a single transparent salary for all positions that are covered by the remuneration policy.
3. **Application:** This policy applies to all positions.
4. **Categories of Employees**
  - 4.1. The University has established employees, who are salaried workers, and unestablished employees, who are waged workers. Waged employees are those who are employed on a full-time basis but paid on hourly rates. Waged employees are generally required to work 45 hours per week. Work demands, however, may require them to work longer or shorter weekly periods than 45 hours. Total remuneration payable to waged workers per pay period depends on the hours worked.
  - 4.2. Salaried employees are paid an annual salary which covers remuneration for the employment of the person for an entire year. As such, there is no relationship between the hours a salaried employee works and the annual salary.
  - 4.3. The University has the following streams of salaried employees:
    - a. Teaching/Training Staff
      - i. Higher Education Stream (also referred to as the academic stream)
      - ii. Medicine, Engineering, Law Stream (also referred to as professional stream)
      - iii. Teaching/Training-Only Stream (also referred to as TVET stream)
    - b. Administrative Support Services (ASS) Staff
      - i. Technical Support Services (TSS)
      - ii. General Support Services (GSS)
    - c. Senior Management Group
  - 4.4. Each of these streams has its own job ranks and salary scales.
5. **Job Ranks:**
  - 5.1. The Higher Education and MEL Streams have the following academic ranks, with each rank having a number of points within it:
    - a. Professor
    - b. Associate Professor
    - c. Assistant Professor
    - d. Senior Lecturer
    - e. Lecturer I
    - f. Lecturer II
    - g. Assistant Lecturer
    - h. Tutor
    - i. Laboratory Technologist/Demonstrator, Clinical Nurse, Dental Assistant
  - 5.2. The Teaching Only / TVET Stream has the following ranks, with each rank having a number of points within it:
    - a. Principal Lecturer / Principal Training Officer
    - b. Senior Lecturer / Senior Training Officer
    - c. Lecturer I / Training Officer I
    - d. Lecturer II / Training Officer II
    - e. Assistant Lecturer / Assistant Training Officer
    - f. Tutorial Assistant

- g. Laboratory Technologist/Demonstrator, Clinical Nurse, Dental Assistant,
- h. Training Assistant.

- 5.3. **Senior Positions in the Library:** Staff in the libraries who contribute to teaching programmes shall have the option of selecting the academic ranks or support services ranks at the commencement of their employment.
- 5.4. **Research Positions:** The Teaching/Training Stream may also have positions that are purely research in nature. Each research position would be pegged to an appropriate academic rank, depending on the nature of research needs and funding for research.
- 5.5. **Position Vacancies:** The presence of a particular teaching/training rank does not necessarily require that each rank would have to be filled at any or every point in time. Filling positions depend on the needs of the particular area of operation, and the needs of the University.

## 6. HE, MEL and Teaching/Training Only Streams

- 6.1. The essential difference between the TVET/Teaching/Training only Stream, the HE Stream, and the MEL stream concerns job descriptions. Teaching/Training Only stream staff are required to be involved only in teaching/training; there is no expectation of research, publications, and consultancies from them. HE Stream staff, on the other hand, are required to teach/train, research & publish, and/or carry out professional consulting work. MEL stream staff are expected to teach/train, and carry out actual work in the respective professions, including documentation and publishing.
- 6.2. A key objective of the University is to create, maintain and advance knowledge that is relevant to the needs of society. The University relies on its higher education and MEL stream staff to take the lead in this area. Staff in the HE/MEL Streams are required to participate in activities that generate advances in knowledge. In recognition of this role, staff in the HE/MEL stream are given contact teaching work which does not stretch the full week. At the University, the contact load for full-time HE and MEL stream staff is, on average, 16 hours per week during the teaching terms.
- 6.3. Staff in the Teaching/Training-Only / TVET stream have the singular responsibility of teaching and training. They are required to devote their entire working time to teaching, learning and/or training students, including programme development. Their contact hours are 28 per week, and they are required to work for 46 weeks per year. The remaining time per week and during off-terms are for assessments and preparations for the teaching/training responsibilities, unit and programme reviews, administrative responsibilities, and involvement in hands-on activities in their professions as approved by the University.
- 6.4. The University shall mark positions by the streams in which they are created. For existing staff, each person is required to select a stream which he/she wishes to enter. Existing staff have the option of moving across streams on an annual basis. The movement across maintains the person's salary on the date of the movement. However, performance appraisal shall be on the basis of the stream the staff has opted to be in. Mid-year movements are generally not permissible. The University reserves the right to move staff from the Higher Education /MEL stream to teaching only stream if it is demonstrated over the first year's performance appraisal that the employee has taken no initiative in research, consultancy and/or publications or actual work in the profession.

## 7. Administrative Support Service Streams (ASS)

- 7.1. The ASS has two streams:
  - a. Technical Support Services (TSS)
  - b. General Support Services (GSS)
- 7.2. Both these streams have the following ranks:
  - a. Director
  - b. General Manager/Deputy Director
  - c. Manager
  - d. Deputy Manager
  - e. Chief (Officer)
  - f. Principal (Officer)
  - g. Senior (Officer)
  - h. Officer
  - i. Assistant Officer
  - j. Clerical Officer
- 7.3. The Technical Support Service stream also has technicians and workshop assistants pegged at the Clerical Officer to Officer Rank.

- 7.4. Each of the administrative core and support services streams have their own salary placements and streams. Each rank has a number of points within it.
- 7.5. The key difference between the TSS and the GSS Stream concerns the MQRs. Staff in the TSS Stream require a specified technical qualification requirement to qualify for a job, while staff in the GSS have a range of qualification requirements which will enable them to be appointed to the position, meaning that the job is not tailored to be performed only by those who are trained in specific professions. Normally someone employed in the GSS stream will not be able to perform the equivalent rank TSS job, while a TSS employee would be able to perform at the equivalent ranked GSS job.
- 7.6. Each administrative support services area would have specific designation of positions pegged to the administrative support services rank.
- 8. Filling in Positions:** The presence of a particular higher education, MEL, Teaching/Training Only/TVET, or ASS rank does not necessarily require that each rank would have to be filled at any or every point in time. Filling positions depends on the needs of the particular area of operation, and the needs of the University.
- 9. Wages:** Wages paid by the University for wage employees shall be determined by the University from time to time.
- 10. Salaries:** Salaries paid by the University are determined on the basis of the salary for the benchmarked rank and point. All positions, ranks and points in the teaching employee streams are pegged at the 100% of the professor salary band.
- 10.1. The highest TSS position is pegged at the 71.45% of the benchmark salary (which falls at point 16 of the Assistant Professor band), and the highest GSS position is pegged at 59.56% of the benchmark salary (which is at point 11 of the Principal Lecturer salary). These are the maximum base salaries for the respective Directors. All positions in administrative support services are pegged to the respective maximum Director position salary.
- 10.2. The University shall review the nominal salary for each of the benchmarked positions every five years, or as the Council decides.
- 10.3. Annually, individual wages and salaries would move according to the annual employee appraisal outcomes, and the ability of the University to pay, as provided in the employee appraisal policy.
- 10.4. Certain positions which are responsible for net income generation for the University other than tuition income, may have incentive regimes linked to net income generation outcomes.
- 11. Senior Management**
- 11.1. The Senior Management comprises the VC, Pro-VCs, Deans, and Directors.
- 11.2. The Council determines the remuneration and terms and conditions for the VC, and PVCs, while the Appointments Committee determines the remunerations for the Deans and Directors. The base salaries of the Deans and Directors of Institutes are established by placing the holder of the position in the academic rank on the basis of his/her CV, and adding loadings as determined by the respective appointing authorities.
- 11.3. The University may also decide to provide for other terms, including an incentive regime, for these position holders.
- 12. Superannuation:** The University shall pay the statutory minimum requirement for employee superannuation. Currently the statutory minimum requirement is an employer's contribution of 7.5% of an employee's basic salary to their personal SINPF account. This is in addition to the personal contribution by the employee. The superannuation legislation on expatriate employees who do not have SINPF Superannuation accounts shall apply. All local employees (previously registered) are required to present a membership ID of SINPF at the time of appointment.
- 13. Clinical Loading**
- 13.1. The University shall pay a salary loading of up to 30% to positions and/or persons if by the nature of their positions they are required to work on call at state institutions (like hospitals) or University Clinics in addition to their normal teaching work.
- 13.2. The intent of this loading is to cover for the unpaid after-hours rostered and on-call clinical work (not clinical teaching undertaken during normal hours) and the associated consultant level clinical responsibility in the hospital service.
- 13.3. The clinical loading applies only when the employee undertakes the normal workload at the University. The loading is added to the base salary that the University pays to the position. The loading shall be a percentage of the base salary, with the percentage being determined by the nature of the clinical requirements, not being over 30%.
- 13.4. The criteria for eligibility are:
- a. the employee provides a clinical service to an approved health facility during out-of-office-hour periods, which is

not otherwise reimbursed; or

- b. the employee normally has regular rostered after-hours acute patient care responsibility, which is not otherwise reimbursed.

13.5. The employee's clinical responsibilities are regularly audited to ensure that the above criteria are satisfied. Any change in status changes the loading ratio and/or the loading itself.

**14. Benefits:** The University aims to provide a work environment where employees are reasonably stress-free about their study or health/welfare situations. This is a joint employer-employee responsibility. Towards this end, and as long as the University's finances permit, the University aims to provide the following benefits to its employees.

14.1. **Health Benefit:** The University may provide for a contributory Health Welfare Scheme with gradations of contributions from employees on the basis of age and medical conditions prior to joining SINU.

14.2. **Study benefits:** Full time employees of the University:

- a. on three-year employment contracts shall be entitled to study benefits as per the Study Benefit Policy.
- b. on employment contracts below 3 years but of one year or greater shall be entitled to study at 75% subsidy on tuition fees for any programme undertaken at the University as long as the student does not displace a full-fee paying student, and the programme is not a self-funding programme.
- c. One spouse and up to three biological or legally adopted children per full time employee of the University on at least a 1-year employment contract shall be entitled to a 75% subsidy on tuition fees for any programme undertaken at the University as long as the student does not displace a full-fee paying student, and the programme is not a self-funding programme.
- d. Where full cost recovery programmes are fully subscribed, the University shall reserve no more than 5% of all seats for staff, their spouse and/or children under the tuition subsidy scheme. Admission to the reserved seats shall be strictly on academic merit. This provision shall be reviewed annually.
- e. The criteria for entry into any University programme, unit or course is based on merit and in accordance with the entry requirements of the University.
- f. All study benefits shall cease on the date the employee ceases to be in the category that qualified the employee to the benefit.

**15. Workpersons' Insurance and Liabilities:** The University shall aim to provide for a reasonable employee accident compensation insurance for all its employees.



## LEAVE POLICIES

**Contains:**

- Sick Leave Policy
- Compassionate & Bereavement Leave Policy
- Study Leave Policy
- Industrial Leave Policy
- Sabbatical Leave Policy
- Conference Leave Policy
- Maternity Leave Policy
- Paternity Leave Policy
- Leave Without Pay Policy
- Special Leave Policy
- Unauthorized Absence Policy

**Policy No.: HR-Leave-06**  
**STUDY LEAVE POLICY**

## 1. Policy Statement

- 1.1. The University regards continuing study as capacity building, which is essential in keeping the University moving forward to meet the requirements of continuously changing labour market needs and to be competent with the job requirements in an environment of rapidly evolving technology. The University recognizes that the need for its employees to upgrade their skills and education, and to keep their skills current will be of benefit to the University community and stakeholders.
- 1.2. The University also recognises that academic and professional upgrade also benefits the concerned individual. As such, the study leave policy is founded on the understanding that academic and professional upgrade is the joint responsibility of the University and the employee, requiring both parties to incur their share of responsibilities and resource costs.
- 1.3. While the University encourages employees to continue studies, such an undertaking may have an impact on the immediate work output of an employee. As such any full-time employee wishing to undertake a formal study, whether for credit or not, whether funded by the University or not, and whether through face-to-face or online/distance mode, shall seek approval for such studies through prescribed processes.

## 2. Eligibility

- 2.1. All full-time employees on three year contracts are eligible for study leave.
- 2.2. Study leave is meant to enable an employee to further his/her education in an area directly in the subject area in which the employee is employed to teach/train and/or research and/or work. There must be direct evidence that such a qualification upgrade would enable the employee to carry out his/her duties more effectively.
- 2.3. The University has two facilities for study leave:
  - a. full-time study leave, during which the employee proceeds on leave to study on a full-time basis, and
  - b. part-time study leave, during which the employee proceeds on leave to study on a part-time basis.
- 2.4. The entitlement to study leave is a privileged benefit.

## 3. Full-time Study Leave

- 3.1. An employee shall become eligible for full-time study leave after the completion of his/her year of the three-year contract.
- 3.2. An employee proceeding on full time study leave shall have his/her contract suspended, with salaries, term and benefits suspended at the level at which it was on the date the employee proceeded on the leave, which shall be restored when the employee returns from the leave having successfully completed his/her study.
- 3.3. Employees proceeding on full-time study leave may apply for educational allowance from the University. The rate of the allowance for various levels of study shall be established by the University from time to time.
- 3.4. This allowance shall only be paid upon confirmation from the employee's relevant academic supervisor that the employee is making good academic progress.
- 3.5. Employees who have studied under the study leave policy and have the last graduating units remaining may proceed on full time leave without pay for the last remaining term but for whom the University may pay tuition fee upon enrolment. Employees who fail any unit shall be required to refund to the University all tuition paid on their behalf for the failed unit(s).
- 3.6. Each employee proceeding on full-time study leave shall be required to enter into a bond to serve the University for a period:
  - a. that is equivalent to the period of study leave if the employee proceeding on the study leave did not seek any educational allowance from the University, or
  - b. that is twice the period of the study leave if the employee sought and received the educational allowances for study or tuition payment.
- 3.7. An employee may opt out of the bond by refunding the University all direct and indirect costs incurred by the University on sending the employee on study leave. In exceptional cases, the Vice Chancellor may waive the requirement to serve the full bond period; such waiver shall be documented in writing and set precedents for consideration of future waiver applications.
- 3.8. Any breach of the bond, including premature termination of employment during the bond period on the part of the employee, entitles the University to seek recovery or refund of all direct and indirect costs incurred by the University of sending the employee on study leave, and the costs of the recovery action.
- 3.9. Full-time study leave periods may be extended up to six months on the written advice of the academic supervisor under whom the employee is studying, that the employee is likely to complete the study in the period, and upon the

recommendation of the section head.

- 3.10. Employees who proceed on full-time study leave but who do not complete the programme of study for which they were granted the study leave, or who fail the programme, shall be required to pay back to the University all direct and indirect expenses the University incurred in sending the employee on the study leave.
- 3.11. In addition to refunding all direct and indirect expenses that the University incurred in sending the employees on study leave, any teaching/training staff either in the Higher Education stream or the TVET stream who fails to complete the programme in the recommended period of completion, shall be demoted in rank(s) and/or salary.
- 3.12. In determining the outcomes in paragraphs s3.10 and s3.11 above, the University shall take into account the circumstances leading to the employee's failure or termination of study.

#### **4. Part-time Study Leave**

- 4.1. Employees proceeding on part-time study leave shall have the options of:
  - a. maintaining their full salaries during this period and carrying a full-time workload but studying for no more than 1 unit or 10 credit points at a time per term, which limit shall be reviewed if the GPA of the employee is over 4 in which case the employee may be allowed to enrol in additional credit points/units, and
  - b. carrying a partial load for a partial salary calculated on the basis of the proportion of the load carried.
- 4.2. Employees who study on a part-time basis but maintain full-time work, qualify for a maximum of one day per unit or one day per 10 credit points, as study leave on full pay.
- 4.3. Employees who have not been able to secure a scholarship or financial assistance to study and who decide to undertake part-time studies shall receive, upon application, refunds of the tuition fee paid by them for studies that are done at the University, and for studies at other institutions if the course/unit/programme is not offered at the University but which are approved by the University, provided that the student passes the unit/course/programme.
- 4.4. An employee proceeding on part-time study leave and opting for tuition refund shall be required to enter into a bond to serve the University for the full term of the employment contract as follows:
  - a. for an employee who worked full-time, and received tuition refunds, for a sum that is equivalent to the total tuition refunds, equivalent being in terms of net salary payments.
  - b. for an employee who opted for part-load and received tuition refunds, for a sum that is equivalent to the proportion of the time the employee was on leave plus the salary equivalent of the total tuition refunds.
  - c. for an employee who opted for part-load, but who did not opt for any tuition refund, for a sum that is equivalent to the proportion of the time the employee was on leave; and
  - d. for an employee who worked full-time, but did not opt for any tuition refund, no bond is required.
- 4.5. An employee who proceeds on part-time study leave but who either fails or does not complete the unit/course in which he/she enrolled, shall be required to pay back to the University all direct and indirect expenses the University incurred in sending the employee on the study leave.
- 4.6. In addition to refunding all direct and indirect expenses that the University incurred in sending the employee on study leave, any teaching staff, either in the Higher Education stream or the Teaching/training only stream, who fails to complete the unit in which he/she enrolled, shall be demoted in rank(s) and/or salary.
- 4.7. In determining the outcomes in para s4.5-s4.6 above, the University shall take into account the circumstances leading to the employee's failure or termination of study.

#### **5. Procedures for Applying for Study Leave**

- 5.1. Completed applications for full-time study leave must be lodged with the HR Department at least 14 days prior to the scheduled meeting of the University's Staff Training and Professional Development Committee. It shall be the HRD's responsibility to advise all staff of the scheduled dates for the meetings of the Staff Training and Professional Development Committee.
- 5.2. Completed applications for part-time study leave must be lodged with the HR Department at least 4 weeks prior to the date of commencing the study leave.
- 5.3. The applications shall be via completion of the prescribed leave forms.

**Policy No.: HR-Leave-07**  
**STAFF INDUSTRIAL ATTACHMENT POLICY**

**1. Policy Statement**

- 1.1. The University regards continuing study as capacity building, which is essential for elevating the University's relevance and for it to meet the evolving needs of industry and the nation.
- 1.2. The University recognizes that keeping skills current is essential for the University.

**2. Eligibility**

- 2.1. This policy applies to all full-time employees on three-year contracts who are involved in delivering TVET units and programmes on a full-time basis.
- 2.2. Industrial attachment leave is meant to enable an employee to further his/her practical experience in the subject area in which the employee is employed to teach and/or research.
- 2.3. Non-teaching employees, and non-TVET employees in the teaching/training only stream, may apply to the VC for consideration of industrial attachment leave.

**3. Application of the Policy**

- 3.1. Every eligible teaching employee involved in delivering TVET is required to have an industrial attachment for an equivalent of a total of at least three months in each three-year period of employment at the University. Teaching employees in the higher education stream, and employees in support services may also apply for industrial attachment leave.
- 3.2. Industrial attachment could take the following forms:
  - a. working for an enterprise/organisation providing the same type of good(s)/service(s) in the area in which the employee is engaged to teach/train students; or
  - b. working on approved research projects that are directly related to the area the employee is employed to teach/train students at the University; or
  - c. working on approved consultancies that are directly related to the area the employee is employed to teach/train students at the University; the University's Intellectual Property Policy ought to be followed; or
  - d. working on approved industrial project(s) within or outside the University.
- 3.3. The proposal on industrial attachment must contain the details of the attachment, including full details on the research projects, industrial projects or consultancies that the employee intends to undertake.
- 3.4. Industrial attachment could be through either:
  - a. full-time attachment, during which the employee proceeds on leave to carry out the industrial attachment, or
  - b. part-time attachment, during which the employee continues to work for the University, but the attachment is spread over a defined period of his/her employment and such attachment period totals no less than three months during each three year period of employment.
- 3.5. Any employee proceeding on industrial leave is deemed to indemnify the University from any liability the person may incur while on industrial attachment.

**4. Remuneration during Attachment**

- 4.1. The University shall pay no salary during the period of full-time industrial attachment. Employees proceeding on part-time industrial attachment shall continue to be paid their salaries.
- 4.2. Employees proceeding on full time industrial attachment shall have their salaries suspended for the period of the leave. If the employee is paid a full salary by the enterprise where the salary paid is greater than the employee's University salary, the employee is entitled to keep the higher salary.
- 4.3. Employees proceeding on part-time industrial attachment, either with an enterprise, or within the University, shall direct all earnings from such attachment to the University, which shall, after ensuring that all statutory deductions have been made, pay the employee 50% of the net earnings at the end of each three-year period. If the industrial attachments were undertaken during weekends and/or public holidays, or during the period of the employee's annual leave, 75% of the net earnings (after paying for the statutory deductions), shall be refunded to the employee at the end of each three-year period of employment. Employees departing the University before completion of a three year period of employment with the University from the date of commencement of this policy, and before completion of each three year period of employment subsequently, shall forfeit any payment that would otherwise be due to them.
- 4.4. It is the responsibility of the employee to identify and negotiate with the enterprise/project with which he/she wishes to do his/her attachment, and to ensure that the remuneration provided is fair and reasonably reflects the employee's

abilities and productivities.

4.5. Employees shall not qualify for Industrial Attachment Leave if the attachment does not provide a fair remuneration reflecting the abilities and productivities of the employee. The only exception to this is for TVET staff in sections that train predominantly for non-profit organisations outside the government.

**5. Procedures for Applying for Industrial Attachment**

5.1. Completed applications for industrial attachment leave must be lodged with the HR Department at least 2 weeks prior to the meeting of the University Staff Training and Professional Development Committee.

**Policy No.: HR-Leave-08**  
**SABBATICAL LEAVE POLICY**

**1. Policy Statement and Objective**

- 1.1. The University recognizes that the world of tertiary education is evolving rapidly. If the University is to remain relevant, the University and its academic staff need to keep current with developments in each professional area.
- 1.2. It is the objective of SINU's Sabbatical Leave Policy to provide the higher education stream academic staff, Deans, and Directors of Institutes, an opportunity to get unbroken period of time to carry out research and study at preferably another location.
- 1.3. Sabbatical Leave is a privileged benefit.

**2. Policy**

- 2.1. Each year, the University shall call for applications from all qualifying staff who wish to go on sabbatical leave during the following year.
- 2.2. Sabbatical leave is to be utilised by staff to carry out specified study (understudy, research, writing) at specified institution(s) and location(s).
- 2.3. Employees who would have served the University for two terms of three years each by the date they wish to proceed on sabbatical leave, and who have received a renewal for a third term qualify to apply for sabbatical leave. Thereafter, employees qualify to apply for sabbatical leave after every two terms of three years each.
- 2.4. Applicants must provide a comprehensive proposal of their activities, including deliverables, during the sabbatical leave.
- 2.5. The University shall establish a mechanism for examining and recommending to the Vice Chancellor the list of preferred applicants. The Vice Chancellor approves sabbatical leave on the basis of the recommendations, the University's strategic priorities, and the University's financial position.
- 2.6. Sabbatical leave shall be for periods up to three months. In exceptional circumstances, the Vice Chancellor may approve a period of sabbatical leave that is more than three months, but which shall not be for more than six months in total.
- 2.7. Employees proceeding on sabbatical leave maintain their salary and benefits during the period of sabbatical leave. However, if employees are remunerated by any non-SINU source during the period of sabbatical leave, the sum shall be deemed to be a consultancy earning and shall be treated as that.
- 2.8. Employees given sabbatical leave shall enter into a bond to repay the University all monetary sums spent directly and indirectly, including the sum spent on hiring replacement employees if any, on their leave, if the employee does not serve the University the full term of the contract after the sabbatical leave.
- 2.9. The successful applicants shall, within 30 days of their return from sabbatical leave, provide a report satisfactory to the body initially screening the applications. If the report submitted is unsatisfactory, the employee shall be given one opportunity to revise the report. If the report remains unsatisfactory, the employee shall be required to refund the salary and benefits that were paid to him/her for the duration of the sabbatical leave.

**3. Eligibility**

- 3.1. The following are eligible for sabbatical leave:
  - a. Deans and Institute Directors,
  - b. All employees in the higher education stream with demonstrated research and/or publication record
- 3.2. 'Teaching/Training only' stream staff are normally not eligible for sabbatical leave. Under exceptional circumstances, teaching/training only stream, and support services staff may be considered for sabbatical leave. All such cases would shall be documented, and shall for precedents for future decision making.

**Policy No.: HR-Leave-09**  
**CONFERENCE LEAVE POLICY**

### 1. Policy Statement and Objective

- 1.1. The University recognizes that a major component of academic life is the generation of new knowledge. Often, documentation of activities related to the creation of knowledge is presented among communities of peers for scrutiny. Participation in conferences, therefore, forms an important aspect of an academic life.
- 1.2. The Conference Leave Policy aims to provide academic staff, deans, and institute directors, opportunities to present their documentation of work done towards creation of knowledge in communities of peers who gather at conferences.
- 1.3. Conference leave is a privileged benefit.

### 2. Eligibility

- 2.1. Employees who are on three year employment contracts and are either academic staff or deans or director, are normally entitled to one SINU funded conference leave per contract of 3 years.
- 2.2. Conference leave facilitation shall not extend more than 5 working days at a time.
- 2.3. Conference leave facilitation shall also not exceed the travel and accommodation/per diem costs of attending a conference in Wellington, New Zealand. Only in exceptional cases shall full conference funding be provided for conferences in Europe, the Americas, Mediterranean region, Middle East and Africa.
- 2.4. The University shall pay up to full-return air fare, subsistence, and conference registration fee to successful applicants. The University's financial position, and conference budget would determine the level of funding support that the University may provide to applicants.
- 2.5. An applicant is eligible for conference leave if he/she has submitted a paper at an academic conference where the paper has been accepted through blind peer reviews for presentation as a plenary paper, a panel paper, or a concurrent session paper, and where:
  - a. the same paper has been presented at a well-publicised presentation within SINU, preferably hosted within the section, and attended by the supervisor recommending the leave,
  - b. the supervisor recommending the leave is convinced that the paper has academic merit befitting presentation at an academic conference,
  - c. the applicant submits the completed paper with the conference leave application. A powerpoint document is not a substitute for the full conference paper, and
  - d. the applicant has considered and actively sought to present the paper at relevant conferences in Solomon Islands, the Pacific region, Australia, New Zealand in the first instance.
- 2.6. Poster presentations alone are not considered for conference leave funding. However, these can be considered if accompanied by well-researched papers

### 3. Processes

- 3.1. At least four times a year, the University shall call for applications for participation in conferences.
- 3.2. The Faculty shall establish a Screening Committee comprising at least 2 well-published academics, which shall assess whether the paper has academic merit for presentation at an academic conference of standing.
- 3.3. HR shall accept applications for conference leaves only when the leave application is accompanied by a copy of the full paper, and the endorsement of the Faculty Screening Committee.
- 3.4. The Dean must ensure that the staff's teaching and core business responsibilities are covered during the period the staff is away on conference leave
- 3.5. Conference Leave application must reach the HRO by the dates the call for conference leave application provides.
- 3.6. In exceptional circumstances, applications can be made outside the application dates, in which case a clear statement shall be provided on the reasons for the delay in application. In any case, the application shall be lodged not less than 20 working days prior to the conference commencement date for any local Conference within Solomon Islands and the Pacific, and not less than 30 working days prior to the conference commencement date for others.
- 3.7. Conference leave applications must contain a comprehensive proposal and should include:
  - a. Written application by staff containing a comprehensive proposal of staff's activities including deliverables, during conference, endorsed by relevant management (HOD, HOS, Dean).
  - b. Copy of staff's completed paper with Faculty support and recommendation. A power point document is not accepted as a submission for the full conference paper.
  - c. Copy of Letter of Acceptance for Conference Presentation.

- d. Leave form - filled and endorsed by HOD/HOS/Dean
  - e. Conference Details - Outline, Venue, Duration, Registration Fee, etc.
  - f. Quotes/Invoices for registration fees, travel, accommodation, meals or per diem rates
  - g. Budget Summary - if requesting funds from SINU, and
  - h. Funding Details - if sponsored by another organization.
- 3.8. The HRD shall analyze the submission and make a recommendation to the Office of the VC, who shall make his/her own judgment on the recommendations made. The VC may delegate this responsibility to any office or officer of the University.
- 3.9. Where staff are invited with full funding, the University shall make leave available, as long as there is no direct impact on teaching and learning.
- 4. Conference Leave Reporting and Accountability**
- 4.1. Within 30 days upon return from the Conference, the staff must submit a report to the Faculty management which shall assess whether the report meets satisfactory expectation.
- 4.2. Only one opportunity is given to staff to revise and re-submit a report.
- 4.3. A copy of the endorsed report shall be submitted to the HRO for administration and the University records.
- 4.4. Staff shall be required to refund all expenses incurred by the University if they fail to submit a report within the 30 days submission time or if they have submitted an unsatisfactory report.



**Policy No.: HR-Leave-10**  
**LEAVE WITHOUT PAY POLICY**

## 1. Policy Statement

- 1.1. An employee may be granted leave without pay for up to two (2) years, provided it can be established that the good functioning of the University will not be detrimentally affected by the granting of such leave. In special circumstances, deemed to be in the public interest or in the interest of the University, this leave may be extended by the Vice Chancellor.
- 1.2. The most common situations in which this provision shall be applied are:
  - a. When an employee is accompanying his/her spouse on an official assignment at a location that makes it logistically impossible for the employee to attend office.
  - b. When an employee wishes to return to industry in order to keep current with professional practice.
  - c. When an employee wishes to upgrade his/her qualification but fails to secure study leave.
  - d. When an employee is not eligible to any other leave entitlement and leave is considered essential for the welfare of the employee.
  - e. When the leave would serve the national interest.
- 1.3. The HR Department, as well as the Faculty/ School or Department must maintain records of time taken as leave without pay for every employee.

## 2. Procedures for Applying for Leave Without Pay (LWOP)

- 2.1. Applications for leave without pay within the provisions of s1.2 above must be made as follows:
  - a. For LWOP up to five working days: applications are to be made to the respective Dean, or Director, who shall have authority to approve LWOP for up to five working days, and who shall in all cases inform the HR Department of the decision to grant the LWOP, at least 10 working days in advance of the employee taking the LWOP.
  - b. For LWOP of over five working days but less than three months: applications are to be made at least 15 working days before the intended commencement of the leave to the Director of HR. The applications must contain the recommendation of the section head (Dean, Director, PVCs, VC). The Director of HR shall consider whether the LWOP would adversely affect the delivery of services by the University, and if convinced that there is no adverse impact, shall approve such leave.
  - c. For LWOP of over three months: applications are to be made at least 20 working days before the intended commencement of the leave to the Vice Chancellor through the Director of HR, and the section head (Dean, Director, PVC), with recommendations from both, the Director of HR and the section head.
- 2.2. The Head of Department/Human Resources Department must ensure that the employee provides due notice in advance of taking such leave. Such due notice period is as follows:
  - a. Application for leave without pay up to five working days: ten working days' notice.
  - b. Application for leave without pay for between six working days and 20 working days: 15 working days' notice.
  - c. Application for leave without pay for over 20 working days and up to three months: 20 Working Days' notice.
  - d. Application for leave without pay for between three months and one year: six weeks' notice.
  - e. Application for leave without pay for over one year: eight weeks' notice.
  - f. The notice period may be waived by the Vice Chancellor in cases where such a notice period is not practical.
- 2.3. The Vice Chancellor may consider the request by an employee for Leave without Pay outside the provisions of s1.2 above, evaluating each case on its merits.
- 2.4. The Head of Department/Human Resource Department must ensure the employee applies through HRSS and submits a completed Leave Application Form to request payment for leave, in line with the next payroll deadline.

**Policy No.: HR-Leave-11**  
**SPECIAL LEAVE POLICY**

**1. Policy Statement**

- 1.1. The Vice Chancellor may approve up to 15 consecutive days of special leave for such eventualities as representation as an official member in a national sports team or officially recognized missions organised by the Government of Solomon Islands. Such leave may be granted with pay, with partial pay, or without pay depending upon the quantum of payments and payment of expenses made by the sponsoring/organising body towards the participation of the member.
- 1.2. In exceptional circumstances where participation is in international competition that requires participation for over 15 consecutive days or where the mission involves participation over 15 consecutive days, employees may get additional leave, but without pay or benefits.
- 1.3. For participation in sports events, this clause is intended to cover situations created by the growing international trend towards members of national teams being paid on a professional or semi-professional basis. The intention is that an employee shall not profit from the generosity of the University in being granted leave for such purposes.
- 1.4. The HR Department, as well as the Faculty/School or Department must maintain records of time taken as special leave for every employee.
- 1.5. The overriding consideration in deciding on such a leave request would be whether the leave would create a critical disruption to any performance or output of the section in which the employee works.

**2. Procedures for Applying for Special Leave**

- 2.1. The Head of Department/Human Resources Department must ensure that the employee provides at least fifteen (15) working days' notice in advance of the proposed date of such leave.
- 2.2. The Head of Department/Human Resources Department must ensure that the employee submits a completed Leave Form to request payment for leave in line with the next payroll deadline.
- 2.3. The Vice Chancellor shall consider the request by an employee for Special Leave evaluating each case on its merits.

**Policy No.: HR-Leave-12**  
**UNAUTHORIZED ABSENCE POLICY**

1. **Policy Objective:** The objective of the Unauthorized Absence Policy is to provide for the consequences of unauthorized absence from work.
2. **Policy Statement**
  - 2.1. Unauthorized absence is when an employee is away from the work place and:
    - a. has not provided proper notification and/or documentation, or
    - b. has not obtained approval for the absence.
  - 2.2. It is the responsibility of the employee to provide appropriate and satisfactory information and/or documentation regarding absences from work.
  - 2.3. An employee who is absent from his or her assigned work location or schedule without official leave shall be considered to be absent from work.
  - 2.4. It is the responsibility of an employee who is absent from work without leave or authority, to inform his/her immediate supervisor of this absence. In the event of inability to communicate with the supervisor, the employee shall communicate his/her absence to at least one of the following: the senior most supervisor in the section; the Dean or Director, or the section's clerical officer (clerk/typist/secretary/administrative officer/executive officer), or the HRD.
  - 2.5. If the employee fails to communicate such an absence for 24 hours from the commencement time of work, the employee would be deemed to have abandoned his/her employment, and thus be summarily dismissed. The University reserves the right to advise the public of the termination of an employee's employment.
  - 2.6. The only mitigations against the deemed abandonment rule are an event that was beyond the employee's direct control, or a life threatening emergency, both of which must be independently verifiable. For clarity, absence of credit in one's mobile phone, or a phone not being charged, are not valid grounds for mitigation.
  - 2.7. Unauthorized leave shall not be compensated in any form by the University.
3. **Dealing with Unauthorised Absence**
  - 3.1. The University shall send any staff with a three cases of unauthorized absence or tardiness to counselling. A maximum of 3 such counselling sessions shall be provided within a period of a work year.
  - 3.2. For any further unauthorised absence after counselling, the University shall issue a warning letter to the employee. One such warning letter shall be issued during one work year.
  - 3.3. For any subsequent unauthorised absence after the warning letter, salary deductions shall commence.
  - 3.4. For clarity, the deductions shall be from the base gross salary, and apply to all payments which are based on gross salary, including any COLA and gratuity linked to the base gross salary.

## PROFESSIONAL & PERSONAL CONDUCT POLICIES

### CONTAINS

- Code of Conduct for Employees
- Conflicts of Interest and Commitment Policy
- Termination of Employment Policy
- Attendance & Punctuality Policy
- Meal and Rest Periods Policy
- Discrimination and Harassment Policy
- Workplace Bullying Policy
- Drugs, Alcohol and Kava Policy
- Whistleblower Protection Policy
- Participation in Political Activities
- Unsatisfactory/Poor Performance Regulations
- Grievance Policy

Policy No.: HR-Conduct-01

### CODE OF CONDUCT FOR EMPLOYEES

#### 1. Policy Statement

- 1.1. The reputation of the University for its professional integrity is vital to its success and should, therefore, be of paramount concern to all employees at all levels, ranging from management to general.
- 1.2. The very nature of the University's stakeholder and customer relationships, and the confidential and industry-sensitive information provided in the course of the University business, places a special responsibility on each employee to ensure that their conduct is beyond reproach.
- 1.3. The University expects its management, supervisory and general employees to be free of interests and activities that may serve to prevent and/or limit one from acting in the best interest of the University.
- 1.4. It is expected that all employees shall conduct their professional and personal activities in a manner that does not adversely reflect upon the reputation of the University.
- 1.5. Compliance is achieved only when professional and personal behaviours conform to the highest acceptable standards of ethical, moral and professional behaviour.

**2. Application:** These policies and procedures apply to all employees.

#### 3. Ethical Basis of Conduct

- 3.1. The University requires that its employees behave ethically at all times. Ethical conduct is the fundamental principle that should underpin an employee's every decision and action in the discharge of his/her duties. Ethical conduct should provide guidance in cases where no specific rule is in place or where matters are genuinely unclear; it helps to determine what is right and proper in one's actions.
- 3.2. Behaving ethically means:
  - a. always treating the interest of the University as paramount,
  - b. always acting in good faith,
  - c. acting legally and with integrity,
  - d. being honest,
  - e. acting within ones authority, knowledge and expertise,
  - f. being polite and helpful to all students, colleagues, and those seeking services from the University,
  - g. making decisions based on merit,
  - h. respecting privacy and confidentiality,
  - i. working efficiently and effectively to the best of one's ability,
  - j. working within the policies of the University, and
  - k. all behaviours which are acceptable internationally as ethical.

#### 3.3. Ethical conduct also means:

- a. In the conduct of the University's business, no gift, incentive, commission, bribe, kickback or similar improper benefits or payments or considerations are to be offered or given to anyone, or received from any individual or organization.

- b. Contributions or any form of assistance or services made should never be provided in a manner designed to circumvent the law.
- c. In their professional activities, employees should engage in vigorous but fair and ethical competition, stressing the merits of the University's services and products.
- d. Employees should refrain from making disparaging statements about others or their actions or to engage in unfair actions to intentionally damage or cause undue stress to others.

**4. Rationale:** The Code of Conduct benefits both management and employees by defining what the University considers to be acceptable standards of behaviour for its employees, and by indicating what are considered to be breaches of the code.

#### **5. Basis of the Code of Conduct**

- 5.1. The University's Code of Conduct requires that employees behave reasonably at all times, having regard to their specific role(s) and individual conditions of appointments, the interests of the University, and the welfare of students, employees, and University stakeholders.
- 5.2. The standards which follow establish the guidelines for employee conduct so as to ensure that:
  - a. students are provided appropriate learning opportunities;
  - b. employees are treated fairly and equitably;
  - c. the University operates efficiently and effectively; and
  - d. disciplinary action does not come as a surprise to employees who have breached University policies.

#### **6. Obligations of Employees**

- 6.1. Employees have an obligation to the University and its students to:
  - a. Be present at work as required, and arrive and holding office at all regular hours.
  - b. Only be absent from work with proper authorization.
  - c. Maintain expected standards of performance, which requires:
    - i. Carrying out their duties in an efficient and competent manner, and
    - ii. Avoiding behaviour which might impair their work performance or reduce learning opportunities for students.
  - d. Respect the rights of colleagues, students and the public. In meeting this obligation, employees are expected to:
    - i. avoid behaviour which might endanger or cause distress to other employees, or otherwise contribute to the disruption of the workplace;
    - ii. refrain from allowing personal relationships to adversely affect the performance of official duties;
    - iii. handle personal information with care and respect;
    - iv. not discriminate against or harass, clients or colleagues because of their gender, marital status, ethnicity, disability, or views on religion, or any other protected personal characteristics defined in Policy No.:HR-Emp-01;
    - v. respect the cultural background of colleagues and clients in all dealings; and
    - vi. have due regard for the safety of others in the use of University's property and equipment.
  - e. Obey and follow all lawful and reasonable instructions and policies of the University and to work as directed, provided such directions are consistent with the employee's job description and policies of the University.
  - f. Maintain proper standards of integrity and conduct in the performance of their duties, including, being suitably dressed for work, and exhibiting appropriate and non-disruptive behaviour at the place of work.
  - g. Maintain proper standards of integrity and conduct at all times, including in their private lives where the employee's conduct in private life may reflect upon the University.
  - h. Show reasonable care in the use of University's properties, resources, and funds by not using them, or allowing them to be used, for anything other than authorized purposes, and by ensuring that there is no wastage of resources.
  - i. Incur no liability on the part of the University without proper authorization.

#### **7. Misconduct**

- 7.1. The University expects its employees to conduct themselves within the laws of Solomon Islands, and within the policies and regulations of the University.
- 7.2. Any action contrary to the code of conduct and/or contrary to policy is regarded as misconduct. More specifically, misconduct on the part of employees include:
  - a. Any breach of the terms of service or contract of employment of the employee.
  - b. Any breach of the policies or regulations of the University.
  - c. Any breach of the laws of Solomon Islands.
  - d. Neglecting one's University duty(ies).
  - e. Failure to discharge one's duty as reasonably expected of the employee.

- 7.3. Misconduct includes any conduct or omission on the part of an employee that:
- impairs the reasonable freedom of others to pursue their studies, research, duties and other lawful activities at the University or on the site or to participate in the life of the University; or
  - hinders the pursuit of academic excellence by circumvention of proper procedures in relation to academic conduct at the University; or
  - amounts to use of University facilities or information contrary to the intent of the provision of the facility or information, or improper use of the property of others on the site; or
  - is instanced in section 9 of this Policy.

**8. Categories of Misconduct:** Misconduct comprises:

- 8.1. **Misdemeanour:** This is conduct that comprises a single act that is contrary to University policy or regulation, or a single omission, where such an act or omission does not have any quantifiable impact on the University and does not adversely affect any stakeholder of the University. Misdemeanour shall be treated as follows:
- Counselling:** The supervisor may on his/her discretion, or on the instruction of the Director of Human Resources or the Vice Chancellor, counsel the employee and advise him/her of the need to cease any wrongful act or misconduct. The supervisor and the employee shall both sign-off the counselling session proceeding(s). The counselling sessions shall extend to no more than four weeks. The supervisor and/or the employee may ask for a representative from the Human Resources Department to be present at the counselling session(s). Any repeat of the act or omission shall be regarded as a minor misconduct.
- 8.2. **Minor misconduct:** This is a conduct that comprises more than one act, including isolated single acts, in breach of any University regulation or policy, or more than one omission, irrespective of whether the act or the omission has any quantifiable impact on the University or adversely affects any stakeholder of the University. Minor misconduct shall be treated as follows:
- Counselling and Caution Letters:** The supervisor, on his own discretion, or on the instruction of the Director of Human Resources or the Vice Chancellor, shall provide counselling to the employee and issue the employee a caution letter. A copy of the caution letter shall be sent by the issuing officer to the HR Department for records. Three caution letters may be issued, each giving one week to the employee to improve his/her performance in regard to general compliance with University policies and regulations.
- 8.3. **Major Misconduct:** This is conduct that comprises continuing acts, including isolated single acts, which are in breach of any University regulation or policy, or comprises more than one omission, irrespective of whether the act or the omission has any quantifiable impact on the University or adversely affects any stakeholder of the University. Repeated minor misconducts shall become a 'misconduct'. Major misconduct shall also include all acts and/or omissions that are defined as 'misconduct' in this or any other University policy or regulation. Major misconduct shall be treated as follows:
- Warning Letters:** The supervisor shall advise HR of the misconduct, upon which HR shall issue a warning letter to the employee. If the major misconduct continues, or the employee engages in another instance of misconduct, a second warning letter shall be issued. Thereafter, the matter shall be deemed to be a serious misconduct.
- 8.4. **Serious misconduct:** This is conduct that comprises a serious breach of a University regulation or policy, or a series of breaches of regulations and/or policies, or conduct that is not in keeping with the national and international standards of conduct in the profession, or major omissions, or repeated cases of misconduct. Serious misconduct shall be dealt with by the Staff Conduct Committee of the University, as per the procedures of the Staff Conduct Committee.
- 8.5. **Gross misconduct:** This comprises one or more serious breach(es) of University policy(ies) or regulation(s), or a conduct that causes, or has the potential of actually or potentially creating an adverse impact on the reputation and/or stature of the University. Gross misconduct includes conduct that involves:
- actual physical violence during official hours and/or during the period of official events, causing bodily harm to an employee, honorary appointee, consultant, contractor, volunteer, other students, and members of the public who interact with the University or wish to interact with the University.
  - An acknowledgement of, or conviction for a sexual offence against any person whether in any way related to the University or not and whether committed during official hours or not.
  - Manipulating and/or doctoring of documents and/or records that are crucial for the smooth functioning of the University, including manipulating or attempt to manipulate records or minutes of meetings.
  - Any leaking, selling or unauthorised release of any examination material, irrespective of whether or not the material was under the direct control of the person.
  - Insubordination.
  - Attempt(s) to, directly or indirectly, take any matter concerning the University to an individual or organisation or

- officeholder outside the University, including trade unions, prior to exhausting the procedures laid down in the University regulations and policies.
- g. Bringing or attempting to bring disrepute to the University or to the supervisor(s) or to managers, through deliberate misinformation to individuals or bodies or officeholders within or outside the University, or to the media.
  - h. Providing information without being authorised by the supervisor, to any stakeholder in or provider of, post-secondary education/ training so as to, or aimed at, undermining the integrity of the University.
  - i. Inciting students to revolt or carry out protests against any staff of the University or against the University.
  - j. Providing misinformation to students, other staff, council members, or any other person with the intention of creating disaffection against a university office holder.
  - k. Fraud, theft and attempted theft.
  - l. Any conduct that is classified as a criminal conduct under the country's Penal Code and for which the person has been sentenced to imprisonment.
  - m. Cheating or doing anything which may assist a person to cheat in relation to assessment, research, publications, or consultancy, including but not limited to serious plagiarism.
  - n. Any other conduct that a University policy prescribes as gross misconduct.
- 8.6. Nothing in this policy prevents the University in dealing with cases of gross misconduct as the Vice-Chancellor deems fit.
- 8.7. The Director of Human Resources, in consultation with the Vice Chancellor, shall determine whether certain conduct comprises gross misconduct. The penalty for gross misconduct is summary termination of employment of the employee.
- 8.8. Where the evidence of the alleged gross misconduct needs to be assessed independently, the Vice Chancellor may refer the matter to the Staff Disciplinary Committee. The Staff Disciplinary Committee shall deal with the matter as per the procedures of the SDC.

## 9. Examples of Acts or Omissions that are Prohibited relate to:

- 9.1. **University's Integrity:** Cheating or doing anything that may help a person to cheat in relation to assessment, research, publications, or consultancy, including but not limited to plagiarism. Some examples of acts/omissions relating to academic integrity are:
- a. presenting copied, falsified or improperly obtained data as if it were the result of laboratory work, practical work (log books), field trips, workshop reports, or other investigatory work;
  - b. victimising students or amending a record of a student without due process and advice to the student;
  - c. including in the employee's individual work, material which is the result of significant assistance from another person without acknowledging such assistance or if that assistance was unacceptable according to the instructions or guidelines for that work;
  - d. assisting another employee, co-researcher/author, or student in the presentation of that person's work in a way that is unacceptable according to the instructions or guidelines for that work;
  - e. speaking to or communicating with students during an assessment where speaking or communicating is not authorised;
  - f. providing students or others, or being involved with one or more people in providing students or others knowledge, without authority, and/or discriminately, about the contents of examination papers before the examination date;
  - g. providing others, or being involved with one or more people in providing confidential documents or contents of confidential documents, to those who are not the intended recipients of the documents;
  - h. closely paraphrasing sentences or paragraphs from one or more sources without appropriate acknowledgment in the form of a reference to the original work(s);
  - i. submitting work that has been produced by others as if it were the work of the employee;
  - j. copying computer files in whole or in part without indicating their origin;
  - k. submitting, without duly acknowledging, work, papers, or proposals, which have been wholly or partially derived from another person, whether an employee of the University or not, by a process of mechanical transformation, for example, changing variable names in computer programmes;
  - l. making a false representation on a matter affecting any stakeholder of the University materially so as to have a notable impact on the stakeholder;
  - m. making a false statement in order to obtain favourable appraisal or consideration;
  - n. submitting CVs/resumes/credentials which contain false information and which information has/had a material bearing on the initial appointment and/or placement at a certain rank, and/or promotion;

- o. using or causing to be used, falsified documents.

## 9.2. Dealings with others at the University

- a. Disrupting or obstructing an official University activity, for example, disrupting a class or an official meeting.
- b. Harassment on the site or in the course of an official University activity based on any of the prohibited grounds of discrimination set out in the relevant Acts of the Government of Solomon Islands or consequential regulations, or University policies.
- c. Conduct involving dealings with others include, but are not limited to:
  - i. sexual harassment of a person;
  - ii. harassment based on the race, ethnicity, gender, sexual orientation, culture or origins of a person;
  - iii. assaulting a person on site or in the course of an official University activity.
  - iv. causing rumours or gossiping, which, in nature, are defamatory of character.

9.3. **Dealings with property:** Intentionally damaging or wrongfully dealing with property on the site or at the University, for example, theft of property, misuse of an emergency call point, littering, defacing or otherwise damaging the facilities of the University, and affixing a notice or notices to part of a site being other than a notice board designed for that purpose.

9.4. **Dealings with Information:** Knowingly disclosing confidential information relating to any University matter, which is of a confidential nature, or which the employee has no authority or right to divulge, including disclosing the results of a research project carried out for an outside body that the employee knows should be kept confidential.

## 9.5. Dealings in Information and Communication Technology

- a. All dealings that are contrary to the University's ICT policies comprise misconduct.
- b. Misuse of information and communication technology facilities (including software) or communication facilities of the University. Examples of misuse of ICT facilities include:
  - i. gaining or assisting another person to gain unauthorised access to a facility;
  - ii. using a facility for an unauthorised purpose;
  - iii. unauthorised modification, transfer or deletion of any hardware, software or data; and
  - iv. unlawful copying of software using a University resource or facility or installing software on a University facility without authorization.

9.6. **Behaviour at the University:** This includes creating a disturbance or being disorderly on a University site. Examples of this include:

- a. using insulting, threatening or obscene language on a University site;
- b. lighting a fire without permission;
- c. throwing stones or dangerous objects at others, or at properties of the University or at properties of others.

## 9.7. Dealings with employees of the University

- a. Disobeying a reasonable direction of a supervisor or of an officer duly tasked with the responsibility of emergency evacuation or an officer responsible for OHS at the University.
- b. Obstructing or attempting to interfere with the lawful performance of duty by an employee of the University, for example, failing to show one's identity card when required to do so by an employee of the University who reasonably requires proof of identity for the performance of his/her duty, unless the employee has reasonable cause not to supply the evidence sought but he/she supplies the identity card or other evidence of identity to the Director of Human Resources within 48 hours of the time when supply was required by the employee.
- c. Acting outside one's authority, expertise and knowledge.

9.8. **Misconduct declared by Policy, Regulation or Rule:** A breach of any provision of the regulations or rules where breach is declared to be misconduct for the purposes of this policy and procedures, and any and all breaches of University policies.

9.9. **Enforcement of penalties:** Failure to comply with an order made under this policy, other than non-payment of a fine, is misconduct.

## 9.10. Examples of other conducts constituting misconduct are:

- a. Regular absenteeism from office or late arrival, or early departure from office.
- b. Smoking or betel nut chewing in a restricted area.
- c. Failure to carry out delegated work schedule through incompetence or malingering.
- d. Lack of application to an assigned task.
- e. Yelling, abusive language or raucous behaviour or preventing another employee from carrying out his/her work.
- f. Failure to complete stipulated hours of work, unless sick or because of some personal emergency.



- g. Repeated lateness either at start time for the day, or at the start time after any break during the work day, or at commencing specified tasks during the work day, or when specific reporting times have not been met.
- h. Posting of offensive notices within the University's premises.
- i. Entering into restricted areas without prior authorisation or direction to perform specific duties.
- j. Non-performance of duties and responsibilities
- k. Not responding to requests, not acknowledging correspondences, or not making a timely decision that is required to be made by the person.
- l. Use for personal pecuniary gains or misuse of University computer software and/or hardware.
- m. Harassment of other employees, students, guests or visitors.
- n. Poor personal hygiene, defined as personal hygiene that is generally unacceptable in the vocation the employee is appointed.
- o. Failure to report and/or record workplace accidents and/or near misses.
- p. Failure to use equipment/facilities as instructed or failure to care for equipment/ facilities.
- q. Any act of dishonesty, including being in unauthorised possession of University owned assets or those belonging to other employees, students, guests or visitors, whether or not such act results in a criminal prosecution.
- r. Soliciting any unauthorised private business transaction during work time or using University facilities.
- s. The unauthorised removal of, or any wilful damage to, property belonging to the University, other employees, students, guests, consultants or visitors.
- t. Fighting, swearing or any other conduct at a University premise that could adversely reflect on the University, or boisterous play causing injury to another employee, student, guest, or visitor to the University.
- u. Insolence to a student, visitor or supervisor.
- v. Falsification of personal and/or University records.
- w. Unauthorised absence from work including walking off the job or being absent from work without prior approval.
- x. Consuming, using, or being under the influence of alcohol or illegal drug/substances while at work, or commencing a shift under its influence. This also includes betel nut or kava consumption other than at an authorised event.
- y. Failure to operate equipment or care for equipment as specified.
- z. Any violation of accepted standards of public morality while at work.
- aa. Tampering with or misusing any fire and/or other safety equipment.
- bb. Failure to notify hazards (or potential hazards) in the workplace.
- cc. Failure to observe safety and security rules.
- dd. Deliberate acts adversely affecting hygiene, safety or quality.
- ee. Sleeping at work during working hours except with the written advise of the nominated medical practitioner.
- ff. Spreading false claims relating to staff or students knowing that the claims were false.
- gg. Unauthorised use of company procedures and/or information outside the scope of employment.
- hh. Misrepresentation of the University for personal gain.
- ii. Engaging in any other employment contrary to the policy on outside employment.
- jj. Criminal conviction.
- kk. Threatening behaviour towards or harassment of other employees, students, or visitors.
- ll. Sexual harassment and/or racial harassment, and/or child abuse.
- mm. Knowingly obtaining access, or transmitting through the University's e-mail or internet access any material that is of a pornographic nature, or otherwise is considered offensive on the grounds of sex, race, disability; or sending defamatory, abusive, intimidating or discriminatory e-mails; or use of unauthorised software, violating software agreements, removing or disabling virus protection/security software, or conduct which is contrary to the University's ICT Policy.

9.11. The examples listed above are standards that cover most situations. The list provided is not a complete list of acts of misconduct. It is an indicative list only.

9.12. If employees have any doubt or questions on wrongful conduct or misconduct they must seek written clarifications from their supervisor/manager.

9.13. Misunderstanding or ignorance of standards shall not be acceptable defence.

9.14. Employees should be aware that it is a University policy for the Police to be informed where it is suspected that an employee has committed an act of dishonesty/fraud/sexual offence, is violent or is involved with illegal drugs.

## 10. Breaches of Code of Conduct

10.1. A breach of the code of conduct constitutes misconduct.

10.2. Misconduct is determined as misdemeanour, and as minor, major, serious or gross, based on the facts of the case.

10.3. Misconduct shall be dealt with through the University's disciplinary processes.

**11. Allegations of misconduct:** When an allegation is made that an employee has committed an act of misconduct, the allegation shall be investigated and dealt with in accordance with the provisions of this policy.

## **12. Key Considerations**

12.1. There are a number of key principles that underpin the disciplinary procedure to ensure that employees are treated consistently and fairly.

12.2. In the event of an alleged criminal action reported to the police by the University, the employee shall be suspended without pay pending the result of a police investigation and formal charging of the employee by the police. Such suspension shall be for a period that is necessary for the police to complete its work on the matter, or a maximum of 30 working days, after which the University shall reinstate the employee on partial pay.

12.3. For clarity, any conduct of an employee in his/her private capacity that involves any matter dealing with the exercise of a fundamental freedom of the individual, including freedom of association, and freedom of movement shall not be construed as misconduct or gross misconduct.

12.4. The Staff Conduct and Staff Disciplinary Committees shall examine all evidence before them prior to making their decisions.

12.5. Employees have the right to be accompanied at a staff conduct or staff disciplinary hearing by a representative who is an employee at the University.

12.6. Employees will be given written confirmation of any disciplinary decision taken, which will be placed in their personal files.

## **13. Receipt of Misconduct Allegations**

13.1. When any employee of the University receives an allegation of misconduct from any other employee, he/she shall immediately inform the Director of Human Resources, in writing, of the receipt of the allegation of misconduct.

13.2. When the Director of Human Resources receives an allegation of misconduct, either directly or through an officer of the University in writing, the Director shall determine whether there is any need for investigation.

13.3. For reports that the Director considers not worthy of any investigation, the Director shall advise the parties of this, and copy the advice to the Vice Chancellor for his information.

13.4. For reports that the Director considers worthy of investigation, the Director shall proceed with the investigation and advise the Vice Chancellor of this.

13.5. The Vice Chancellor, of his own motion, whenever he is aware of circumstances, which, in his opinion, are serious enough to require disciplinary investigation, shall normally refer these to HR for investigation, unless there are circumstances of special urgency in which case he may refer the complaint directly to either the Staff Conduct Committee or the Staff Disciplinary Committee for investigation, determination and recommendation.

13.6. If, in the opinion of the Vice Chancellor, the allegation does not need any preliminary investigation, he may formulate a charge sheet and refer the complaint directly to the Staff Conduct Committee or the Staff Disciplinary Committee.

13.7. The Vice Chancellor may at any time suspend any employee from his/her office if, in his judgment, the circumstances so require. In the event the employee is suspended without pay, such suspension shall be for a period no longer than 21 consecutive days from the date of suspension, after which the suspension on account of this provision shall be lifted, and replaced by suspension with 50% pay. In no event should any SCC/SDC resolution take a period more than 8 weeks.

13.8. Nothing in this policy prevents the University in dealing with cases of misconduct as the Vice Chancellor deems fit.

## **14. Investigation**

14.1. An investigation is aimed at establishing the nature of misconduct that has been committed and establishing the facts.

14.2. The investigation shall be conducted by the Human Resources Department of the University within seven days of the receipt of the allegation of misconduct. In instances where there is an absence of technical expertise necessary to carry out the investigation, or in cases of conflict of interest, the investigation shall be undertaken by a person or persons from outside the HR Department. The investigation shall examine the evidence before it, including any evidence it may choose to get through interviews and other means, and make recommendations to the Director HR, following which:

a. The Director HR shall deal with minor misdemeanours, minor misconduct and major misconduct cases within 5 working days.

b. The Director HR shall cause further investigation and make recommendations to the VC within 10 working days for Serious and Gross Misconduct cases.

14.3. Upon receipt of this report, the Vice Chancellor shall make a decision on the recommendation within three working days

except when the Vice Chancellor is out of his/her principal office, in which case he/she shall make a decision within no more than ten working days.

- 14.4. If the decision is for the matter to be dealt with without being remitted to the Staff Conduct or the Staff Disciplinary committees, the VC shall deal with the matter within 10 working days.
- 14.5. If the decision is for the matter to be remitted to the conduct or disciplinary committee's consideration, the HR Department shall formulate a charge sheet against the employee and the SCC/SDC shall deal with the matter within 21 days.

## 15. Staff Conduct Committee

- 15.1. The University shall establish a Staff Conduct Committee, which shall deal with cases of serious misconduct and those that come under the ambit of the Staff Conduct Committee, and other matters as provided for by any regulation or policy of the University.
- 15.2. **Membership:** The membership of the Staff Conduct Committee shall include:
  - a. A staff nominee of the Vice Chancellor, who shall chair the Committee.
  - b. One member of the Senior Management other than the Director responsible for Human Resources, who shall be appointed by the Director responsible for Human Resources on the basis of the person's availability and absence of any conflict of interest.
  - c. One nominee of the employee alleged to have been involved in the major misconduct, the nominee not being a legal practitioner.
- 15.3. **Conflict of Interest:** If a matter concerns a member of the Committee, either as a complainant or as a potential witness, the member shall step aside and an alternative member shall be selected from the Deans or Directors as appropriate.
- 15.4. **Procedures and Penalties**
  - a. The Staff Conduct Committee shall determine its own procedures. However, the procedures shall be in keeping with the principles of natural justice.
  - b. Subject to any restriction of this policy, if the Committee finds the respondent staff guilty of the major misconduct, the Committee may recommend to the Vice Chancellor one or more of the following penalties:
    - i. Reprimand.
    - ii. Demotion in rank and/or salary.
    - iii. Transfer, with or without demotion, to other duties, or to other locations.
    - iv. Any other penalty other than dismissal, considered suitable by the Committee.
  - c. For clarity, the penalties must not be inconsistent with the HR and other Policies of the University.
  - d. The Vice Chancellor shall consider the report and make a deliberate decision on the recommendations of the report. If the Vice-Chancellor concurs with the recommendations, then that shall become the decision on the matter. If the Vice Chancellor does not concur with the whole or part of the recommendations, then he may revert the report to the Committee for consideration of the reasons for the VC's non-acceptance of the recommendation(s), or substitute a fair decision in place of the recommendation.
  - e. The respondent has the right to appeal against the decision to the Staff Conduct Appeals Committee.
  - f. Where there is a complainant in the matter that led to the proceedings, the complainant has the right to appeal to the Staff Conduct Appeals Committee.
- 15.5. **Referral:** The Staff Conduct Committee may recommend referring a case to the Staff Disciplinary Committee. In such cases, the Director responsible for HR shall examine the matter and advise the Vice Chancellor on the recommendation. The Vice Chancellor may endorse the SCC recommendation, or may make a decision as he deems fit.
- 15.6. **Appeals:** Parties may appeal the decision of the Staff Conduct Committee to the Staff Conduct Appeals Committee.

## 16. Staff Disciplinary Committee

- 16.1. The University shall establish a Staff Disciplinary Committee, which shall deal with all matters concerning employee misconduct that are of the nature of gross misconduct, and other matters as provided in any regulation or policy.
- 16.2. The Staff Disciplinary Committee shall comprise:
  - a. an independent chairperson, who shall be a person qualified to be a magistrate or a judge in Solomon Islands, preferably someone who is a retired Magistrate/Judge or retired Legal Practitioner;
  - b. a representative of the employee charged for misconduct; the representative may be any person, including a representative of the trade union of which the person is a bona fide member, provided that the representative is not a legal practitioner and is domiciled in Solomon Islands; and
  - c. a representative of the University, who shall be the nominee of the Vice Chancellor.
- 16.3. **Procedures**

- a. A person nominated by the University's Human Resources Department shall present the University's case to the Committee and shall, for all intents and purposes, represent the interests of the University.
- b. The Staff Disciplinary Committee shall determine its own procedures. However, the procedures shall be in keeping with the principles of natural justice.
- c. The employee being charged with the disciplinary offence shall present his/her own case, or have the case defended by any person he/she selects.

16.4. The following timelines are to be observed by the Staff Disciplinary Committee: 30 days from the charges being brought to the decision to suspend the employee without pay. No more than 60 days shall be permissible for all other cases.

16.5. The intent of the staff disciplinary process is to complete the hearing and announce the decision within 21 days of the suspension of the employee. All attempts shall be made by the HR Department to find the first available date within the first 5 working days of advising the staff of the convening of the SDC. It is the responsibility of the staff to select his/her representative for the SDC during this period. The non-availability of the representative of the employee on any date required by the SDC to complete the process within the time frame, shall not prevent the SDC from proceeding with the case. The employee, however, has the option of advising the HR Department, in writing, of his/her willingness to remain suspended without pay for any period that would enable his/her representative to attend the SDC sessions, in which case the employee shall continue to remain suspended without pay until the SDC completes its deliberations.

16.6. **Appeals:** Parties may appeal the decision of the Staff Disciplinary Committee to the Staff Disciplinary Appeals Committee.

## 17. Report of the Staff Disciplinary Committee

- 17.1. The Staff Disciplinary Committee shall submit its report containing the recommendation to the Vice Chancellor.
- 17.2. The Vice Chancellor shall consider the reports and may accept the recommendations fully, or reject them fully, or accept them in part.
- 17.3. Where the Vice Chancellor does not accept the recommendations of the SDC either fully or in part, he/she shall revert the report to the Committee for consideration of the reasons for the VC's non-acceptance of the recommendation(s), or substitute a fair decision in place of the recommendation.

**18. Proof of Conviction:** When a case involving an employee is taken to a court of competent jurisdiction, any conviction by the court does not prevent the Staff Conduct Committee, the Staff Disciplinary Committee, or the Staff Conduct Appeals Committee or the Staff Disciplinary Appeals Committee from proceeding with the matter.

## 19. Procedures and Penalties

- 19.1. The Staff Conduct Committee, the Staff Disciplinary Committee, the Staff Conduct Appeals Committee, and the Staff Disciplinary Appeals Committee shall determine their own procedures for carrying out their functions.
- 19.2. Subject to any restriction of this policy, if the SDC or the SDAC, as the case may be, finds the respondent guilty of the offence, it may impose one or more of the following penalties:
  - a. Reprimand.
  - b. Demotion in rank and/or salary.
  - c. Dismissal.
  - d. Transfer, with or without demotion, to other duties, or to other locations.
  - e. Any other penalty considered suitable by the Committee.
- 19.3. The penalties must not be inconsistent with the HR and other SINU Policies.

## 20. Dismissal

- 20.1. If the VC concurs with a recommendation of dismissal, the University may provide the employee an opportunity to resign from the University, which shall be exercised within five days of being given the opportunity. If the employee resigns, the notice of dismissal shall not take effect. In such case, the employee shall sign a declaration that he/she was charged for the offence(s) and upon being found guilty, was given the opportunity to resign, which he/she exercised to the exclusion of any other remedy within or outside the University. This option applies in all cases except in cases of physical violence, fraud, thefts and sexual offences.
- 20.2. If the Vice Chancellor concurs with a recommendation of dismissal, and the employee does not accept the option of resigning, the employee shall be summarily dismissed from his/her employment with the University.

## 21. Appeals

- 21.1. The parties may appeal the decision of the Staff Disciplinary Committee in writing with the Staff Disciplinary Appeals Committee within ten working days of being informed of the decision for all cases involving penalties other than dismissal.

- 21.2. For the penalty of dismissal, the employee may appeal the decision in writing within five working days of being advised of the decision, in which case, the filing of the appeal in writing within the stipulated timeframe serves to place a stay on the implementation of the penalty.
- 21.3. When the University appeals the decision of the Committee, the status of the employee as at the date of the commencement of the hearing by the Staff Disciplinary Committee shall remain until the appeal is heard and the decision is made.

## 22. Staff Conduct Appeals Committee

- 22.1. The University shall establish a Staff Conduct Appeals Committee, which shall deal with appeals against the decisions on the case considered by the Staff Conduct Committee.
- 22.2. This Appeals Committee shall be independent of the Staff Conduct Committee. There shall not be any overlapping membership of the Staff Conduct Committee.
- 22.3. The Appeals Committee shall comprise:
- a. a Chairperson, being a member of Senior Management other than the Director responsible for HR, to be appointed by the Vice Chancellor, and
  - b. two other persons, of which one shall be the nominee of the employee charged with misconduct, and one shall be the nominee of the Director of HR.
- 22.4. The appeals committee shall determine its own procedures. However, the procedures shall be in keeping with the principles of natural justice.
- 22.5. The Appeals Committee shall deal with the matter within 30 days.
- 22.6. The Staff Conduct Appeals Committee may allow the appeal, or reject the appeal.

## 23. Staff Disciplinary Appeals Committee

- 23.1. The University shall establish a Staff Disciplinary Appeals Committee, which shall deal with appeals against the decision made on the matter before the Staff Disciplinary Committee.
- 23.2. This Appeals Committee shall be independent of the Staff Disciplinary Committee. There shall not be any overlapping membership of the Staff Disciplinary Committee.
- 23.3. The Appeals Committee shall comprise:
- a. a Chairperson, being a person suitable to be appointed as a judge in Solomon Islands, to be appointed by the Chairperson of the University's Human Resources Committee, and
  - b. two other persons, of which one member shall be the nominee of the employee charged with misconduct, and one member shall be the nominee of the Vice Chancellor.
- 23.4. The appeals committee shall determine its own procedures. However, the procedures shall be in keeping with the principles of natural justice.
- 23.5. The Appeals Committee shall deal with the matter within 30 days.
- 23.6. The Staff Conduct Appeals Committee may allow the appeal, reject the appeal or remit the case back to the Staff Disciplinary Committee for further consideration.

**24. Further Appeals:** Parties may appeal against the decisions of the Appeals Committee under the provisions of Labour Laws.

**25. Acquittal:** If the employee is acquitted of the charge(s) of misconduct, the employee shall be paid all his/her remunerations that may have been withheld and all benefits he/she were entitled to shall be restored except where the Committee specifically decides on the remunerations and/or benefits.

**26. Costs:** The University shall bear the costs of the Committee. The parties shall bear their own costs of prosecution and defence. The Committees shall sit at the campus where the offence took place, except where the University decides on another location, in which case the University shall bear the costs of the transport and fee. The Staff Disciplinary Committee, or the Staff Conduct Appeals Committee, may specifically make recommendations on the costs.

## 27. Gross Misconduct and Summary Dismissal

- 27.1. Nothing in this policy prevents the University from dealing with cases of gross misconduct as the Vice Chancellor deems fit.
- 27.2. The University retains the right of summary dismissal under the following circumstances:
- a. where an employee is guilty of gross misconduct;
  - b. for wilful disobedience to lawful orders given by the employer;
  - c. for lack of skill or qualification, which the employee expressly or by implication warrants to possess;
  - d. for habitual or substantial neglect of the worker's duties; or
  - e. for continual or habitual absence from work without the permission of the University and without other reasonable excuse(s).

- f. for inciting students to carry out protests against the University.

## Policy No.: HR- Conduct-02

### CONFLICT OF INTEREST & COMMITMENT POLICY

#### 1. Policy Statement and Objective

- 1.1. The University respects the right of employees to privacy in their personal activities and financial affairs.
- 1.2. The University also recognises that situations may arise during the term of employment of a person with the University where there may be actual or potential conflict of interest between the employee's non-employment personal interests and the interests of the University.
- 1.3. The objective of this policy is to provide the best code of conduct that prevents any conflict of interest between an employee's non-employment personal interests and the interests of the University. The prime purpose of the Conflict of Interest and Commitment Policy is to provide guidance to employees to enable them to avoid situations in their personal activities and financial affairs which are, or may appear to be, in conflict with their responsibility to act in the best interests of the University.

#### 2. Acting at Arm's length

- 2.1. All employees and council members of SINU shall ensure that they maintain an "arm's length" relationship with service providers.
- 2.2. For clarity, 'Arm's Length' refers to decision makers at SINU acting only and only for SINU's interest, and not be or act under any pressure, duress, or actual or potential incentive or benefit from any other party.

#### 3. Policy

- 3.1. No employee shall engage in any activity which can create a potential conflict of interest and conflict of commitment for the employee as defined in this policy.
- 3.2. Employees are required to disclose all potential conflict of interest and conflict of commitment situations.
- 3.3. An employee shall not participate in any decision making where the employee has a material conflict of interest.
- 3.4. Each employee has a duty to act in the best interest of the University.
- 3.5. Every employee is to fill in the personal declaration form upon taking employment, and thereafter, whenever their personal circumstances with respect to the matters contained in the personal declaration form change. It is the responsibility of the employee to ensure that the information as required in the personal declaration form is always kept current.
- 3.6. An employee who has, directly or indirectly through family or business connections, an interest in supplies of goods or services, or an interest in contractors or potential contractors with the University, should declare this interest in any meeting which discusses matters on supplies and/or contracts. Under no circumstance shall the employee participate in any decision making on supplies and/or contracts, as the case may be, that involves the business or interests in which they have a direct or indirect interest.
- 3.7. No employee shall participate in the selection, award, or administration of a contract with any party with which it has a direct or indirect business/commercial interest. If circumstances are such that the employee is the only person responsible for administration of the said contract, the employee shall advise his/her supervisor of this and produce periodic reports for the Vice Chancellor on the administration of the contract.
- 3.8. No employee shall participate in the selection, award, or administration of a contract with any party with who he/she is negotiating regarding potential employment or any arrangement concerning potential employment with the organisation.
- 3.9. An employee should avoid outside employment or business activity involving obligations, which may in any way conflict or appear to conflict with the University's interests, including its interest in the full or part-time services of any employee.
- 3.10. An employee participating in any selection, award, or administration of a contract, and/or in any decision on employment of a person at the University, including in interview panels and performance appraisal, or determination of remuneration or benefits, who has any of the members of his/her province, village, settlement, or extended family, as the subject of the decision making, shall declare this information to the panel/meeting considering the contract, tender, or interview/appointment, and the Chair and the Secretary of the meeting shall ensure that such declaration is recorded in the meeting minutes.
- 3.11. An employee who feels that his/her traditional position and/or ties, or his/her ties with the village or settlement, may prevent him/her from making an impartial decision on any selection, award, or administration of a contract, or in any

decision on any aspect of employment of a person at the University, including in interview panels, shall declare this position to his/her supervisor, and/or the Director of Human Resources, and/or the Vice-Chancellor.

- 3.12. Directorships or consultation arrangements for which an employee is expected to receive compensation, including per diems, must be cleared with the immediate HR Director or the Vice Chancellor.
  - 3.13. An employee shall not be involved in any personal transaction with any organization where the organization has a business dealing with the University. Where such a personal transaction is necessary, the employee shall declare the details of this transaction to the Director of Human Resources, the Director of Finance and the Vice Chancellor.
  - 3.14. An employee shall not be involved in personal activities that include, but are not limited to, the purchase or sale of securities, real property, or other goods or services in which he/she could or might appear to have the opportunity to use, for personal gain, confidential information or special knowledge gained as a result of his/her relationship with the University.
  - 3.15. An employee should refrain from unauthorized disclosure of non-public information concerning the University's intentions, its investments, its property development, sale or acquisition, its purchasing or its contracting activities.
  - 3.16. An employee shall not make unauthorized use of University resources for his/her personal benefit or for the benefit of any other person.
  - 3.17. No employee shall receive any personal gift and/or favour from any person or organisation with which the University has a business relationship. Personal gifts of more than nominal value offered should be tactfully declined or returned to avoid any appearance or suggestion of improper influence.
  - 3.18. Employees shall familiarize themselves with all national laws on corruption.
  - 3.19. An employee doing business on behalf of the University with specific vendors should refrain from participating on vacation trips with representatives of those vendors. Such trips are not appropriate, even when the employee pays a fee to the vendor to participate in such trips.
  - 3.20. No employee shall act in any University matter involving a member of his/her immediate family including, but not limited to, matters affecting family members' employment or evaluation or advancement in the University, without first making full disclosure. Such disclosure should include the nature of the familial relationship and the impact or potential impact of the employee's action on such family member.
  - 3.21. An employee who believes that his/her conduct or activities may conflict with these guidelines or activities, or may appear to conflict with these guidelines or may otherwise create a conflict of interest, should disclose the details with the Director of Human Resources, and copy the same to the Vice Chancellor.
- 4. Illustrations of potential conflicts of Interest and Commitment**
- 4.1. **Interest in any Concern:** Ownership by an employee or by any member of his or her immediate family of a substantial financial interest, in any concern, with which the University does business, directly or indirectly, or which is seeking to do business with the University.
  - 4.2. **Interest in Transaction:** Representation of the University by an employee in any transaction, which such employee or any relative of the employee or his or her spouse has a substantial financial interest.
  - 4.3. If there is a conflict of interest between a teacher or a trainer involving any relative of the employee or his or her spouse, then this must be declared to the respective Dean or Director as the case may be.
  - 4.4. **Representation by Relative:** Representation of the University by an employee in any transaction where the other party is represented by a relative of the employee or his or her spouse.
  - 4.5. **Use of Confidential Information:** Use of or disclosure of confidential information to outsiders for personal profit or advantage of any person.
  - 4.6. **Gifts or Gratuities:** Acceptance by an employee or any member of his/her immediate family, from any individual or entity who does business with the University or is seeking to do business with the University, of gifts or merchandise, cash or gift certificates in any amount whatsoever, loans, entertainment or other substantial gifts of goods or services. This does not include loans from financial institutions on customary terms, or articles of nominal value normally used for sales promotion purposes.
  - 4.7. **Rendering of Services to other Entities:** Rendering of managerial, consultant or any other substantial services to any entity including services as a director where not specifically authorized by the University; and in particular, where said services are provided on a fee for service or contractual basis.
  - 4.8. **Full Time Service:** Engaging in outside business or employment incompatible with the University's right to full time and efficient service from its employees.
  - 4.9. **Use of Position to Influence Others:** Use of one's position at the University to influence any other individual or entity in its dealings with other parties for the personal profit or advantage of any person.

- 4.10. **Use of Position to Exert Influence:** Participation in any decision where a party is one with which the employee has private or personal business relationship or dealings.
5. **Dealing with Conflict of Interest concerning Student Assessment:** Where a conflict or potential conflict of interest arises during an employee's teaching and/or assessment activity, or where a reasonable person may perceive a potential conflict of interest, for example where an immediate family member, or spouse, is a student in an employee's class, the employee shall immediately advise his/her supervisor of this situation, and the supervisor shall ensure that the employee does not participate in any of the assessment activities of the said student.
6. **Compliance:** Failure to comply with the terms of this policy shall comprise misconduct on the part of the employee.
7. **Conflict of Interest: Management and Governance**
- 7.1. **Application:** This section applies to Members of the Council, including SINU Employees who serve on the Council
- 7.2. **Rules Governing Conflict of Interest**
- a. A Member shall be considered to have a real conflict of interest when he/she holds a personal interest, whether direct or indirect, that he/she is or should be aware of and that would, in the opinion of a reasonably informed and well-advised person be sufficient to put into question the independence, impartiality, and objectiveness that the said Member is obliged to exercise in the performance of his/her duties.
  - b. A Member shall be considered to have a perceived conflict of interest when he/she would appear to have, in the opinion of a reasonably informed and well-advised person, a personal interest, whether direct or indirect, that would be sufficient to put into question the independence, impartiality, and objectiveness that the said Member is obliged to exercise in the performance of his/her duties.
- 7.3. **Management of Conflict of Interest**
- a. Members are expected to have primary responsibility in the identification and management of their own conflicts of interest.
  - b. In order to manage one's conflict, a Member must endeavour to identify what is, or could be, a real or perceived conflict of interest.
- 7.4. **Declaration of Conflict of Interest**
- a. Members are expected to declare to the Council any conflict of interest they foresee in the carrying out of their duty as a member of the Council.
  - b. For any specific Council meeting, members are expected to declare any conflict of interest encountered before the proceedings of the meeting.
8. Any such declaration shall be recorded in the minutes (or a separate *Conflict of Interest Log Book*), by the Secretary and the member shall make his statement on the matter under discussion and then excuse himself or herself from the meeting discussing the matter where the conflict has been declared.



**Policy No.: HR- Conduct-03**  
**TERMINATION OF EMPLOYMENT POLICY**

**1. Policy Statement**

- 1.1. The University aims to ensure that it functions efficiently and effectively to achieve its objectives. To this end, the University aims to provide a working environment that is conducive to optimal employee performance.
- 1.2. However, it may be necessary on occasions to terminate the contracts of employees for specific reasons.

**2. Objective:** This policy outlines the circumstances under which the University may execute such termination.

**3. Termination on Medical Grounds**

- 3.1. Without prejudice to any provision in an employment contract, the University may terminate a contract of employment by giving one month's notice of termination of contract if the employee is certified by the Medical Board as medically unfit for the purpose the employee was hired.
- 3.2. The Medical Board shall be chaired by a specialist medical consultant in the area of illness of the employee.
- 3.3. The employee and the University have the right to nominate, at their respective expenses, one other registered medical practitioner to be on the Medical Board. The University shall be responsible for the expenses of the Chair of the Board, any University nominated practitioner, and any examinations/tests carried out on the recommendation of the Board. The Board shall submit the report to the Vice Chancellor.
- 3.4. Supervisors have the responsibility to ensure that employees who have medical issues are adequately counselled and advised on precautions and safety at work.

**4. Termination on Grounds of Redundancy**

- 4.1. Termination on grounds of redundancy is possible only if:
  - 4.2. there is a change in Council policy, which leads to the nullification of the position that the employee was holding unless the nullification is in title or name of the post only.
  - 4.3. circumstances arise beyond the University's control that requires redundancy.
- 4.4. Without prejudice to any provision in an employment contract, the University may terminate a contract of employment by giving a notice of termination of contract for the same period as required for the employee to provide to the University for resignation, or in lieu of the notice period, a compensation equivalent to the salary for the period that is required for the employee to resign.

**5. Termination on Grounds of Irreconcilable Breakdown in Relationship**

- 5.1. Without prejudice to any provision in an employment contract, the University may terminate a contract of employment by giving three months' notice of termination of contract, or in lieu of the notice period, a compensation equivalent to three month's salary, if there is an irreconcilable breakdown in the relationship between the employee and his/her Supervisor, and any transfer of the employee or supervisor is not possible or feasible.
- 5.2. An irreconcilable breakdown in relationship occurs when the work habits and practices lead either the employee or the supervisor to major communication breakdown between the employee and the employee's supervisor and manager to the extent that productivity begins to suffer.
- 5.3. Prior to termination of employment under this provision, the responsible parties shall be given a period of three months to mend the relationship; this process shall be facilitated by the Human Resources Office.

**6. Termination on Other Grounds**

- 6.1. Without prejudice to any provision in an employment contract, or any provision of the HR policies, the University may terminate an employment contract without notice if the employee:
  - a. is guilty of gross misconduct; or
  - b. has materially breached any of the terms and conditions of his/her contract; or
  - c. is convicted of any criminal offence punishable by imprisonment; or
  - d. for wilful disobedience to lawful orders given by the employer; or
  - e. for lack of skill(s) or qualification(s), which the employee expressly or by implication warranted to possess; or
  - f. for habitual or substantial neglect of his/her duties; or
  - g. for continual or habitual absences from work without the permission of the University or without other reasonable excuse.

**7. Process:** No termination of employment shall be effective without the endorsement of the Vice Chancellor.

**8. Handover**

- 8.1. Employees whose contract of employment is terminated are required to complete the handover formalities before their last date of employment with the University.

8.2. Final salary and benefits shall only be paid upon the completion of the handover process.

9. **Certificate of Employment:** On departure from the University, employees shall be provided with a letter from the University stating the nature and the period of their employment at the University.

**Policy No.: HR- Conduct-04**  
**WORKHOURS, ATTENDANCE & PUNCTUALITY POLICY**

## 1. Policy Statement

- 1.1. The objective of this Policy is to establish reasonable and necessary controls to ensure adequate attendance of employees to work.
- 1.2. Each Faculty/ School or Department must maintain records of time-in and time-out for every employee.
- 1.3. Apart from records of employees' attendance and productivity measurements, a major objective of maintaining time records is to provide a formal record of the whereabouts of University employees, which could prove critical in any possible litigation involving the University and/or University employees.
- 1.4. A daily attendance register incorporating the hours an employee is employed on each day and the days of the employee's employment during each week, shall be kept by the University. Each employee of the University, therefore, shall register on a daily basis his/her presence at the workplace through the mechanisms the University provides, including a biometric attendance system.
- 1.5. The University provides housing support to almost all employees. A fundamental premise for this support is that those staff who are on-Campus housing shall always be at work at the nominated times, while those residing off-campus would ensure that they are sufficiently located that they can present them to work on time.

## 2. Work Hours

- 2.1. A salaried employee shall be required to work at his/her designated workplace for a minimum of 7.5 hours per day (excluding breaks), and upto a maximum of 9 hours per day (excluding breaks) or 45 hours per week (excluding breaks). The total working hours per year is a maximum of 2,160 hours, less statutory holidays, comprising 48 weeks of work at 45 hours per week, and a minimum of 1,800 hours, less statutory holidays, comprising 48 weeks of work at 37.5 hours per week.
- 2.2. The University and its Employees recognise that salary payment is for work done as per the JD, and that mere presence at the University is not the basis for a salary payment. The University also recognises that there may not be an even workload of a salaried employee per day or per year.
- 2.3. By entering into a contract with the University, and signing of the JD, an employee agrees that the work as per the JD is the work that can be done in full-time work at the University, comprising on average 7.5 hours per day and in no case extending beyond 9 hours of work per day (excluding breaks) for all the days per year, comprising a minimum of 1,800 hours per year and a maximum of 2,160 hours per year, less any statutory holiday. The implicit understanding is that there is no need for additional time required to perform the job as required under one's JD.
- 2.4. By entering into a contract with the University, and signing of the JD, parties agree that on certain days or certain weeks, there may not be enough work for salaried employees to occupy them the whole working day or week. In such circumstances, the University shall continue to pay the employees their salary, and not deduct any salary for lack of work being done. Likewise, the parties agree that on certain days or certain weeks, there may be more than the required work for salaried employees to complete in the normal working day or week comprising a minimum of 7.5 working hours per day or 45 hours per week. In such circumstances, the employee shall not demand additional pay. Over the year, the work load shall balance to the norm.
- 2.5. As such, the University would pay overtime to its salaried employees only in situations where an employee was allocated additional work than what is in the JD and which persistently require working additional hours than 9 working hours per day.
- 2.6. Teaching staff normally may need to work over the prescribed maximum working hours of 45 per week during examination marking and assessment periods. To compensate for this work, the University does not demand its teaching staff to teach, assess, etc. each day for a continuous period of 48 weeks per year; in such cases, the University pays its teaching staff by mere presence at their respective work stations.

## 3. Guidelines

- 3.1. Employee working schedules and starting times shall be established on the basis of departmental needs for each work location. The Department Manager is responsible for communicating work schedules to subordinates.
- 3.2. Employees are expected to be at their work station commencing their work at starting time. Work activity should commence at starting times and continue until the normal designated times for breaks, lunch, or the end of work.
- 3.3. Employees who are employed on rostered duties would have their commencing times and finishing times vary according to the roster. The section heads (Deans, Directors, Librarian, PVCs and VC) shall be responsible for rostering work and

determining the commencing and finishing times.

- 3.4. Employees who are required to be at work on account of emergencies or other acceptable reason, for more than 15 continuous hours in a day, are entitled to commence work late the next day. The section heads shall be responsible for determining the commencement time for such a person.
  - 3.5. Employees shall be required to sign in the attendance register, or where provided through the biometric device, immediately upon commencement of work, immediately after completion of duty, and for any break expected to be longer than the scheduled breaks.
  - 3.6. The University shall provide "Attendance Boards" to each section. Employees shall sign the attendance board when they leave their office or workstation on all occasions, other than for scheduled breaks.
  - 3.7. In the event of absence or tardiness from an assigned work schedule, the employee is required to notify the Manager/Supervisor of the same. When reporting absence, the employee must either send an email, or a message by electronic format, or SMS, or telephone his or her Manager, or other designated individual(s) as specified by management. When the employee cannot reach a Supervisor or Manager, the absence should be reported to the senior-most supervisor in the section; the Dean or Director, or the section's clerical officer (clerk/typist/secretary/administrative officer) or executive officer or if none of the above are available, then the absence shall be reported to the Human Resources Department. The employee must communicate this prior to the scheduled start time or be prepared to provide evidence of extenuating circumstances which prevented this.
  - 3.8. Tardiness, unexcused absence or failure to report as regarded is a misconduct.
  - 3.9. The University reserves the right to require an employee to submit a physician's certificate in the event of absences for medical reasons. The University reserves the right to refer an employee who is frequently absenting him/herself, to a Medical Board for assessment of the employee's suitability for continued employment at the University.
  - 3.10. An employee's absence shall be considered excused if covered by policy and the employee provides proper and timely notification deemed satisfactory by the Manager. Timely notification means providing advance notice for absences which can be anticipated.
  - 3.11. An employee's absence shall be deemed not excusable when an employee fails to call in, gives a late notice, fails to give advance notice for an absence that could be anticipated, exceeds the number or length of absences as defined by policy or authorized in advance by the Manager, or has habitual and/or repeated absences.
  - 3.12. The University recognizes that with modern technology, flexibility in work performance is strengthened. As such, an employee may work from another location. In such cases, he/she must seek written permission from his/her supervisor, with a copy of the request and the response submitted to the HR Department. Any breach of this would be regarded as a misconduct. In all such cases, if the employee is permitted to work from another University location, the sign-in and sign-out shall be done at that location.
  - 3.13. Excessive absenteeism, regardless of reason(s), that render an employee insufficiently available for work, shall be regarded as misconduct.
  - 3.14. An employee who is absent without authority for more than 24 hours during the working week without acceptable notification to his/her superior or an authorized designated senior officer in the University, shall be deemed to have abandoned the position and shall be summarily dismissed from employment. In such cases, the head of department/Manager is to notify the Human Resources Director who will handle related personnel processing. In such circumstances, the University reserves the right to advise the public of the employment status of the defaulter.
  - 3.15. Excessive absenteeism from the assigned work station after reporting to work, regardless of reason(s), which render an employee insufficiently available for work, shall be regarded as misconduct.
  - 3.16. The Department office administrator, or an officer designated by the supervisor or the University for this purpose, shall be responsible for maintaining attendance records and for relevant reporting.
- 4. Procedures for Being Late to Work**
- 4.1. The Head of Department / Human Resources Department must ensure the employee provides at least an hour's notice in advance of his/her lateness were such lateness reasonably predictable by the employee.
  - 4.2. It is a misconduct if the employee continues to be late without a valid reason after he/she has been adequately counselled by his/her supervisor.
  - 4.3. A valid reason in this context means a reason that was beyond the control of the employee, or which was not within reasonable anticipation of the employee.
- 5. Accountability**
- 5.1. The accountability for staff attendance to work is with the respective Dean, Director, PVC VC).
  - 5.2. The respective head is obliged to ensure that tardiness is duly reported to HR, and appropriate formal counselling

provided to the concerned employee.

- 5.3. The heads do not have authority to excuse staff who are habitually late to work, or leave early from work, or remain absent for long periods after reporting to work. The only exception is when the heads formally agree to a flexible work arrangement with an employee.

## **6. Flexi-Work**

- 6.1. The modern work environment enable flexi work arrangements to be productive and full-filling to employees.
- 6.2. The University may allow its employees a flexi-work arrangement. This may include:
  - a. early or late commencement, and associated early or late departures from work;
  - b. stretching longer hours and commensurate hours off work at other times;
  - c. working on weekends and taking commensurate days/hours off at agreed to times;
  - d. producing certain specified kinds or categories of assigned output, from another location, including from home.  
Under no circumstance shall teaching and individual or group student consultation be allowed to be carried out under flexi-work arrangement.
- 6.3. All flexi-work proposals must be documented in the form of an agreement, duly signed by the section head (dean, director, PVC or VC), the concerned employee, and witnessed by a nominated senior HRD employee. Copies of the agreement are to be forwarded to the VCO.
- 6.4. No flexi-work agreement shall be entered where the absence of an employee from normal office hours would affect the normal operation of business of the university, or which shall place undue expenditure on the University to cater for the flexi-work arrangement.
- 6.5. Employees proposing or agreeing to enter into flexi-work agreements, shall indemnify the University of all costs, expenses, or claims arising from them carrying out their work away from their assigned work stations.
- 6.6. Each flexi-work agreement shall be reviewed jointly by the HRD and the concerned section at least on a quarter basis, and review reports provided to the OVC. Unsatisfactory productivity reports shall be the reason for the termination of the flexi-work agreement.

**Policy No.: HR- Conduct-05**  
**MEAL AND REST PERIODS POLICY**

1. **Policy Objective:** The objective of this policy is to encourage employees to take meal and rest breaks.
2. **Policy Guidelines**
  - 2.1. In accordance with applicable law, employees are entitled and encouraged to, take meal and rest periods at times and under conditions prescribed by management.
  - 2.2. The intent of this policy is to provide opportunities for employees to meet their dietary/health needs, and to rest and relax periodically from assigned work tasks.
  - 2.3. The normal working day for an employee is determined by the work requirements of the section the employee works in. This is determined between the supervisor and the employee within the operational requirements of the University.
  - 2.4. In determining the work roster, a salaried employee shall be required to work for a minimum of 7.5 hours per day (excluding breaks), to a maximum of 9 hours per day and 45 hours per week (excluding breaks).
3. **Breaks**
  - 3.1. Unless an employee's employment contract provides otherwise, non-compensable meal periods of at least 30 minutes but not more than 60 minutes are provided for all employees and should be taken after not more than 5 continuous hours of work.
  - 3.2. In addition employees are required to take a 15 minute rest period after each continuous two and a half hours of work; a maximum of two such breaks are permitted per day.
  - 3.3. Rest periods are not accumulated, nor shall they be combined with or added to an employee's meal period.
  - 3.4. In order to ensure continuity of services, and to provide flexibility of service delivery, the University may roster work. In such cases, the rest periods and/or meal periods may not coincide for all workers.
  - 3.5. For Support Services employees who are at work for more than 12 continuous hours in a day for whatever reason but with the permission of the supervisor, are entitled to a rest period of two hours the next consecutive working day. This break is not available for work that precedes a non-working day.
  - 3.6. For teaching employees, the break times are flexible, with due regard to the class timetabling.
4. **Meals**
  - 4.1. Employees shall be relieved of duties entirely during the meal period. They shall normally not be required to consume food at their work station (or, for teaching staff, in classrooms) except under special conditions approved by their managers.
  - 4.2. The University shall make provision for facilities for employees, attachees, volunteers and interns to have their meals.
5. **Limitation:** The nature of a worker's work or the nature of the task may moderate the strict application of this policy; this moderation shall be within strict reason.

**Policy No.: HR- Conduct-06**  
**DISCRIMINATION AND HARRASSMENT POLICY**

**1. Policy**

- 1.1. It is the policy of the University to administer its personnel practices in an environment free of discrimination or harassment. The University regards discrimination and harassment as unacceptable and has zero tolerance for it.
- 1.2. The University and its management are committed to helping redress any discrimination or harassment that occurs at the University, and to accommodate individuals who are victims of discrimination or harassment.

**2. Scope**

- 2.1. This Policy is applicable to all employees, students, and visitors at the University.

**3. Discrimination**

- 3.1. Discrimination is defined as conduct at the workplace that treats a person or people (students, other employees and visitors) differently from the treatment that the job requires to be given to the respective person and where such different treatment can be reasonably attributable to the person's personal characteristics.
- 3.2. Personal and social characteristics referred to in this policy include race, ethnicity, colour, gender, disability, physical appearance, national extraction, provincial extraction, social origin, marital status, pregnancy, sexual orientation, beliefs on religion, or political opinion.
- 3.3. This policy prohibits discrimination on the basis of a person's personal or social characteristics or on any other basis as provided for by the laws of Solomon Islands.
- 3.4. The University respects the right of its employees to hold, vigorously defend, and express their ideas and opinions in an atmosphere of mutual respect, understanding, and sensitivity. However, the right to free expression does not excuse any employee from engaging in discrimination or harassment.
- 3.5. Individuals or groups who engage in discrimination or harassment as defined by this policy, shall be subjected to disciplinary action up to and including termination from employment or dismissal from the University.

**4. Harassment**

- 4.1. Harassment occurs when a worker is harassed in his or her workplace, or places where workers are gathered for work-related purposes including social activity, when an employer or its representative or a co-worker:
  - a. makes a request of a worker for any other form of activity which contains an implied or overt—
    - i. promise of preferential treatment in that worker's employment;
    - ii. threat of detrimental treatment in that worker's employment; or
    - iii. threat about the present or future employment status of that worker;
  - b. by the use of a word (whether written or spoken) of a nature or materials of a nature,
  - c. by physical behaviour or gestures of a nature, or
  - d. creates an intimidating, hostile or humiliating work environment by conduct, word or both on the basis of protected physical characteristics, that subjects the worker to behaviour which is unwelcome or offensive to that worker (whether or not that is conveyed to the employer, its representative or the perpetrator) and which is either repeated or is of such a nature that it has a serious detrimental effect on the worker's employment, job performance or job satisfaction; in this context, detrimental effect includes the creation of an environment which affects a worker's physical, emotional or mental health and well-being.
- 4.2. Additionally, subject to a strict test of proof, harassment may include the following repeated activities:
  - a. verbal abuse, or threats, or intimidation, where an objection is made in writing by the aggrieved;
  - b. unwelcome remarks, jokes, innuendos or taunting about a person's characteristics, including body, attire, age, marital status, ethnicity or origin, religion, sexual orientation, or gender, or invitations or requests, leering, offensive gestures, physical contact including touching, patting, pinching, or stroking, where the "unwelcome" element is demonstrated via a written objection by the aggrieved;
  - c. display of sexually explicit, racist or other offensive or derogatory material, where such display is beyond the private sight of the employee;
  - d. not responding to requests or not making a timely decision that is required to be made by the person which frustrates the work or activities of another employee or section.
- 4.3. Harassment does not include appropriate employee/employer supervisory practices, including warnings, or instructor/student instructional processes.

**5. Duty to Accommodate**

- 5.1. Duty to Accommodate refers to the obligation of the University to take reasonable steps to eliminate disadvantages from

a rule, practice or physical barrier that has or may have an adverse impact on individuals or groups of individuals.

## 6. Visitors

- 6.1. Visitors are those people who volunteer at the University or participate in Board or other committee activities or who otherwise visit the University.
- 6.2. Visitors are expected to follow the University's Discrimination and Harassment Policy while at the University.

## 7. Processes

- 7.1. Upon receiving a complaint of Discrimination or Harassment, the Human Resources Department may appoint a suitable office holder to investigate the complaint. The appointed officer shall provide a copy of the Discrimination and Harassment Policy and Procedures to both the complainant(s) and respondent(s). The appointed officer shall then determine if the complaint falls under the jurisdiction of this Policy.
- 7.2. If the complaint does not fall under this Policy, the Complaint will be dismissed. When complaints are dismissed, the officer, through the Human Resources Department, shall submit a report to the Vice Chancellor on the basis for dismissing the complaint.
- 7.3. When the complaint falls within the jurisdiction of this Policy, the appointed Officer shall determine, based on the nature and/or severity of the complaint, whether the complaint ought to proceed as a counselling/mediation issue or as a disciplinary issue.
- 7.4. If the Officer determines that the matter be treated as a counselling/mediation issue, the appointed Officer shall act as a facilitator between the complainant(s) and respondent(s) to try to resolve the issues under the complaint, and to counsel the respondent.
- 7.5. If the counselling/mediation process is unsuccessful, then the complainant, the respondent or the appointed Officer may initiate the formal disciplinary procedure.
- 7.6. During the course of a formal disciplinary process, the University shall exercise the duty to accommodate and to take any step that is deemed appropriate to provide the complainant(s) a non-hostile environment to work, and/or study, and/or participation in the disciplinary process.

## 8. Remedies

- 8.1. The University shall take such disciplinary action(s) or other sanctions it deems appropriate against respondents covered under this Policy up to and including summary dismissal or expulsion.

## 9. Procedures for Complaints on Sexual Harassment or Racial Discrimination

- 9.1. Any employee who feels that he or she has been a victim of sexual harassment or racial discrimination at the University should contact within a day of the incident, any of the following University officers:
  - a. Immediate supervisor
  - b. Director or the industrial relations section of the Human Resources Department
  - c. Official University counsellor, or
  - d. Deans/Directors on any of the Campuses or
  - e. An officer of the University's office responsible for Counselling.
- 9.2. The officer listed above who has been contacted by an employee alleging harassment and/or racial discrimination must immediately advise the Director of Human Resources of the report of the incident, and in consultation with the Director, organise immediate counselling support and minimise the risk or likelihood of any further harassment/discrimination of the employee.
- 9.3. The complainant must submit a written and signed statement of the complaint to the Director of Human Resources within three (3) days of the incident.
- 9.4. Upon receipt of the written complaint, the Director of Human Resources must cause a preliminary investigation of the complaint to be carried out within five working days of the report.
- 9.5. Investigations concerning sexual harassment shall have a member of the same sex present on the investigating team.
- 9.6. On the basis of the report, the Director shall make a preliminary determination whether sexual harassment or racial discrimination has occurred. The parties shall be accordingly informed, and where the preliminary determination shows that no harassment or discrimination has occurred, a full report shall be promptly submitted to the Vice Chancellor.
- 9.7. If the Director makes a preliminary determination that sexual harassment or racial discrimination has occurred, the offender will be dealt with in accordance with the applicable University disciplinary procedures.
- 9.8. An employee's failure to report the occurrence of sexual harassment as per these procedures shall be deemed to waive any right of redress for the employee.

## 10. Confidentiality

- 10.1. All students, employees and visitors are expected to maintain confidentiality when dealing with any matter under this



Policy.

10.2. This clause does not prohibit a complainant or respondent from seeking appropriate advice such as counselling from a Student Counsellor, Human Resources Department, a qualified medical professional, parent, community elder, or any other person of similar standing.

#### **11. Obligation**

11.1. All individuals to whom this Policy applies are required to co-operate with the internal processes of the University and to provide to the investigator(s) any and all information relevant to any matter involving this Policy. This includes an obligation to provide evidence at the investigator(s) request. Individuals who do not co-operate may be subjected to disciplinary action.

#### **12. Natural Justice**

12.1. The rules of natural justice shall apply in the administration of this policy.

**Policy No.: HR- Conduct-07**  
**WORKPLACE BULLYING POLICY**

## 1. Policy Statement

- 1.1. The University is committed to providing a positive working environment free from intimidation, undue ridicule and harassment. Every Manager/Head of Department, supervisor and employee has a responsibility to maintain a working environment free from bullying.
- 1.2. The University shall investigate all complaints of bullying and will take remedial action as necessary.

## 2. Principles

- 2.1. The principles which apply to the workplace bullying complaints procedure are:
  - a. everyone has a right to be treated with respect;
  - b. everyone has a right to natural justice;
  - c. complaints will be treated in confidence and when confidentiality cannot be guaranteed this will be clearly indicated;
  - d. access to counselling for affected employee(s), and
  - e. all incidences of bullying will be dealt with promptly, thoroughly, fairly and confidentially.
- 2.2. Making false or malicious complaints of bullying shall be regarded as a serious disciplinary offence.
- 2.3. To protect employees from malicious claims of bullying it is a fundamental premise of this policy that the claimant to bullying behaviour has to come with clean hands.

## 3. What is Workplace Bullying?

- 3.1. Workplace bullying is the tendency of individuals or groups to use persistently aggressive or unreasonable behaviour against a co-worker, subordinate or supervisor.
- 3.2. Workplace bullying has the deliberate intent of causing physical and/or psychological distress to others.
- 3.3. Workplace bullying can include such tactics as verbal, nonverbal, psychological, or physical abuse and humiliation. Bullying at the workplace can include:
  - a. public humiliation(s), or regularly being quick to criticize and slow to praise, or unreasonable persistent criticism, which is not part of a managing performance process, or loud and aggressive attacks or more subtle intimidation such as constant criticism of a trivial nature;
  - b. regularly threatened with dismissal in the presence of other employees or persons;
  - c. regularly threatening the supervisor;
  - d. any form of behaviour that undermines the ability of the employee to perform or advance in his/her profession;
  - e. taking credit for work the alleged victim has done;
  - f. unfairly passed over for promotion or denied training opportunities;
  - g. social ostracism or isolating the employee from colleagues;
  - h. physical assault or verbal and physical abuse, for example, shouting and throwing objects at the employee; and
  - i. refusal to delegate, or withholding information the employee needs to perform his/her job, and/or removing responsibility and/or imposing menial tasks when such action is not merited on account of performance.
- 3.4. Bullying does not include:
  - a. differences of opinion, and non-aggressive conflicts and problems in working relations,
  - b. workplace counselling, managing underperformance and other action in accordance with HR policy and procedures, or
  - c. criticism for tardiness, inefficiency, incompetence, or negligence in work output expected from the position, including harsh criticism for persistent tardiness, inefficiency, incompetence, or negligence in work performance, or
  - d. asking that an employee perform his/her job as per the job requirement, and/or abide by SINU policies and processes.
- 3.5. A claim of bullying shall not be resorted to by an employee who does not carry out lawful instructions, or whose performance is habitually below expectation of the job, or whose attendance to work is irregular.
- 3.6. An employee resorting to a claim of bullying to prevent scrutiny of his/her unethical behaviour, tardiness, inefficiency, incompetence, or breach of policy and procedures, shall be deemed to be committing a gross misconduct.
- 3.7. Behaviour will only be defined as bullying if a "reasonable person" observing the situation would consider it to be bullying. The reasonable person is defined as an objective third party in the industry/profession.
- 3.8. The test of workplace bullying is that the activity(ies) have the deliberate intent of causing physical and/or psychological distress to others for reasons other than normal performance expected of the job.

## 4. Effects of Bullying

- 4.1. The effects of bullying on the person can include:
  - a. severe psychological distress, sleep disturbances and general feelings of anxiety,
  - b. physical symptoms such as stomach-aches, headaches and general ill-health,
  - c. incapacity to work, reduced output and performance, or
  - d. loss of self-confidence, self-esteem and sometimes even suicidal behaviour.
- 4.2. The effects of bullying on the organization can include:
  - a. lower workplace productivity and efficiency,
  - b. high employee turnover with resultant increase in recruitment costs, as well as down time costs as replacement workers are trained in their new jobs,
  - c. increased absenteeism and sick leave,
  - d. the direct cost of dealing with complaints of bullying such as the cost of counselling affected workers, costs associated with disciplinary action, and the like, and
  - e. stress related costs via the workers compensation system with resultant increase in insurance premiums and/or rehabilitation costs, poor morale.
- 4.3. Bullying also affects the integrity and reputation of the University.

## **5. Responsibilities of Managers and Supervisors**

- 5.1. Managers and supervisors are responsible for ensuring that all employees understand that bullying is not tolerated at the workplace, and are responsible for taking early corrective action to deal with behaviour, which may be offensive or intimidating in nature.
- 5.2. If a manager or supervisor feels that a reported incident might constitute bullying and the manager/supervisor feels that the nature of the complaint is outside their expertise, he/she shall refer the matter to the Human Resources Department.
- 5.3. The prevention of bullying requires managers and supervisors to:
  - a. be aware of, identify and prevent bullying in the workplace,
  - b. eliminate bullying regardless of whether a complaint is received or not,
  - c. encourage all employees to behave in accordance with the principles of equal opportunity and anti-discrimination,
  - d. provide leadership and role modelling in relation to appropriate and professional behaviour in the workplace, and
  - e. respond promptly, sensitively and confidentially to all situations where bullying is exhibited or is alleged to have occurred.

## **6. Employee and Co-Worker Responsibilities**

- 6.1. The prevention of bullying requires employees to be responsible for the following actions:
  - a. be aware of and identify bullying behaviour and where appropriate, utilize internal or external mechanisms to stop any further instances of bullying behaviour, and
  - b. behave in accordance with the principles of equal opportunity and anti-discrimination.
- 6.2. If bullying behaviour is witnessed or experienced and the employee feels that he/she is able to, then the employee may speak with the alleged bully to object to the bullying behaviour.
- 6.3. If bullying behaviour is witnessed, the employee shall act as a witness if the matter proceeds to investigation stage.
- 6.4. An employee who believes he/she is being bullied must, in the first instance, consult the University counsellor for advice and assistance.
- 6.5. Employees who experience bullying can seek to resolve the situation informally or formally.

## **7. Informal complaints procedure**

- 7.1. Employees should contact the University Counsellor to discuss their concerns.
- 7.2. Informal resolution may include local mediation between parties at the workplace when appropriate.

## **8. Formal complaints**

- 8.1. After consulting the University Counsellor, a formal complaint of bullying will need to be made in writing, to the Director of Human Resources, who shall investigate and make a preliminary determination on whether bullying has occurred.
- 8.2. If it is established that bullying has not occurred, the Director shall provide a full written report on this to the Vice Chancellor.
- 8.3. If it is established that bullying has occurred, the Director shall advise the parties of the outcome, arrange for suitable counselling of the parties, or carry out a second investigation within six months of the completion of all counselling to ascertain whether the problem has been resolved.
- 8.4. If within six months, a repeat bullying incident is reported by the aggrieved employee, the matter shall be referred to the staff conduct committee for its consideration.
- 8.5. A supervisor or manager who observes unacceptable conduct occurring may take independent action to report the

matter to the Human Resources Department even though no complaint has been made.

#### **9. Confidentiality**

- 9.1. An accusation of bullying can be potentially defamatory, especially if confidentiality is not observed and a person's reputation is unfairly damaged. Discussions, information and records related to complaints must on all occasions remain factual and confidential.
- 9.2. All documentation and details of bullying enquiries and grievances shall be kept securely by the Human Resources Department.
- 9.3. Any complaint of bullying shall be made by the complainant to the University counsellor and the Director of HR; copying the complaint to any person other than these two office holders, shall be deemed to malign the alleged perpetrator.

#### **10. Victimisation**

- 10.1. Victimisation as a result of reporting workplace bullying is regarded as a serious breach of conduct and will automatically result in a formal investigation, which if proven, may result in disciplinary action being taken against the perpetrator, which may include dismissal.

#### **11. Counselling Mandatory**

- 11.1. It is University policy to provide mandatory counselling to victims of workplace bullying.

**Policy No.: HR- Conduct-08**  
**WHISTLEBLOWER PROTECTION POLICY**

## 1. Policy Statement

- 1.1. As part of the University's good corporate governance practices, this policy is intended to protect an employee who engages in good faith disclosure of alleged wrongful conduct to a designated University official. More specifically it:
  - a. encourages employees to disclose serious breaches of conduct covered by University policies or laws of Solomon Islands;
  - b. informs employees how allegations of wrongful conduct may be disclosed;
  - c. protects employees from reprisal by adverse employment action as a result of having disclosed wrongful conduct; and
  - d. provides individuals who believe they have been subjected to reprisal, a fair process to seek relief from retaliatory acts.
- 1.2. Nothing in this policy is intended to interfere with legitimate employment decisions to provide protection to University employees who:
  - a. disclose or threaten to disclose to their supervisor an act or omission that the employee reasonably believes to be a violation of law, rule or regulation by another University employee;
  - b. provide information to or testify before any authorised state authority conducting an investigation hearing or inquiry into a violation of law, rule, or regulations; or
  - c. assist or participate in a proceeding to enforce the Code of Conduct.
- 1.3. The University shall not reprimand, discharge, suspend, demote or deny promotion or transfer an employee in relation to an employee's exercise of any one of the three protected activities listed in s1.2 above.
- 1.4. The Code of Conduct and Disciplinary Policies provide remedies for employees who feel they have been adversely treated only by reason of their actual or suspected whistleblower activity.

## 2. Breach of Policy

- 2.1. Notwithstanding any other policy, regulation or national or international law:
  - a. any disclosure to an individual or organisation outside the University prior to exhausting the processes provided for in this policy, or
  - b. a disclosure in breach of the procedures for disclosure,
 shall comprise a breach of the Whistle-blower Protection Policy. Such breach shall be deemed to be a gross misconduct.

## 3. Conduct and Behaviour

- 3.1. The University has developed policies and procedures for enforcing standards of conduct and behaviour.
- 3.2. An employee can not be compelled by a supervisor to violate a University policy, an applicable law, or public policy.
- 3.3. In the interest of the University, an employee who has particular knowledge of specific acts, which he or she reasonably believes constitute wrongful conduct should disclose the conduct to the Director of HR and/or the Vice Chancellor without delay.
- 3.4. **Wrongful Conduct**
- 3.5. Wrongful conduct is defined in this policy to be:
  - a. a violation of any University policy;
  - b. a violation of applicable laws of the Republic of Solomon Islands; and/or
  - c. the use of University property, resources, or authority for personal gain or other non-University-related purposes except as provided for under University policies.
- 3.6. **Disclosure and Investigation**
- 3.7. Where the University has defined policies and procedures for maintaining standards of conduct and disclosure of violations, the applicable University policies should be followed to disclose such violations.
- 3.8. In matters relating to wrongful conduct, mismanagement of University resources, or an abuse of authority, which is not covered by specific University policy, the Director of HR is designated to receive such disclosures and conduct or co-ordinate follow up, which may include an investigation of the disclosure.
- 3.9. The Human Resources Department maintains records of these allegations. The Director of HR will determine whether to refer it to other Departments (for example, internal audit, campus security, OHS Committee, and so on) who will follow up on the matter, which may include an investigation of the disclosure.
- 3.10. Laws and University policies impose privacy and confidentiality restraints on reporting the results of such a review or

investigation. Within the constraints of these laws and policies, the Director of Human Resources will acknowledge, and as appropriate and permissible by law and policy, provide confirmation of the status and outcome of the review.

3.11. A disclosure warranting an investigation is not the same as making a complaint of reprisal.

3.12. Malicious Complaints - Any employee raising a malicious complaint using the whistle blower provision shall be deemed to have committed a gross misconduct.

3.13. In matters of disclosure, the University will make all reasonable efforts to maintain the identity of the employee making the disclosure confidential, as long as maintaining confidentiality does not interfere with conducting an investigation of the specific allegations or taking corrective action.

#### **4. Complaints of Reprisal**

4.1. The Director of HR will co-ordinate with the Vice Chancellor or other senior management staff to appoint an investigator. The investigator will report findings and recommendations to the senior management official concerning whether retaliation occurred, and if so, what should the appropriate remedy or remedies be.

4.2. The decision of the Vice Chancellor shall be final.

#### **5. Whistle-blowing Procedures**

5.1. When Wrongful Conduct is alleged against a fellow employee, the person disclosing can disclose the activity to any one or more of the following:

- a. Immediate Supervisor of the employee.
- b. Section head (Dean or Director).
- c. Director of HR.
- d. Vice Chancellor.

5.2. When Wrongful Conduct is alleged against a Supervisor, the person disclosing can disclose the activity to any one or more of the following:

- a. Immediate Supervisor of the Supervisor
- b. Section head (Dean or Director).
- c. Director of HR.
- d. Vice Chancellor.

5.3. When Wrongful Conduct is alleged against any officer higher than a Supervisor, the person disclosing can disclose the activity to any one or more of the following:

- a. Section head (Dean, Director).
- b. Director of HR.
- c. Vice Chancellor.

5.4. When Wrongful Conduct is alleged against a Dean or Director or PVCs or any officer between the ranks of Director and Vice Chancellor, the person disclosing may disclose the activity to any one or more of the following:

- a. The Vice Chancellor.
- b. The Chairperson of the University Council's Human Resources Committee.

5.5. When Wrongful Conduct is alleged against the Vice Chancellor, the person disclosing may disclose the activity to any one or more of the following:

- a. The Chairperson of the Council's Human Resources Policy Committee.
- b. The Chairperson of the University Council.

5.6. When Wrongful Conduct is alleged against the Chairperson of the University Council, or any chair and/or member of the University Council, the person disclosing may disclose the activity to the Minister responsible for tertiary education.

5.7. It is strongly recommended that the employee making disclosures also advise either the Director of HR or the Vice Chancellor of the alleged wrongful conduct. This will serve to advance the integrity of this policy, as well as provide further protection to the employee making such disclosure(s).

#### **5.8. Obligation of the Officer with the Disclosure**

5.9. The office holder who has received any disclosure of wrongful conduct shall deal with the disclosure promptly and decisively by either submitting it to be dealt with by the staff conduct or staff disciplinary committee, or submitting the disclosure to the Director of Human Resources, with a copy to the Vice Chancellor, to be dealt with.

#### **5.10. Anonymous Disclosures or Complaints**

5.11. Where an anonymous complaint is received which can easily be ascertained by the University to be true, it shall be regarded as a bona fide disclosure of an irregularity that the University must act on.

5.12. Anonymous complaints received which cannot be subject to verification on a prompt check, and/or confirmation without further information from the complainant, shall be disregarded.

**Policy No.: HR- Conduct-09****PARTICIPATION IN POLITICAL ACTIVITIES POLICY****1. Policy Statement**

- 1.1. People of Solomon Islands have a constitutional right to enjoy the freedoms bestowed upon individuals by the Constitution and other laws of the land. As such, they have the liberty of freedom of expression, and the liberty to engage in political activities. They are free to join political parties or to hold office in political parties. They can attend meetings of a political nature and may speak and vote at such meetings. Expatriate staff have their corresponding freedoms and rights in their respective countries.
- 1.2. Employment at the University, however, calls for the exercise of responsibility. Universities are seen, by the average person, as centres of excellence in ideas and thought. University credibility is intricately linked to the conduct of university employees.

**2. Political Conduct**

- 2.1. By nature, political party activism involves taking positions that need not always be logical, consistent, universalistic, or consistent with the ideals of the very conventions that bestow people the freedom of association and expression. In certain cases, such activities may also come into direct conflict with the foundations of academic freedom, or the interests of the University.
- 2.2. As such, it is the policy of the University that its employees refrain from active political party participation. This requires employees to refrain from making any statement that is not within the best traditions of scholarship, and from making statements on behalf of political parties and/or political leaders. This also requires employees to refrain from directly identifying with political parties.
- 2.3. Employees who wish to be involved in high profile association with political parties need to seek leave from the University (annual leave, or leave without pay) for the duration the employee intends to remain associated with political parties. Such leave applications shall not be withheld unnecessarily by the University.

**3. Participation in Elections**

- 3.1. Employees intending to contest national or local level elections need to take leave from the University from the date of their announcement of intention to contest, or the announcement of their names by the organisation under whose banner they intend to contest. Such leave may include any annual leave that is due, failing which, leave without pay shall apply.
- 3.2. Employees who are duly elected to the Parliament (either House) shall be deemed to have resigned from the date of the appointment to the House.
- 3.3. If an employee contesting an election is not elected, the employee must return to duties within seven days of the date of the declaration of the result in the constituency or locality in which the employee contested. An employee who fails to so return shall be deemed to have resigned from the University.
- 3.4. Employees who are duly elected to local bodies which pay salaries (for example, provincial councils) shall be deemed to have resigned from the University from the date of the election. However, where employees are appointed to any local body by the government, and where they receive no remuneration, their employment status shall remain intact, but they would have to ensure that such appointment does not adversely affect their University duties and obligations.

**4. Liability**

- 4.1. No expenses or liability of any kind will be met by the University in respect or as a result of any political activity undertaken by the employee. The University shall not facilitate or support financially or in any form, any election bid by any employee, or any political activity undertaken by the employee.
- 4.2. Political materials must not be distributed or displayed by any employee on University premises and/or through University facilities.
- 4.3. Campaigning or political activity whilst on duty is not permitted.
- 4.4. University facilities and resources shall not be used in any way for any political activity.

**Policy No.: HR- Conduct-10**  
**UNSATISFACTORY PERFORMANCE POLICY**

**1. Policy Statement**

- 1.1. These regulations are aimed at encouraging employees whose performance is unsatisfactory or who display poor work habits, to achieve and maintain performance levels that the employees were hired for and those which are expected at the position held by the employee.
- 1.2. The regulation intends to provide ample opportunity for employees to improve their performances before their services are terminated. It is University policy to provide the necessary resources for employees to carry out their duties satisfactorily.

**2. Definitions**

- 2.1. Unsatisfactory performance is performance that is below the generally accepted level of performance for the position an employee was hired to occupy.
- 2.2. Indicators for measuring unsatisfactory performance include volume/quantity of output, timeliness of output, efficiency in completing work to deadlines, and quality of output. Work attendance and diligence have bearing on performance.
- 2.3. Some indicators for measuring performance may be regulated by other policies of the University, such as policies on attendance, workload, drugs, alcohol and betel nut chewing, etc.

**3. Application:** The procedures apply to all employees.

**4. Levels of Action:** For employees whose performance is unsatisfactory or poor, or below the expectations of the supervisor, the following levels of action shall be taken:

**4.1. Step One: Counselling**

- a. The supervisor may on his/her discretion, or on the instruction of the Director of Human Resources or the Dean, Director, PVC, or Vice Chancellor, counsel the employee and advise him/her of the need to improve his/her performance.
- b. The supervisor shall also provide a clear guideline on ways and methods of improving performance.
- c. The supervisor and the employee shall both sign-off the counselling session proceeding(s).
- d. The counselling programme shall extend to no more than six weeks.
- e. The supervisor and/or the employee may ask for a representative from the Human Resources Department to be present at the counselling session(s).

**4.2. Step Two: Caution Letters**

- a. If unsatisfactory performance continues after six weeks of the counselling session, the supervisor may on his/her own discretion, or on the instruction from the Director of Human Resources or the Dean, Director, PVC, or VC, issue the employee a caution letter.
- b. The caution letter shall provide a statement on the employee's performance, and the measures the employee was advised to take during counselling. A copy of the caution letter shall be sent by the issuing officer to the HR Department for records.
- c. Three caution letters may be given, each giving one week to the employee to improve performance.

**4.3. Step Three – Warning Letters**

- a. If poor or unsatisfactory performance continues after 3 written caution letters, upon the written advice of the supervisor, the employee shall be given a written warning letter by the Director of Human Resources.
- b. The letter must be given with clear advise instructing the employee about the improvements needed in his/her performance and action to be taken to improve performance.
- c. If performance does not improve, two additional warning letters may be issued, each giving the employee two weeks' time to improve performance.

**4.4. Step Four – Demotion**

- a. When poor performance persists after steps one to three have been followed, the employee shall be demoted to a level that is commensurate with the employee's performance level.
- b. Demotion in rank is only possible when there are established ranks at the lower levels in the hierarchy. If there is no lower rank, then demotion shall be in salary.
- c. If there is no salary/wage that is lower than what the employee is receiving, the option of demotion is deemed to have been exhausted.

**4.5. Step Five – Termination of Employment:** Where poor performance persists after steps one to four have been followed, the employee's employment at the University shall be terminated without further notice.



**4.6. Responsibility:**

- a. It is the primary responsibility of the respective supervisors to ensure that the productivities of staff reporting to them are to par.
- b. It is the primary responsibility of the respective Dean, Director, PVC and that of the VC to ensure that the respective supervisors, whether as direct reports or as reports through one or more other office-holders, carry out their responsibilities in ensuring that the performance of the respective employees are to par.
- c. Supervisors at all levels, who fail to ensure that performance at all levels of post holders are to par (as required by the job description and as expected of a job at the commensurate rank at a University), or who fail to take the actions listed in this section, shall be guilty of misconduct. Repeated failure in this regard shall be deemed to be a gross misconduct.

**5. Appeals****5.1. Appeals Against Caution and Warning Letters**

- a. An employee may appeal to the Vice Chancellor, against the warning letters.
- b. All appeals shall be in writing and be lodged within five working days from the date of the letter. The appeals must specify the ground(s) for the appeal, and provide full justification for the appeal.

**5.2. Appeals Against Demotions and Termination of Employment**

- a. An employee may appeal to the Staff Conduct Appeals Committee against a decision to demote. All appeals shall be in writing and be lodged within seven working days from the date of the letter. The appeals must specify the ground(s) for the appeal.
- b. The Staff Conduct Appeals Committee shall provide its decision to the staff within ten working days from the date of lodgement of the appeal.
- c. The employee may appeal against the decision of the Staff Conduct Appeals Committee as per the appeals procedures from the decisions of the Staff Conduct Appeals Committee.

**Policy No.: HR- Conduct-12**  
**GRIEVANCE POLICY**

**1. Objective**

1.1. This policy is to provide employees of the university a clear, fair and efficient process of raising their workplace grievance.

**2. Rights****2.1. Rights of an Employee**

- a. Every employee of the University has an inalienable right to raise his/her employment related grievances with the University, and have them fairly and expeditiously addressed.
- b. An employee who has registered a grievance has the right to have a third party present at any meeting between the employee and the University that discusses the grievance(s).

2.2. Rights of the Employer: The employer has an inalienable right to deal with every employee according to the law of the land, and the policies and procedures of the University.

**3. Obligations**

- 3.1. By entering into an employment contract, both, the employer and the employee are deemed to accept the grievance policy and all procedures and processes developed under the policy.
- 3.2. Joint Responsibility: It is the responsibility of both, the employer and the employee to ensure that the Grievance Policy and the processes and/or procedures developed under this policy, are adhered to.

**4. Procedures for Submission of Grievances**

- 4.1. An employee who considers that he/she has an employment grievance, may submit the grievance to the University as per the procedures contained in this policy.
- 4.2. The grievance must be submitted in writing within a period of six months beginning with the date on which the action alleged to amount to an employment grievance has occurred or has come to the notice of the employee, whichever is later, to enable the University to remedy the grievance rapidly and as near as possible to the point of origin. If the grievance is not submitted within this period, the University is not obliged to consider the employee's grievance.
- 4.3. When the grievance is submitted to the University, the University shall accord the employee a fair hearing by allowing the employee an opportunity to be heard, in the presence of a third party if requested by the employee.

**5. Categories of Grievances:**

- 5.1. The following categories of grievances are recognised:
  - a. Grievances on Interpretation and Application of Contractual Provisions
  - b. Grievances related to Supervisor
  - c. Grievances related to Work Performance
  - d. Grievances related to Discrimination or Sexual Harassment
  - e. Grievances related to Employee Conduct
  - f. Grievances related to Student Conduct
  - g. Grievances related to Dismissal, and
  - h. Grievances related to University policies.
- 5.2. Each category of grievance has its specific grievance procedures.
- 5.3. For the record, an employee does not have recourse to the provisions of the Grievance Policy where an employee's behaviour has been referred to the processes established under the
  - a. The University's Code of Conduct, or
  - b. The University's Redundancy Policy.

**6. Reporting the Grievance.**

- 6.1. In each and every case where an employee has a grievance, the employee shall report the grievance in writing, stating:
  - a. the nature of the grievance;
  - b. the facts giving rise to the grievance; and
  - c. the remedy sought.
- 6.2. Where an employee is unable to write, he/she shall be availed the services of the University Counselling facility, which shall articulate the grievance as faithfully as the employee expresses it.

## 7. Grievances on Interpretation and Application of Contractual Provisions

- 7.1. Any dispute or difference between the parties over interpretation, application or operation of any provision of an employment contract must be referred by the employee, in writing, to the employee's immediate supervisor in the first instance.
- 7.2. Failing a satisfactory outcome within a period of three working days, the dispute of difference is to be referred, in writing, to the Director of Human Resources, who shall provide his/her interpretation of the provisions within five working days.
- 7.3. Failing a satisfactory outcome within a period of a further three working days, the dispute or difference should be referred, in writing, to the Pro-Vice Chancellor (Corporate), who shall provide his interpretation of the provisions within five working days.
- 7.4. Failing a satisfactory outcome of the grievance within a period of further three working days, the aggrieved party may seek a resolution through the University Employment Grievance Tribunal.

## 8. Grievances Related to an Employee's Immediate Supervisor (Reporting Officer)

- 8.1. Any grievance that an employee has relating to his/her supervisor must, in the first instance, be taken in writing to the employee's immediate supervisor.
- 8.2. Failing a satisfactory resolution by the supervisor's supervisor within a period of three working days, the aggrieved should escalate the matter, in writing, to higher levels of line authority in the section within the University (up to the Dean or Director). The escalation shall be commenced within a period of 5 working days from the formal communication (i.e., communication in writing) of each level of decision, and as per the organizational hierarchy to senior supervisor(s) reaching the section head.
- 8.3. Failing a satisfactory resolution by the section, the employee should, within a period of five working days from the formal communication by the highest authority dealing with the grievance, escalate the matter, in writing, to the Director responsible for HR.
- 8.4. Failing a satisfactory outcome within a period of a further three working days, the grievance may be referred, in writing, to the Pro-Vice Chancellor (Corporate), who shall deal with the grievance within five working days.
- 8.5. Failing a satisfactory outcome of the grievance within a period of further three working days, the aggrieved party may seek a resolution through the University Employment Grievance Tribunal.
- 8.6. When there is a lack of confidence of the aggrieved in the immediate supervisor and the supervisors along the accountability steps, the employee may take the matter directly to the Director of HR, who shall consider the case. The Director of HR may refer the matter to the Vice Chancellor for his consideration within 5 working days.
- 8.7. Where the grievance is by office holders who report directly to the Vice-Chancellor, the aggrieved shall submit his/her grievance in writing to the Vice-Chancellor for a response. If the Vice Chancellor's response does not resolve the grievance, the aggrieved shall submit in writing the grievance and an explanation on why the Vice Chancellor's response does not satisfactorily resolve the grievance, to a is unsatisfactory to an 'Ad-hoc Grievance Committee' established for this purpose, comprising a nominee of the Chair of Council HRC as Chairperson, and a nominee each from the aggrieved and the Vice Chancellor. Appeals from the decision of the Ad Hoc Grievance Committee shall be made to the Council's Human Resources Committee.

## 9. Grievances Related to Work Performance

- 9.1. Any grievance that an employee has relating to his/her job description, workload or work environment, or any matter that directly affects the employee's productivity, must, in the first instance, be taken to the employee's immediate supervisor.
- 9.2. Failing a satisfactory resolution by the supervisor within a period of three working days, the aggrieved employee shall escalate the resolution to higher levels of line authority within the section. This shall be done in writing. The escalation shall be as per the organizational hierarchy to senior supervisor(s) reaching the section head.
- 9.3. Failing a satisfactory resolution by the section, the employee should, within a period of five working days from the formal communication by the highest authority dealing with the grievance, escalate the matter, in writing, to the Director responsible for HR.
- 9.4. Failing a satisfactory outcome within a period of a further three working days, the grievance may be referred, in writing, to the Pro-Vice Chancellor (Corporate), who shall deal with the grievance within five working days.
- 9.5. Failing a satisfactory outcome of the grievance within a period of further three working days, the aggrieved party may **seek a resolution through the University Employment Grievance Tribunal.**

## 10. Grievances Related to Discrimination or Sexual Harassment

- 10.1. Any employee grievance that relates to discrimination or sexual harassment shall be dealt with as provided for in the Discrimination and Harassment Policy.

## 11. Grievances Related to Employee Conduct

- 11.1. Where an employee grievance relates to the conduct of another employee of the University, which directly affects the

productivity of the employee, the employee shall report the matter to the Director of HR, for resolution of the grievance.

- 11.2. If the employee has taken the grievance to any level in his supervisory chain, and the supervisor assesses the grievance to involve matters of employee conduct, he/she shall refer the grievance to the Director of HR for resolution.
- 11.3. If the employee is still unsatisfied with the decision of the Director of HR, he/she may escalate the matter to higher levels of line authority within the University. This shall be done in writing. The escalation shall be as per the organizational hierarchy to senior supervisor(s) reaching the section head.
- 11.4. Failing a satisfactory resolution by the section, the employee should, within a period of five working days from the formal communication by the highest authority dealing with the grievance, escalate the matter, in writing, to the Director responsible for HR.
- 11.5. Failing a satisfactory outcome within a period of a further three working days, the grievance may be referred, in writing, to the Pro-Vice Chancellor (Corporate), who shall deal with the grievance within five working days.
- 11.6. Failing a satisfactory outcome of the grievance within a period of further three working days, the aggrieved party may seek a resolution through the University Employment Grievance Tribunal.

## **12. Grievances Related to Student Conduct**

- 12.1. When a grievance reported relates to a student of the University, the employee shall report the matter to the secretary of the appropriate students' discipline committee (Student Academic Disciplinary Committee or Student General Disciplinary Committee) for the Committee's deliberation.
- 12.2. If the employee has taken the grievance to any level of his supervisor, and the supervisor assesses the grievance to involve matters of student conduct, he/she shall refer the grievance to the Secretary of the appropriate students' disciplinary committee for consideration through the Student Disciplinary Committee mechanisms.
- 12.3. If the employee is still unsatisfied with the decision of the supervisor, he/she may escalate the resolution to higher levels of line authority within the University. This shall be done in writing. The escalation shall be as per the organizational hierarchy to senior supervisor(s) reaching the section head.
- 12.4. Failing a satisfactory outcome within a period of a further three working days, the grievance may be referred, in writing, to the Pro-Vice Chancellor (Corporate), who shall deal with the grievance within five working days.
- 12.5. Failing a satisfactory outcome of the grievance within a period of further three working days, the aggrieved party may seek a resolution through the University Employment Grievance Tribunal.

## **13. Grievances Related to Dismissal:**

- 13.1. When an employee is aggrieved by a dismissal, the employee may refer the matter to Trade Disputes Panel established by the Ministry responsible for Labour relations.

## **14. Grievances Relating to University Polices**

- 14.1. Where an employee has a grievance that relates to the implementation of a University Policy, the employee shall write a paper setting out the element of the policy on which he/she has a grievance, and the basis for the grievance, and submit it to his/her section head.
- 14.2. The supervisor in charge shall table the paper in a formally convened meeting of the section, and discuss the matter.
- 14.3. If the matter remains unresolved, then the matter shall be escalated upto the Faculty Academic Board for Faculties, and the Division Management meeting for support service sections, where the Dean/Director, shall cause the paper to be formally tabled at the section meeting for discussion.
- 14.4. If the matter remains unresolved, the respective Dean or Director shall bring a paper on this, respectively, to the Senate for all matters that relate to academic policies of the University, and to SMC for matters that relate to all other policies of the University.

## **15. University Employment Grievance Tribunal**

- 15.1. The University shall establish a University Employment Grievance Tribunal (UEGT) as a mechanism to deal with unresolved grievances of an employee or the employer.
- 15.2. A Tribunal shall be established for each grievance which is escalated to the Tribunal.
- 15.3. The Tribunal shall comprise three persons, being:
  - a. An independent Chairperson, appointed by the Vice-Chancellor
  - b. A full-time employee of the University, nominated by the aggrieved party
  - c. A full-time employee of the University, nominated by the party against who the grievance is lodged.
  - d. University secretariat, as the secretary of the Tribunal
- 15.4. Every Grievance lodged to the UEGT shall be in writing, stating:

- a. the nature of the grievance;
- b. the facts giving rise to the grievance;
- c. the processes utilised prior to seeking the intervention of the UEGT, and
- d. the remedy sought.

15.5. The Tribunal may refer the matter to mediation by a mediator nominated by the Tribunal.

15.6. If the matter remains unresolved through mediation, the Tribunal shall hear the matter, make a determination on the same, and communicate the decision in writing to the aggrieved and the University's HR Director.

15.7. The parties may opt to be represented by lawyers at their own expense.

15.8. The Tribunal may, at its discretion, award costs to the parties.

**16. Limitation:** No grievance shall be entertained if it is lodged six months after the date the alleged action took place that gave rise to the grievance.

### **17. Confidentiality**

17.1. Any grievance made known to the University must be kept confidential between the parties.

17.2. The onus of keeping the grievance confidential is on both, the employee and the University.

17.3. Any attempt, directly or indirectly, to air the grievance through any channel other than the internal processes as outlined above, is deemed as gross misconduct. The penalty for the offence of gross misconduct is summary dismissal of the employee.

**18. Natural Justice:** Consideration of all grievances must be within the principles of natural justice. These principles require the following:

18.1. The respondent must know the name of the complainant and all the allegations in relation to his/her conduct or behaviour that is alleged to be the subject matter of the grievance;

18.2. the respondent must have full opportunity to put forward his/her case;

18.3. all parties to the issue have the right to be heard;

18.4. all relevant evidence must be considered;

18.5. irrelevant matters are not to be considered; and

18.6. the decision must be fair and just.

### **2. Records**

2.1. All discussions on any grievance filed by an employee must be file noted and kept in chronological order in the employees' file.

## PROFESSIONAL DEVELOPMENT AND APPRAISAL POLICIES

### Contains

- Training and Development Policy
- Staff Appraisal, Review and Promotion Policy

### Policy No.: HR-PDA-01

## TRAINING AND DEVELOPMENT POLICY

### 1. Policy Statement

- 1.1. The University values its human resources highly. For the University to continue to deliver the best education and training to its students, the University needs its employees to always remain up to date with technology, developments and knowledge in their respective areas. It also needs to create an environment in which its employees would aim to lead technology, development and knowledge in their respective areas.
- 1.2. Faculty Deans, Directors, supervising officers and employees have a shared responsibility in identifying the HR needs of their respective sections and selves. The respective employees are also to consider the most efficient way of meeting the needs of their sections. Recruitment of new employees with the necessary skills and training and development of existing employees are two important means through which the HR needs of the University may be met.
- 1.3. The training and development of employees is an important aspect for consideration and inclusion in Faculty/ Departmental Strategic Plans. In setting goals and performance standards, managers must consider the availability of skills and the extent to which training may be necessary for the realisation of specific outcomes.
- 1.4. Managers are required to draw training needs assessment of their sections during the processes used to develop the HR plans of the section. The assessment would determine the priority of training for the section.
- 1.5. Training and Development shall always be treated as a shared responsibility between the University and the employee concerned.

2. **Application:** This policy is applicable to all staff with contracts of three years or more. This may be extended to staff with contracts of one year or more at the discretion of the Vice Chancellor.

### 3. University's Training Needs and Priorities

- 3.1. The following are the objectives of the University's training system:
  - a. to improve the performance standards of employees in their present occupations,
  - b. to increase the flexibility of employees with a view to enhancing multi-skills in areas where multi-skills are needed, and
  - c. to provide new knowledge skills.
- 3.2. Training Needs shall be identified at three different levels, as specified below:
  - a. *University Training Needs:* This shall be decided upon through the deliberations of the senior management, which, in turn, will incorporate strategic changes in the University's directions; the strategic plan of the University shall provide the basis for future directions.
  - b. *Section Needs Analysis:* This shall be carried out through a consultative process involving managers, supervisors and employees of the respective sections. Reports on the findings of these processes shall need to be provided to the University Training and Development Committee. It shall be the responsibility of the UTDC to incorporate this into the Annual Training Plans.
  - c. *Individual Level Training Needs:* This shall be done as follows:
    - i. *University Identified:* This training shall be assessed through a consultative process between each employee and his/her superior officer. It shall be the responsibility of the managers to analyse the data and incorporate them in the Annual Training Plans.
    - ii. *Upgrade of Qualifications:* Employees may identify training for themselves in order to meet the requirements of promotion to higher positions/ranks. It shall be the responsibility of the managers to analyse the data and incorporate them in the Annual Training Proposals for consideration by the UTDC.
  - d. Annually until 2023, the University shall seek, through university-wide calls through the HRD, employees' inputs in

identifying their career plans, and the proposed plans gel with the University priorities and activities. These inputs shall also feed into the UTDC, either directly or through the section HR Review Committee.

#### 4. Training

- 4.1. Training of employees can be provided internally at the University or externally.
- a. Internal: There are two types of internal training. The University shall conduct regular training and development programmes for its employees throughout the year; these are normally short training programmes. The second set of internal training is qualifications upgrade,
  - b. External: The University may send employees to be trained at other institutions in or outside Solomon Islands. Employees should, however, note that the preferred training for qualifications upgrade is within the University.
- 4.2. Employees marked for training are required to attend such training, and obtain credit in any training programme that has credits. Given that training and development benefits both the employee and the University, the costs, including time spent on training, are to be shared by the University and the employee. This may require employees to attend training without any additional remuneration, or during times and dates that are outside normal working hours.
- 4.3. Upgrade of Qualifications:
- a. All training aimed at upgrading qualifications as approved by the UTDC is to be funded initially by the employee. Upon successful completion of each unit/course in the programme, the employee may claim back 100% of the tuition fee paid for the unit/course, for all units/courses, the employee is enrolled in at the University or at other institutions as approved by the UTDC. No other fees are refundable.
  - b. The following pre-conditions shall be satisfied for any tuition claim back:
    - i. the supervisor should have approved the enrolment;
    - ii. the employee advised the HR Office of the enrolment, together with evidence of the supervisor's approval, no later than one week before enrolment; and
    - iii. HR has endorsed the approval after the supervisor's approval before the enrolment.
  - c. The employee shall only proceed for enrollment once HR has endorsed the approval. The major criteria for this assessment shall be that the course/unit/programme is directly in the employee's area of teaching/employment.
  - d. No refund of tuition fee shall be provided where the area of study is outside the principal area of the employee's employment, or for studies that are not endorsed by the supervisor, or for studies of which the employee has not advised the HR Office of the enrolment within the stipulated timeframe.
  - e. Employees who fail any creditable programme, without any mitigating factor(s), shall be demoted in rank and/or salary.
  - f. Any employee formally enrolled in any programme of study, including unclassified studies, without the approval of the supervisor and the endorsement of HR, is deemed to commit a disciplinary offence.
  - g. For clarity, the fact that the University supports any employee with training and/or study, whether this be under this section or any other provision of the University policies, is not to be interpreted as an opinion that the employee's contract can not be terminated by the University for good cause, or lead to an expectation that the employee shall be necessarily promoted after the completion of the training.
- 4.4. **Individual Contribution towards Training**
- a. Employees are expected to participate to the best of their ability in any training activity relating to their current job description (JD) and its accompanied key accountabilities. It is also the University's expectation that employees share and impart to others, acquired knowledge and skills as required from time to time.
  - b. As a general guideline, the University shall not assist an employee in providing training which is not immediately relevant to the employee's current or future job responsibilities.
- 4.5. **Payment for Training:** As a general guideline, employees should not be unduly financially disadvantaged through their participation in internal training and development activities. At the same time, the opportunity afforded to employees to attain or improve skills should also be viewed as strengthening the marketability of the employees. As such, training and development is viewed as an activity that has mutual gains; commensurately, the responsibility of training and development activity is joint.

#### 5. Processes

- 5.1. Each Faculty and Support Services Division of the University shall establish a Faculty/Division HR Review Committee, whose responsibility is to inter alia, regularly review the staffing needs of the section/department. The Review Committee may be serviced by the HR Department. A review may result in recommendations to the Vice Chancellor for:
- a. confirmation of existing positions,

- b. establishment of new positions,
  - c. de-establishment of existing positions,
  - d. reclassification of positions, and
  - e. redefinition of positions / job descriptions.
- 5.2. The Faculty/Centre/Division HR Review Committee shall also develop the section's training needs analysis and individual training needs analysis, which it shall table for the University Training and Development Committee's consideration.
- 5.3. Any report from the Faculty/Centre/Division HR Review Committee that recommends training for existing employees must provide full details on the nature of training that is needed, the need for the recommended training, the sources of such training, and the costs of such training to the University, as well as alternatives to such training.
- 5.4. The review may also consider the section's organisational structure, and any training and development need for the section, together with an efficiency analysis of the proposed training and development proposal.
- 5.5. It is the responsibility of the HR Department to ensure that each section carries out such reviews at least on an annual basis.
- 5.6. It is also the responsibility of the HR Department to develop the University's overall training needs analysis and plan.
- 5.7. The HR Reviews, and training needs analysis reports and plans for the following year, shall be submitted to the University Training and Development Committee for consideration no later than 30 September of the current year.
- 6. Training and Development Committee**
- 6.1. The University's Training and Development Committee (UTDC) shall be accountable to the Senior Management Committee of the University.
- 6.2. The UTDC is responsible for examining the training needs of the University and implement any training and development policy that the University puts in place. It shall also consider all training and HR development needs of the University, and present its report to the SMC at least every quarter.
- 6.3. The UTDC may delegate some of its functions to Faculty and Division Training and Development Committees, which shall work within the framework provided by the UTDC. The UTDC shall be responsible for any such delegation of functions.
- 6.4. The UTDC shall comprise the Director of HR, who shall chair the UTDC, and all Deans, Directors and PVCs, or their nominees. If Deans/Directors/PVCs wish to delegate this to their staff, then the name of the staff member shall be provided to the HR on an annual basis, by 31 December for the meetings for the following year.
- 6.5. The UTDC shall meet at least once every quarter.
- 7. Application:** This policy is applicable to all staff with contracts.
- 8. Procedures**
- 8.1. Individual, Department, Schools and SINU Training Needs analysis:
- a. The identification of training and development needs shall be formalised through the Performance Appraisal process.
  - b. The assessment would determine training priorities for the department.
  - c. Each department is required to provide a needs analysis for the consideration of Section Staff Review Committee (Faculties, Institutes, Divisions).
  - d. The Section assessment would determine the priority of training for the various departments in each section.
  - e. The Section head (Dean, Director, PVCC, VC) shall submit the HR Reviews and training needs analysis reports and plans to the HR training division no later than 30 August each year for the following year.
  - f. The HR department shall provide the University Training Plan for the following year to the University Training and Development Committee for consideration no later than September 30 of the current year.
- 8.2. Training Records**
- a. The following records must be maintained by or provided to the Human Resources Department for any training course conducted or attended by University employees:
    - i. name, position grade, and employee number of all University employees attending;
    - ii. date(s) and times of attendance;
    - iii. title of training, and credits awarded;
    - iv. training location or physical address of the training provider;
    - v. person(s) and company providing training;



- vi. all non-wage costs associated with attendance (travel, accommodation, meals, course fee, materials or texts purchased, and so on.); and
- vii. any other information required by law.

### 8.3. Training Guidelines

- a. The following guidelines apply to the participation of employees in training courses:
  - i. employees attending training courses will be paid for their normal assigned period of work;
  - ii. employees will not be compensated for 'overtime' arising out of participation in these training courses; and
  - iii. 'overtime' will not be paid for courses that run outside normal work hours or are rescheduled.
  - iv. Employees will be released from their normal work commitments once approval has been confirmed.

### 8.4. Provision of Training:

- a. Based on the results of assessment of training needs, all training will be arranged by the HR Department in consultation with the Faculty Dean/Division head.
- b. All such training shall be evaluated by the HR Department and reports provided to UTDC periodically.

9. **Professional Development:** The University shall normally not fund any training and/or development towards a professional membership, and/or maintaining such membership.

## Policy No.: HR-PDA-02

## STAFF REVIEW, PROMOTIONS AND PERFORMANCE APPRAISAL POLICY

1. **Policy Statement :** The University values productivity and employees' career progression. The University aims to ensure that there is a transparent process of employee appraisal, and that the employees are made aware of any shortcoming in their performances early enough for them to improve their performance continuously. The University shall appraise performance of employees regularly.
2. **Objective**
  - 2.1. This policy provides the process of appraisal of employees' performances, and provides for the policy and procedures on employee reviews and promotions. To this end, the following are necessary:
    - a. Staff Performance Appraisal;
    - b. Staff Review, and Promotion;
    - c. Staff Contract Renewal.
  - 2.2. The paperwork for these three exercises shall be done simultaneously, and shall be completed no later than 31 March each year for the employees in employment during the previous year.
3. **Application:** This policy applies to all full-time employees on contracts of at least three years.
4. **Staff Performance Appraisal Policy**
  - 4.1. All full-time employees on contracts of three years or more shall have their performances appraised annually. An annual performance appraisal provides employees an early intervention in assessing performance that may prove useful in the employees' review exercise for contract renewal.
  - 4.2. The University shall require employees to undergo an appraisal process bi-annually. Failure on the part of the employee to abide by this requirement shall constitute a misconduct.
  - 4.3. It is the responsibility of the section managers (VC, PVCs, Deans, and Directors) to ensure that all employees have their performances appraised. A failure on the part of section managers to abide by this requirement shall constitute a serious disciplinary offence.
  - 4.4. Mid-year appraisals are interim appraisals leading to the annual appraisal report.
  - 4.5. Annual appraisals shall be via the relevant staff appraisal forms.
  - 4.6. Annually, individual wages and salaries would move according to the annual employee appraisal outcomes, and the ability of the University to pay.
  - 4.7. Annual staff appraisal exercise would determine whether an employee's performance is:
    - a. satisfactory, in which case there shall be no salary increment or bonus,
    - b. good, in which case there shall be a one-off bonus paid to the employee,
    - c. excellent, in which case there shall be a merit increment, which shall be a one increment up the salary point,
    - d. meritorious, in which case there shall be a merit increment, which shall be a more than one point increment up the salary point,
    - e. unsatisfactory, in which case there shall be a decrement in the salary,
    - f. highly unsatisfactory, in which case the employee shall be demoted by one or more ranks, or
    - g. unacceptable, in which case the employment of the employee shall be terminated.
  - 4.8. When an employee is at the top of the salary band or rank, and performance is excellent or meritorious, instead of increments, a one-off bonus shall be paid of a sum equivalent to the dollar value of the increment(s).
  - 4.9. The ability of the University to pay any salary increment shall be the crucial determinant of whether employees would receive salary increments following an appraisal exercise. Salary increments and/or bonus(es) shall only be paid if the payments do not place unnecessary stress on the finances of the University in the year of payment and the following two years.
5. **Staff Review Committee:** The staff review committee shall deal with all appraisals. The University Staff Review Committee shall be chaired by the Vice Chancellor. The committee membership shall comprise the following:
  - 5.1. Teaching/Training Staff: All Deans and Institute Directors, and Directors responsible for Finance and HR
  - 5.2. Support Services: PVCs, and all support service Directors, including Directors responsible for Finance and HR.
  - 5.3. In each of these Committee, members of Senior Management Committee who are not the members of the respective Committee, can attend as observers.
6. **Staff Review and/ Promotion**
  - 6.1. Each year the University shall call for applications for promotions. Employees who have served at least two years in the

employment of the University qualify to apply for promotions.

- 6.2. The promotion exercise is linked to:
  - a. performance appraisal of the employees concerned,
  - b. staffing profile of the respective sections,
  - c. established priorities of the University, and
  - d. the financial ability of the University to carry the liabilities of promotions.
- 6.3. A promotion exercise deals with post holders rather than posts. As such, when a person who has been promoted to a higher rank resigns, the new recruitment would be at the established post rather than the higher position.
- 6.4. It is the University's intention to be guided by international benchmarks on the staffing profile in each of the employment streams (Higher Education Academic Stream, MEL Stream, Teaching / Training Only/TVET Stream and Support Services Stream).

## **7. Contract Renewal/Tenure Determination**

- 7.1. Subject to 6.2, 6.3 and 6.4, contracts of employees whose performance has been formally appraised as satisfactory at the last annual appraisal, shall be advised that their contract will be renewed at least six months prior to the expiry of the contract.
- 7.2. There shall normally be no movement of salary at renewal or extension of contracts. Annually, individual wages and salaries would move according to the annual employee appraisal outcomes, and the ability of the University to pay.
- 7.3. Even if the performance of an employee is satisfactory, the University reserves the right to decline a contract renewal for the same position if the human resources review of the section shows that there shall be no need during the next three years for the position and/or the skill(s) the employee possesses. In such situations, the provisions on redundancy shall apply.
- 7.4. Contract renewals are subject to the receipt of a medical report from the University's nominated doctor certifying medical suitability of the person to continue working in the position in which he/she was hired. If the medical report indicates lack of medical suitability, or provides conditional suitability, the offer of contract renewal or tenure shall be deemed to be rescinded, until and unless the physician issues a revised certificate or revises conditions of the certificate such that the condition does not present undue complications or hardships to the University, or advises that a remedial program has been initiated that will permit employment consistent with the University's needs. The costs for the medical report shall be covered by the University.
- 7.5. Even if the performance of an employee is satisfactory, the University reserves the right to decline a contract renewal if a subsequent mid-year appraisal is rated lower than satisfactory level.
- 7.6. The Vice Chancellor shall report on all contract renewals and non-renewals to the Staff Review Committee.

## MISCELLANEOUS POLICIES

### Contents

- Employee Relations Policy
- Payment on Death of an Employee Policy
- Child Protection Policy
- Personnel Records Management Policy
- Forms Policy

Policy No.: HR-Misc-01

## EMPLOYEE RELATIONS POLICY

### 1. Policy Statement and Objective

- 1.1. The University recognises that employees live within a community of workers at and outside the University. As workers, University employees may develop common bonds. These bonds are valuable social relations.
- 1.2. This policy places on record the University's approach to worker organisations on University campuses and outside.

### 2. Application: This policy applies to all employees except the Vice Chancellor, the Director responsible for Human Resources, and all employees above the rank of Dean.

### 3. Worker Associations

- 3.1. University employees have the right to make representations to Management. Such representation could be by way of individual representation, group representation or collective representation.
- 3.2. The University recognises and accepts that occasionally employees may wish to form groups to make effective representation to management. University employees have the freedom of association. As such they have the right to establish their associations.
- 3.3. The University also recognises the existence of trade unions that have been established by law, and that operate lawfully within the country. University employees have the freedom of associating with existing trade unions in the country.
- 3.4. It is University policy to allow for equal opportunity to individuals, groups, or employee associations to make representations to management.

### 4. Limitations

- 4.1. Employees working in management and in the HR section are not permitted to hold any official position in any worker association, including trade unions. They, however, have the liberty of becoming a member of a worker's association. Employees of the management and HR section, who are members of a worker's association, are duty bound to keep any information on the University that he or she obtained or that came to his/her attention through the course of working as an employee, confidential from this or any association or from any official of any association. Any breach of this provision shall constitute a case of gross misconduct.
- 4.2. The University shall recognise any association of employees at the management level. The University would also recognise an association of employees who work in the HR section of the University. Members of these associations may hold offices in these associations.
- 4.3. Employees shall advise, in writing, the Human Resources section of any group or association they have joined for purposes of representation. This shall be done within ten working days of them joining the said association.
- 4.4. Employees who are members of any worker association shall be bound by any and all agreements that the University arrives at, with the respective association.
- 4.5. Associations shall notify the University, in writing, of the names and positions of all their office holders.

### 5. University Resources

- 5.1. The fact that the University allows for group and collective representation of employees, and allows employees to form their own associations for this purpose or join existing associations, shall not be construed to mean that individuals in the referred associations, or the associations as a body corporate have any right to utilise University resources for their activities. University resources, including working hours and internet resources, shall not be utilised by employees for any purpose relating to the interests of any worker association.
- 5.2. Any association representing University employees shall apply to the Director of Human Resources or the Vice Chancellor, if it wishes to hold a meeting or a gathering, or to meet any of its members, on any of the University premises, which application shall not be unreasonably denied. The integrity of the University's operations, however, shall remain paramount in any decision on the application.

**Policy No.: HR-Misc-02****PAYMENT ON DEATH OF AN EMPLOYEE POLICY**

1. **Policy Statement:** The University values all employees that it has at a particular point in time. The death of an employee not only causes grief to the employee's immediate family, but also to employees at the University. The University shall do whatever is within its means to reasonably contribute to reducing the grief of the family over its loss.
2. **Application:** This policy applies to all employees, irrespective of the nature of their contract of employment with the University for a term of one year or greater.
3. **Repatriation Allowance on Death:** When an employee who has been stationed away from his/her place of initial appointment dies, his/her family will be entitled to receive a repatriation allowance at the same level as the transfer allowance. In addition, when an employee dies while on official duty or while at work, the University shall fully fund the repatriation of the employee's body to the home where the last rites of the deceased employee are to be held.
4. **Payments to the Family**
  - 4.1. When an employee dies while at work, the University shall pay all money due to the employee to the date of his death, to the family member on the employee's HR record.
  - 4.2. The University shall also make an ex-gratia payment to the person the employee nominated in his/her HR file, at the following rates:
    - a. For an employee who is below 55 years:
      - i. and who died while at work or on official duty, or while hospitalised from the University, 2% of the deceased employee's total gross salary over the period of service with the University up to a maximum of \$10,000. This shall be over and above any compensation the employee would receive as part of the workmen's compensation insurance.
      - ii. and who died while away from work, 2% of the deceased employee's total salary over the period of service with the University up to a maximum of \$5,000.
    - b. For an employee who is above 55 years:
      - i. and who died while at work or on official duty, or while hospitalised from the University, 2% of the deceased employee's total salary over the period of service with the University up to a maximum of \$5,000. This shall be over and above any compensation the employee would receive as part of the workmen's compensation insurance.
      - ii. and who died while away from work, 2% of the deceased employee's total salary over the period of service with the University up to a maximum of \$2,000.
  - 4.3. For this policy, the service to SINU's legacy institutions shall be deemed to be service to the University.

**Policy No.: HR-Misc-03**  
**PERSONNEL RECORDS MANAGEMENT POLICY**

### 1. Policy Statement

- 1.1. The University, in keeping with its mission and values, is committed to protecting the rights and privacy of employee personal records.
- 1.2. The University's business requires that it seek, process and retain certain information about each employee. The primary purpose of seeking and retaining this information is the University's administration of HR, and to comply with any policy and/or statutory obligations that the University may have.
- 1.3. Personal data about employees shall be collected and used fairly, stored securely, and shall not be unlawfully disclosed.
- 1.4. The University shall implement an electronic storage and retrieval system for personnel records (for example, the use of various types of software and programmes, including for time and attendance).
- 1.5. It is mandatory for employees to update their personal and professional information, including uploading their most recent CVs/Resumes on the HR system as advised by HR, at least on an annual basis. Employees who do not abide by this policy shall be disciplined a month after the period when the University opens the HR system for employees to upload the information. This period cannot serve as a notice period for a resignation to be effective.
- 1.6. The principles of staff data security require that personal data shall be:
  - a. obtained and processed fairly and lawfully and shall not be processed unless certain conditions are being met;
  - b. obtained for specific and lawful purpose(s) and shall not be processed in any manner incompatible with that purpose(s);
  - c. adequate, relevant and not excessive for those purposes;
  - d. accurate and, when necessary, kept up to date;
  - e. kept safe from unauthorized access, accidental loss or destruction; and
  - f. ensure the availability of data and processing resources.
- 1.7. The HR Department or any other office or person appointed by the Vice Chancellor to process personal data, must ensure that they observe the data protection principles at all times.

### 2. Responsibilities

- 2.1. Each employee is responsible for:
  - a. ensuring that any information that he/she provides to the University in connection with his/her employment is accurate and is up to date;
  - b. informing the University of any changes to his/her personal data;
  - c. informing the University of any error in respect of his/her personal data; and
  - d. ensuring that he/she familiarizes him/herself with the personnel records policy.
- 2.2. Employees who fail to carry out the responsibilities listed in paragraph 2.1 above risk being charged with misconduct.
- 2.3. The Human Resources Department is responsible for maintaining and updating an employee's personal records in individual personal files.

### 3. Confidentiality

- 3.1. The University shall ensure that all reasonable steps are taken to comply with the principles of confidentiality of personal information.
- 3.2. Personal data will only be collected in order to meet specific legitimate purpose, and will only be retained for as long as those purposes require it. The University will not ordinarily pass personal information to any third party, save when required by law, statutory obligation or legitimate purpose. Any disclosure of personal data will always be balanced against the right of the data subject as provided under the policy.

### 4. Data Security

- 4.1. The HR Department is responsible for ensuring that any personal data it holds is always maintained securely and not disclosed to any unauthorized third party.
- 4.2. Personal data needs to be accessible only to those who need to use it. Any judgment in respect of access should always include an assessment of the sensitivity of the information in question, balanced against the risk posed by any unauthorized disclosure. The HR Department shall maintain this through:
  - a. keeping the employee's Personal Files in a key-controlled secure File Records Room;
  - b. the key being maintained by the Director of HR Officers or a senior delegate;
  - c. a File Movement Logbook being maintained in the file records room which keeps records of movement of individual files from this room, or within this room;

- d. if any personal file is requested by the Director of Human Resources or the Vice Chancellor or Dean(s)/Director(s), the file is recorded in the File Movement Logbook and dispatched using Human Resources Dispatch Book.
  - e. Every time anyone accesses the file, the log book must be updated.
5. **Employee access to the File:** Every employee has access to the full and complete hardcopy of e-records of his/her personal file. To gain access, the employee has to make a formal application using the standard "Employee Record Access Application Form" at least 10 working days prior to the proposed date for access.
6. **Personal Data Review:** A personal data review exercise shall be conducted annually to ensure that the information maintained is accurate.

**Policy No.: HR-Misc-04**  
**FORMS POLICY**

**1. Policy Statement**

- 1.1. The University shall develop all Forms required to sustain the implementation of all policies of the University, and to maintain a complete records system for the University.
- 1.2. All Forms of the University shall be referenced.
- 1.3. All Forms are to be made in both, hardcopy and electronic formats.
- 1.4. The University shall implement a paper-less environment, whereby reliance on hardcopy forms is gradually reduced. However, any decision on utilising electronic forms shall only be made after consideration of the record keeping dimension of the matter to be handled by the electronic forms.
- 1.5. The University may administer all or some of its systems and procedures electronically.

**2. Responsibility and Accountability**

- 2.1. Manager responsible for University Secretariat shall be responsible for the development and review of all Forms that are necessary for the functioning of the University.
- 2.2. Secretariat shall provide regular reports to the SMC/Senate on any Form relevant to a particular committee that is either developed or revised.



**Document history**

| <b>Version</b> | <b>Author (Name &amp; Designation)</b>   | <b>Approval Date</b>                   | <b>Revision</b>             |
|----------------|--|--|-----------------------------|
| 1              | Human Resources Committee,<br>through SINU Council                                     | 2013                                   | Original                    |
| 2              | Vice Chancellor, through<br>Senior Management Committee &<br>Human Resources Committee | 18 December<br>2019<br>By SINU Council | Comprehensive<br>Revision 1 |