10. TERMINATION OF APPOINTMENT

This policy describes the conditions for the termination of service for all academic, research, teaching and comparable staff

10.1 Resignation

(a) A member of staff intending to resign his/her office is required to give at least four weeks’ prior written notice to the Vice-Chancellor with a copy to the Director, Human Resources. Failure to give four weeks’ notice will result in forfeiture of any annual or sick leave entitlements.

(b) For academic and teaching staff, no notice shall be accepted where it acts to terminate employment before the thirtieth day after the last teaching day of the semester in which termination is requested. The period of notice may be reduced with the permission of the Vice Chancellor.

(c) A staff member who requests termination of the contract before completion of the contract will be entitled only to any pro-rata accrued annual leave, not capitalization of sick leave. A staff member employed less than six months has no accrued leave entitlement on termination of employment, by resignation, by end of probation termination or by termination of contract.

(d) Unless the Vice-Chancellor determines otherwise, a member of staff recruited from overseas for a term of two years or more and who at his/her own request terminates his/her contract after serving less than the two years, will be required to meet the full cost, including freight, of returning to the place of recruitment and a proportion of the cost of fares and freight incurred in coming to Samoa.

(e) If such a staff member terminates his/her contract before the end of the term and at his/her own request and who has served more than one year, a proportion only of returning fares, expenses and freight may be met by the University. Such a proportion (P) should be calculated according to the following formula:

\[ P = \frac{A - 11 \times C}{B} \]

(f) Where A is the actual number of months served, B is the total duration of the contract in months and C is the total expense including airfare/s and freight.

(g) A staff member on contract, recruited from Samoa for a term of two years or more and who at his/her own request terminates his/her contract before the completion of the term will not be entitled to any allowances or outstanding entitlements except any pro-rata accrued annual leave.

(h) Notwithstanding what is detailed above, all termination and leave benefits will be forfeited by the staff member if he/she fails to give at least one month’s prior written notice of termination of his/her contract, unless the Vice-Chancellor decides otherwise.

10.2 Resignation due to Elections

(a) According to the current Cabinet Directive (2015), staff who nominate to stand for elections, will have to resign.
(b) A resignee must complete the Staff Clearance Form (Appendix 23: use Computer-Staff Resources-All Staff Folder) in order to receive any final entitlements. No final payment will be made without the completed clearance form.

10.3 Retirement

(a) A member of staff normally retires at achieving his/her sixty-fifth birthday. With the approval of the Vice-Chancellor, a staff member may retire at the end of the calendar year in which he/she attains his/her sixty-fifth birthday.

(b) Any continuation of appointment beyond the sixty-fifth birthday shall be at the discretion of the Vice Chancellor, and is conditional upon receipt by the Vice Chancellor of a satisfactory medical report on the health of the appointee, and his/her fitness to continue in the employment of the University at the completion of each twelve months of service.

(c) A retiree must complete the Staff Clearance Form (Appendix 23: use Computer-Staff Resources-All Staff Folder) in order to receive any final entitlements. No final payment will be made without the completed clearance form. [See also section 6.8.1 re Establishment Allowance forfeiture.]

10.4 Illness / Disability / Death

(a) If a member of staff is prevented by illness from carrying out his/her duties, the Vice Chancellor may require him/her to present himself/herself for examination by a medical practitioner appointed by the Vice Chancellor. The Vice Chancellor, if he/she thinks fit, may terminate the appointment of any member of staff on medical grounds, and prescribe the terms and conditions of such termination. The member of staff shall have a right to appeal the Vice Chancellor’s decision to the Pro-Chancellor of the University. The Pro-Chancellor will appoint a committee of three Councillors to hear the written (and if desirable, the oral) presentation of the staff member’s and the Vice-Chancellor’s reasons. The Committee’s decision will be final.

(b) If the staff member is medically proven that he/she is permanently disabled (physically or mentally) as a result of the consequences of the job, the Vice Chancellor may grant the staff member payment equivalent of full current contract.

(c) The University may grant to the widow/er or dependents of the staff member a payment equivalent to full contract where death occurs as a result of illness or accident arising out of or in the course of the staff member’s employment on University duties.

(d) The Vice-Chancellor may grant to the widow/er or dependents of the staff member an ex gratia payment equivalent of up to two months’ contract where death occurs during a contract.

(e) In the case of illness or disability the Staff Clearance Form (Appendix 23 online: see Computer-Staff resources-All Staff Folder- Forms) must be completed in order to receive any final entitlements. No final payment will be made without the completed clearance form.

10.5 Redundancy

(a) When a position is no longer required before the completion of the contract, the incumbent is entitled to payment of up to 6 months.
(b) In the case of redundancy, the Staff Clearance Form (Appendix 23 and on line: use Computer-Staff resources-All Staff Folder) must be completed in order to receive any final entitlements. No final payment will be made without the completed clearance form.

10.6 Breach of Code of Professional Conduct and Statute on Staff Conduct

10.6.1 Termination

(a) The Vice-Chancellor may terminate any member of the staff for what, after due consideration and taking into account the meaning and intent of the Statute on Staff Conduct and Code of Professional Conduct for Academic, Research, Teaching and Comparable Staff, he/she deems to be reasonable cause.

(b) No member of staff shall be terminated by the Vice-Chancellor on conduct grounds unless he/she has been given a reasonable opportunity of presenting his/her case to the Staff Conduct Committee.

(c) A member of staff whose contract or employment is terminated by the Vice-Chancellor on conduct grounds, may appeal that decision. See Statute on Staff Conduct, paragraph 12.

(d) In the event of the services of a contracted staff member being terminated as a result of conduct, the staff member is entitled to payment of his/her salary or part thereof lawfully due to the date of termination as well as any annual leave or pro rata thereof, but not to any capitalization of sick leave.

(e) In the case of termination under 10.5, the Staff Clearance Form (Appendix 23) must be completed in order to receive any final entitlements. No final payment will be made without the completed clearance form.

10.7 Unsatisfactory Performance/Breach of Contract Termination

(a) The Vice Chancellor may terminate any member’s services on the grounds of unsatisfactory performance/breach of contract.

(b) A member of staff whose contract or employment is terminated by the Vice-Chancellor on grounds of unsatisfactory performance/breach of contract, may appeal that decision. See Statute on Academic, Research, Teaching, and Comparable Staff Unsatisfactory Performance, 6.2.

(c) In the event of a staff member’s services being terminated as a result of unsatisfactory performance/breach of contract, the staff member is entitled to payment of his/her salary or part thereof lawfully due to the date of termination as well as any annual leave or pro rata thereof, but not to any capitalization of sick leave.

(d) In the case of termination under 10.6, the Staff Clearance Form (Appendix 23) must be completed in order to receive any final entitlements. No final payment will be made without the completed clearance form.

10.8 End of Contract

(a) A staff member who does not gain a new contract at the end of a contract or under the contract renewal process, ceases to be a member of the University. The period of notice to the staff member will be four weeks.
(b) A staff member who has a contract by internal promotion (section 8) and does not seek or gain a new contract at the end of a contract, reverts to the former position held before internal promotion was gained. A new contract will be drawn up for a term and on conditions as determined by the Vice-Chancellor.

(c) A staff member who was a member of staff and gained a managerial contract as dean, head of school or head of department and does not seek a new contract or is not awarded a new contract, reverts to the position held before the managerial contract. A new contract will be drawn up for a term and on conditions as determined by the Vice-Chancellor.

(d) In the case of End of Contract termination under section 10.7, the Staff Clearance Form (Appendix 23) must be completed in order to receive any final entitlements. No final payment will be made without the completed clearance form.

10.9 Abandonment of Employment

A staff member who is absent from work without approved leave for three days or more will be deemed to have abandoned their employment, and the Vice-Chancellor may terminate their employment without any annual or sick leave entitlements. The staff member will be given reasonable opportunity to present her/his case to the Vice-Chancellor before a decision is made.