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## **CONDITIONS OF SERVICE FOR RESEARCH AND SUPPORT SERVICE STAFF**

### **1. Framework for this Document**

- 1.1. In September 2016, the Council of Stellenbosch University approved an Employment Equity Policy stating as a point of departure that employment equity (EE) is a strategic priority, and it is fundamental to the actions of the University as an academic institution. Employment equity actions include redressing the inequalities/imbances of the past relating to staff as well as positioning the University for the future.
- 1.2. The conditions of service detailed in this document must be interpreted and applied within the context of the principles and points of departure of the above document, and will at all times be subject to such principles and points of departure.

### **2. Appointment**

#### **2.1 Statutory Provisions**

Appointments are subject to the statutory provisions applicable to the University. A staff member is appointed by the Council, subject to such delegated powers as granted by the Council from time to time.

#### **2.2 Continued Employment**

A staff member's continued employment is subject to the performance appraisal procedures as prescribed by the Council.

### **3. Obligations**

Apart from other provisions contained in these conditions of service, a staff member's obligations are as follows:

#### **3.1 Service**

A staff member is expected to maintain a satisfactory standard of work at all times.

#### **3.2 Outside Work**

If a staff member wishes to do outside work of a continual nature, it must be done in accordance with prescriptions laid down by the Council.

#### **3.3 Secrecy**

Secrecy in all University matters of a confidential nature is required from a staff member.

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3.4 Compliance with arrangements for the orderly management and operation of the University

A staff member subjects himself/herself to the disciplinary procedure and any other regulations of the University as well as rules for the orderly management and operation of the University as determined by the Council from time to time.

3.5 Intellectual Property

3.5.1 All rights, interests and title resulting from an invention and/or patent made by a staff member at the University in the course of his/her scope of employment as employee of the University and field of specialisation at the University, vest in the University.

3.5.2 All copy and patent rights on computer software and related flowcharts, diagrams and inventions developed at the University during the course of his/her scope of employment as employee of the University and field of specialisation at the University, vest in the University.

3.5.3 Copy rights resulting from University projects or programs, including all material and programs used for distance education and computer user areas, vest in the University.

3.5.4 Ownership of all patents that a staff member is able to register within one calendar year after having left the service of the University, will be deemed to have arisen from his/her scope of employment at the University and field of his/her specialisation at the University and vest in the University until the contrary is proved.

In accordance with this contract of service, staff members undertake to:

3.5.5 subject themselves to the University's policy on Intellectual Property as determined from time to time;

3.5.6 complete and sign a disclosure form in which they will disclose to the University any ingenious, new, unique or extraordinary idea or invention that is made in the course of their scope of employment as employees of the University and field of specialisation; provided that if the University undertakes the further exploitation thereof they will be entitled to compensation in terms of the stated policy; and

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3.5.7 refrain from claiming or using any Intellectual Property due to the University.

#### **4. Cost of Employment**

The cost of employment of a staff member, and any amendment thereto, is determined by the Council. The cost of employment of a staff member is deemed a confidential matter between the University and the staff member.

##### 4.1 Benefits

Benefits may be amended by the Council from time to time and such amendments are incorporated herein by way of references as specified in paragraph 7.

#### **5. Termination of Service**

##### 5.1 Retirement

###### 5.1.1 On reaching pensionable age

The normal retirement age is 65 years. A member of staff shall retire no later than 31 December of the year in which the age of 65 is attained.

###### 5.1.2 Early retirement

With the approval of the Council a staff member may retire from age 55.

###### 5.1.3 Poor health

In the event of poor health a staff member may apply to leave the service before the normal retirement age in accordance with the rules of the relevant Pension Fund or Retirement Fund.

##### 5.2 Expulsion and discharge

The grounds upon which a staff member may be expelled or discharged by the Council, and the procedures to be followed, are prescribed in the disciplinary procedure.

##### 5.3 Period and time of notice of termination of service

Apart from the provisions of paragraph 5.2, the service relationship between a staff member and the Council may be terminated by mutual written notice of three calendar months in the case of C2 staff members (excluding the corps of technical assistants) and one calendar month in the case of C3 staff members (including the corps of technical assistants).

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## **6. Amendment of Conditions of Service**

The Council reserves the right to amend these conditions of service. Such amendments are recorded in the Council Minutes, which are open for inspection.

## **7. Incorporation by Reference**

The following are incorporated in the conditions of service document by reference and are available from the Human Resources Division on request.

- 7.1 Letter of appointment
- 7.2 Benefits
- 7.3 Regulations for outside work
- 7.4 Grievance procedure
- 7.5 Policy for the prevention of nepotism
- 7.6 Policy and procedure in respect of job evaluation
- 7.7 Performance-driven remuneration
- 7.8 Smoking policy
- 7.9 Sexual harassment: Policy and procedure with regard to staff (under review)
- 7.10 Electronic communication policy
- 7.11 Code For Employment Equity and Diversity
- 7.12 Employment Equity Plan
- 7.13 Employment Equity Policy

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## 8. Definitions

Unless the context otherwise indicates, the following terms have the following meanings:

<i>C2 staff</i>	Administrative and support staff appointed in a departmental, technical, secretarial and typist capacity.
<i>C3 staff</i>	Service staff.
<i>Calendar year</i>	A period from 1 January to 31 December.
<i>Calendar month</i>	A period from the first day of a calendar month to the last day of the same calendar month.
<i>Month</i>	A period from one day of the month up to the day preceding the day that numerically agrees with that day in the following month.
<i>Permanent appointment</i>	An appointment that on date of commencement of service participates in the benefits of the University, as determined by the Council.
<i>Council</i>	The Council of Stellenbosch University.
<i>Cost of employment</i>	The total employment cost for the employer which includes all cash remuneration and all contributions to benefit funds. Compulsory statutory employer contributions and leave are excluded from the <i>cost of employment</i> .
<i>University</i>	Stellenbosch University.

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