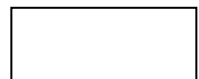




Extract of Benefits Policy: Benefits for Temporary Employees Appointed for Longer than Three Months

(Definitions for terms that are italicised in the text are provided at the end of the document.)

Reference number of this document	TP0426
HEMIS classification	
Aim	To set out the benefits currently available to temporary staff who are appointed for longer than three months
Type of document	Policy implementation
Accessibility	General (external and internal)
Implementation date	2015
Review date/frequency	As the need for amendments arises
Previous revisions	None
Owner of this policy	Vice-Rector: Social Impact, Transformation and Personnel
Institutional functionary (curator) responsible for this policy	Chief Director: Strategic Initiatives and Human Resources
Date of approval	15 March 2015
Approved by	Rector's Management Team (RMT)
Keywords	benefits, occupational health, leave



The essence of the extract

This document is set in the context of the Stellenbosch University (SU) Benefits Policy as approved by the SU Council. It sets out the details of benefits available to temporary SU employees who are appointed for longer than three months.

1. Benefits upon termination of employment

A severance package is payable, which is calculated as follows: one week's salary for each full year in SU's continuous employ. Only years completed since 1 January 2015 are taken into account.

2. Occupational health

- 2.1 Membership is available to all employees whose contract is for a period of one year or longer.
- 2.2 The contributions to the fund form part of participating employees' *cost of employment (COE)*.
- 2.3 **Please note:** This benefit expires on the date of termination of employment.

3. Leave

3.1. Annual leave

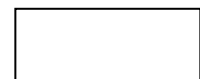
Employees are entitled to a number of working days' leave a year, which is calculated with reference to their specific post level: 30 working days a year for post levels 1 to 8, 25 working days a year for post levels 9 to 11, and 20 working days a year post for levels 12 to 19 – subject to the following stipulations:

- 3.1.1 The leave credit in a particular leave cycle increases pro rata over time until the end of the cycle, subject to the prescribed maximum.
- 3.1.2 Annual leave must be taken within 12 months after the relevant leave year has ended, after which date unclaimed leave will expire.
- 3.1.3 Full-time staff may take annual leave in units of full working days or half a working day.
- 3.1.4 Unclaimed annual leave must be paid out upon termination of employment.

3.2 Maternity leave

3.2.1 Female employees are entitled to four months' maternity leave at full *COE* – which applies also when a child younger than six months is adopted – subject to the following stipulations:

- 3.2.1.a Each employee who fits the description set out in 3.2.1 is entitled



to a maximum of nine months' leave at full *COE* for all her confinements combined. Further maternity leave will be granted strictly as required by law.

- 3.2.1.b This maternity leave benefit is subject to the employee remaining in the University's employ for a continuous period of 12 months after her maternity leave has expired. Should a staff member's employment be terminated (for any reason whatsoever) before the end of those 12 months, she must reimburse the University for the full maternity benefit that she received (or for such pro rata portion of the 12-month period that remains) on the date that she leaves SU's employ. In case of noncompliance the University will be entitled to recover the outstanding reimbursement from the employee.
- 3.2.1.c As regards the terms of 3.2.1.b, employees also have the option to take maternity leave in the form of *unpaid leave* and claim the maternity benefit from the Unemployment Insurance Fund instead.
- 3.2.1.d SU may, for the sake of the smooth running of affairs and after consultation with the employee concerned, require that maternity leave may begin no more than one month before the expected confinement date.
- 3.2.2 No employee may return to the workplace within six weeks of having given birth, unless a medical doctor has certified that she is able to resume her work duties earlier. Should her *spouse* or permanent partner also be in SU's employ, this person may use any remaining portion of the maternity leave available, subject to the same conditions as set out in 3.2.1.
- 3.2.3 An employee may choose not to resume her work duties for a further period once her maternity leave has expired. In that case, she may be offered the following choice upon recommendation by her departmental or divisional head:
 - 3.2.3.a taking the annual or accumulated leave available to her; or
 - 3.2.3.b taking *unpaid leave*.
- 3.2.4 Notification of maternity leave must be accompanied by proof of pregnancy issued by a medical doctor indicating the expected confinement date. Employees must give at least four weeks' notification before the commencement of maternity leave, or as soon as reasonably possible.
- 3.2.5 Employees who suffer a miscarriage during the last trimester of pregnancy or who give birth to a stillborn child are entitled to maternity leave of up to six weeks after the miscarriage or still birth, whether the employee concerned already was on maternity leave when the incident occurred or not.



3.3 Study opportunities

3.3.1 Study opportunities may be granted for a maximum of 24 working days a year, which may be taken continuously or at intervals – subject to the following stipulations:

3.3.1.a Employees may enrol only for courses that are deemed to be of benefit to the University.

3.3.1.b Employees may be granted two days for every examination opportunity.

3.3.1.c When study opportunities are granted, the following must be agreed upon:

- What will be deemed to be satisfactory progress?
- Should an employee fail to show satisfactory progress, the study opportunity will be deducted from the employee's annual leave.

3.3.1.d Provisions regarding study opportunities that are taken at intervals:

- The time allowed for attending lectures, tutorials and practicals at SU will be calculated according to the uninterrupted prescribed duration of a class or laboratory session (including breaks between periods) plus 20 minutes.
- If employees attend classes at a venue that is not located at the campus where they work, their total travelling time will be included in the working hours to be deducted from their annual leave.
- Employees may attend a maximum total of three lectures a week during working hours.

3.4 Compassionate leave

3.4.1 Compassionate leave with full pay may be granted for:

3.4.1.a three working days a year; and

3.4.1.b another 14 working days for every cycle of three years.

Thus, for each cycle of three years, a total of 23 working days are available for compassionate leave.

3.4.2 Compassionate leave may not be accumulated.

3.4.3 Compassionate leave for a portion of a day, or for one or more full days, may be granted in the following instances:

3.4.3.a the birth of an employee's child;

3.4.3.b illness of an employee's child;

3.4.3.c serious illness of an employee's *spouse*, and



3.4.3.d the death of an employee's *spouse*, parent, parent-in-law, adoptive parent, grandparent, child, grandchild or sibling, or a member of their extended family.

3.4.4 SU may request reasonable proof of an incident before granting compassionate leave.

3.5 Leave of absence

3.5.1 Employees may be granted leave of absence for a maximum 15 days per occasion to attend meetings, conferences or other gatherings if their attendance is deemed to be in SU's interests.

3.5.2 Leave may also be granted for longer periods or for certain activities that do not qualify for leave of absence, provided that the number of days by which the leave period is exceeded be debited against the employee's annual leave.

3.5.3 One working day is granted for each time an employee moves house.

3.5.4 For purposes of attending court proceedings in which the SU employee concerned has been subpoenaed to testify, leave will be granted for the number of days that the person actually must appear in court (a copy of the subpoena must be submitted as proof).

3.6 Unpaid leave

3.6.1 In special cases, and subject to the conditions set by the University, employees may be granted *unpaid leave*. During such period they will receive 25% of their *COE*.

3.6.2 Employees earn no annual leave during a period of *unpaid leave*.

3.6.3 Employees must exhaust all their annual leave before they may qualify for *unpaid leave*. Staff who make use of this benefit must remain in SU's employ afterwards for a quarter of the leave period concerned.

3.7 Presence at the workplace

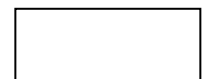
3.7.1 On weekdays employees must be present on University premises and at the workplace assigned to them, except if they are on leave or absent for purposes of a study opportunity.

3.7.2 If employees have to perform their duties at some location other than their normal workplace, they must make adequate arrangements beforehand with their environmental head or dean (or his or her delegate) regarding their whereabouts.

3.7.3 Environmental heads or deans may grant employees permission to attend officially recognised meetings or gatherings in the immediate vicinity of their campus, provided that:

3.7.3.a the activity concerned be work related; and

3.7.3.b the head concerned know where the relevant employees are to be found.



3.8 Sick leave

3.8.1 Upon submission of a medical certificate or certificates that the University finds satisfactory, employees are entitled to a maximum of eight months' sick leave (taken either continuously or as separate periods of eight months in total) for every successive three-year period of employment. Employees who qualify for sick leave will receive their full salary for the first four months. After that, they receive half of their personal *COE*.

3.8.2 Sick leave cannot be accumulated.

3.8.3 Sick leave is calculated by calendar days, not working days. Sick leave that runs from a Friday until the following Monday thus amounts to four days' leave.

3.8.4 Applications for sick leave for more than two calendar days must be accompanied by a satisfactory medical certificate that states the nature of the illness clearly.

4. Definitions

Unless the context indicates otherwise, the following terms have the meanings as defined below:

4.1 Spouse

4.1.1 a person who is recognised as legally married, or

4.1.2 a person who has been living with someone else for more than six months, who plans to continue cohabiting permanently and who may be accepted reasonably (depending on the facts of the particular case) as a partner in a permanent relationship of cohabitation

4.2 Cost of Employment (*COE*)

The total *COE* to the employer, including all cash remuneration, benefits and contributions to relief funds; leave and compulsory statutory contributions by the employer are not included in *COE*

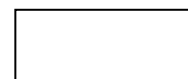
4.3 Unpaid leave

4.3.1 in the case of maternity leave: no income from SU

4.3.2 in all other situations: 25% of the employee's *COE*

5. Supporting documents

Item number	Name of document	Status <i>(e.g. identified, in process or approved)</i>
	None	



6. Related documents

Item number	Name of document	Status <i>(e.g. identified, in process or approved)</i>
DV0406	Benefits Policy	Approved

Signature:.....

Date:.....

TP0426 – Benefits temporary appointments longer than three months (**June 2017**)