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## CONDITIONS OF SERVICE FOR LECTURING 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 lecturer is appointed by the Council, subject to such delegated powers as granted by the Council from time to time.

#### 2.2. Continued Employment

A lecturer'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 lecturer's obligations are as follows:

#### 3.1. Duties

A lecturer is responsible to the University for performing the following duties:

- 3.1.1. The planning and effective teaching of the particular subject module that has been assigned to him/her within the department concerned, and the implementation of all the aspects of the University's teaching policy for which lecturers are held responsible;
- 3.1.2. Guidance to postgraduate students assigned to him/her for this purpose;

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- 3.1.3. Undertaking research and publishing research results as an integral part of his/her academic brief, and utilising all possibilities and opportunities that can contribute to the advancement of his/her own research activities and to the execution of the University's research policy in general;
- 3.1.4. Careful and adequate evaluation of students' academic performance, in consultation with co-examiners appointed by the Council on the recommendation of the Senate, and in accordance with the requirements and prescriptions laid down by the University for evaluation practices and evaluation opportunities;
- 3.1.5. Teaching staff should usually be available on a daily basis at their normal place(s) of work for a total of at least 30 hours a week between 08:00 and 17:00 for, among others, consultation by colleagues and students;
- 3.1.6. Proper guidance to and supervision of the department or part thereof that has been entrusted to him/her, and participation in the administrative activities of the University at departmental/school/faculty/senate level in accordance with his/her particular abilities and expertise and with due regard to the Employment Equity Plan and the Code for Management Practices;
- 3.1.7. Service delivery within University context as well as externally to the community and the public of the University in order to pursue the vision of the University as contained in the Strategic Framework, namely to be a university characterised by lively interaction between institution and community to the advantage of both. This means that the lecturer:
- i) becomes involved in research and other community projects and must participate in partnership actions and interactions with other tertiary institutions, community organisations, public bodies and private companies;
  - ii) actively participates in departmental and faculty committees;
  - iii) functions as a full member of professional/academic bodies/associations and actively participates in the activities of such bodies/associations;
  - iv) consciously conveys a positive image of the Department, Faculty and University to external and internal clients;
  - v) makes a positive contribution to the marketing activities of the Department, Faculty and University; and
  - vi) takes initiative to make the University more accessible to students and staff of different races and genders.

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3.1.8 Assisting with the application of the University's rules and regulations.

3.1.9 Pursuing values and goals as set from time to time.

## 32 Outside Work

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

### Secrecy

33 Secrecy in all University matters of a confidential nature is required from a lecturer.

34 Compliance with arrangements for the orderly management and operation of the University. A lecturer 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.

## 35 Intellectual Property

3. 5. 1 All rights, interests and title resulting from an invention and/or patent made by a lecturer 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 lecturer 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, lecturers undertake to:

3. 5. 5 Subject them to the University's policy on Intellectual Property as determined from time to time;

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

##### **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 lecturer may retire from the age of 55 years.

###### **5. 1. 3 Poor health**

In the event of poor health a lecturer may apply to leave the service on pension in accordance with the rules of the relevant Pension Fund or Retirement Fund.

##### **5.2 Expulsion and discharge**

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

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

Apart from the provisions of paragraph 5.2, the service relationship between a lecturer and the Council may be terminated by mutual written notice of three months on 1 January, 1 April, 1 July or 1 October.

**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:

*Calendar year:* A period from 1 January to 31 December.

*Calendar month:* A period from the first day of a calendar month to the last day of the same calendar month.

*Month:* 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.

*Cost of employment:* The total cost of employment for the employer which includes all cash remuneration and all contributions to benefit funds. Compulsory statutory employer contributions and leave are excluded from the cost of employment.

*Council:* The Council of Stellenbosch University.

*University:* Stellenbosch University.

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