



GENERAL CONDITIONS OF SERVICE

Approving Authority	Council
Date of Approval	22/08/18
Version	Version 2
Effective Date	1/09/18
Date last reviewed	
Revision date(s)	30 July 2020
Responsible Officer	Director, Human Resources
Document URL	

TABLE OF CONTENTS

Contents

1. INTRODUCTION	1
2. INTERPRETATIONS	2
3. RECRUITMENT AND APPOINTMENTS	5
3.1 Appointing Authorities	5
3.1.1 Vice Chancellor	6
3.2 Pensionable Appointments.....	6
3.3 Fixed-Term Contract Appointments.....	6
3.4 Casual Employees.....	7
3.5 Temporary Appointments	7
3.6 Appointment on Contract after Retirement.....	7
3.7 Medical Examination	7
3.8 Applications for Employment	8
3.9 Letter of Appointment	8
3.10 Confidentiality	8
3.11 Probation.....	8
3.12 Termination of Employment during Probationary Period	9
3.13 Confirmation of Employment	9
3.14 Priority on Appointment.....	9
4. ACTING APPOINTMENTS	9
5. PROMOTIONS	10
6. TRANSFERS	11
7. SECONDMENT	11
8. SALARIES	12
8.1 Payment of Salaries.....	12
8.2 Adjustment of Salaries	12
8.3 Advances Against Salary.....	12
8.4 Assignment of Salary	13
8.5 Deductions from Salary	13
9. PERFORMANCE MANAGEMENT	14
10. ALLOWANCES AND BENEFITS.....	14
10.1 General	14

10.2. Accommodation on First Appointment for External Appointments	15
10.3. Transfer Allowance	15
10.4. Standby/ Commuted Allowance.....	15
10.5. Entertainment Allowance	15
10.6. Travel Concession.....	16
10.7. Cell phone and/or Data Allowance	16
10.8. Medical Aid Benefit.....	16
10.9. Group Life Assurance and Workers Compensation	16
10.10 Worker's Compensation	16
10.11 Protective Clothing	16
10.12 Training Allowance.....	17
10.13 Responsibility Allowance	17
10.14 Shift Allowance	17
10.15 Tuition Benefit	17
10.16 Professional Membership Fees	17
10.17 Housing Allowance.....	17
10.18 Remote Area Allowance.....	17
10.19 Car Allowance	18
11. WORKING WEEK, WORKING HOURS AND OVERTIME.....	18
11.1. Working Week.....	18
11.2. Overtime	18
12. OVERTIME FOR SHIFT EMPLOYEES	18
13. TIME OFF IN LIEU OF OVERTIME.....	19
14. LEAVE	19
14.1. Annual Leave	19
14.2. Annual Leave Entitlement	19
14.3. Application for Annual Leave	20
14.4. Calculation of Leave Entitlement	20
14.5. Accrual and Encashment of Annual Leave.....	21
14.6. Leave Earning Periods	21
14.7. Compassionate Leave.....	21
14.8 Emergency Leave.....	22
14.9. Unpaid Leave	22
14.10 Sick Leave.....	22
14.11.Maternity Leave.....	23

14.12 Paternity Leave	24
14.13 Leave for Hospitalised Sick Children.....	24
14.14 Professional Development Leave	24
14.15 Sabbatical Leave	25
14.16 Research Leave.....	26
14.17 Study Leave	26
14.18 Leave of Absence	27
14.19 Special Leave.....	27
14.20 Recess Period	27
15. TRAINING	28
15.1 General	28
15.2 Earning leave Whilst on Training	28
15.3 Bonding Agreement.....	29
15.3.1 Full time residential training	29
15.3.2 ODL/Part-time Learning.....	29
15.4 Training Advances	29
15.4.1 General	29
15.4.2 Out of Pocket Expense.....	30
16. TRANSPORT AND TRAVEL ALLOWANCES	30
16.1 Use of University Motor Vehicles.....	30
16.2 Use of Private, Public or Hired Motor Vehicles.....	31
16.3 Travel by Air.....	31
16.4 Travel by Train	31
16.5 Travel Allowances Within Botswana.....	31
16.5.1 Hotel Allowance	31
16.5.2 Subsistence Allowance	32
16.5.3 Meal Allowances.....	32
16.5.4 Travel Advance (Imprest).....	32
16.6 Travel Allowances Outside Botswana	33
16.6.1 Per Diem	33
16.6.2 Car Hire Expenses.....	34
16.6.3 Travel Expenses.....	34
16.6.4 Travel Entertainment Allowance.....	34
17. PRIVATE WORK	34
18. PARTISAN POLITICAL ACTIVITIES.....	34

19. TERMINATION OF EMPLOYMENT	35
19.1 Right to Terminate Employment	35
19.1.1.1 Retirement	35
19.1.1.2 Early Retirement Age	35
19.1.1.3 Compulsory Retirement Age	35
19.1.1.4 Retirement due to ill Health	35
19.1.1.5 Resignation	35
19.2 Notice Periods	35
19.3 Termination of Employment with Notice	36
19.4 Termination of Employment without Notice	36
19.5 Waiver of Requirement to Serve Notice	36
19.6 Terminal Benefits	37
19.7 Deductions from Terminational Benefits	37
20. PENSION FUND, GRATUITY AND SEVERANCE	37
20.1 Pension Fund	37
20.2 Gratuity	38
20.3 Severance Benefit	38
21. STAFF LOANS	38
21.1 General Provisions	38
21.3 Residential Property and Vehicle Guarantee Scheme	39
22. FINANCIAL EMBARRASSMENT	39
23. EMPLOYEES TAKE HOME PAY	39
24. OCCUPATIONAL HEALTH AND SAFETY	40
25. DISCLOSURE OF INTEREST	40
26. ACCEPTANCE OF APPOINTMENT	40
27. ENGAGEMENT OF FULL-TIME EMPLOYEES FOR PART-TIME WORK AT BOU	40
APPENDIX I. CODE OF CONDUCT FOR EMPLOYEES	41
1. General	41
2. Attendance	41
3. Duties	41
4. Confidentiality	41
5. Removal and Erasures of Documents	42
6. Care of University Property	42
7. Press Statements, Interviews and Publications	42

8. Gifts	43
9. Intoxicants	43
10. Trading and Gambling	44
11. Refreshments.....	44
12. Dress Code.....	44
13. Soliciting Support for Personal Gain	44
14. Private Interests.....	44
15. Outside Employment.....	44
APPENDIX II. DISCIPLINE AND GRIEVANCES	45
1. Introduction.....	45
2. Disciplinary Procedures	45
3. Right of Appeal	45
4. Framing of Charges.....	45
6. Penalties	46
7. Council's Decision	46
8. Employment Legislation	46
9. Suspension from Duty	47
10. Offences and Penalties.....	47
11. Authority of Disciplinary Penalties.....	49

1. INTRODUCTION

- 1.1 These General Conditions of Service of the Botswana Open University shall apply to all employees of the University except where other provisions have been made for any employee, category or group of employees.
- 1.2 The objective of these General Conditions of Service is to state the rights and obligations of the University towards its employees, and its employees to the University; promote harmony between the University and its employees; and to comply with the Labour Laws of the Republic of Botswana and by extension the Constitution.
- 1.3 It is recognised, however, that it is not always possible to cover, or to foresee, every eventuality or set of circumstances involving University employees. The Vice Chancellor may, therefore, interpret and apply these General Conditions of Service in so far as such interpretation and application is not in conflict with the principles and spirit of these General Conditions of Service.
- 1.4 These General Conditions of Service are made and prescribed by Council in accordance with the provisions of Section 32 of the Act and the Statutes. Council shall have the discretion to vary the procedures and policies herein from time to time within the limits of the law.
- 1.5 It is the general policy of the University to consult employees in order to keep them informed on matters which may affect them, and to provide employees with an opportunity to come up with ideas, which will be of mutual benefit to employees and the University. Such consultation shall be carried out through various internal structures.
- 1.6 The General Conditions of Service shall form part of the contract of employment, and upon entering into such contract of employment with the University, employees undertake and agree to abide by these General Conditions of Service, as amended from time to time, and to discharge their responsibilities to the University with diligence at all times.
- 1.7 Where applicable, more detailed explanations of the General Conditions of Service and procedures will be issued in the form of administrative memoranda.
- 1.8 The University shall, within the limits of the law, not discriminate against any person on any grounds.
- 1.9 Where an employee has direct or indirect interest in any undertaking resulting in a conflict of interest situation, such employee is required to declare their interest as and when it arises, and shall do so in a professional and ethical manner.
- 1.10 Employees of the University shall not represent external clients, whether in court or in any other fora, who have taken action against the University or against whom the University has taken action.

- 1.11 Employees shall at all times act in a manner that is consistent with the Vision and Values of the University. Any act or behaviour that negatively impacts on the ability of the University to accomplish its mission, shall constitute misconduct warranting disciplinary action

2. INTERPRETATIONS

- 2.1 Authority for the interpretation of these General Conditions of Service is vested in the Vice Chancellor.
- 2.2 In the event of a conflict between the conditions contained herein, and such conditions of service which may have been agreed upon with individual employees in writing, or contained in a letter of appointment, such conditions shall apply notwithstanding that they may be in conflict with these General Conditions of Service.
- 2.3 Any dispute as to the interpretation and application of these General Conditions of Service shall be referred in the first instance in writing to the Director, Human Resources. In the event an employee remains aggrieved by a decision of the Director, Human Resources in respect of an interpretation of these General Conditions of Service, the employee may appeal the interpretation to the Vice Chancellor, and if still in doubt, escalate the appeal to the Council Staff Appeals Committee.
- 2.4 Such appeal must be made in writing within 14 days of the decision of the Director, Human Resources or Vice Chancellor and contain comprehensive grounds for the appeal and addressed to the Chairperson of the Council Staff Appeals Committee with a copy to the Director, Human Resources. The committee's decision on appeal shall be included in the Agenda of the next scheduled meeting of Council for information.
- 2.5 For the purpose of interpretation, the following definitions shall apply:

"Academic Staff" means personnel whose primary function includes teaching, curriculum development, preparation of learning material, instructional design, programme delivery, learner support, scholarship and research, and shall include such persons as may be designated or recognised for such purposes by Council on the recommendation of Senate;

"Act" means the Botswana Open University Act;

"Authorised Establishment" means the number of staff positions approved by Council and for which funding has been acquired;

"Basic Salary" means salary without taking into account any additional benefits or bonuses;

"Casual Employee" means an employee whose terms of contract are for a period of not exceeding three days in a week, or more than twenty-two and a half hours' work per week. Such a contract shall not exceed twelve (12) months.

"Chancellor" means the person holding the Office of Chancellor in Accordance with Section 7 of the Act;

"Citizen" means a citizen of Botswana;

"Close Relative" means spouse, children, parent, sibling, grandparent, parent in-law, and legally adopted children, including adoptive parents;

"Compulsory Retirement Age" means attainment of the age of sixty-five (65) years;

"Consultancy" shall mean the practice of giving expert advice within a particular field, for which an employee of University may receive some fee/financial reward from a source outside the University;

"Contract Employment" means employment for a fixed period of time;

"Contract Renewal" means an addition of time of no less than twelve (12) months to the current contract of employment and not more than sixty (60) months;

"Contract Extension" means an addition of time of less than twelve (12) months to the current contract of employment;

"Contract Employee" means an employee appointed in terms of Clause 3.6 of these General Conditions of Service whose employment is for a fixed period of time;

"Contract of Employment" means an agreement, in writing, between the employee and the University;

"Conflict of Interest" means a situation which has the potential to undermine the impartiality of a person because of the possibility of a clash between the person's self-interest and the University institutional interest;

"Council" means the University Council established under Section 10 of the Act;

"Day" means calendar day unless otherwise defined;

"Dean" means an academic member of staff of the University appointed to head a School or any person designated as such by Council;

“Dependant” means children, spouse, parents or certain other relatives to whom one contributes all or a major amount of the necessary financial support.

“Deputy Vice-Chancellor” means a person appointed in terms of Section 8(3) of the Act;

“Director” means the head of an institute, a research centre, an academic centre, an administrative department or a unit as provided for in the Statutes or any person designated as such by Council;

“Disclosure of Interest” means a notification by an employee in writing to the University of their direct or indirect personal interest in any business or undertaking the University proposes to deal with or any decision it has to make;

“Early Retirement Age” means attainment of the age of fifty (50) years;

“Employee” means any employee of the University, unless otherwise defined;

“Established Position” means a position on the authorised Establishment of the University;

“Family” means: (a) an employee’s marital spouse; and (b) an employee’s biological or legally adopted unmarried children, who are under the age of twenty-one (21) years, and no more than twenty-three (23) years of age where they are still in full time education;

“Fixed-Term Contract” means a contract of employment for a specified period;

“Gross Salary” means aggregate of all earnings prior to any deductions;

“Head of Department” means an academic member of staff appointed by the Vice Chancellor to head an academic department;

“Legal Guardian” means any person lawfully having charge of a child or young person whether such a child/young person has parents or not, or whose parents are unknown;

“Minister” means the Minister responsible for tertiary education;

“Minor” means a family member of an employee who is below 18 years of age;

“Month” means a calendar month, unless otherwise defined;

“Non-Pensionable Employees” mean citizen employees who are not members of the Botswana Open University Pension Fund;

“Part-time Employee” shall mean an employee appointed in terms of Section 4 of these General Conditions of Service whose employment is under a pre-determined amount of hours set by the University;

“Pension Fund” means the Botswana Open University Pension Fund;

“Pensionable Terms” means conditions of employment for a continuous period, which provides for pension upon reaching the compulsory retirement age of 65 in line with the University pension rules;

“Secondment” means appointment on a temporary basis for a period not exceeding three (3) years, to a position in the University or another organisation, arranged at the request of the University or the other organisation, as the case may be;

“Smoke-Free” Work Area - an enclosed area where no smoking takes place and any outdoor area that is not specifically designated as a smoking area;

“Smoking” - the act of smoking or carrying a lighted cigar, cigarette, pipe or any other smoking material or device;

“Senate” means the body established under Section 21 of the Act;

“Statutes” means the Statutes of the University enacted under Section 32 of the Act;

“Support Staff” means an employee of the University whose terms and conditions of service do not include the primary obligation to undertake teaching and research;

“Temporary Employee” means an employee of the University appointed on a temporary basis for a specified period not exceeding twelve (12) weeks

“University” means the Botswana Open University;

“Vice Chancellor” means a person appointed pursuant to Section 8 (1) of the Act or any person acting in that capacity;

“Week” means a period of five (5) days from Monday to Friday inclusive, unless otherwise defined;

“Year” means a calendar year (1st January to 31st December), unless otherwise defined.

“Academic Year” means 1st July to 30th June, unless otherwise defined.

3. RECRUITMENT AND APPOINTMENTS

3.1 Appointing Authorities

Authority to appoint the Vice Chancellor is vested with the Minister after consultation with Council and Senate. The authority to appoint other staff is delegated as follows:

3.1.1 Vice Chancellor- dnt highlight

3.1.1 The Vice Chancellor shall be appointed by the Minister after consultation with Council and Senate on such terms and conditions as may be determined by the Minister in consultation with Council.

3.1.2 Deputy Vice Chancellors shall be appointed by Council after consultation with Senate on such terms and conditions as determined by Council.

3.1.3 Directors: Senior Staff Appointments, Promotions and Review Committee, upon the recommendation of the relevant Divisional Appointments, Promotions and Review Committee.

3.1.4 All other Support Staff: Vice Chancellor upon recommendation of the relevant Divisional Appointments, Promotions and Review Committee.

3.1.5 Dean, Professor and Associate Professor: Senior Staff Appointments, Promotions and Review Committee, upon the recommendation of the appropriate School, Institute or Centre Appointments, Promotions and Review Committee

3.1.6 All other Academic Staff: Vice Chancellor upon the recommendation of the School, Institute or Centre Appointments, Promotions and Review Committee

3.2 Pensionable Appointments

3.2.1 Only citizen employees shall be eligible for pensionable employment. The date of membership to the University's Pension Fund shall be the date of assumption of duty. Non-citizens are not eligible for pensionable appointments.

3.3 Fixed-Term Contract Appointments

3.3.1 Fixed-term contract appointments for both citizens and non-citizens shall be made for a definite term, which shall be clearly stated in the letter of appointment.

3.3.2 Such appointments shall be for periods of not less than twelve (12) months and not more than sixty (60) months.

3.3.3 Employees appointed on fixed-term contracts of twelve (12) months and longer shall be eligible for gratuity payments.

3.3.4 Employment on contract terms shall expire upon the expiry of the period the contract unless terminated by either the employee or the employer as provided for in the contract.

3.3.5 A new contract may be given by mutual agreement. The employee shall inform the employer of his or her intent by submitting an application for a new contract six (6) months prior to the expiry of the obtaining contract of employment.

- 3.3.6 The new contract, subject to fulfilment of the renewal process, shall be concluded before three (3) months before the expiry of the obtaining contract
- 3.3.7 A contract may be extended by mutual agreement. The employee shall inform the employer of his or her intent by submitting an application to extend the contract six (6) months prior to the expiry of the contract of employment.
- 3.3.8 The actual extension, subject to fulfilment of the extension process, shall be concluded three (3) months before the expiry of the obtaining contract.
- 3.3.9 Where the employee has no intention of renewing or extending the fixed-term contract, he or she shall give notice to that effect not less than three (3) months before the expiry of the contract.
- 3.3.10 The University shall not be obliged to offer the renewal or extension of a contract by virtue of the above provisions.

3.4 Casual Employees

- 3.4.1 Casual employees are not entitled to the benefits or allowances provided for in terms of these General Conditions of Service, other than Worker's Compensation, overtime payment for any time worked in excess of the normal daily hours of work, or work performed on a Public Holiday.

3.5 Temporary Appointments

- 3.5.1 The University may appoint persons on temporary contracts of employment of less than 12 months' duration on such terms and conditions as may be determined by the University from time to time.
- 3.5.2 An employee appointed on temporary terms shall be entitled to severance benefit.

3.6 Appointment on Contract after Retirement

- 3.6.1 An employee who has retired from the University may be appointed on fixed-term contracts of employment at the discretion of the University, as long as their services are still needed by the University, and they are capable of performing their duties effectively.

3.7 Medical Examination

- 3.7.1 An offer of first appointment, or for an employee above the age of sixty-five (65) years shall be conditional upon an appointee undergoing a full medical examination by a registered medical practitioner approved by or acceptable to the University.

3.8 Applications for Employment

- 3.8.1 All applications for first employment with the University shall be made in writing, in accordance with a format prescribed by the University.
- 3.8.2 The University shall not be required to give any reasons in the event that an application for employment is unsuccessful.

3.9 Letter of Appointment

- 3.9.1 All successful applicants shall receive a Letter of Appointment and a Contract of Employment stating the nature of the appointment and salary scale and making reference to these General Conditions of Service.
- 3.9.2 An employee wishing to accept an offer of employment shall sign a copy of the letter of appointment which must be submitted and received by the University within 14 days from the date of offer of appointment.

3.10 Confidentiality

- 3.10.1. All employees shall be required to sign a confidentiality form on assumption of duty.
- 3.10.2. No employee shall, without authority, allow any person whether such person is in the employment of the University or not, access to any financial records, written documents, computer files or any other University record, other than in the normal course of University business or academic activity.
- 3.10.3. Failure to comply with the provisions of this clause shall result in disciplinary action.

3.11 Probation

- 3.11.1 All new employees other than temporary employees shall, upon first appointment, serve a probationary period of six months, with possible extension of up to twelve months from the date of taking up the appointment.
- 3.11.2 A performance contract for the probation period must be agreed with the employee upon appointment and performance must be reviewed at two months intervals and the employee given written feedback after each performance review.
- 3.11.3 If during probation the employer has grounds to be concerned that an employee is not performing to standard or may not be suitable for the position, the employer must notify the employee of the concerns and give the employee an opportunity to respond to those concerns.

3.12 Termination of Employment during Probationary Period

- 3.12.1 The University may terminate the services of an officer on probation at any time if the officer fails to meet the requirements of his/her job. Such termination shall not be appealable.
- 3.12.2 During the probationary period either party may terminate the contract with not less than 14 days' notice (other than summary dismissal for disciplinary reasons) and such termination shall be deemed to have been made for just cause, and shall not be subject to any appeal in accordance with the provision of Section 20 (2) of the Employment Act as amended from time to time.

3.13 Confirmation of Employment

- 3.13.1 At least 4 weeks prior to the expiry of the probationary period, the employee on first appointment shall be informed whether he/she has satisfactorily completed the probationary period, and the date of confirmation or otherwise.
- 3.13.2 If the employee does not receive a notification in terms of the above provision, it shall be deemed that the probationary period has been successfully completed, and the employee has been confirmed in employment.

3.14 Priority on Appointment

- 3.14.1 In general, recruitment of a new employee shall be at entry to an appropriate salary grade.
- 3.14.2 Where vacancies occur, Senior Management level positions shall be concurrently advertised internally and externally. Positions below Senior Management level shall initially be advertised internally to check if there are qualifying serving employees. If no suitable internal candidate is identified, then the position shall be advertised externally. For all advertised positions, suitably qualified candidates evaluated at a similar level shall be given preference in the following order of priority:
 - (i) Serving employees;
 - (ii) Other citizen applicants;
 - (iii) Other non-citizen applicants.

4. ACTING APPOINTMENTS

- 4.1 An employee may be appointed to act in an established position. Such appointment may be made on a temporary basis to cover the absence on leave of the substantive employee, or

absence through sickness or away on training, or to give an employee experience in the duties of a more senior post to assess his/her suitability for promotion.

- 4.2 Any acting appointment made in terms of the above section shall be in writing by the officer authorised to make such appointment, stating the length of the acting appointment.
- 4.3 An employee appointed to a position on an acting basis for 10 calendar days or more shall receive an Acting Allowance, being the difference between the substantive salary of the acting appointee and the entry point of the Band of the acting position, or 15% of the basic salary of the employee, whichever is greater.
- 4.4 In addition to the salary allowance, the employee shall also receive the benefits accruing to the position in which he/she is acting. Where such benefit is computed as a percentage of salary, reference shall be made to the entire salary falling within the acting period on a pro rata basis.
- 4.5 For the purpose of calculation of pension entitlements, the Acting Allowance shall not count towards pensionable emoluments.
- 4.6 Acting appointments shall not normally exceed six months. However, the Vice Chancellor, at his/her discretion may extend the period for up to an additional six months. The total continuous acting period should not exceed twelve calendar months, after which a substantive position holder will be appointed.
- 4.7 Acting Allowance shall only be paid to employees acting in higher positions than their substantive position.
- 4.8 Where an employee whose contract of employment provides for an inducement allowance, or contract addition, over and above basic pay, such employee, if called up to act shall not be eligible for a higher inducement allowance.
- 4.9 Temporary position may be filled by a serving employee in an acting capacity on such terms, and for such period as shall be determined by the University.

5. PROMOTIONS

- 5.1 Promotion to a higher post is dependent upon the existence of a vacancy at a higher level.
- 5.2 Promotions to higher positions will not be automatic upon attainment of any qualifications nor will seniority, length of service or reaching the top of a salary grade be regarded as sufficient grounds for promotion.
- 5.3 In considering an employee for promotion, proven work performance will be the primary criteria, as well as an assessment or evaluation of the employee's potential to carry out work at higher level.
- 5.4 Promotions will be done in line with the Policy, Criteria and Procedures for the Promotion and Appointment of Academic Staff as well as Support Staff Promotions' Policy.

6. TRANSFERS

- 6.1 If the needs of the University so require, and after engagement with the employee, an employee appointed to an established post may be transferred to any Department, Centre, Institute, Unit or Office of the University. Where a transfer necessitates a change in place of residence and the period of such exceeds three months the employee shall be entitled to Transfer Allowance.
- 6.2 An employee appointed to an established position within the University may request to be transferred to any Office of the University. In the event that such a request is accepted, it shall be on such terms as shall be determined by the University.
- 6.3 Employees, who, on justifiable grounds, are transferred to a position attracting a lower salary at the University's initiative, shall be accorded a personal right to their current grade and salary.
- 6.4 Employees, who through their own initiative, are appointed to a lower position or redeployed to a position attracting a lower grade and salary in full knowledge of the grade of the position requested, shall not be accorded a personal right to their current grade and salary.
- 6.5 Notwithstanding the clauses above, the University may transfer on promotion its serving employees, subject to performance, without advertising.

7. SECONDMENT

- 7.1 By mutual agreement pensionable employees of the University may be seconded to another organisation.
- 7.2 In the event that a pensionable employee is seconded, he/she shall be entitled to receive the benefits he/she would have enjoyed with the University had he/she not been seconded. Provided that the associated organisation is offering basic salary and benefits which are greater than those applicable to the University, the seconded employee shall be entitled to receive those benefits which are better than those provided for by the University.
- 7.3 If the secondment necessitates a change of residence outside the duty station, then the employee shall be entitled to receive such allowances as appropriate. However, such an allowance is not payable if the secondment is for a temporary period not exceeding three months in which case the normal subsistence allowance will apply. Should the post to which the employee is seconded provide benefits which are not provided by the University, the employee shall enjoy these benefits as well as those provided by the University, provided that there shall be no duplication.
- 7.4 An employee seconded for a short period, which necessitates a change in place of residence, will be accommodated by the organization to which the employee is seconded. Alternatively, the employee may elect to claim Subsistence Allowance for the period of

temporary secondment at the prevailing rate, in which case no allowance shall be payable for accommodation.

- 7.5 Employees may be seconded to or from the University for periods not exceeding three (3) years.
- 7.6 During the period of secondment, such employees shall be subject to the and General Conditions of Service of the University, unless the terms of such secondment specify otherwise.
- 7.7 The University may replace an employee who is on secondment, either through temporary or fixed-term contract appointment during the period of secondment.

8. SALARIES

8.1 Payment of Salaries

- 8.1.1 Salaries shall be paid monthly in arrears in accordance with the University's published schedule of paydays.
- 8.1.2 Salaries shall only be paid by direct credit into an employee's current or savings account at a registered commercial bank, building society or savings bank.

8.2 Adjustment of Salaries

- 8.2.1 Adjustments of salaries will be implemented as and when determined by Council.

8.3 Advances Against Salary

- 8.3.1 Advances of salary may only be granted in exceptional circumstances defined as extraordinary, unanticipated expenditure, or unforeseen emergency.
- 8.3.2 Advances against salary shall not normally exceed an equivalence of one (1) month's basic salary and must be repaid within the following three (3) month period.
- 8.3.3 Applications for an advance against salary must be accompanied by proof of circumstances giving rise to the need for an advance, or such proof should be submitted no more than a week after approval, failing which the employee would be liable to disciplinary procedures.
- 8.3.4 Applications for an advance against salary, stating the nature of the emergency should be made in writing to the Director, Human Resources
- 8.3.5 No advance against salary shall be granted until an existing advance against salary has been fully repaid.

8.3.6 Notwithstanding the above clause, an employee who has been granted an advance and has not yet paid may be granted another advance against salary only in the event of exceptional circumstances.

8.3.7 No interest shall be charged on advances against salary.

8.4 Assignment of Salary

8.4.1 Employees may not cede or assign their salaries or other monies due from the University, to a third party, without prior written consent of the University.

8.5 Deductions from Salary

8.5.1 The University shall deduct from the monthly salary of employees such sums as are payable by the employee by way of taxation, garnishee orders, over-payment, or salary over-payment of accrued leave, pension fund and unauthorized absence from work in accordance with the provisions of the Employment Act as amended.

8.5.2 Subject to a written agreement by an employee, the University may also deduct such amounts which may be due from an employee in respect of:

8.5.2.1 Contributions to medical aid schemes, insurance fund, or pension fund to which the University is a corporate member;

8.5.2.2 Subscriptions or contributions to any union or employee association recognised by the University;

8.5.2.3 All charges for private telephone, fax or telex calls chargeable to the employee;

8.5.2.4 Repayment of any loan or advance of salary granted to the employee in accordance with the written agreement entered into between the employee and the University at the time of granting such loan or advance;

8.5.2.5 The cost of any training course, instructional material equipment, registration or examination fees which the University may have advanced to the employee;

8.5.2.6 Any shortage of cash or property of the University, or the cost of repairing any damage to University property, where the employee has acknowledged responsibility in writing for the safe-keeping and accuracy of such cash or property of the University, and acknowledges further in writing that such cash or property is missing, or acknowledges responsibility for such damage;

8.5.2.7 Instalments for the re-payment of any bond due to the University as a result of any costs incurred by the University in training an employee, where such

employee has entered into a bonding agreement with the University which provides for any such repayments;

8.5.2.8 To Such amounts due to the University by way of rental and/or utility charges as provided for in any agreement between the University and an employee;

8.5.2.9 The retirement of any outstanding Imprest

8.5.2.10 Such other amounts the University may be entitled to deduct by virtue of any written agreement with the employee, or such amounts that the employee has requested the University to deduct, and the University has so agreed in writing.

9. PERFORMANCE MANAGEMENT

9.1 The University shall adopt a Performance Management System, which shall be used to continuously assess the performance of individual employees.

9.2 All employees of the University shall be required to complete a Performance Contract at the beginning of each financial year and undergo assessment as determined by the University based on the Performance Contract.

10. ALLOWANCES AND BENEFITS

10.1 General

10.1.1 The University Council shall determine a range of allowances and benefits eligibility, and rates as per an Allowance Schedule to be reviewed from time to time.

10.1.2 Unless where specifically or expressly stated in the contract of employment, allowances and benefits shall not be included in total emoluments for the purpose of calculating any termination benefits due to an employee; and shall be taxed in accordance with the provisions of the Income Tax Act as amended.

10.2 **Passages and Baggage Allowance on employment and repatriation**

10.2.1 Employees recruited from outside Botswana shall be issued with passage to travel to Botswana on their start date and to their point of origin at termination by either party.

10.2.2 Employees recruited by the University on first day of employment and on termination of employment shall be assisted with transport cost or reimbursed the equivalent of that cost.

10.3 Accommodation on First Appointment for External Appointments

10.3.1 The University will, where possible, provide suitable temporary accommodation to externally recruited employees upon first appointment, where such event has necessitated a change in normal country.

10.3.2 The University shall be responsible for such accommodation and meals for a maximum period of seven (7) calendar days for the employee, spouse and up to three (3) dependent children, commencing from the date of arrival of the employee on first appointment.

10.3.3 In exceptional circumstances, the University may consider an extension for no more than seven (7) calendar days where the University shall continue to pay for the cost of accommodation and meals.

10.4 Transfer Allowance

10.4.1. If an employee is transferred to another location of the University which requires a change of town or village of normal residence, the employee shall receive a Transfer Allowance at the prevailing rates approved by Council from time to time.

10.5 Standby/Commuted Allowance

10.5.1. There shall be a Standby/Commuted Allowance which would be payable to employees who may have to be on standby duty at any time. An employee designated to be on standby duty must be immediately available for duty at all times during the standby period as required. Information on the procedures and designated positions eligible to Standby/Commuted Allowance shall be communicated to the University community by the Director of Human Resources, as amended from time to time.

10.5.2. Employees required for Standby Duty shall be entitled to a Standby/ Commuted Allowance at the prevailing rates. The allowance may only be claimed when the employees are on an authorised roster.

10.6. Entertainment Allowance

10.6.1. Employees holding certain positions or in a designated category shall be entitled to an annual taxable non-accountable Entertainment Allowance at the prevailing rates. These designated positions shall be reviewed by the University from time to time.

10.7 Travel Concession

- 10.7.1. Citizen employees, who have completed two (2) years continuous service with the University, and every two (2) years thereafter, shall be eligible for Travel Concession at a rate to be determined by Council from time to time.

10.8 Cell phone and/or Data Allowance

- 10.8.1. Employees holding certain designated positions or are in a designated category shall be entitled to a cell phone and/ or data allowance at the prevailing rates.

10.9 Medical Aid Benefit

- 10.9.1. Employees of the University shall have a choice to join any of the three (3) medical aid schemes recognised by the University.
- 10.9.2. On becoming a member of a medical aid scheme, the employer and employee shall make contributions accordingly.

10.10 Group Life Assurance and Workers Compensation

- 10.10.1 Group Life Assurance Benefit;
- 10.10.1.1 All full time employees of the University shall automatically become members of the University's Group Life Assurance, which provides for a twenty-four (24) hour life assurance cover in the event that the employee dies, or is disabled, whether on or off duty, due to any cause.
- 10.10.1.2 Membership to this cover shall be restricted to employees who shall be covered as per the group life policy.

10.11 Worker's Compensation

- 10.11.1 Employees of the University shall be covered as per the terms of the Worker's Compensation Act.

10.12 Protective Clothing

- 10.12.1 The University shall provide staff protective clothing to designated employees and positions upon such terms as may be determined by Council from time to time.

10.13 Training Allowance

- 10.13.1 Details of the University's Training Allowances and Benefits are contained in the University's Staff and Development Policy.

10.14 Responsibility Allowance

- 10.14.1 Employees appointed to perform the duties for certain positions as determined by the University from time to time shall be paid a Responsibility Allowance at the exigencies of the service.

10.15 Shift Allowance

- 10.15.1 Employees who are designated to work on shifts shall be entitled to such Shift Allowance as may be stipulated by the University from time to time.

10.16 Tuition Benefit

- 10.16.1 The University full time employees on an approved training programme shall be entitled to a tuition benefit on programmes offered by the University.

10.17 Professional Membership Fees

- 10.17.1 The University shall pay the annual membership fee to up to two (2) appropriately recognised professional associations, on behalf of employees in designated positions who by virtue of their positions at the University are required to be members of those organisations

10.18 Housing Allowance

- 10.18.1 Employees of the University shall be paid a Housing Allowance as per the allowance policy/schedule. Such allowance shall however not be paid to employees who have been allocated institutional houses.

10.19 Remote Area Allowance

- 10.18.1 Employees based in areas that are designated as Remote Areas as determined the Government of Botswana shall be entitled to an allowance at a rate to be determined by University.

10.20 Car Allowance

- 10.19.1 Designated Employees of the University shall be paid a Car Allowance as per the Allowance Schedule.

11. WORKING WEEK, WORKING HOURS AND OVERTIME

11.1 Working Week

- 11.1.1 The normal working hours per day for Employees of the University (other than Shift Employees) shall be 8 hours per day (excluding the lunch break), Monday to Friday, giving a normal working week of 40 hours.
- 11.1.2 The normal office working hours per day shall be between 07:30hours and 16:30hrs, with a one (1) hour lunch break in the afternoon.
- 11.1.3 However, these working hours may vary according to the requirements of particular Departments, or Units within a Department. The University reserves the right to vary actual hours of work in accordance with the needs of the University given its mode of delivery.

11.2 Overtime

- 11.2.1 Occasionally, support staff may be required to perform their duties outside normal working hours. Determination of remuneration for these duties will be made based on options of paid time or time off in lieu.
- 11.2.2 Prior approval to work overtime shall be a pre-requisite and may be granted by the supervisor. Positions at the supervisory level and above shall not be eligible for paid overtime but may be considered for time off in lieu.
- 11.2.3 Overtime rates will be paid as follows:
- 11.2.3.1 **Monday to Friday** (normal working week): one and a half (times) basic hourly rate for all hours worked in excess of 8 hours.
- 11.2.3.2 **Saturdays:** One and half times basic hourly rate for all hours worked.
- 11.2.3.3 **Sundays and Public holidays:** twice basic hourly rate for all hours worked.

12. OVERTIME FOR SHIFT EMPLOYEES

- 12.1 Shift Employees at industrial and clerical level shall be entitled to overtime pay for any hours worked in excess of the normal hours of work on a shift.

- 12.2. If a Shift Employee is required to work on a designated rest day, or on two (2) consecutive shifts, all hours worked shall be paid at twice the normal hourly rate or at the option of the employee, time off in lieu of overtime may be given in the case of the second shift.

13. TIME OFF IN LIEU OF OVERTIME

- 13.1. Employees who are not entitled to overtime pay but are required to work excessive hours and/or on weekends and Public Holidays, shall be entitled to mutually agreed paid time off at a mutually agreed time, within a period of three months.
- 13.2. The University shall observe all gazetted public holidays and all eligible employees shall be paid for such days as if they were normal working days.

14. LEAVE

Employees of the University shall be entitled to leave every calendar year.

14.1. Annual Leave

- 14.1.1 Leave is granted subject to the exigencies of the service.
- 14.1.2 An employee may be required at any time not to take the whole or any part of the leave applied for.
- 14.1.3 An employee shall not accumulate leave beyond three years leave entitlement.
- 14.1.4 Notwithstanding the above, an employee may be recalled from leave at any time to meet the needs of the University.

14.2. Annual Leave Entitlement

- 14.2.1. The University's annual leave rates for various salary scales are as follows:

Working Days	Category
20 Working Days	Administrative Assistants /Industrial Class
25 Working Days	Clerical / Technical
30 Working Days	Supervisory/ Professional upwards

14.3. Application for Annual Leave

- 14.3.1. Applications for annual leave exceeding 3 working days must be made to the employee's Supervisor not less than 5 working days before the commencement of such leave.
- 14.3.2. Application for leave not exceeding 3 working days may be made not later than two working days prior to the date upon which the leave is to commence, and the same provision concerning the granting of leave shall apply.
- 14.3.3. While approval of an application for leave shall not be unreasonably withheld, the requirements of the University may make it necessary to defer such leave to another date convenient to the University.
- 14.3.4. No employee may proceed on leave before receiving approval for such leave.

14.4. Calculation of Leave Entitlement

- 14.4.1. Leave entitlement shall commence from the date of appointment and shall be earned in accordance with the approved Leave Schedule:

	Working Days		
Rate per annum	20	25	30
Rate Per Month:			
January	2	2	3
February	1	2	2
March	2	2	3
April	2	2	2
May	1	2	3
June	2	2	2
July	1	3	2
August	2	2	3
September	1	2	2
October	2	2	3
November	2	2	2
December	2	2	3

14.5. Accrual and Encashment of Annual Leave

- 14.5.1. The purpose of Annual Leave is to ensure that employees have the opportunity to rest. Consequently, the University will normally not make a payment in lieu of leave, other than payment for accrued leave not taken at the time of any termination of employment.
- 14.5.2. Where an employee is unable to proceed on leave mainly due to pressure of work, he/she may be allowed to encash his/her annual leave days, provided that he/she has previously and within the financial year proceeded on a minimum of 10 days leave and the leave balance after encashment is at least 10 days.
- 14.5.3. Every employee must take a minimum of ten working days annual leave within 12 months of the period in which the leave was earned.
- 14.5.4. Any balance of leave not taken in accordance with the above clause may be accumulated for a period of up to three years, but must be taken within three years of the date from which leave was first accumulated, or it shall be forfeited.
- 14.5.5. On resignation, dismissal, or retirement, any leave in excess of three year's entitlement shall be forfeited, provided the excess leave did not arise because the employer refused to grant leave to the employee.

14.6. Leave Earning Periods

- 14.6.1. The University's leave earning period is the calendar year.

14.7. Compassionate Leave

- 14.7.1. Compassionate Leave shall be given in cases of the death or serious illness of a close relative.
- 14.7.2. The maximum Compassionate Leave shall be five (5) working days in a calendar year unless in exceptional cases.
- 14.7.3. Such Compassionate Leave shall not count against an employee's annual leave entitlement, but any unused compassionate leave may not be carried over from one year to the next.
- 14.7.4. Any Compassionate Leave taken in excess of 5 working days per annum shall be debited against an employee's annual leave entitlement.

14.8 Emergency Leave

- 14.8.1. Emergency Leave will normally be granted immediately upon application and will be deducted from the employee's accrued annual leave per annum.
- 14.8.2. Should an employee have no accrued Annual Leave to his or her credit, emergency leave may still be granted and held against future earned leave at the discretion of the University.

14.9 Unpaid Leave

- 14.9.1. The University may grant leave without pay to an employee who does not have any accrued leave to his or her credit, and wishes to be absent from work .
- 14.9.2. Leave of absence without pay shall not count as service for the purpose of these General Conditions of Service, nor shall it count as service qualifying for pension or gratuity or earning leave.

14.10 Sick Leave

- 14.10.1 When employees are unable to attend duty by reason of sickness, they must make every effort to inform their supervisor at the start of the day on which the employee is absent. Employees are entitled to twenty (20) working days paid sick leave per annum.
- 14.10.2. Any periods of absence from place of work exceeding one (1) day as stipulated in the Employment Act must be supported by a medical certificate from a recognised Medical Practitioner, which must be presented to the supervisor as soon as practicable after it is issued by the medical practitioner.
- 14.10.3. Once an employee has exhausted their sick leave entitlement as per 14.10.1, they shall be required to take their annual leave until the annual leave has been exhausted. In case of extended illness requiring hospitalisation, an employee shall be entitled to a further ninety days (90). This entitlement cannot be carried over to the next year.
- 14.10.4. If this period has been exhausted but the employee is still unfit for duty, he/she will be required to take any accrued annual leave, and thereafter will paid at the rate of half the month salary for a period not exceeding three (3) months.
- 14.10.5. The University reserves the right in the case of an employee who has been on continuous Sick Leave for a period of more than sixty (60) working days to require that the employee undergo a medical examination conducted by a medical practitioner appointed by the University at the University's cost.

- 14.10.6. If the medical report determines that the employee is unlikely to be fit for duty for at least a further 60 working days from the date of the last medical examination referred to at 14.10.5 above, then the University reserves the right to terminate the employment on medical grounds.
- 14.10.7. The decision of the Vice-Chancellor with respect to termination of employment on medical grounds shall be final.
- 14.10.8. During the probationary or temporary full time employment period an employee shall be entitled to a maximum of twenty (20) working days paid sick leave per annum, and any sick leave absences in excess of twenty (20) working days in total every twelve months shall be treated as unpaid leave after which termination of employment may be considered.
- 14.10.9. Continued absence on sick leave must be supported by monthly medical certificates from a recognised medical practitioner.

14.11. Maternity Leave

- 14.11.1 Female employees of the University are entitled to Maternity Leave in accordance with the following provisions: Up to six weeks leave prior to the date of confinement, taken at the discretion of the employee; and six weeks after the date of confinement.
- 14.11.2 Any Maternity Leave entitlement not taken prior to confinement may be carried over to after the date of confinement.
- 14.11.3 Maternity Leave which will not exceed 12 weeks (84 calendar days) will be paid at 100% of the employee's monthly salary up to the birth of the third confinement while in the employ of the University, after which it will be at half salary.
- 14.11.4 In order to claim Maternity Leave, an employee must present to the University a medical certificate stating the expected date of confinement not less than six weeks from the expected date of confinement.
- 14.11.5 After a period of Maternity Leave, an employee must present a certificate from a recognized medical practitioner certifying her fitness to resume duty.
- 14.11.6 A mother shall be permitted a period not exceeding one hour, in any working day for the purpose of being with the baby until the child is 12 months old.
- 14.11.7 In the case of a miscarriage or a still birth the employee shall be entitled to 6 weeks of Maternity Leave after date of confinement. However, if she has a medical certificate confirming her unfitness for duty, then Sick Leave shall be granted.

14.12 Paternity Leave

- 14.12.1. Male employees are entitled to a maximum of five (5) working days Paternity Leave up to three (3) confinements following official proof of their partner's confinement. Paternity Leave shall not count against an employee's Annual Leave entitlement.

14.13 Leave for Hospitalised Sick Children

- 14.13.1. Employees shall be given days to nurse their children as long as there is a medical certificate from a recognised medical practitioner. This leave shall be deducted from the employees' sick leave balance, up to the fifth birthday of the child.

14.14 Professional Development Leave

- 14.14.1 All University full time citizen employees will be entitled to Professional Development Leave subject to the following conditions:
- 14.14.1.1 Professional Development Leave, as hereinafter set out, is a privilege and not a right, and the following principles shall apply.
 - 14.14.1.2 Professional Development Leave may be granted by the University to University employees. The employees may be wishing to take up employment, or seek attachment to relevant organizations for the purpose of gaining specialized knowledge or experience in their field of work. They may also be carrying out research that is applicable to their area of employment with the University. Hence utilisation of such leave shall be of mutual benefit to the employee and the University.
 - 14.14.1.3 The employee shall normally give at least three months notification of their intention to seek Professional Development Leave.
 - 14.14.1.4 For an employee to be eligible to apply for Professional Development Leave he/she must meet all three of the following criteria:
 - 14.14.1.5 The employee must have had a minimum of 3 years continuous service with the University.
 - 14.14.1.6 The employee should not be within three years of the compulsory retirement age at the conclusion of the period of proposed Professional Development Leave.
 - 14.14.1.7 The employee shall not have benefited from this within the last two years.

- 14.14.1.8 Professional Development Leave granted in accordance with the provisions for this Section shall be for a period of not more than six months. The Vice Chancellor may however extend the period where sufficient justification exists.
- 14.14.1.9 An employee granted Professional Development Leave shall be required to enter into a bonding agreement with the University binding himself/herself to return and work for the University in accordance with the conditions and time periods laid down in clause 15.3.1.2.
- 14.14.1.10 On taking Professional Development Leave, an employee shall be entitled to return economy class fares to his/her destination and shall continue to receive full basic salary for the period.
- 14.14.1.11 Staff on Professional Development Leave may not be replaced and Departments shall make provision to cope with their responsibilities during their absence.
- 14.14.1.12 Staff on Professional Development Leave shall not earn Annual Leave.
- 14.14.1.13 The granting of Professional Development Leave is at the sole discretion of the Vice Chancellor whose decision shall be final. Professional Development Leave cannot be earned or accrued.

14.15 Sabbatical Leave

- 14.15.1 Consideration will be given by the University to an application for Sabbatical Leave for academic staff. Such grant of leave will not normally exceed one year and eligibility for leave, the period of leave granted and the number of occasions on which leave is granted are likely to be related to the length of service in the University of the Staff Member concerned, and to any previous grant made to her/him.
- 14.15.2 An academic staff member proposing to request Sabbatical Leave will consult the Head of Unit and through her/him the University at least 6 months before such leave is intended to commence.
- 14.15.3 If an academic member of staff on paid Sabbatical Leave receives remuneration from another institution during the time, the entitlement to full salary will be reviewed at the discretion of the University.

14.16 Research Leave

- 14.16.1 Research Leave on full pay for a period not exceeding three months may be granted to academic staff to enhance their scholarly profile and research output. Such leave shall not be granted to an employee more than once in every three years. Research leave is a privilege and not an entitlement, and it is subject to such constraints as staff shortages or the exigencies of the curriculum.
- 14.16.2 Employees on Research Leave shall not be replaced and Departments shall make provision to cover the employee's responsibilities during the period of absence.
- 14.16.3 The Research Leave period shall be proposed in the first instance to the Head of Department, who shall then make a recommendation to the Dean. In the case of research academic staff, the submission shall be made to the Director. The Dean/Director shall be satisfied that adequate provision has been made for the employee's teaching responsibilities for the period of absence.
- 14.16.4 The employee shall then submit a formal application including a detailed description of the planned programme of research to the Head of Department and Dean/Director for recommendation to the Deputy Vice Chancellor (Academic Services). In the case of an application by the Dean/Director, the application shall be submitted directly to the Deputy Vice Chancellor (Academic Services).
- 14.16.5 The Deputy Vice Chancellor (Academic Services) will convey his/her decision to the Director, Human Resources for implementation.
- 14.16.6 Upon completion of the Research Leave, the employee shall return to the University and submit to the Deputy Vice Chancellor (Academic Services) through the Head of Department and Dean/Director, a detailed report of the work undertaken.

14.17 Study Leave

- 14.17.1 Where an employee undertakes a private course or programme of study approved by the University, the employee will be granted Study Leave inclusive of examinations as follows:
 - 14.17.1.1 30 calendar days per calendar year for Degrees, Masters and Doctoral studies.
 - 14.17.1.2 21 calendar days per calendar year for Certificate and Diploma studies
 - 14.17.1.3 Employees granted Study Leave shall be required to enter into an agreement to return to the University and to continue to service the University for a period which shall not be less than the period of stipulated in the bonding agreement at 15.3. An employee who fails to

comply with this requirement shall be in breach of the contract of employment.

14.18 Leave of Absence

14.18.1 The University employees may be granted special leave to attend recognised national sporting or cultural events, or to represent Botswana in any official capacity or as a member of an official delegation in accordance with the following provisions:

14.18.1.1 Up to 10 working days leave of absence per calendar year upon request by the relevant government dept. ministry or recognized non-governmental organisation;

14.18.1.2 Applications for more than 10 days shall be considered on merit..

14.18.1.3 Leave to accept public office shall be granted to citizen employees on pensionable or contract terms who may seek election to public office or accept nomination of Government position. During this period employees will not get a salary from BOU.

14.18.1.4 Staff wishing to continue in public office for more than 5 years must terminate their employment with the institution.

14.19 Special Leave

14.19.1 An Employee will be entitled to two (2) working days per calendar month as Special Leave (which cannot be carried over to the following year), in respect of the following:

14.19.2 To render service elsewhere nationally or internationally on invitation by another organisation or institution, and not representing the University. In this case, a staff member will be required to gain prior approval and to disclose any financial gain to the University. A staff member shall be required to surrender 25% of the financial gain from such assignments to the University.

14.19.3 Special leave in excess of 24 working days in a financial year may be approved by the appropriate authority if supported by a comprehensive recommendation from the employee's supervisor.

14.19.4 All leave entitlements except annual leave shall not be carried over into the next cycle.

14.20 Recess Period

14.20.1 There shall be a recess period at the end of the calendar year.

- 14.20.2 The University shall determine the dates of the recess and, if need arises, identify staff who shall remain on duty to ensure the running of essential services.

15. TRAINING

15.1 General

- 15.1.1 The University has a policy of providing training opportunities for University staff in connection with the acquisition of skills relevant to the operations of the University and for the purpose of career development in the service of the University. The University shall develop, update, and implement a Staff Development Plan, which, to the extent that is practically possible, shall provide for the needs of all employees.
- 15.1.2 Most of the training for various grades is conducted on the job with specialist in-house courses, supplemented by short courses. Employees are encouraged to upgrade their education by studying at their own time. Employees who succeed in the courses that have been approved shall have all the costs of the training, including examination fees, refunded by the University but shall exclude private tutors.
- 15.1.3 The University where possible shall sponsor, or obtain sponsorship, for suitable employees to pursue an area of specialization relevant to the employee's future career with the University.
- 15.1.4 Where training has been initiated and organized by the University, the University will meet the full costs of training and any living expenses appropriate to the country of training. Where the cost of such training is met by a sponsoring organization other than the University, and the living allowance paid by the sponsors is, in the opinion of the University, inadequate, and less than the University would have granted for a similar course, the employee will receive a supplementary allowance, the amount of which will be set from time to time by the University.
- 15.1.5 Employees who are given study leave stipulated by the University to attend a course of study arranged by the University will be paid according to the regulations.

15.2 Earning leave Whilst on Training

- 15.2.1 No Employee shall be entitled to leave whilst on full time training in excess of one (1) month.

15.3 Bonding Agreement

15.3.1 Full time residential training

- 15.3.1.1 Employees sponsored by the University on full time training for a period exceeding three months shall be required, prior to commencing such training, to enter into a Training Bond Agreement. The employee shall agree to serve the University for an equivalent period after the completion of full time training. In the event the employee leaves the service of the University for whatever reason during the bonded period, he/she shall reimburse the University for any residual costs of the training not repaid by the employee by way of service.
- 15.3.1.2 In general, staff offered full-time training shall upon completion of their programme of study, be required to serve the University for a period equal to the duration of their programme.

15.3.2 ODL/Part-time Learning

- 15.3.2.1 Where the sponsored training is undertaken by the staff in respect of part-time/ODL training, the service period of the bond shall be half the normal duration of the programme.

15.4 Training Advances

15.4.1 General

- 15.4.1.1 In the event that an employee undertakes a training course not organized by the University, but which, in the opinion of the employee's Head of Department, would lead to the employee obtaining a qualification relevant to his or her duties with the University, the University will assist the employee with 100% of the costs of such a course. The arrangement will only be applicable to courses taken either part-time or by distance education.
- 15.4.1.2 An employee commencing such a course of study not sponsored by, but approved by the University will be given a loan covering yearly estimated costs of the course. Such loan shall be repayable within the relevant year in equal monthly instalments deducted from the employee's salary. The costs referred to are those covering registration, tuition, prescribed books, and examination fees, but exclude private tutoring.

- 15.4.1.3 If the employee successfully completes the course, such costs shall be converted into a grant on successful completion, i.e. the employee shall receive from the University a Training Grant equal to the expenses incurred by the employee in following and successfully completing such approved course. The Training Grant is payable whether or not the employee was in receipt of a training advance, but is only payable for approved courses and must be supported by receipts for expenses incurred. Payments relating to such an approved course will be made by the University directly to the institution concerned where the University undertakes to meet training costs. Employees may claim the cost of any prescribed text books for the course on production of receipts and such claims will be added to the amount of the loan.

15.4.2 Out of Pocket Expense

- 15.4.2.1 Where an employee attends a short course outside Botswana where the full costs of accommodation and meals are paid by a sponsor, and where no additional subsistence allowance is payable, the University will grant the employee an allowance at a rate of 25% of applicable per diem.

16. TRANSPORT AND TRAVEL ALLOWANCES

16.1 Use of University Motor Vehicles

- 16.1.1 The University may authorise an employee to drive a University motor vehicle on official duty only on the following conditions:
- 16.1.1.1 The employee must hold a valid driving license;
 - 16.1.1.2 The vehicle to be used must have a valid comprehensive insurance and a roadworthiness certificate;
 - 16.1.1.3 Any abuse of a University motor vehicle, including any damage or loss attributable to an employee's negligence or carelessness, shall constitute a disciplinary offence punishable, among other things, by an appropriate surcharge against the employee.
- 16.1.2 The University shall not be liable for any fines, charges, or other offences committed by an employee whilst driving a University motor vehicle, except where the fault is attributable to the University, e.g. where the vehicle was deemed not roadworthy.

16.2 Use of Private, Public or Hired Motor Vehicles

- 16.2.1 Where a University motor vehicle is not available for an official trip, employees may use public road transport, their own private motor vehicles, or hire vehicles from University approved motor vehicle rental companies. Authority to use a personal vehicle has to be given by Head of Department.
- 16.2.2 Employees may only be authorized to use their own private motor vehicle on official University duties upon production of proof that;
 - 16.2.2.1. they hold valid driving licenses;
 - 16.2.2.2. their vehicles have valid comprehensive insurance, and
 - 16.2.2.3. Their vehicles are roadworthy.
- 16.2.3 Employees authorised to use their own motor vehicle shall be entitled to claim kilometre-age allowance at the prevailing rates.
- 16.2.4 The University shall not be responsible for any damage, accident, or loss from, or of, a private motor vehicle used on official duty, or for any fines or third party claims arising there from.
- 16.2.5 Where the consequences of the damage or accident are not due to the carelessness of an employee, the University shall be responsible for insurance excess and towing costs.

16.3 Travel by Air

- 16.3.1 Employees of the University who have to travel by air on official duty shall be entitled to the class of air travel as provided for below:
 - 16.3.1.1 Vice Chancellor and Deputy Vice Chancellors: Business Class;
 - 16.3.1.2 All other employees: Economy Class.

16.4 Travel by Train

- 16.4.1 All employees travelling by rail on official University business shall be entitled to travel First Class.

16.5 Travel Allowances Within Botswana

16.5.1 Hotel Allowance

- 16.5.1.1 If an employee is required, by the nature of their work, to spend a night, or nights, away from their normal place of work whilst engaged on University business, the University shall pay (or reimburse) the full

reasonable cost of accommodation at a hotel and the cost of meals taken at the hotel.

- 16.5.1.2 Claims for reimbursement of travel expenses within Botswana must be supported by authenticated vouchers and receipts, and must be submitted within seven (7) working days of the employee's return from the business trip.

16.5.2 Subsistence Allowance

- 16.5.2.1 Employees who are required to spend a night, or nights, away from their normal duty station, who elect not to stay at a hotel, or where such hotel accommodation is not available, shall be paid a non-accountable Subsistence Allowance per night spent away from home at the prevailing university rates.

16.5.3 Meal Allowances

- 16.5.3.1 An accountable Meal Allowance, at the prevailing rates, shall be payable to employees who are required to spend a day, or part of a day including a normal meal time, on duty away from their normal place of work, and where it would be impractical for the employee to go home for the meal, or meals.
- 16.5.3.2 Employees may not claim both a Meal Allowance and a Subsistence Allowance. However, where an employee returns to their duty station after an official trip involving a night or nights away from home, the employee may claim the Meal Allowance for that day provided they spend their normal meal time travelling back to base.
- 16.5.3.3 An employee may opt to buy meals from food vendors without requirement to provide receipt as per prescribed applicable Subsistence Allowance (local per diem).

16.5.4 Travel Advance (Imprest)

- 16.5.4.1 Employees travelling on duty may apply for a Travel Advance to meet the reasonable expenses incurred whilst away from the University. Generally, applications for a Travel Advance should be made on the prescribed form not later than three (3) working days prior to the commencement of the proposed trip, and must be authorized by the relevant Head of Department or appropriate authority.

- 16.5.4.2 Upon the employee's return, all Travel Advance funds must be accounted for and supported by valid receipts and vouchers where required, not later than seven (7) working days after the employee's return. No further Travel Advance shall be issued until any outstanding Advance has been retired, and the University reserves the right to deduct the amount of the Travel Advance from the employee's monthly salary without further notice in the month following the employee's return.
- 16.5.4.3 An employee may opt for Subsistence Allowance (Local per diem) in lieu of Imprest.

16.6 Travel Allowances Outside Botswana

16.6.1 Per Diem

- 16.6.1.1 Employees travelling outside Botswana on official University business for periods including a night out, shall be entitled to receive Per Diem Allowance in accordance with rates established by the Government of Botswana from time to time, unless the University determines otherwise.
- 16.6.1.2 Where the rate for a particular country is deemed to be inadequate because of the high cost of accommodation which is unavoidable, the University may authorise the reimbursement of the full cost of accommodation in which case the employee shall only be entitled to claim 50% of the Per Diem Allowance for such country.
- 16.6.1.3 The allowance for travel outside Botswana shall be non-accountable, however should be retired to confirm that the trip happened and as per the stipulated days. and is intended to cover costs of accommodation, meals, laundry, local transport, gratuities and incidental expenses. In addition to the allowance, an employee travelling outside Botswana shall be reimbursed for any other reasonable incidental expenses such as the cost of visas, airport tax, and official telephone calls, fax and internet services on production of receipts.
- 16.6.1.4 An employee attending a meeting, conference, or seminar outside Botswana on University business where the host organisation provides full accommodation and meals at no cost to the employee, the employee will only receive 25% of the applicable Per Diem rate.
- 16.6.1.5 Where the host organisation provides accommodation only the employee will receive 50% and where he/she receives only meals and

no accommodation, the University shall pay 75% of the per diem rate for that country for accommodation and out of pocket allowance.

16.6.2 Car Hire Expenses

16.6.2.1 The University employees may be allowed to use car hire services when on external official trips. Prior approval shall be required before car hire facilities are utilised.

16.6.2.2 Car hire and related incidental expenses should be supported by receipts and vouchers.

16.6.3 Travel Expenses

16.6.3.1 Where an employee only spends one (1) day on University business outside Botswana and returns home the same day, the employee shall only be reimbursed for reasonable expenses for food and transport against the production of receipts.

16.6.4 Travel Entertainment Allowance

16.6.4.1 An employee designated as leader of an official University delegation travelling on an officially sanctioned business trip outside Botswana, shall be entitled to a daily non-taxable Travel Entertainment Allowance at the prevailing university rate.

17. PRIVATE WORK

17.1 Staff members of the University are allowed to participate in private work, including consultancies and part-time teaching, board membership of private and public companies or statutory organisations, and professional practice.

17.2 Private work shall be done in accordance with the University Private Work Policy.

18 PARTISAN POLITICAL ACTIVITIES

18.1. Employees of the University are not debarred from membership of political parties of their choice or from attending political meetings, provided that attendance at such meetings is undertaken after working hours. However, employees are not allowed to hold political meetings or display any political insignia or written material on University premises. Any

material of this nature related to coursework, studying or research does not fall within this category.

18.2. Employees of the university shall not hold an elected political party office.

19. TERMINATION OF EMPLOYMENT

19.1 Right to Terminate Employment

19.1.1 A Contract of Employment with the University may be terminated at any time in accordance with the following provisions:

19.1.1.1 Retirement

19.1.1.1.1 An employee may retire from the University service, with notice, on the following grounds:

19.1.1.2 Early Retirement Age

19.1.1.2.1 Upon attaining the age of fifty (50) years.

19.1.1.3 Compulsory Retirement Age

19.1.1.3.1 Upon reaching the age of sixty-five (65) years.

19.1.1.4 Retirement due to ill Health

19.1.1.4.1 Upon the recommendation by a medical practitioner that the employee should be retired with notice, on medical grounds, in accordance with Clause 13.10.

19.1.1.5 Resignation

19.1.1.6.1 Employees of the University may terminate their employment at any time, subject to having given the requisite notice, or upon payment of one (1) month's basic salary in lieu of notice.

19.2 Notice Periods

19.2.1 The notice period upon termination of employment by either the University or the employee shall be three (3) months for all employees.

19.3 Termination of Employment with Notice

The University may terminate the contract of employment of any employee at any time for the following reasons, subject to notice having been given, or payment made in lieu of notice:

- 19.3.1 For disciplinary reasons where summary dismissal is not justified, subject to the University's Disciplinary Procedures having been followed;
- 19.3.2 For medical reasons, subject to the University giving notice or payment in lieu of notice;
- 19.3.3 For purposes of reducing the University's work force, subject to the relevant provisions of the Employment Act;
- 19.3.4 For persistent failure to perform;
- 19.3.5 Where the termination is initiated by the employee he or she may pay one-month basic salary in lieu of notice;
- 19.3.6 Any other reason in the interests of the University's operations.

19.4 Termination of Employment without Notice

- 19.4.1 A contract of employment of an employee may be terminated without notice for serious misconduct, and in accordance with the provisions and procedures laid down in Appendix II Discipline and Grievances.

19.5 Waiver of Requirement to Serve Notice

- 19.5.1 The University may waive the requirement for an employee to serve notice on termination of employment under special circumstances that warrant such action.
- 19.5.2 Where the University terminates an employee's employment and waives notice, the University shall pay such employee an equivalence of the salary that would have been earned and applicable allowances, which would have been earned had the employee served the requisite notice.
- 19.5.3 Where the University terminates an employee's contract of employment and requires the employee to serve notice, the employee shall have the right to request to be released without notice and pay the employer one (1) month's basic salary in lieu of notice, excluding allowances the employee would have earned had the employee served the requisite notice.
- 19.5.4 Where either party has already given the required notice period and terminates the contract of employment, without waiting for the expiry of the notice period, either party shall pay to the other party, a sum equal to the amount of the basic pay which

would otherwise have accrued to the employee during the balance of the period of notice in accordance with provisions of the Employment Act as amended.

19.6 Terminal Benefits

- 19.6.1 Terminal benefits become due and payable when an employee retires, resigns or is dismissed from the employ of the University, retires on medical grounds, completes a fixed term of contract or dies whilst in the employ of the University;
- 19.6.2 Terminal benefits shall include the following:
 - 19.6.2.1 Any accumulated annual leave not taken, up to a maximum of three (3) years entitlement
 - 19.6.2.2 Any benefits due to the employee under the contract of employment and the Laws of Botswana;
 - 19.6.2.3 Any benefits due in terms of the University's Pension Fund.

19.7 Deductions from Terminational Benefits

- 19.7.1 The University may deduct the following from the employee's benefits towards clearance of the employee's outstanding guaranteed loans or any monies owed to the University:
 - 19.7.1.1 Accrued annual leave;
 - 19.7.1.2 An equivalent of one third (1/3) or 25% of the pension withdrawal benefit subject to approval by the Regulator of Non-Bank Financial Regulations Act (NBFIRA), provided that the University shall not be entitled to withhold any pension benefits due to the employee;
 - 19.7.1.3 Gratuity.

20. PENSION FUND, GRATUITY AND SEVERANCE

20.1 Pension Fund

- 20.1.1 The University shall have a Pension Fund for all employees who are employed on pensionable conditions.
 - 20.1.1.1 The University Staff Pension Fund shall be administered by a Board of Trustees.
 - 20.1.1.2 The University shall contribute a percentage of the basic salary, and any allowances, excluding acting allowance towards the employee pension.
 - 20.1.1.3 Full details of the Pension scheme shall be available in the pension fund rules and regulations manual.

20.2 Gratuity

20.2.1 Gratuity Provisions for Fixed-Term Contracts

20.2.1.1 Employees holding fixed-term contracts of employment whose contracts of employment provide for an end of contract gratuity shall be entitled to an end of contract gratuity at 30% of aggregate salary that includes basic salary, salary supplementation earned at the time, and all other salary related allowances to form part of the sum to which the percentage is applied.

20.2.2 A proportionate amount of gratuity may be paid at the option of the employee after serving at least half the period of the contract in accordance with gratuity rates provided in the contract of employment.

20.2.3 Where either the University or the employee terminates the contract of employment before the expiry of the fixed-term contract, or after serving any lesser period than the contract, the employee shall be entitled to a proportional payment of gratuity in accordance with rates as set out in Clause 20.2.1.1

20.3 Severance Benefit

20.3.1 The University shall, in the case of termination of a contract of employment for non-pensionable and non-gratuity eligible employees, whether by reason of the death or resignation of the employee or for any other reason, pay such employee a severance benefit at the following rates as per the Employment Act:

20.3.1.1 Daily rate multiplied by the period served from one (1) to sixty (60) months of continuous service.

20.3.1.2 Twice daily rate multiplied by the period served for any continuous service above sixty (60) months.

21. STAFF LOANS

21.1 General Provisions

21.1.1 The University shall not provide direct financial assistance to employees other than in the form of an advance against salary in the case of emergencies. However, the University may enter into agreements with financial institutions over negotiated interest rates for university employees, against direct deduction of loan instalments from employee salaries.

- 21.1.2 The University shall not deduct any monies from the employee's salary on behalf of financiers other than the financial institutions recognised by the University.

21.2 Personal Loans

- 21.2.1 The University has an arrangement with financial institutions to grant employees personal loans at an interest rate and up to a limit agreed upon by the University and financial institutions. The approval of the loan application would be at the discretion of the respective financial institution.
- 21.2.2 The University shall deduct loan repayments, inclusive of interest from the employee's basic salary on monthly basis and remit the total monthly repayments into accounts provided by the approved financial institutions, until the loan has been fully repaid.
- 21.2.3 In the event of termination of the employee's service for whatever reason, the employee shall notify the financial institution in writing within fourteen (14) calendar days prior to termination or as agreed upon by the two (2) parties. The employee shall be expected to make own arrangements with the financial institutions in respect of recovery of any outstanding loan amount.

21.3 Residential Property and Vehicle Guarantee Scheme

- 21.3.1 The University has a Housing Loan Guarantee Scheme under which the University guarantees employees housing and/or vehicle loans from recognised financial institutions on behalf of pensionable and fixed-term contract citizen employees who have completed the probationary period.

22. FINANCIAL EMBARRASSMENT

- 22.1 Employees should exercise prudence in the management of their personal financial affairs. If an employee is suffering from serious financial embarrassment, it shall, irrespective of the cause, be regarded as an act of misconduct and he/she shall be liable for disciplinary action.

23. EMPLOYEES TAKE HOME PAY

- 23.1 The employee take home pay shall not be less than 33 percent of his/her basic salary less tax.

24. OCCUPATIONAL HEALTH AND SAFETY

- 24.1 The University shall provide a healthy and safe working environment in accordance with the provisions of the University's Safety, Health and Environment Policy.

25. DISCLOSURE OF INTEREST

- 25.1 Disclosure of interest is mandatory for any employee who has a direct or indirect personal interest in any company/body/business or undertaking with which the University proposes to deal. Further and in addition, disclosure of interest shall be mandatory with regard to any decision or determination that the University has to make.
- 25.2 Disclosure of interest shall be made in writing to the University, stating the exact nature of the interest. Such notification shall be made prior to the direct or indirect participation of such employee or a close relative/business associate, in undertaking or proceedings leading to any dealing, decision or determination by the University.

26. ACCEPTANCE OF APPOINTMENT

- 26.1 Acceptance of appointment to any position in the University shall be deemed to be acceptance of the foregoing General Conditions of Service.

27. ENGAGEMENT OF FULL-TIME EMPLOYEES FOR PART-TIME WORK AT BOU

- 27.1 Full-time staff members of the University are allowed to undertake part-time work for the University in assignments beyond their own job description. Such part-time work includes teaching on Continuing Professional Development short courses, acting as an assessor for CVET, and writing and reviewing course modules.
- 27.2 They may apply for part-time staff positions according to normal recruitment procedures.
- 27.3 Such part-time work will be remunerated in accordance with the prevailing rates of pay for part-time staff and paid through the payroll.
- 27.4 Requests to undertake part-time work shall be submitted through the direct supervisor to the Divisional Head for approval.

28. APPENDIX I. CODE OF CONDUCT FOR EMPLOYEES

1. General

- 1.1. This Code of Conduct is a guide to the standard of behaviour and conduct the University expects of its employees. It is not an exhaustive Code, and the University reserves the right to amend, or add to the Code at any time, and to take appropriate action against any behaviour or conduct notwithstanding that such behaviour or conduct is not included in the Code.
- 1.2. The University shall have the right to take such action, and impose such penalties, as appropriate in cases of any infringement of the Code of Conduct, general conditions of service, or regulations, or, management instructions, in force from time to time and against any other activities or misconduct, or carelessness in the performance of duties which, in the opinion of the University are likely to bring discredit upon the University.
- 1.3. The University expects its employees to conduct themselves at all times in a manner that preserves the good name of the University

2. Attendance

- 2.1. All members of staff are expected to adhere to the hours of work laid down. Any employee who leaves his/her normal place of work to attend to official business elsewhere must obtain prior authority from his/her supervisor.
- 2.2. Casual absences from work during business hours may be granted at the discretion of the employee's immediate supervisor.
- 2.3. Absence from duty without prior permission of the supervisor may render the employee liable for disciplinary action.
- 2.4. Persistent unauthorised absences from duty shall constitute grounds of breach of contract and the contract of employment may be terminated without further notice.

3. Duties

- 3.1. Employees shall at all times carry out their specified duties diligently and to the best of their ability. Poor performance as a result of the employee's negligence or carelessness shall constitute grounds for appropriate disciplinary action.

4. Confidentiality

- 4.1. Some information obtained during the course of employment with the University is confidential. Employees shall not communicate, or allow to be communicated to any

unauthorized person, information made available to them in their capacity as employees of the University, unless instructed to do so by University management, or a Court of Law.

- 4.2. All employees shall be required to sign a Declaration of Confidentiality on their first appointment and at such other times as the University may require.
- 4.3. Any breach of confidentiality in terms of this section shall be treated as a serious offence and the employee concerned is liable for disciplinary action.

5. Removal and Erasures of Documents

- 5.1. No employee shall without the approval of the University remove any books, records, papers or written documents, or computer records or files, relating to the activities of the University, or its clients.
- 5.2. No employee shall tamper with, or make erasures to, any books, papers, computer records, or documents or the University with authority. The University may take disciplinary action against any employee found to have made such amendments or erasures if, in the opinion of the University, such amendments or erasures are misleading, whether or not it was the intention of the employee to mislead.

6. Care of University Property

- 6.1. All employees shall take care of the University's property, and shall be held personally responsible for the care of any property under their control. If for any reason arising out of an employee's negligence, or carelessness, property of the University is lost or damaged, such employee may, at the University's sole discretion, be required to reimburse the University for the cost of repair or replacement of such property, and may also be subject to disciplinary action in terms of the University's disciplinary procedures.
- 6.2. Property, in terms of this section, shall also include any cash, materials, correspondence, physical assets, or vehicles or other form of transport being the property of the University.

7. Press Statements, Interviews and Publications

- 7.1. Except with the prior authority of the University, no employee of the University shall issue any press statement, or give any interview, or submit articles for publication, or take part in any formal public debate or discussion, on any matter relating to the business of the University purporting to express the view of the University.
- 7.2. Provided, however, employees may give information to representatives of the media relating to matters which have already been published, or which are public knowledge, or are of a purely technical nature or information contained in the University's newsletter, publications, bulletins and annual reports.

8. Gifts

- 8.1. Employees of the University shall not accept, or elicit gifts or fees, from any person with whom they have official dealings, either in respect of services rendered or in exchange for services to be rendered. Any offer of such gifts, or similar considerations, must be promptly reported to the University.
- 8.2. From time to time staff may be offered gifts of a seasonal nature and as acceptance may result in a conflict between their personal interests and their duty to the University, such gifts may only be accepted provided they are mementos/ souvenirs or tokens of appreciation and are referred to the University for approval. Monetary gifts must not be accepted.
- 8.3 The University shall maintain a Gifts Register for the declaration of gifts.

9. Intoxicants

- 9.1. The consumption of intoxicants on University premises, on duty, or during working hours outside the University is strictly prohibited, with the exception of during social functions approved by the Vice Chancellor, or at official functions or social occasions, and any employee found consuming such liquor will be liable for disciplinary action. The use of narcotic drugs will carry a similar penalty.
- 9.2. Employees are expected to concentrate on their work at all times and perform their duties to the best of their ability. The consumption of alcoholic drinks and the use of narcotic drugs impedes work performance, and any employee found to be on duty, while, in the opinion of the University, under the influence of such drink or drugs, may be immediately suspended from duty, medically examined and sent home for the day with a loss of pay, pending a detailed investigation on the next working day the University.
- 9.3 Smoking
 - 9.3.1 Smoking is prohibited in any enclosed public area or work area, including private offices, lounges, dining areas, recreational facilities, dormitory areas, storage areas, service shops, garages, facilities operations areas, and University and personally owned vehicles when used to transport University employees.
 - 9.3.2. In keeping with the University's desire to protect the health of its staff, students, visitors, other campus constituencies, and the public in general, it is the University's policy to provide a smoke-free environment in full conformance with applicable regulatory and best labour practice standards. .

10. Trading and Gambling

- 10.1. Unauthorised trading, gambling, betting and formal or informal lotteries and sweepstakes during working hours, are strictly prohibited.

11. Refreshments

- 11.1. The consumption of food in offices is prohibited. Food shall be consumed in designated areas.

12. Dress Code

- 12.1. Employees shall ensure that their dress and appearance reflects a suitable image of the University.

13. Soliciting Support for Personal Gain

- 13.1. No employee shall solicit any member of the Council of the University, or any other prominent person, or bodies, for the purpose of personal gain, either in regard to promotion, appointment, transfer, career development, or in order to elicit the support of such person in the event of disciplinary action.

14. Private Interests

- 14.1. Employees of the University are required to make the whole of their time available for the University's operation, and demonstrate undivided loyalty towards the University.
- 14.2. Every employee must submit a declaration to the University of their private business interests, including any shareholdings, together with details of any business interests of the employee's spouse. The employee must notify the University of any changes or additions to such interests.
- 14.3. Employees must ensure that they have no direct or indirect interest in any contract or business undertaking entered into by the University, and must promptly notify the University in writing of any potential or actual conflict of interests.
- 14.4. The University reserves the right to require any employee, as a condition of continued employment, to relinquish, terminate, or dispose of any private interest which might, in the sole opinion of the Council, lead to a conflict of interests.

15. Outside Employment

- 15.1. Outside employment shall be done in accordance with the University Private Work Policy.

APPENDIX II. DISCIPLINE AND GRIEVANCES

1. Introduction

- 1.1 The University reserves the right to take such disciplinary action as it deems appropriate in each case of a breach of the University's Code of Conduct for Employees. The General Conditions of Service, or any regulation or instruction in force from time to time, or in the case of any act, or activities, of any employee, which, in the opinion of the University warrants the taking of disciplinary action.
- 1.2. The University recognises that problems will arise in the workplace that are, at times, difficult for an employee to resolve. If these concerns are not adequately addressed, they may evolve into much greater problems that can become increasingly more difficult to alleviate.

2. Disciplinary Procedures

- 2.1 Notwithstanding the generality of the above the University shall be guided by the following principles in its application of discipline and the implementation of disciplinary proceedings:
 - 2.1.1 The employee shall have the right to a procedurally and substantially fair hearing. This includes the right to be heard, call witnesses, cross examine management witnesses and representation by a co-worker of own choice, or internal Union representative where appropriate.

3. Right of Appeal

- 3.1 Every employee shall have the right of appeal against any disciplinary penalty imposed, and the right of reply to any disciplinary charge.

4. Framing of Charges

- 4.1 Charges of any offence which incurs disciplinary action with the exception of an offence for which the penalty is a verbal warning shall be made in writing clearly stating the nature of the offence and inviting the employee to reply to the charge as stated. Disciplinary action will only be taken in respect of an offence for which an employee has been charged.

5. Appeals Procedures

- 5.1. Should an employee appeal, the supervisor shall immediately forward the appeal to the relevant Head of department with a copy to the Director, Human Resources. The Head of department shall, not later than 10 working days, convene an Appeals hearing and shall

notify the employee concerned and his/ or her supervisor not later than three working days prior to the date of the appeal

- 5.2. The Director, Human Resources shall also be informed of the date of appeal, convene the hearing and shall attend in advisory capacity.
- 5.3. The Head of Department or such other senior office designated by the Head of Department hearing the appeal shall review such evidence as presented, and shall call such witnesses as may be necessary. The employee shall the right to be accompanied by his or her Union representative or work place colleague, and may call his/her witnesses and question any witness. Details of the proceedings shall be recorded in writing.
- 5.4. An employee who remains aggrieved with the decision following the appeal may lodge an appeal giving the grounds from the appeal in writing to the Staff Appeals Committee which is responsible for, inter alia, hearing appeals by staff against decisions of Management and making recommendations to Council.

6. Penalties

- 6.1 Wherever possible, penalties imposed for disciplinary offences should be progressive, and stricter penalties will not normally be imposed unless the employee concerned has previously received a written warning for a similar offence. Warnings remain current as indicated below:
 - 6.1.1 Written warning 6 months
 - 6.1.2 Final written warning 12 months
- 6.2 The University reserves the right, however, in cases of serious breaches of discipline, to impose a stricter penalty, including immediate discharge, notwithstanding the fact that the employee has not received any previous warning.

7. Council's Decision

- 7.1 The decision of the Council in respect of appeals against disciplinary action shall be final.
- 7.2 Where an issue or matter is raised, as to the interpretation of this Disciplinary Procedure, the Council's decision shall be final.

8. Employment Legislation

- 8.1 An employee who is aggrieved with the decision of the Council, on appeal has the right to refer the dispute to a Court of Law following the procedures laid down in the Trade Disputes Act.

9. Suspension from Duty

- 9.1 In certain cases, and in particular in cases involving allegations of theft or misappropriation, it may be prejudicial to the interest of the University to allow an employee to continue in his/her post. In such circumstances, the University or the Council, where appropriate, may suspend such an employee pending the outcome of an investigation. Such suspension will be on full pay, until a proper disciplinary hearing is concluded.
- 9.2 Such an employee shall remain suspended until investigations have been completed.
- 9.3 In cases of allegations of theft or misappropriation or any other charge relating to dishonesty involving any monies or properties belonging to the University/ or its clients or other members of staff, it may be that while an employee is cleared of any charge of dishonesty by a Court of Law, the employee may still be held responsible for negligence, if the monies, or properties missing were in his or her charge.

10. Offences and Penalties

- 10.1 Violation of the Conditions of Service Manual and other misconduct as defined by the University will be subject to disciplinary action. This disciplinary action will depend on the severity of misconduct and whether it is a repetition of an offence and could consist of a written warning, final written warning and dismissal.
- 10.2 The schedule below is not an exhaustive list of offences but is an indicator of the type of offences characterized as 'minor', 'serious' and 'dismissible offences'.
- 10.2.1 Minor offences, for which the penalty will normally be a verbal warning or a written warning, include:
- Lateness
 - Leaving work early without authority
 - Unauthorized absence from work during working hours
 - 'Horseplay' (frivolous behaviour)
 - Unauthorized use, other abuse of telephones or other office equipment
 - Minor damage to property
 - Improper dress after reprimand
 - Failure to comply with the University's No Smoking regulations
 - Sub-standard performance
 - Such other offences the University may deem to be minor offences

- 10.2.2 Serious Offences, for which the penalty will normally be a written warning or a final written warning, include:
- a. Continued absenteeism after warning
 - b. Insubordination, insolence abusive language, including abusive behaviour or bad language toward a fellow employee
 - c. Unauthorized use of, or damage to, University vehicles
 - d. Damage to University property
 - e. Breach of University regulations and conditions
 - f. Habitual negligence or carelessness affecting performance
 - g. Coming to work under the influence of liquor or drugs
 - h. Failing to report a known irregularity by another employee likely to affect the University
 - i. Misconduct off duty likely to bring discredit upon the University
 - j. Failure to comply with safety/security regulations
 - k. Continued sub-standard performance
 - l. Such other offences the University may deem to be serious offences
- 10.2.3 Dismissible offences include:
- a. Unauthorised absence from duty for five or more consecutive days
 - b. Fighting on duty and/or on University premises
 - c. Theft or misappropriation of the University's property, or funds, or monies belonging to the University or staff.
 - d. Any breach of confidentiality, security or secrecy
 - e. Consuming alcoholic liquor on University premises on or off duty, except at authorized functions
 - f. Tampering with or falsification of records, without authority, with, or without intent to mislead
 - g. Refusal to obey a lawful instruction
 - h. Abuse of office, including use of confidential information for private gain
 - i. Sexual harassment
 - j. Acceptance of a bribe, or soliciting reward for services rendered, or promised
 - k. Failure to report any bribe or enticement offered in relation to the functions of the University
 - l. Continued sub-standard performance
 - m. Such other offences the University may deem to be dismissible offences

11. Authority of Disciplinary Penalties

Disciplinary penalties shall be addressed as per Table 1.

Table 1: Authority levels vis-à-vis Nature of Penalty and Offences

Nature of Penalty	May be Imposed by	Nature of Offences
A. Verbal warning reprimand or warning	Any person holding a supervisory position	Minor offences
B. Written Warning(s)	Any person holding a supervisory position	First offence of a serious nature or continued minor offences after verbal warnings
(The University reserves the right to terminate the employment of an employee after three written warnings)		
21. Final Written Warning (Normally issued when an employee is already on a 2nd Written warning but may be issued directly for a particularly serious offence)	Head of Department or above	Warning that any repetition of particular offence or any new offence will lead to more serious penalties including the possibility of dismissal
An employee issued with a written warning shall be required to acknowledge receipt of such letter but such acknowledgement shall not be interpreted as the employee concerned agreeing to the contents of such letter. Copies of any written warning must be sent to the Director, Human Resources.		
If performance shows no sign of improvement consideration may be given for termination of employment with notice		
Termination with Notice	Vice Chancellor	Repeated offences during duration of 3rd, or final written warning; poor performance as a result of carelessness or negligence
Termination without Notice	Vice Chancellor	Repetition of serious offences or committal of an offence warranting immediate dismissal