

CSIR Conditions of Service

1 April 2020

DOCUMENT CHANGE HISTORY

PUBLICATION DATE	CHANGE DESCRIPTION
April 2002	Review of the Conditions of Service
April 2013	Review of the Conditions of Service
April 2020	Retirement (condition 31) Study and examination leave (condition 16) Notice of termination of service (condition 30) Maternity, Commissioning Parental, Adoption and Parental Leave (condition 17)
July 2020	Annual Leave (par. 12)
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1. Definitions

- 1.1 In these Conditions of Service, unless the context indicates otherwise, words used in the singular number include the plural, and words used in the plural number include the singular.
- 1.2 Where a word/s or phrase/s needs to be changed, which change will not affect the content or meaning attached to such words or phrase/s same can be done by written notice to Employees by the Executive Management Committee.
- 1.3 Unless the context indicates otherwise, the following words shall, where they appear in these Conditions of Service, bear the following meanings:

"Act"

The Scientific Research Council Act, 1988 (Act No 46 of 1988), as amended.

"Accounting Authority"

The Board, as per Section 49(2)(A) of the Public Finance Management Act, 1999 (Act No 1 of 1999).

"Accounting Officer"

The President as referred to in Section 16 of the Act.

"Approval Framework"

The prevailing policy regulating the approval hierarchy and framework of delegation of authority of the CSIR approved by The Board in terms of section 56 of the PFMA.

"BCEA"

The Basic Conditions of Employment Act, 1997 (Act No 75 of 1997) as amended from time to time.

"Calendar Month"

A period extending from the first to the last day, both days inclusive, of any month of the year.

"Child"

As defined in the BCEA, as amended from time and the biological or adoptive child of such Employee or a child to which the Employee fulfil the role of a Nurturing Parent as defined herein.

"Code of Ethics"

The prevailing Code of Ethics of the CSIR.

"Commissioning parent"

Means the person who enters into a surrogate motherhood agreement with a surrogate mother and who is also the primary parent.

"Conditions of Service"

These Conditions of Service as approved by The Board in terms of section 12 of the Act and as amended from time to time.

"CSIR Unit"

An Operational Unit or Centre which performs research and development activities or Specialised Functional Unit of the CSIR as established and operated to achieve the objects as per the CSIR's mandate stipulated in the Act including Functional Support Units.

"Dependent"

The Spouse or Life Partner or Parent(s) of an Employee factually dependent on the Employee and /or the biological or adoptive Child of such Employee.

"Designated Management Categories"

Any of the job positions falling within the executive, senior and/or middle management job categories.

"Employee"

For the purposes of these Conditions of Services, a Permanent Employee.

"Employer Contributions"

Amounts paid on behalf of an Employee or in part payment of the Employee's commitment(s) towards any benefit as approved by The Board from time to time.

"Employment Equity Act"

The Employment Equity Act, 1998 (Act No 55 of 1998) and herein referred to as the EE Act as amended from time to time.

"Executive Management Committee"

The Executive Management Committee as appointed by The Board in terms of the Act, which shall consist of the President and so many other members, who shall be Employees of the CSIR, as The Board may deem necessary, and which shall be responsible for the management of the affairs of the CSIR in accordance with the policy and objectives set by and subject to the directives and control of The Board.

"Executive Management Committee Members"

The Members of the Executive Management Committee appointed by The Board from time to time to serve on the Executive Management Committee of the CSIR in such capacities as allocated by The Board.

"Head of CSIR Unit"

The person at the head of a CSIR Unit.

"Leave Cycle"

The period similar to the financial year of the CSIR.

"Legislation"

Means an Act of Parliament after enactment and relevant to these Conditions of Service, included herein specifically as such, but not limited, with reference to e.g. Occupational Health and Safety Act (Act No. 85 of 1993), Intellectual Property Rights from Publicly Financed Research and Development Act (Act No. 51 of 2008), Employment Equity Act (Act No. 55 of 1998) and Regulation of Interception of Communications, National Key points Act, 1980 (Act No 102 of 1980) and Provision of Communication-related Information Act (Act No. 70 of 2002).

"Life Partner"

Means any major person who is a party to a heterosexual or homosexual relationship with another major person, which relationship must be intended to be permanent, exclude any other person and involve cohabitation, an obligation of mutual emotional support between the parties and a reciprocal obligation to support one another financially in circumstances where the one has the means to do so and the other requires such support in order to maintain, without recourse to the Public funds, his or her financial and social standing and standard of living.

"LRA"

The Labour Relations Act, 1995 (Act No 66 of 1995) as amended from time to time.

"Medical Practitioner"

A person registered at the Health Practitioner's Council of South Africa to practise as a medical practitioner in terms of the Medical, Dental & Supplementary Health Service Profession Act, 1974 (Act No 56 of 1974) as amended from time to time.

"Minister"

The Minister to whom the President of the Republic of South Africa has assigned the administration of the Act in terms of Section 20 of the Act.

"Permanent Employee"

A person who has been appointed in a full-time or part-time permanent capacity in a post on the staff establishment of the CSIR for an indefinite period.

"PFMA"

The Public Finance Management Act, 1999 (Act No 1 of 1999) as amended from time to time.

"Policy"

means policies as approved by The Board, or as delegated, from time to time.

"President"

The President / Chief Executive Officer of the CSIR referred to in Section 10(1) of the Act, or the Acting President appointed in terms of Section 10(4) thereof.

"Primary Nurturing Parent"

An Employee who assumes the role of primary care giver, and is primarily responsible for the direct care, protection and management of the well-being, needs and supervision of the Child.

"Private Work"

This type of work is purely for private gain and interest and there is no CSIR association whatsoever when this work is performed.

"Probation Period"

A period of 6 (six) months during which the CSIR will evaluate a Probationary Employee's performance and compatibility with the organisation before confirming his or her appointment.

"Probationary Employee"

A newly appointed Employee who is appointed from outside the CSIR in a position forming part of the Designated Management Categories, subject to a Probation Period.

"Professional Extra Work"

This type of work is typically offered to an Employee outside the CSIR as a form of recognition of the Employee's professional standing including the Employee's competence, qualification(s) and domain knowledge and is not strictly part of the Employee's job description.

"Remuneration"

Means the wording as provided for in the Remuneration policy, as amended from time to time.

"Retirement Age"

65 (Sixty five) years of age.

"Secondary Nurturing Parent"

An Employee who supports the Primary Nurturing Parent in fulfilling his/her role as such.

"Special Leave"

Means leave days over and above the allocated leave days as provided for in these Conditions of Service.

"Spouse"

Means the person with whom the Employee is joined in marriage or the common law wife or husband of the Employee or the Life Partner of the Employee.

"Temporary Employee"

A person who has been appointed in a full-time or part-time capacity in a post on the staff establishment of the CSIR whose conditions of employment is subject to the BCEA.

"The Board"

The Board appointed in terms of Section 7(2) of the Act to manage the affairs of and determine the policy and objectives of the CSIR and who exercises control generally over the performance of its functions, the exercise of its powers and the execution of its duties by the CSIR.

"The CSIR"

A statutory council established in terms of Section 2 of the Act and herein referred to as the Employer.

"Working Days"

Means the days within which the Working Week of that Employee ordinarily falls.

"Working Hours"

The normal working hours of a full time Employee of the CSIR is 40 (forty) hours per Working Week as determined by The Board.

"Working Time"

Means the time ordinarily required for the Employee to attend work, normally 08h00-16h30, subject to the operational requirements of the CSIR.

"Working Week"

Means the part of the seven-day week required by the Employee to perform his or her duty.

"Workplace"

The place where the Employee normally performs his or her duty or such other place of work as determined by the CSIR.

2. Determination and Application of Conditions of Service

2.1 Authority to Determine and Apply Conditions of Service

- (a) These Conditions of Service have been laid down by The Board by virtue of the powers granted to it by Section 12(1)(a) of the Act.
- (b) The Board may after consultation or negotiation (as may be appropriate) with the body/bodies representing Employees and the individual Employees not represented by a body, amend these Conditions of Service or any provisions relating to the employer/Employee relationship, lay down additional Conditions of Service or rescind or substitute any existing Conditions of Service.
- (c) Section 19 of the Act grants authority to The Board to delegate any of its powers to the President with authority to further delegate powers to Employees of the CSIR. In accordance with this authority The Board has delegated the application/execution of these Conditions of Service to the President with authority to further delegate powers to Employees of the CSIR as he or she deems fit.

2.2 Approval and Application of Conditions of Service

These Conditions of Service or related provisions and any subsequent amendment thereof will come into effect on a date determined or approved by The Board and applies to Employees, subject to such amendment as may be agreed upon in terms of an Employee's individual letter of appointment.

For avoidance of any doubt, Temporary Employees are excluded from these Conditions of Services unless by virtue of his/her appointment these Conditions of Service is incorporated in full or in part. Temporary Employees appointment is subject to the conditions of service as per the BCEA, as amended from time to time.

2.3 Commencement of Conditions of Service

The Conditions of Service herein contained are applicable as from 1 April 2020.

2.4 Interpretation and Legislation

The English version of these Conditions of Service will be regarded as the original document and will be governed by and interpreted in terms of the provisions and principles of South African Legislation.

3. Appointment of Employees

The appointment of an Employee is subject to the prevailing Approval Framework and Policies of the CSIR. An Employee may be required by the CSIR to:

- (a) submit himself or herself to a security clearance;
- (b) Undergo a medical examination(s) if it is an inherent requirement of the position and or place of work; and
- (c) undergo a Probation Period, as set out in his or her contract of employment or letter of appointment, if he or she is appointed in a position forming part of the Designated Management Categories.

4. Working Time

- 4.1 Employees shall be required to observe the Working Hours and Working Time of the CSIR or as otherwise agreed within and appropriate management structure.
- 4.2 Notwithstanding the aforesaid an Employee shall, when requested but not unreasonably so, be on duty at his/her workplace at times other than, and/or in addition to, the normal Working Hours and Working Time.
- 4.3 All Employees shall be required to work such additional number of hours as may be requested in the context of the operations of the CSIR, and-where applicable- in terms of the provisions of relevant and prevailing Policy(ies), as amended from time to time.
- 4.4 If an Employee, through illness or other unforeseen circumstances, is unable to report for work, he or she shall advise or cause his or her immediate superior to be advised without delay.
- 4.5 An Employee may only leave his or her place of work to attend to urgent private matters during the hours of attendance with the approval of his or her superior, which approval shall not be unreasonably withheld.

5. Relocation and Secondment

- 5.1 The CSIR may after consultation with the Employee transfer, relocate or second an Employee from his/her workplace, CSIR Unit, office or post to which he or she has been appointed, to any other workplace, CSIR Unit, office or post if so required by the exigencies of the service of the CSIR.
- 5.2 Any reimbursement towards the relocation costs of an Employee shall occur within the parameters of the relevant and prevailing Relocation Allowance Assistance Policy, as amended from time to time.

6. Changes in Personal Detail

An Employee shall promptly and without delay notify his or her Human Resources Manager of any required information, such as, but not limited to residential address, telephone number(s), bank details, dependants, marital status (including a same sex or common law marriage), next of kin.

7. Remuneration

The remuneration of an Employee is determined by the relevant and prevailing Remuneration Policy, as amended from time to time.

8. Performance Evaluation

The evaluation of an Employee's performance will be conducted as determined by the relevant and prevailing Performance Management Policy, as amended from time to time.

9. Training and Development

- 9.1 The CSIR is committed to and encourages the training and development of its Employees in the best interest of both, and in terms of the established Policy(ies).
- 9.2 An Employee will attend during working hours such training courses at the CSIR's expense as the CSIR may require and approve in terms of the relevant and prevailing Policy(ies), as amended from time to time.
- 9.3 The CSIR expect after the training has been successfully completed that the Employee shall remain in the service of the CSIR for a reasonable period or the Employee shall be required to pay in full or pro rata the amount owed to the CSIR:
- 9.3.1 for such training not successfully completed; or
- 9.3.2 should the Employee resign or be dismissed (excluding for operational reasons), from the service of the CSIR before expiration of the work-back period.
- 9.4 If an Employee fails to complete the training or fails the training course, the CSIR may recover the associated training cost from the Employee.

10. Retirement Benefit Funds and Group Schemes

- 10.1 Subject to the Employee's Employment Contract an employee shall be a member of such retirement benefit funds and group schemes for which the employee is eligible in terms of those relevant fund rules as determined by The Board from time to time.

- 10.2 On resignation, dismissal, retrenchment, retirement or death, an Employee or his or her dependants shall receive the benefits provided for in the regulations of the retirement benefit fund and group life insurance schemes of which he or she was a contributing member at that time.

11. Health Management

The Board may determine and require that all Employees join and become members of a medical scheme(s) on such conditions The Board deem appropriate.

12. Annual Leave

Annual leave shall on application be approved subject to the exigencies of the CSIR. Approved leave may be amended at any time in the interests of service to the CSIR.

- 12.1 Employees will be entitled to 25 (Twenty Five) Working Days leave on full pay per annum.
- 12.2 Employees must take all 25 (Twenty Five) Working Days leave (compulsory annual leave) within a period of 21 (Twenty One) months from the commencement of the Leave Cycle. Compulsory annual leave not taken during the prescribed period shall be forfeited at the end of the 21 (Twenty One) months Leave Cycle.
- 12.3 For purposes of calculation of the cash value of leave payable to an Employee the value of such leave shall be calculated based on the cash component of the Employee's salary package prevailing as at the end of March of the Leave Cycle in which such leave was earned.
- 12.4 In the case of an Employee appointed after or the commencement of the Leave Cycle, the Employee's Annual Leave granted in respect of that year shall be calculated on a pro rata basis.
- 12.5 An Employee may take in advance, during any Leave Cycle, any annual leave for that Leave Cycle which has not yet been earned by service, but not annual leave which will only be earned in the ensuing Leave Cycle.
- 12.6 The CSIR may require Employees to take leave over specific periods during the Leave Cycle if so required by the operational requirements of the CSIR.

13. Leave Gratuity

- 13.1 On the termination of an Employee's service he or she shall be paid the value of the Annual leave to his or her credit at the time of termination of his or her service.
- 13.2 In the case of an Employee whose service terminates during a Leave Cycle and who at that stage has already taken leave in excess of that earned by him or her by service, such leave shall be deemed to be unpaid leave and the amount shall be refunded to the CSIR.
- 13.3 Sick, Special, Study, Family Responsibility, Maternity, Commissioning Parental, Adoption and Parental leave shall have no cash value and cannot be accumulated.

14. Sick Leave

- 14.1 An Employee shall be granted 20 (twenty) Working Days sick leave on full pay per year, which may be accumulated up to a maximum of 60 (sixty) Working Days.
- 14.2 An Employee appointed during the course of a sick Leave Cycle shall be granted a pro rata portion of the sick leave for that year which pro rata portion may not be less than determined by the BCEA.
- 14.3 The sick Leave Cycle for Employees starts on 1 April of each year.
- 14.4 The CSIR has the right not to pay an Employee in terms of paragraph 14.1 if the Employee has been absent from work for more than 2 (two) consecutive Working Days or on more than two occasions during an eight-week period and does not produce a medical certificate stating that the Employee was unable to work for the duration of the Employee's absence on account of sickness or injury.
- 14.5 The medical certificate must be issued and signed by a Medical Practitioner.
- 14.6 The CSIR has the right to require medical certificate for any period of absence of the Employee as a result of illness.
- 14.7 An Employee may be granted Special Sick Leave, subject to 15.1 below, during incapacitation due to injury or illness sustained in the course of and as a result of circumstances arising out of the performance of his or her official duties or on exceptional medically necessitated circumstances.

15. Special Leave

- 15.1 An Employee in special circumstances may apply for Special Leave which may be approved subject to the guidelines as approved by the Executive Management Committee, which guidelines will stipulate conditions and authority levels for approval of Special Leave.

16. Study and Examination Leave

- 16.1 Where an Employee has been registered for formal studies relevant to his/her job and/or career development within the CSIR, examination leave shall be granted on full pay for the day on which he or she sits for the examination as well as one additional working day prior for each day on which he or she sits for an examination. This excludes re-examinations and supplementary examinations.
- 16.2 Where an Employee has been registered for formal studies relevant to his/her job and career development within the CSIR, study leave shall be granted on full pay for the duration of the approved period for the Employee to attend block studies.
- 16.3 Where an Employee has been registered for Masters or Doctoral formal studies relevant to his/her job and career development within the CSIR, she/he is entitled to take postgraduate study leave on full pay;
 - (a) one day for each day vacation leave submitted up to an annual total of 30 (thirty) postgraduate study leave days leave for doctoral studies and 15 (fifteen) postgraduate study leave days for Masters.
 - (b) leave is to be used strictly for the purpose of completion of the qualification and includes visiting academic superior, conducting research, dissertation writes up.
 - (c) postgraduate study leave can be taken for a maximum of three years.

- 16.4 The CSIR expects that after the leave has been granted that the employee shall remain in the service of the CSIR for a reasonable period or the Employee shall be required to pay in full or pro rata amount owed to the CSIR:
- (a) for such studies not successfully completed;
 - (b) should the Employee resign or be dismissed (excluding for operational reasons), from the service of the CSIR before expiration of the work-back period.
- 16.5 Study Leave shall be approved in accordance with the prevailing Policy(ies), as amended from time to time.

17. Maternity, Commissioning Parental, Adoption and Parental Leave

- 17.1 (a) An Employee is entitled to maternity leave totaling 88 (eighty-eight) consecutive Working Days on full pay.
- (b) An Employee, who is a Commissioning Parent in a surrogate motherhood agreement qualifies for commissioning parental leave totalling 88 (eighty-eight) consecutive Working Days on full pay from the date the child is born.
- 17.2. A Primary Nurturing Parent who adopts a child below the age of 2 (two) years, qualifies for Adoption leave totaling 88 (eighty-eight) consecutive Working Days on full pay from date of the adoption order, or the date when the child is placed in the care of a prospective adoptive parent by a competent court, pending the finalisation of an adoption order in respect of the child, whichever date occurs first.
- 17.3 A Secondary Nurturing Parent is entitled up to 10 (ten) Working Days paid Parental leave from date of birth or date of adoption order or from when the child is placed in the care of a prospective adoptive parent by a competent court, pending the finalisation of an adoption order in respect of the child, whichever date occurs first. The child must be below the age of 2 (two) years..
- 17.4 An Employee, Commissioning Parent and Primary Nurturing Parent is contractually bound to work back and to remain in the employ of the CSIR for a period equivalent to 50% of the actual maternity leave, commissioning parental, or adoption leave period taken starting at date of return from such leave.
- 17.5 An Employee who has a miscarriage during the third trimester of pregnancy or bears a stillborn child, shall be entitled to maternity leave totaling 30 (thirty) consecutive Working Days on full pay after the miscarriage or stillbirth.
- 17.6 An Employee must inform the Employee's direct manager of the Employee's pregnancy or pending adoption within a reasonable period after the Employee became aware of the pregnancy or the adoption.
- 17.7 An Employee, Commissioning Parent or Primary Nurturing Parent shall in writing inform the manager responsible for human resources and line manager of the intended maternity, adoption or commissioning leave, commencement date and date of return to work at least 60 (sixty) days in advance.
- 17.8 In compliance with paragraph 17.4, if an Employee, Commissioning Parent or Primary Nurturing Parent resumes work on the expiry of the Employee's authorised maternity adoption or commissioning leave, the Employee's service with the CSIR shall be regarded as unbroken for the purpose of determining service benefits.

18. Family Responsibility Leave

18.1 An Employee who has been in the employment of the CSIR is entitled to a total of 7 (seven) Working Days paid leave per Leave Cycle, which the Employee is entitled to take:

- (a) when an Employee's Dependant is sick;
- (b) in the event of the death of the Employee's Spouse or the death of the Employee's and the Employee's Spouse's - parent, adoptive parent, nurturing parent, grandparent, child, adopted child, grandchild or sibling.

18.2 The CSIR has the right to require a medical certificate or documentary proof for any period of absence of the Employee.

19. Public Holidays and Religious Days

19.1 Employees shall further be entitled to all statutory public holidays as defined in the Public Holidays Act 36 of 1994, as amended from time to time, and such holidays shall be deemed to paid holidays.

19.2 An Employee is entitled to use available annual leave to observe his or her religious festivals and occasions.

20. Unpaid Leave

Unpaid leave as may be and can be taken by an Employee should the operations of the CSIR allow the same, subject thereto that no unpaid leave may be taken by an Employee where he or she has Annual leave.

21. Participation in Activities and Freedom of Association

Subject to compliance with paragraph 21.3:

21.1 An Employee may freely participate in community activities.

21.2 An Employee may freely participate in political activities and accept nomination as a candidate for election, the Employee shall on knowledge of such nomination disclose to the Executive Management Committee.

21.3 An Employee shall refrain from:

- (a) taking part in the discussion or voting on a matter in question in matters concerning the CSIR being discussed by such body;
- (b) acting in a manner that would suggest a conflict between the Employee's duties and responsibilities in the CSIR and in the performance of community, civic and political responsibilities and which may be detrimental to the interests of the CSIR, as a member of such a body;
- (c) such participation in such activities during working hours and while inside the premise(s) of the CSIR;
- (d) using CSIR resources for such participation in such activities.

21.4 Each Employee shall be entitled to join a trade union or Employee representative body of his or her choice and to elect his or her own representatives.

22. Professional Extra Work and Private Work

22.1 An Employee may perform Extra Work outside the CSIR, on the following conditions:

- (a) An Employee must promptly and in writing declare in full any relevant details regarding Extra Work including but not limited to, the nature of the Extra Work, the organisation where Extra Work is being performed, the time to be spent doing Extra Work and compensation;
- (b) The performance of such Extra Work does not constitute conflict of interest with the Employee's position in the CSIR;
- (c) The Employee's ability to perform his or her normal day to day duties as a CSIR employee is not in any manner detrimentally affected or inhibited.

22.2 The Executive Management Committee may, from time to time, determine and adopt guidelines on performing Extra Work within which an Employee may, under special circumstances, be allowed to retain all, or a portion of such compensation, which guidelines will stipulate conditions and authority levels for approval of such compensation.

22.3 An Employee must promptly and in writing declare in full any relevant details regarding Private Work including but not limited to, the nature of the Private Work, the names of any relevant organisations and /or companies, the time spent doing Private Work, compensation and /or any relevant financial information.

22.4 When an Employee performs Private Work, the following conditions apply:

- (a) The Employee shall ensure that Private Work including outside interests does not directly or indirectly, actually or potentially pose a conflict of interest with the CSIR;
- (b) The Employee's ability to perform his or her normal day to day duties as a CSIR employee is not in any manner detrimentally affected or inhibited;
- (c) The Employee shall not use the CSIR brand including the name and/or logo in order to solicit the Private Work;
- (d) The Employee is prohibited from using CSIR property and resources when performing Private Work including but not limited to email and CSIR premises;
- (e) The Employee shall perform Private Work only outside working hours.

23. Code Of Ethics

An Employee undertakes to familiarise and adhere to the prevailing Code of Ethics of the CSIR.

24. Intellectual Property Rights

- 24.1 An Employee is bound by the provisions of Section 13 of the Act, as amended from time, as well as any other form of Intellectual Property, registerable or unregistrable, created by him or her in the course and scope of his or her employment with the CSIR, shall:
- (a) be disclosed to; and
 - (b) shall exclusively vest in the CSIR, free of consideration, as per the provisions of the Act, subject to the Intellectual Property Rights from Publicly Financed Research and Development Act (Act No. 51 of 2008) and relevant and prevailing Policy(ies), as amended from time to time.
- 24.2 In addition to the provisions of Sub-Paragraph 24.1, no Intellectual Property created by an Employee in the course and scope of his or her employment with the CSIR may, without the Executive Management Committee written approval be used for private purposes, nor may it be removed on termination of service, either for private use or use in the service of another employer.
- 24.3 The provisions of Sub-Paragraphs 24.1 and 24.2 shall apply to pending and registered/unregistered Patents, designs, trademarks; copyright in text or computer programmes, as well as know-how, where "know-how" means all confidential information of whatever nature relating to the aforesaid Intellectual Property or its exploitation, as well as all other confidential information generally relating thereto, including technical information, manufacturing, techniques, designs, specifications, formulae, systems, processes, information concerning materials and marketing and business information generally.

25. Policies

In addition to the Policies expressly referred to in these Conditions of Service, each Employee undertakes to familiarise him/herself with and to comply with any Policy as laid down by The Board or the Executive Management Committee, as the case may be, from time to time.

26. Security

- 26.1 Each Employee is required to adhere to the security requirements as determined by the relevant and prevailing Policy(ies), as amended from time to time.
- 26.2 Each Employee is, subject to such relevant Policies as laid down by the CSIR from time to time and including but not limited to the relevant and prevailing Information Communication Technology (ICT) Policy(ies), as amended from time to time, required to adhere to all the measures to secure information accessible through computers, networks or by means of information and communication technology as well as all electronic safety measures set in place by the CSIR from time to time.
- 26.3 Employees are expected to acquaint themselves with such security rules and/or Policies adopted by the CSIR from time to time. Information regarding these may be obtained from the Employee's Human Capital Department and will be published on the CSIR IntraWeb.

27. Confidentiality

- 27.1 An Employee shall keep information confidential he or she obtain and have access to by virtue of the Employee's association with the CSIR, such as trade secrets, trade connections and other confidential information e.g. staff information, financial information, operating procedures, stakeholders, contractual arrangements of the CSIR including, inter alia, but without limiting the generality of the foregoing, other matters which relate to the business, structure and management of the CSIR and in respect of which information is not readily available in the ordinary course of business to a competitor.
- 27.2 An Employee shall not, during the course of his or her employment or thereafter, disclose to any person, other than to an official or Employee of the CSIR whose province it is to know same, any information relating to any matters unless specifically authorised to do so by the CSIR.
- 27.3 The Employee therefore undertakes that he or she will at all times during and after the employment relationship, observe the utmost good faith in the performance of his or her obligations as set out in terms of these Conditions of Service.

28. Privacy

- 28.1 CSIR is committed to safeguarding and respects the privacy of Employees.
- 28.2 Without in any manner limiting the generality of Paragraph 27 of these Conditions of Service, the Employee hereby acknowledges that the provision of assets e.g. vehicle, equipment (specifically including, electronic and/or other and Information and Communication Technology ("ICT") equipment) by the CSIR are for work-related CSIR business purposes to enable him or her to exercise his or her duties. The Employee shall thus not be entitled to use any such assets and equipment for private use.
- 28.3 In terms of section 6 of the Regulation of Interception of Communications and Provision of Communication-related Information Act (Act 70 of 2002) the Employee hereby confirms the waiver of his or her privacy as envisaged above and provides his or her consent to the CSIR's reasonable monitoring of its ICT systems and hereby expressly grants his or her informed consent to the CSIR to perform any interception of any communication or communication related information (in respect of both live as well as stored data) to which the Employee will be a party, when using the CSIR owned ICT infrastructure, which will occur within the prevailing procedures adopted by the Executive Management Committee.

29. Health and Safety

- 29.1 An Employee of the CSIR must at all times in the performance of his or her duties adhere strictly to the CSIR's safety measures. He or she must comply with and carry out the provisions contained in the Occupational Health and Safety Act (Act No. 85 of 1993), and any regulations promulgated in terms thereof.
- 29.2 An Employee (relevant to his/her appointment and workplace environment) must at all times in the performance of his or her duties wear and use the protective clothing and safety equipment issued to him or her in accordance with the directives.
- 29.3 A female Employee (relevant to her appointment and workplace environment) who falls pregnant is required to inform her supervisor of her condition without delay. She will not be required or permitted to perform work which may be harmful to health of female Employee or the unborn child.

30. Notice of Termination of Service

- 30.1 The period of notice on either side terminating an appointment of an Employee who has been employed for:
- (a) 6 (six) months or less will be 1 (one) week on full pay;
 - (b) more than 6 (six) months but not more than 1 (one) year will be 2 (two) weeks on full pay;
 - (c) more than 1 (one) year will be 1 (one) calendar month on full pay. This notice period will start running on the first day of the month for which the notification of resignation is submitted.
- 30.2 Any notice terminating an appointment under these Conditions of Service shall be served in writing on the Employee or on the CSIR, as the case may be.
- 30.3 No Annual leave shall be approved by the CSIR during the period of notice.

31. Retirement

- 31.1 An Employee shall retire from employment on the last day of the month in which he or she turns 65 (sixty five) years.
- 31.2 The CSIR shall give the Employee, referred to in condition 31.1, a courtesy reminder of their retirement 6 (six) months prior to the date on which he or she turns 65 (sixty) years, so as to enable the Employee time to prepare for and process their retirement.

32. The Public Finance Management Act, 1999 (Act No 1 of 1999) and the CSIR's Code of Conduct/Ethics

- 32.1 An Employee undertakes to familiarize himself or herself with the terms and provisions of the Public Finance Management Act, more specifically Chapters 6, 8 and 10 thereof. The Employee also confirms that a copy of the Act and the relevant treasury regulations promulgated there under is available in electronic format on the CSIR Intranet, as well as in hard copy obtainable from the Finance Manager of his or her CSIR Unit, and undertakes to abide by the said terms and provisions as contained therein.
- 32.2 The Employee acknowledges that he or she is aware thereof that any non-compliance with the aforesaid Act may constitute misconduct and may render him or her subject to Disciplinary Proceedings.