NAMIBIA UNIVERSITY
OF SCIENCE AND TECHNOLOGY

Department of Human Capital

THE HUMAN CAPITAL CODE



Human Capital Department

HUMAN CAPITAL CODE

Policy Number	1/P/4/9	
Policy Custodian	*Deputy Vice-Chancellor: Human Capital and Student Services*	
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Status	*Approved*	
Legal Scrutiny	*Chief Legal Advisor*	
Date Recommended by Senate	*13 July 2026*	
Date of Approval by Council	*07 August 2026*	
Effective Date	*07 August 2026*	
Date of Review	*07 August 2031*	
Related Policies and Other Documents (Internal and External)	**External**	**Internal**
	• *Namibia University of Science and Technology Act, 2015 (Act 7 of 2015)*	• *Affirmative Action Policy and Procedures*
	• *Affirmative Action (Employment) Act, 1998 (Act 29 of 1998)*	• *Disciplinary Policy and Procedures*
	• *Labour Act, 2007 (Act 11 of 2007)*	• *Employee Wellness Policy and Procedures*
	• *Social Security, 1994 (Act 34 of 1994)*	• *Ethics Policy and Procedures*
	• *Public Enterprises Governance Act, 2019*	• *Grievance Policy and Procedures*
		• *Leave Policy and Procedures*
		• *Performance Management Policy and Procedures*
		• *Recruitment and Selection Policy and Procedures*
		• *Remuneration Policy and Procedures*
		• *Staff Development Policy and Procedures*
		• *Succession Planning Policy and Procedures*

Version Control and Change History			
Version	***Date Approved / Recommended***	***Approved / Recommended by***	***Amendment/New Policy***
3	13 July 2026	Senate	Amendment
3	07 August 2026	Council	Amendment

AUTHENTICATION

Vice-Chancellor's Signature:_____ Date:____08/10/2026_____

Registrar's Signature: _____ Date:_____02/10/2026_____

University Seal:



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ABBREVIATIONS AND ACRONYMS

Abbreviation	Meaning
AI	Artificial Intelligence
DCSIP	Department of Corporate Strategy and Institutional Planning
DTBS	Digital Transformation and Business Systems
DSA	Daily Subsistence Allowance
DVC	Deputy Vice-Chancellor
e.g.	For example
etc.	Et cetera
GTAP	Graduate Talent Acceleration Programme
HC	Human Capital
HED	Higher Education Degree
i.e.	That is
ISBP	Integrated Strategic Business Plan
ISO	Not expanded in the Code
JG	Job Grade
JSCC	Joint Search Committee of Council
KPI	Key Performance Indicator
LLB	Legum Baccalaureus
LLM	Legum Magister
M+3	Three-year Diploma/Bachelor qualification at NQF Level 7
M+4	Four-year Bachelor (Honours) qualification at NQF Level 8
NQF	National Qualifications Framework
NSSCAS	Namibia Senior Secondary Certificate Advanced Subsidiary
NSSCO	Namibia Senior Secondary Certificate Ordinary Level
ODL	Open and Distance Learning
PGCE	Postgraduate Certificate in Education
SDA	Not expanded in the Code
SDF	Staff Development Fellowship
SDI	Staff Development Investment
SDS	Staff Development Scholarship
TBA	To be assigned
TCOE	Total Cost to Employer

Acronym	Meaning
ADE	Advanced Diploma in Education
BU	Business Unit
EXCO	Executive Committee
ISO	Not expanded in the Code
No.	Number
NUST	Namibia University of Science and Technology
UNAM	University of Namibia
viz.	Namely

DEFINITIONS

Term	Definition
Abroad	In any foreign country or outside the borders of the Republic of Namibia.
Academic staff	All persons (inclusive of technical and research) employed by the University whose conditions of employment include the obligation to undertake teaching, including assessment, teaching development or research
Academic year	The period from 1 January of a year to 31 December of that same year.
Accumulative leave	leave days which may be accumulated and carried forward at the end of each leave cycle.
Act	The Namibia University of Science and Technology Act, 2015 (No. 7 of 2015).
Administrative staff	The staff appointed to administrative and support positions designated as such by the Council, including professional staff in library and information technology services.
Annual leave	The statutory leave provided for in the Namibian Labour Act, which employees are required to take in accordance with the provisions of the Act and this Code.
Annual leave cycle	The period of twelve (12) consecutive months, from 1 January to 31 December of each calendar year, during which annual leave is accrued and taken in accordance with the University's leave provisions.
Bonus leave cycle	A completed period of five (5) years of continuous, meritorious service without a final written warning for any form of misconduct by permanent administrative staff members from the date of assumption of duty in a permanent position.
Calendar day	Any day in any month of a year.
Calendar month	A period from the first day of any month to the last day of the same month.
Calendar year	A period from 1 January of a year to 31 December of that same year.
Capital component	The portion of the Motor Vehicle Allowance intended to contribute toward the acquisition, financing and replacement of a motor vehicle.
Compassionate leave	Leave entitled to an employee on the grounds of death or a serious illness in the immediate family during each period of 12 months of continuous employment.
Conditions of employment	Any provision/terms governing the relations between the Council and employees and includes any service benefits.
Consultancy work	The provision of professional advice or services - typically to external clients - within one's area of expertise. This work is undertaken on behalf of the University or with their explicit knowledge and approval and may involve the use of institutional resources such as laboratories, equipment, facilities, or branding and require revenue-sharing with the university.
Council	The Council of NUST established in terms of Section 7 of the Act.
Cronyism	The appointment of friends and associates to positions of authority without proper regard to their qualifications.

Doctorate	Any tertiary qualification on an NQF level 10.
Early retirement	The age from 55 to 59 years.
Employee/ Staff	Persons employed by the University and includes the academic, administrative and technical or support staff of the University.
Ethics Training	Structured learning programmes aimed at promoting ethical behaviour and decision-making in the workplace.
Family	The spouse, child (including legally adopted child) parent, grandparent, brother, sister, father-in-law or mother-in- law of the employee.
Financial year	The period from 1 January of a year to 31 December of that same year.
Grievance	Any personal dissatisfaction, discontent or feeling of injustice in connection with an employee's work or employment relationship on the grounds of harassment, prejudice, victimisation or injustice that is brought to the attention of supervisors or of management.
Housing allowance	The allowance granted to all permanent staff members and staff members appointed on contracts of one year or longer.
Integrity Audit	A systematic review of processes to ensure they are free from corruption, bias, and unethical practices.
Leave cycle	A period of twelve (12) months commencing from the date of assumption of duty.
Line Manager	A person who directly oversees employees and is responsible for managing their day-to-day work, performance and conduct.
Long leave	Vacation leave for academic staff members of at least sixty-six (66) continuous working days.
M+3 vertical	Any three-year Diploma / Bachelor tertiary qualification on a NQF Level 7 with the relevant field as a major.
M+4 vertical	Any four-year Bachelor (Honours) tertiary qualification on a NQF level 8 with the relevant field as a major.
Masters	Any tertiary qualification on an NQF level 9.
Meritorious Service	Excellent/exemplary/laudable/praiseworthy service deserving esteem, honour, reward, and worthy of recompense.
Month	A period extending from a date in one calendar month to the date preceding the corresponding date in the following calendar month, both dates included.
Motor Vehicle Allowance	A fixed monthly allowance payable to qualifying employees for the acquisition, operation and maintenance of a private motor vehicle used for official duties.
Nepotism	The practice of favouring relatives or friends, especially by giving them jobs or promotions, regardless of merit.
NUST term	A period stretching from the first day of the commencement of academic operations in a particular block of a year until the completion of that specific educational period by an official recess or the end-of-the-year vacation.

	Normally, two semesters are determined annually in advance and are published in the NUST calendar.
Pensionable age	The age of 60-64 years.
Policy	An approved statement by Council directing a course or principle of action to be adopted and pursued by the employees.
Private work	any work or service carried out for remuneration outside of the service of the NUST, or outside the employee's contract of employment with NUST.
Proof of Purchase or Instalment	Documentary evidence issued by a recognised financial institution confirming vehicle make and model; purchase price; finance amount; monthly instalment; financing period; and ownership details.
Publications	Any books, chapters in books, book reviews, review articles, articles in accredited journals, conference papers published in conference proceedings, articles in specialised magazines.
Recess	Those periods during an academic year when no official residential classes or regular examinations are conducted, and academic members of staff must remain on duty.
Remuneration	The total value of all payments in money or in kind made or owing to an employee arising from the employment of the employee.
Retirement age	the age of 65 years.
Running Cost Component	The portion of the Motor Vehicle Allowance intended to cover operational costs associated with the ownership and use of a motor vehicle, including fuel, maintenance, insurance, licensing, and related expenses.
Salary increment	The approved amount or notch by which the salary of an employee may be increased within the appropriate salary scale.
Salary scale	The range between a minimum and maximum salary attached to a post.
Senate	The academic governance and quality assurance, organisation and superintendence of teaching, including assessment and learning, community and engagement and research.
Senior Secondary Certificate	Officially known as the Namibia Senior Secondary Certificate Advanced Subsidiary (NSSCAS), is a one-year academic program undertaken in Grade 12 following the completion of the Namibia Senior Secondary Certificate Ordinary Level (NSSCO) in Grades 10 and 11.
Sexual harassment	Any form of unwelcome advances with sexual innuendos including repeated and unwanted sexual comments, suggestions or requests for favours, or physical contact found objectionable or offensive, and where its rejection or acceptance may affect the victim's employment status or job performance and/or creates a hostile and offensive work environment for the victim.
Sick leave cycle	A period of three (3) years cycle calculated from the date of commencement of service, and each succeeding period of three years.
Standard	the acceptable efficiency, quality or degree of excellence expected or required for a particular activity or job or purpose.
Statutes	The statutes of the University framed by the Council under section 35(1)(a) of the NUST Act.

Study leave	Leave which is granted to a staff member for the purpose of pursuing formal studies or to do approved research.
Total Cost to Employer (TCOE)	The overall financial cost incurred by the University in employing an individual. This includes the employee's basic salary and all associated employment-related costs, such as allowances, employer contributions to pension or retirement funds, medical aid, social security and any other benefits or statutory obligations borne by the employer.
Transfer	The movement of an employee from one position, department, or location within the University to another, without a change in employment status or rank.
Transparency	The principle of making information and processes open and accessible to stakeholders to promote accountability.
Whistleblower Protection	Safeguards provided to individuals who report unethical or illegal activities, ensuring they are not subject to retaliation.
Workday (working day)	A day on which normal NUST activities take place.
Year	A period commencing on any day of a particular month and extending for twelve (12) consecutive months to the date preceding the corresponding date.

1. INTRODUCTION

1.1 Management of the NUST

1.1.1 The governance and general control of NUST and all its affairs and functions shall be vested in the Council, which must supervise and is accountable for the proper management and administration of NUST.

1.1.2 The Vice-Chancellor shall be the chief executive officer of the university. S/he shall have a general responsibility to the Council for maintaining and promoting the efficiency, good order and governance of the university.

1.1.3 The Vice-Chancellor shall carry the delegated authority of the Council, in compliance with Section 13(4) of the Act, and shall exercise management, control and direction over the academic and administrative work and affairs of the University.

1.1.4 The powers and duties of the Vice-Chancellor are stipulated in part five of the NUST Statutes, Rules and Regulations and the NUST Delegation of Decision Making and Authority Document. Together with her/his management, staff, and committees, s/he is responsible for identifying and determining strategic business directions, developing, implementing, and recommending changes to policies.

1.1.5 In the performance of his/her duties, the Vice-Chancellor is assisted by employees to whom s/he may entrust responsibilities, delegate powers, and from whom s/he may demand accountability. S/he shall not be divested of a power so delegated.

1.1.6 The Vice-Chancellor shall exercise delegated authority over all the academic and administrative staff and may exclude any person or suspend any employee from any part of NUST if s/he considers it in the best interest of the university.

1.2 Official Channels of Communication

1.2.1 Management reserves the right to communicate essential information through heads of sections, faculties and departments and through personal contact.

1.2.2 Employees are at liberty to approach their immediate supervisors in connection with any queries or concerns they might have concerning their relationship with NUST.

1.2.3 On failing to elicit a satisfactory response from the said superior, the subordinate may approach the next higher authority or level of management, one level at a time, until the matter has been resolved.

Only the Vice-Chancellor or his delegated representative may communicate official and confidential information concerning NUST to the public.

1.3 Organisational Structure

1.3.1 The organisational structure of NUST is determined by the Namibia University of Science and Technology Act No. 7 of 2015, Statutes, Delegation of Decision Making and Authority Document, vision and mission, strategic objectives, human capital requirements, functional division of activities and job or post structures.

1.3.2 Organograms for the different departments, sections and faculties are maintained by the Human Capital department in consultation with respective departments/sections and faculties.

The creation of new positions and the freezing/unfreezing of positions shall be approved in accordance with the Delegation of Decision-Making Authority Document as approved by Council from time to time.

2. APPLICATION

This Human Capital Code applies to all persons employed by NUST, irrespective of seniority, including both academic and administrative staff.

3. APPLICABLE LAWS

This Code and all future amendments thereto shall be subject to the Constitution of the Republic of Namibia, all the Acts promulgated by the Parliament pertaining to, and having a bearing on the staff policies of NUST, as well as the NUST Act, and the Statutes, Rules, and Regulations of NUST.

4. EMPLOYMENT PRACTICE

4.1 NUST is an equal opportunity employer.

4.2 The Institution condemns any form of discrimination based on colour, culture, ethnic origin, gender, economic or social status, political affiliation or religious beliefs.

4.3 NUST gives preferential treatment in employment decisions to the appointment of Namibians by descent, birth or naturalisation.

4.4 Where the potential exists among Namibian citizens, preference will be given to such potential with due regard to relative merit, minimum qualifications, efficiency, potential, quality and suitability.

4.5 External expertise, which may be beneficial to achieving institutional goals and quality standards, will be considered if no comparable Namibian candidate is available or suitably qualified. A Namibian citizen understudy, where applicable, will be identified for every non-Namibian.

4.6 The principle of equal remuneration for work of equal value is applied according to job evaluation and performance appraisal systems established.

5. RECRUITMENT, SELECTION AND APPOINTMENTS

5.1 Appointments by the Council

(i) All posts on the staff establishment shall be approved in accordance with the Delegation of Decision-Making Authority Framework as approved by Council from time to time.

(ii) Every vacant position will be advertised internally/externally at the discretion of Management in consultation with Human Capital.

(iii) Staff shall be appointed by the relevant delegate as provided for in the Delegation of Decision-Making Authority Framework as approved by Council from time to time, in specific positions on the approved organisational structure of a component.

(iv) The Council shall determine the requirements framework for and/or conditions of appointment in respect of qualifications, experience, health, suitability, age and for the determination of an appropriate rank within the approved post categories, structure and notch in accordance with the approved salary scales.

5.1.1 An applicant shall submit all recently certified copies of qualifications, including her/his certificates of service from (a) previous employer(s) to verify specified work experience, and (b) a certificate of conduct. Declare work experience for which no certificate or other acceptable verification of service can be provided shall not be recognised.

5.1.2 An applicant shall be recommended for appointment only if s/he meets all the requirements for the post.

5.1.3 Every short listing and selection panel shall consist of at least one Affirmative Action representative and one senior staff member with Namibian citizenship.

5.1.4 No person shall be appointed permanently as a staff member, whether on probation or not, unless such person is a Namibian citizen or is a holder of a Permanent Residence Permit.

5.2 Statutory Provisions

Staff appointments shall be subject to the statutory provisions pertaining to NUST and to the written acceptance of the Human Capital Code upon a successful applicant's acceptance of the employment offer.

5.3 Medical Report

5.3.1 Permanent staff appointments and contract appointments of twelve (12) months or more, in a post in which the delivery of medical services to third parties and/or the provision of laboratory services which requires the handling of live specimens for the purpose of testing is involved or for circumstances deemed necessary, may be required to submit proof of good health *viz* a medical certificate inclusive of chest X-rays and laboratory tests issued by a registered physician approved by NUST, on the prescribed form, at the expense of the University.

5.3.2 Council may at any time request that any staff member submit a medical report in cases where there are reasonable grounds to believe that an employee's performance and/or conduct is affected by a medical condition as specified by a registered physician, approved by NUST, on the prescribed form at the expense of the institution or a registered physician with the Health Professions Council of Namibia of their own choice at the employee's own expense.

5.4 Probationary Period

5.4.1 Any appointment, permanent or on contract of more than one (1) year, is subject to the successful completion of a probationary period of one (1) year for academic and technical staff and six (6) months for administrative staff. A probationary appointment is a conditional appointment subject to the employee's display of diligence and satisfactory conduct. Such an employee will be appraised regularly to ascertain whether s/he meets the required performance standards, whereupon the appointment may be confirmed, terminated or the probationary period be extended. The Council may lay down special conditions to be met before confirming an appointment.

5.4.2 A probationary period may only be extended by three (3) months for administrative staff and six (6) months for academic and technical staff owing to unsatisfactory performance, taken during the period of probation or any extension thereof.

NUST must, where appropriate, provide the employee with adequate training to enable the probationer to acquire the necessary competence and skills.

If the employee has misled NUST about their competence or skills during the job interview, NUST shall summarily terminate employment following a formal disciplinary inquiry.

The probationary period of a staff member shall be extended by the number of days of maternity, unpaid and sick leave for more than 20 consecutive working days.

5.4.3 Should the Council discharge a staff member appointed on probation, if s/he does not measure up to the set standards for a particular position, such discharge shall be made either during, or immediately after the expiry of the period of probation, by giving one (1) month's notice.

5.4.4 If the conduct of the staff member on probation is unsatisfactory, s/he may be summarily discharged with or without notice pay, after being granted the opportunity to be heard.

During the probationary period, the supervisor(s) of a staff member(s) on probation shall submit a performance evaluation report on the performance of the staff member concerned. For academic and technical staff members, every six (6) months; for administrative staff, every two (2) months.

5.4.5 The confirmation of the appointment upon expiry of the period of probation is subject to:

i) The certification of the probation report of the employee by the Head of Department of the evaluator of the department or section concerned to the effect:

a) that the employee has been diligent and competent,
b) that her/his conduct has been uniformly satisfactory,
c) that s/he is in every respect suitable for the confirmation of her/his appointment.

ii) The approval of the Council.

5.4.6 All benefits applicable to permanent staff members will apply to members of staff on probation.

5.5 Relocation Expenses

5.5.1 The Council undertakes to pay the actual relocation costs, as determined by it from time to time, of persons appointed as staff members and their families on the appointment of such persons.

5.5.2 The passage and cartage costs shall be paid in terms of paragraph 9.11.2 of the Human Capital Code.

5.6 Language Requirements

English is the official language of NUST. All staff members except for those in job grade 13 and below, must be fully conversant with the English language. Staff of the ranks within job categories 13 and below must have a working knowledge of English.

5.7 Grades of Appointments

5.7.1 The organisational structure of NUST is determined by the Act, its mission, strategic aims and objectives, human resources requirements, functional division of activities and job/post structures.

5.7.2 The Council, in consultation with and on the recommendation of the Vice-Chancellor shall approve the grades, organisational structure and tenure of appointments.

5.7.3 All academic, technical and administrative posts shall be graded by the Job Evaluation Committee as prescribed in the Job Evaluation policy.

5.7.4 Council shall approve the job evaluation and grading of the positions of Vice-Chancellor, Deputy Vice-Chancellors and Registrar.

5.7.5 Salary and benefits of a staff member will depend on the job grade of the particular post.

5.8 Tenure of Appointments

5.8.1 Appointment of Vice-Chancellor

5.8.1.1 The Vice-Chancellor shall be appointed in compliance with Section 13(2) of the Act and Part Three of the Statutes and Regulations of NUST.

5.8.1.2 Where a suitably qualified and experienced Namibian candidate is identified, s/he shall be given preference over externally recruited applicants.

5.8.1.3 An expatriate contract of employment may be extended beyond the initial five-year period of appointment if no Namibian is found suitable for appointment.

5.8.1.4 A Namibian citizen who was appointed as Vice-Chancellor from outside the staff complement of NUST and who, for reasons other than those that could give rise to dismissal for misconduct, is not re-appointed after serving the institution, **may be** offered a position and salary package equivalent to that of a Director/Professor in either the Academic or Administrative Structure. A Namibian citizen who was appointed as Vice-Chancellor from within the staff complement of NUST and who, for reasons other than those that could give rise to dismissal for misconduct, is not reappointed after serving the institution, **will be** offered a position and salary package equivalent to that of a Director/Professor in either the Academic or Administrative Structure.

5.8.2 Appointment of Deputy Vice-Chancellor(s) and Registrar

5.8.2.1 The Deputy Vice-Chancellor(s) and Registrar shall be appointed in compliance with Section 14(1) of the Act and Part Six of the Statutes and Regulations of NUST.

5.8.2.2 A suitably qualified and experienced Namibian candidate shall be given preference over externally recruited applicants.

5.8.2.3 No expatriate contract of employment shall be extended beyond the initial 5-year period of appointment.

5.8.2.4 A Namibian citizen who was appointed as Deputy Vice-Chancellor and/or Registrar from outside the staff complement of NUST and who, for reasons other than those that could give rise to dismissal for misconduct, is not reappointed after serving the institution, **may be** offered a position and salary package equivalent to that of a Director/Professor and/or Deputy Director/Associate Professor in either the Academic or Administrative Structure. A Namibian citizen who was appointed as Deputy Vice-Chancellor and/or Registrar from within the staff complement of NUST and who, for reasons other than those that could give rise to dismissal for misconduct, is not reappointed after serving the institution, **will be** offered a position and salary package equivalent to that of a Director/Professor and/or Deputy Director/Associate Professor in either the Academic or Administrative Structure.

5.8.3 Appointment of Dean(s)

5.8.3.1 Appointment of a Dean(s) shall be made in compliance with Part 14 of the Statutes and Regulations of NUST.

5.8.3.2 A suitably qualified and experienced Namibian candidate shall be given preference over externally recruited applicants.

5.8.3.3 No expatriate contract of employment shall be extended beyond the initial 5-year period of appointment.

5.8.3.4 A Namibian citizen who are employed at NUST and who was appointed as Dean and who is reasons other than that which could give rise to dismissal due to misconduct, not re-

appointed after serving the institution, will be offered a position and a salary package equivalent to the academic post of Director/Deputy Director/Professor/Associate Professor in either the Academic or Administrative Structure.

5.8.4 Permanent Full-time Appointments

5.8.4.1 Permanent full-time appointments shall be approved in accordance with the Delegation of Decision-Making Authority Framework as approved by Council from time to time.

5.8.4.2 No person over the prescribed retirement age may be appointed on a permanent full-time basis.

5.8.4.3 The appointment requirements and benefits thereof will be in accordance with the policy governing recruitment and selection as decided by Council from time to time.

5.8.4.4 The following benefits are intrinsic to permanent full-time appointments:

a) Salary
b) Annual Bonus (13th cheque)
c) Pension Scheme
d) Housing Allowance
e) Transport Allowance
f) Medical Aid Scheme
g) Leave Benefits
h) Cartage for household effects payable as decided by the Council from time to time
i) Transport of staff member and family upon appointment, payable as decided by the Council from time to time
j) All other allowances as determined by Council from time to time

The specific amounts in monetary terms will be determined at the time of appointment.

5.8.5 Permanent Part-time Appointments

5.8.5.1 Permanent part-time appointments shall be approved in accordance with the Delegation of Decision-Making Authority Framework as approved by Council from time to time.

5.8.5.2 A permanent part-time appointment is made for a post created on the approved organisational structure of a specific component and, therefore, forms an integral part of the total organisational structure of NUST.

5.8.5.3 The norm is to activate such a post based on part of a working day, i.e., a person appointed on a permanent part-time basis will be required to work either in the mornings, in the afternoons and/or in the evenings for either a maximum of $^{5}/_{8}$ th or a minimum of $^{3}/_{8}$ th of full-time remuneration.

5.8.5.4 The following benefits are intrinsic to permanent part-time appointments:

a) Salary
b) Annual Bonus (13th cheque)
c) Pension Scheme (optional)
d) Medical Aid Scheme (optional)

e) Leave Benefits
f) Housing Allowance
g) Transport Allowance
h) All other allowances as determined by Council from time to time

The specific amounts in monetary terms will be determined at the time of appointment.

5.8.6 Contract Appointments (full-time or part-time)

5.8.6.1 All contract appointments shall be approved in accordance with the Delegation of Decision-Making Authority Framework as approved by Council from time to time.

5.8.6.2 Contract appointments are made for a specified period. The contract period is temporary and will vary depending on the institution's needs.

5.8.6.3 Contract periods can be considered up to a maximum of five (5) years. Non-Namibians who are selected for appointment shall be appointed on five- year contracts, depending on the scarcity and seniority of the post.

5.8.6.4 These contracts may be renewed if no qualified Namibians are available for appointment in the vacant post. Appointments involving periods of less than two years can also be concluded.

5.8.6.5 The post shall be advertised six (6) months prior to the end of the contract. If no suitable candidate can be recruited, the Registrar/Dean/Head/Bursar, together with the contract staff member, shall advise the Line Manager six (6) months prior to the end of the contract that a further contract should be considered.

The criteria and principles for contract appointments are to acquire academic, administrative or technical competence or skills not available in proven scarcity in Namibia. The contribution of the selected individual should be carefully and selectively weighed against the overall appointment costs involved of the required staff in Namibia and to undertake and complete specified projects in a predetermined time.

5.8.6.6 Contract appointments are subject to approval by the delegated authority, and for non-Namibians, legislation governing entry into the country and the issue of work permits.

5.8.6.7 All contract appointees of two (2) years or more are subject to bi-annual appraisals to ascertain whether they meet the required performance standards set by the NUST.

5.8.6.8 The following benefits apply to contract appointments:

(i) Non-Namibians on contracts of two years or longer:

a) Salary
b) Annual Bonus (13th cheque)
c) Pension Scheme or Gratuity
d) Housing Allowance
e) Medical Aid Scheme
f) Leave Benefits *(pro-rata)*
g) Transport Allowance

h) Cartage for household effects at the beginning and end of the contract - payable as decided by the Council from time to time
i) Transport of the staff member and family at the beginning and end of the contract, payable as decided by the Council from time to time

(ii) Namibians and Permanent Residents on contracts of two (2) years or longer:

a) Salary
b) Annual Bonus (13th cheque)
c) Pension Scheme
d) Housing Loan or Housing Allowance
e) Medical Aid Scheme
f) Leave Benefits *(pro-rata)*
g) Transport Allowance
h) Cartage for household effects at the beginning and end of the contract - payable as decided by the Council, from time to time
i) Transport of staff member and family at the beginning of the contract from places outside Windhoek, payable as decided by Council from time to time

(iii) Less than two-year contract: (Namibians and Non-Namibians)

a) Salary
b) Annual Bonus (13th cheque)
c) Housing Allowance (not for contracts less than twelve (12) months)
d) Leave Benefit (*pro-rata* on annual entitlement)
e) Medical aid scheme is optional, but not for less than one year (12 months)
f) Transport allowance

The specific amounts in monetary terms will be determined at the time of appointment.

5.8.7 Supernumerary Appointments

5.8.7.1 This appointment type has bearing on *ad hoc* appointments on contract to perform required services on a temporary, intermittent and piece-work basis and includes appointments for:

a) Tuition on an hourly basis for a specified number of hours on specific days of the week for a predetermined time;
b) Preparation of study material, tests and examinations; and
c) Any aid needed during examination, registration or times of crises.

5.8.7.2 Remuneration will be paid in accordance with salary and hourly tariff guidelines as approved by the Council.

5.8.7.3 Salary or an hourly tariff is the only benefit applicable to this appointment type.

5.8.8 Seconded and Visiting Appointments

5.8.8.1 The appointment of seconded or visiting staff shall be subject to approval in accordance with the Delegation of Decision-Making Authority Framework as approved by Council from time to time.

5.8.8.2 The seconded and visiting staff shall be appointed on such terms and for such periods as the Council, the appointee, and the seconding institution (where applicable), may agree upon.

5.8.8.3 The obligation of NUST regarding the emoluments, allowances, and other benefits in respect of the seconded or visiting appointees shall be specified in the letter of appointment.

5.8.8.4 Donating or supporting agencies will be required to forward the *curricula vitae* of the proposed candidates prior to their recruitment. All seconded or visiting lecturers should sign an undertaking, linked to their contracts, to bind them to their service contracts.

5.8.9 Professor Emeritus, Adjunct Professor, Honorary Professor and Visiting Professor Appointments

The appointment of a Professor Emeritus, Adjunct, Honorary and Visiting shall be approved in accordance with the Policy for the Awarding of Professorships as approved by Council from time to time.

5.9 Minimum Requirements

NUMBER	QUALIFICATION REQUIREMENTS	YEARS OF EXPERIENCE	COMPETENCIES	FUNCTIONAL CATEGORY (WORKING LEVEL DESCRIPTION)	TYPICAL JOB (ADMINISTRA-TIVE POSITIONS)
1	A relevant Doctorate (NQF Level 10)	Ten (10) years of relevant experience, of which five (5) years must have been in a senior management role.	Extensive Experience in Higher Education Leadership and Academic Standing at Professor or Associate Professor Level.	**Executive Level** Provides overarching leadership and strategic direction for the entire institution. Determines the university's long-term vision, mission, and strategic objectives, ensuring alignment with national priorities and global trends in higher education. Oversees the functional integration of academic, research, administrative, and support services to drive institutional excellence. Leads the university into the future by fostering innovation, sustainability, and transformation across all domains.	Vice-Chancellor
2	A relevant Doctorate (NQF Level 10) and/or professional qualification as approved by Council	Ten (10) years of relevant experience, of which five (5) years must have been in a senior management role.	Extensive Experience in Higher Education Leadership and Academic Standing at Professor or Associate Professor Level and/or extensive industry experience and/or as determined by Council.	**Executive Level** Possesses comprehensive knowledge of the entire institution, including its strategic direction, academic and administrative functions, and external operating environment. Provides high-level input into the formulation of the overall organisational strategy and ensures its translation into actionable business plans for the relevant portfolio or functional area. Leads the implementation and management of strategic initiatives, ensuring alignment with institutional goals and the achievement of key performance outcomes. Oversees the development and execution of innovation, transformation, and	Deputy Vice-Chancellor

				change management initiatives to enhance institutional effectiveness and sustainability.	
3	A relevant Master's degree at NQF Level 9 (PhD will be an added advantage)	Ten (10) years of relevant experience, of which five (5) years must have been in a senior management role.	Strategic academic administration, knowledge of higher education best practices in administration, detailed knowledge of legislation pertaining to higher education institutions, understanding of governance, project management, and performance monitoring. The Joint Search Committee of Council (JSCC) shall set the criteria from time to time in accordance with the job profile.	**Executive Level** Possesses in-depth knowledge of the institution's academic and administrative operations, with a strategic understanding of the broader organisational context. Contributes to the formulation of the university's overall strategy and ensures its effective translation into operational plans within the Registrar's portfolio. Leads the implementation and monitoring of business plans, goals, and objectives, ensuring the delivery of key institutional outputs related to academic administration, governance, and compliance. Drives innovation and change within the Registrar's function to enhance institutional effectiveness, service delivery, and regulatory alignment.	Registrar
4	A relevant Master's degree in Finance or Accounting or a Chartered Accountant Certification	Ten (10) years of relevant experience within the financial management environment, of which five years must be at a senior management level.	Higher education experience is preferable.	**Executive Level** Holds comprehensive knowledge of the institution's financial operations and strategic priorities. Contributes to the formulation of the overall organisational strategy and ensures its effective translation into financial and operational plans within the finance portfolio. Leads the implementation and oversight of financial strategies, business plans, and performance objectives, ensuring the achievement of key institutional outcomes. Drives financial innovation, sustainability, and change	Bursar

				management to support the university's long-term goals and regulatory compliance.	
5	A relevant Master's degree (PhD will be an added advantage)	Ten (10) years of relevant experience, of which five years should be at the management level.	Excellent leadership, administrative expertise, strategic planning, problem-solving ability, and budgeting experience.	Possess comprehensive knowledge of the institution's strategic direction, operational landscape, and functional interdependencies. Contribute to the formulation of the overall organisational strategy and lead its translation into business plans within their respective portfolios. Drive the implementation of strategic initiatives, manage performance against institutional goals, and ensure the delivery of key functional outputs. Champion innovation, transformation, and change management to enhance institutional effectiveness, responsiveness, and sustainability.	Assistant Deputy Vice-Chancellor
6	A Legum Baccalaureus (LLB) (Ten (10) post-admission as a Legal Practitioner) (LLM will be an added advantage)	Ten (10) years post-admission experience, including 5 years in a senior legal management position.	Excellent communication, critical thinking, and decision-making skills. Exposure to a higher education environment will be an advantage.	Possesses comprehensive knowledge of the institution's legal, regulatory, and governance frameworks, as well as its strategic and operational context. Provides expert legal input into the formulation of the overall organisational strategy and ensures its effective translation into legal and compliance plans within the functional area. Leads the implementation of legal risk management, governance, and compliance initiatives, ensuring alignment with institutional objectives and statutory obligations. Drives innovation and change in legal advisory practices to support institutional resilience, accountability, and strategic advancement.	Chief Legal Advisor

7	A relevant Master's degree	Ten (10) years of relevant experience, of which five years should be at the management level.	Excellent leadership, administrative expertise, strategic planning, problem-solving ability, and budgeting experience.	Demonstrates a comprehensive understanding of the institution's strategic direction and operational context. Provides informed input into the development of the overall organisational strategy and ensures its effective translation into functional business plans within the relevant directorate. Leads the implementation and management of strategic initiatives, monitors performance against defined objectives, and ensures the delivery of key institutional outputs. Drives innovation and change within the functional area to support continuous improvement and institutional sustainability.	Director
8	Relevant Master's degree	Eight (8) years of which 5 years at management level.	Strong leadership and administrative skills, in-depth knowledge of institutional policies and procedures, strategic planning and implementation, financial or academic administration expertise (as applicable), problem-solving ability, attention to detail, and proficiency in performance monitoring and reporting.	Professional knowledge of sub-discipline or discipline. Provide input in the formulation of Organisational/Functional Unit business plans. Formulate and implement departmental/team plans to support the BU's business plans. Optimisation of resources (finances, people, material, information, and technology) to achieve given objectives most productively and cost-effectively.	Deputy Registrar / Deputy Bursar
9	A relevant Bachelor (Honours) degree (NQF Level 8) (M + 4)	Eight (8) years of relevant experience, of which five (5) should be at a supervisory level in the relevant field.	Excellent leadership, administrative expertise, strategic planning, problem-solving ability, budgeting experience, and subject-matter expertise in the relevant functional area.	Demonstrates advanced professional expertise within a specific discipline or sub-discipline. Provides strategic input into the development of organisational and functional unit business plans. Leads the formulation and execution of departmental or team-level plans that align with broader institutional objectives. Optimises the use of resources, including finances, personnel,	Manager (high-level specialist)

	A Master's degree may be required depending on the nature of job (NQF Level 9) (M + 6)			materials, information, and technology, to achieve defined goals in a productive, efficient, and cost-effective manner.	
10	A relevant Bachelor (Honours) degree (M + 4) A Master's degree may be required depending on the nature of job (NQF Level 9) (M + 6)	Six (6) years of relevant experience, of which three (3) years should be at a supervisory level in the relevant field.	Professionally qualified and experienced in the relevant field, with strong leadership, administrative, strategic planning, problem-solving, and communication skills, as well as the ability to manage teams and support academic functions effectively.	Professionally qualified and experienced specialist with sound knowledge of a specific discipline or sub-discipline. Contributes to the development of organisational and functional unit business plans. Leads the formulation and implementation of departmental or team-level plans that support broader institutional objectives. Ensures the effective and efficient utilisation of resources—including finances, personnel, materials, information, and technology - to achieve defined goals productively and cost-effectively.	Head of Section (Middle management and specialists): Professionally Qualified & experienced specialists/mid-management
11	A relevant Bachelor's degree (NQF Level 7) (M + 3)	Five (5) years of relevant experience.	Technical proficiency, academic qualifications relevant to the role, supervisory and junior management experience, strong administrative and operational skills, problem-solving ability, and effective communication and coordination capabilities.	Professionally qualified individuals with broad technical or administrative expertise in their respective areas. Apply a wide range of knowledge, techniques, and processes to perform duties effectively. Evaluate procedures and draw on prior experience to resolve routine and moderately complex issues. Exercise discretion in setting priorities and determining the most appropriate methods to achieve defined objectives. While tasks are generally prescribed, initiative and judgement are required in determining how best to execute them.	Senior Administrative positions: Skilled Technical, Academically Qualified/ Junior Management/ Supervisors/ Foremen/ Superintendents

12	A relevant Bachelor's degree (NQF Level 7) (M + 3)	Three (3) years of relevant experience	Technical proficiency, relevant academic qualifications, operational and administrative skills, supervisory experience, problem-solving ability, and effective communication and coordination capabilities.	Professionally qualified individuals with technical or administrative expertise, typically operating at junior management or supervisory levels. Accountable for the quality of direct outputs—whether products, processes, or services—within their area of responsibility. Apply broad knowledge of procedures, standards, and techniques to ensure consistent performance and incremental improvement. Decisions are guided by established policies, training, and experience, with autonomy to determine appropriate actions within clearly defined parameters.	Administrative positions: Skilled Technical, Academically Qualified/ Junior Management/ Supervisors/ Foremen/ Superintendents
13	A three-year Diploma (NQF Level 6)	Two (2) years of relevant experience	Basic technical proficiency, relevant practical experience, ability to make discretionary decisions within defined parameters, reliability, attention to detail, and effective communication and teamwork skills.	Applies broad practical knowledge of procedures, tools, and service processes within a defined operational area. Accountable for the quality of direct outputs—whether products, services, or processes—delivered under clear guidelines. Continuously improves existing procedures through incremental adjustments based on experience and training. Exercises discretion in selecting appropriate actions, guided by established standards, operational protocols, and prior learning.	Administrative positions: Semi-Skilled & discretionary decision-making
14	Grade 12/ NSSCO	Two (2) years of relevant experience	Basic operational skills, ability to follow instructions and established procedures, reliability, attention to detail, and capacity to make decisions within clearly defined guidelines.	Performs tasks within clearly defined procedures and work processes. Responsibilities are typically routine, repetitive, and straightforward, with short work cycles. Decision-making is limited to selecting appropriate actions based on established standards, instructions, and training. Work is carried out under close supervision, with minimal discretion required.	Administrative positions: Unskilled & defined decision-making

NUMBER	QUALIFICATION REQUIREMENTS	YEARS OF EXPERIENCE	COMPETENCIES	FUNCTIONAL CATEGORY (WORKING LEVEL DESCRIPTION)	TYPICAL JOB (ADMINISTRA-TIVE POSITIONS)
1	A relevant Doctorate (NQF Level 10) or, in exceptional cases, a Master's degree (NQF Level 9) with current studies towards a relevant Doctoral degree. Academic appointment at associate professor or a full professor is strongly preferred	Ten (10) years of teaching and managerial experience in a specialist field at a tertiary level, of which five years must be at a management level.	Research experience must include publications, conference papers, and postdoctoral research supervision, as well as proven competence in securing research or project funding from third-party sources. Membership of Professional Bodies shall be an advantage.	The Executive Dean serves as the strategic and academic leader of a faculty, responsible for driving excellence in teaching, research, innovation, and community engagement. This role provides visionary leadership in developing and implementing faculty-specific strategies aligned with the university's overall mission and strategic goals.	Dean
2	A relevant Doctorate (NQF Level 10) or, in exceptional cases, a Master's degree (NQF Level 9) with current studies towards a relevant Doctoral degree.	Five (5) years of progressive academic experience in a specialist field at a tertiary level, of which five (5) years must be at a management level. High-level soft skills and ability to lead and plan the faculty's	Research experience must include publications, conference papers, and post-doctoral research supervision, as well as proven competence in successful sourcing of research or project funding from third-party sources. Membership of Professional Bodies shall be an advantage.	The Associate Dean serves as the academic and operational head of a School within a Faculty, reporting directly to the Executive Dean. This role provides strategic leadership and oversight of the school's academic programmes, research activities, and administrative functions, ensuring alignment with Faculty and institutional priorities.	Associate Dean

	Must hold at least a senior lecturer academic rank or higher.	teaching and learning or research portfolio.			
3	A relevant Doctorate or, in exceptional cases, a Master's degree and current studies towards a Doctoral degree.	Five (5) years of progressive academic experience.	High-level soft skills, integrity and the potential to lead and plan the faculty teaching and learning portfolio.	The Head of Department (HoD) provides academic and operational leadership for a specific department within a School, reporting directly to the Associate Dean. This role is responsible for the effective delivery of teaching, research, and community engagement activities, as well as the management of departmental resources and staff.	Head of Department

NUMBER	QUALIFICATION REQUIREMENTS	YEARS OF EXPERIENCE	COMPETENCIES	FUNCTIONAL CATEGORY (WORKING LEVEL DESCRIPTION)	TYPICAL JOB (ADMINISTRA-TIVE POSITIONS)
1	A relevant Doctorate (NQF Level 10) qualification.	Seven (7) years of lecturing experience at the tertiary education level and/or industry experience, or an equivalent combination of relevant professional experience.	Sound research profile including twenty peer-reviewed journals/books/conference proceedings with a Google Scholar h-index of 10 and successful supervision of at least three Master's and one Doctoral (research) students.	Teaching, Learning, Assessment, Community Engagement, Governance, Research.	Professor *Applicants shall satisfy the criteria stipulated in the Policy for the Awarding of Professorship.*

2	A relevant Doctorate (NQF Level 10) qualification.	Seven (7) years of lecturing experience at the tertiary education level and/or industry experience, or an equivalent combination of relevant professional experience.	Sound research profile including twenty peer-reviewed journals/books/conference proceedings with a Google Scholar h-index of 6 and successful supervision of at least three Master's (research) students.	Teaching, Learning, Assessment, Community Engagement, Governance, Research.	Associate Professor *Applicants shall satisfy the criteria stipulated in the Policy for the Awarding of Professorship.*
3	A relevant Doctorate (NQF Level 10) qualification.	Six (6) years of lecturing experience at the tertiary education level and/or industry experience, or an equivalent combination of relevant professional experience.	Excellent English communication skills, both oral and written, with proven competence in successfully sourcing research or project funding from third-party sources, as well as the successful initiation and management of research projects. Experience in curriculum design and development, along with strong management, organisational, and mentorship skills. Ability to teach. Competence in establishing professional networks and maintaining industry connections, along with experience in developing postgraduate programmes, as well as strong management skills and a proven record of raising substantial research funding. A credible record of lecturing, peer-reviewed publications, community	Teaching, Learning, Administration, Community Engagement, Governance, Research.	Senior Lecturer

			engagement, programme coordination, and supervision of students (research) at both under- and post-graduate levels. A sound research profile, with a Google Scholar h-index of 4, and successful supervision of Master's (research) students will be an advantage.		
4	A relevant Master's degree (NQF Level 9) qualification	Four years of lecturing and/or industrial experience and/or an equivalent combination of relevant professional experience.	Excellent English communication skills (oral and written). Competence to teach, establish professional networks and maintain links with the industry, as well as experience in developing undergraduate programmes. A credible record of lecturing, peer-reviewed publications, community engagement, supervision of students (research) at the undergraduate level, as well as a relevant Doctorate, will be an advantage.	Teaching, Learning, Administration, Community Engagement, Research.	Lecturer
5	A relevant Bachelor's (Honours) degree (NQF level 8)	Two years of relevant experience or enrolled for a post-graduate degree.	Excellent English communication skills (oral and written). Competence to teach, establish professional networks and maintain links with the industry, as well as experience in developing undergraduate programmes.	Teaching, Learning, Administration, Community Engagement.	Junior Lecturer

6	A relevant Bachelor's / Master's degree (NQF level 8/9)	Must be prepared to enrol for a Master's/PhD/ Doctoral degree.	Excellent English communication skills (oral and written). Competence to teach, establish professional networks and maintain links with the industry, as well as experience in developing undergraduate programmes.	Teaching, Learning, Assessment, Community Engagement.	Staff Development Fellow
7	A relevant Doctorate (NQF level 10) awarded within the last five years.	Exceptional track record of scientific outputs, including journal articles and conference papers. Creative work shall be considered in relevant professions.	Excellent English communication skills (oral and written). Competence to teach, establish professional networks and maintain links with the industry, as well as experience in developing undergraduate programmes.	Must demonstrate the potential to contribute to the creation of knowledge.	Post-Doctoral Research Fellow

NUMBER	QUALIFICATION REQUIREMENTS	YEARS OF EXPERIENCE	COMPETENCIES	FUNCTIONAL CATEGORY (WORKING LEVEL DESCRIPTION)	TYPICAL JOB (ADMINISTRA-TIVE POSITIONS)
1	A Master's degree (NQF Level 9) in a relevant scientific discipline (e.g., Chemistry, Biology, Physics or a related field).	Eight (8) relevant industry experience or equivalent.	At least three ISO and/or technical training certificates or a diploma in the relevant field.	Laboratory (Practical)	Chief Laboratory Technician

2	A Bachelor (Honours) degree (NQF Level 8) in a relevant scientific discipline (e.g., Biology, Chemistry, Physics, or a related field).	Four (4) years of industrial or related experience.	At least two ISO and/or technical training certificates in the relevant field	Laboratory (Practical)	Senior Laboratory Technician
3	A Bachelor (Honours) degree (NQF Level 8) in a relevant scientific discipline (e.g., Biology, Chemistry, Physics, or a related field).	Two (2) years of relevant industrial or related experience.	ISO training certificate in the relevant field.	Laboratory (Practical)	Laboratory Technician / Technologist
4	A Bachelor's degree (NQF Level 7) in a relevant scientific discipline (e.g., Biology, Chemistry, Physics, or a related field). Previous	Previous experience as a tutor/student assistant.	Good undergraduate achiever with potential for a talent acceleration programme.	Laboratory (Practical)	Laboratory Assistant

NUMBER	QUALIFICATION REQUIREMENTS	YEARS OF EXPERIENCE	COMPETENCIES	FUNCTIONAL CATEGORY (WORKING LEVEL DESCRIPTION)	TYPICAL JOB (ADMINISTRA-TIVE POSITIONS)
1	A relevant Doctorate (NQF level 10) or equivalent qualification. Teaching qualifications such as PGCE, ADE, and HED will be an advantage.	Six years of tertiary experience, of which three years should be as a Lecturer or equivalent. Research experience/publications/conference papers shall be a requirement.	Good track record of accessing research grants and consistently produces peer-reviewed publications each year.	The researcher receives research grants regularly. It is estimated that 35% of their research funds are non-state grants. Participated in more than 4 research grants as Principal Investigators (PIs) and mentored at least 4 staff as PIs.	Senior Researcher
2	A relevant Doctorate (NQF level 10).	Within four (4) years after completing their doctoral degree.		A post-doctoral researcher is expected to be at an early stage of their advanced research career.	Post-Doctoral Researcher
3	A relevant Master's degree (NQF level 9) or an equivalent qualification. Teaching qualification, such as a postgraduate certificate in education (PGCE), an advanced diploma in education (ADE),	Four (4) years of tertiary experience as an Assistant Lecturer and/or industry experience.		Active researchers who publish sporadically in five years. Participated in more than 2 research grants as Principal Investigators (PIs).	Researcher

	higher education degree (HED) will be an advantage.				
4	A Bachelor's degree (NQF Level 8) and registration for a Master's degree. (M+4)	Two years' experience in teaching/tutoring or as a Student Assistant or industry experience.		An employed researcher to assist in academic research as defined in the Workload Policy and Research, Technology, and Innovation Policy. Engage in research but do not generate measurable output in the form of peer-reviewed publications and research projects.	Junior Researcher
5	A three-year Degree or Diploma (NQF Level 7/6). (M+3)	Previous experience as a tutor/student assistant.	Good undergraduate achiever with potential for a talent acceleration programme.	An employed assistant researcher to assist in academic research as stipulated in the Workload and Research, Technology, and Innovation Policy.	Assistant Researcher

5.10 Temporary Replacements of Staff

5.10.1 The duties of a staff member who is away on leave shall normally be absorbed by the relevant Department, School or Section.

5.10.2 The Dean, Bursar, Registrar or Head of Department will have to justify, in writing to the relevant line EXCO, the necessity of a replacement.

5.10.3 Consideration for employing a replacement shall be given only in those instances where tasks of a critical nature cannot be absorbed by other staff members in the respective Department and if the necessary funding is available in the budget of the Department.

5.10.4 A contingency reserve, equivalent to the basic salary of a Senior Lecturer or the administrative equivalent, will be provided annually under the Dean's, Bursar's, Registrar's or Head of Department's budgets. This fund may only be used to address employee challenges of the respective Department.

5.11 Promotion of Staff

5.11.1 NUST shall endeavour to promote deserving staff to vacant senior positions on the approved organisational structure.

5.11.2 The promotion of administrative staff shall be subject to the standard recruitment and selection processes.

5.11.3 The promotion of academic staff shall be recommended by the relevant committee for approval by the Vice-Chancellor.

5.11.4 In order to be eligible for promotion, an employee must comply with all the minimum requirements in respect of qualifications and experience applicable to the particular post.

5.12 Succession Planning and Retention

5.12.1 NUST shall implement and maintain structured succession planning and retention processes to ensure the continuity of critical roles, leadership, and institutional knowledge.

5.12.2 Human Capital, in consultation with line management and executive leadership, shall establish guidelines to identify, develop, and retain talented staff in alignment with the University's strategic goals and workforce needs.

5.13 Ethical Standards in Recruitment, Appointment and Promotion

5.13.1 All recruitment, appointment and promotion processes shall be conducted with integrity, fairness, transparency, objectivity and equal opportunity, using approved, job-related and consistently applied criteria.

5.13.2 Members of selection, appointment and promotion committees, panels and other decision-making structures shall declare any actual, potential or perceived conflict of interest before

participating and shall recuse themselves where the conflict may compromise, or reasonably appear to compromise, impartiality.

5.13.3 NUST prohibits bribery, corruption, nepotism, favouritism, patronage, undue influence, solicitation, manipulation of selection or promotion outcomes, abuse of authority and any other conduct intended to confer an improper advantage. Such conduct shall constitute misconduct or gross misconduct, as applicable, and shall be subject to disciplinary action and, where appropriate, referral to the relevant authority.

5.13.4 Decisions on recruitment, appointment, and promotion shall be based on documented evidence against approved criteria and shall be supported by an auditable record, including the advertisement, shortlist, assessment or scoring records, declarations of interest, panel recommendations, reasons for the decision, and the applicable approval.

5.13.5 NUST shall provide accessible and confidential channels through which applicants and staff may report suspected corruption, conflicts of interest, nepotism, favouritism or other unethical conduct in recruitment, appointment and promotion. Reports shall be handled confidentially, and no person shall suffer victimisation or retaliation for making a report in good faith.

5.13.6 Human Capital shall periodically review recruitment and promotion processes for compliance, fairness, consistency and integrity and shall retain records required for audit, oversight and investigation in accordance with NUST's records management requirements.

5.13.7 Where a selection or promotion process involves a close personal, family, financial, business or other relationship that may create a conflict of interest, the relationship shall be disclosed and managed through recusal or other appropriate controls determined by Human Capital and the relevant approving authority.

5.13.8 No person involved in recruitment, appointment or promotion shall solicit, accept, offer or facilitate any payment, gift, favour, promise or other benefit intended to influence a decision or obtain an improper advantage. Any gift, benefit or hospitality that may create, or appear to create, an obligation or influence shall be dealt with in accordance with NUST's Ethics Policy and applicable institutional requirements.

6. PERFORMANCE MANAGEMENT AND MERIT AWARDS

6.1 Performance Management is a continuous, quantifiable and systematic process aimed to promote employee effectiveness and improve organisational performance by creating an enabling environment and inculcating a high-performance culture intended to:

6.1.1 Align the work performed by employees to the strategic objectives of the University;

6.1.2 Clarify performance requirements for employees;

6.1.3 Identify and understand the causes of underperformance;

6.1.4 Identify learning and development needs so that appropriate support programmes can be implemented to meet these needs;

6.1.5 Serve as a basis for acknowledging and awarding individual performance bonus;

6.1.6 Ensure that the required resources and support are provided to employees to fulfil the performance requirements;

6.1.7 Hold employees accountable for their own performance and individual development plans;

6.1.8 Create an environment in which effective regular performance feedback is encouraged; and

6.1.9 Motivate employees to perform effectively.

6.2 The performance of all permanent staff members and contract appointments exceeding two (2) years shall be evaluated on a bi-annual basis, applying criterion and/or norm referencing depending on the pursued evaluation objectives**.** These criteria must be specific and job-related.

6.3 Staff members who excel in their work and rendering of service to the community, will be recommended by their respective Departments, Centres and Faculties for promotion, salary increases, lump-sum cash incentives, commendation or for various other honours awarded by NUST. There must be a clear relationship between merit awards or raises and meritorious performance.

6.4 The performance evaluation is not limited to superior-subordinate appraisal, but may include 360-degree appraisal and benchmark, or external evaluation.

6.5 The appraisal of an employee's performance may be carried out by more than one party. (Employee's superiors, peers, subordinates, students, the employee her/himself or external bodies.)

6.6 The selection of an appraiser, or the combination of appraisers, will be appropriate for the post being evaluated and to the purpose of the appraisal.

7. STAFF DEVELOPMENT AND TRAINING

7.1 Introduction

7.1.1 The Council supports the continuous development of staff members to keep pace with technological and appropriate changes in their fields of work and increased global and domestic competition, which necessitates competitive strategies.

7.1.2 The human capital development framework shall be made up of career development, skills training, and competency-based vocational education coupled with organisational development initiatives aimed at improving individual, departmental and organisational effectiveness and efficiency.

7.1.3 The development/training focus shall be on the competencies required for effective and efficient job performance (knowledge, skills and behaviours).

7.1.4 All staff have access to human capital development within the context of identified departmental, institutional, and individual needs or requirements, provided these falls within the limits of available funds.

7.1.5 Responsibility for human capital development resides with both the employer and the employee. NUST shall provide an environment conducive to human capital development and resources to enable members of staff to pursue advanced degrees and diplomas in work-related fields.

7.1.6 Every head of a department or section is accountable for identifying development or training needs and ensuring that their staff receive appropriate development or training opportunities.

7.1.7 The Council may instruct any staff member at any time to undergo education or training or further education or training.

7.2 Scope and Application of Staff Development

7.2.1 The following employees are eligible to compete for the award of a Staff Development Scholarship (SDS):

Namibian citizens and permanent residents who are appointed on a permanent full-time basis and who have successfully completed probation.

7.3 Staff Development Investment (SDI)

7.3.1 All permanent members of staff, and contract appointments exceeding one (1) year, both administrative and academic, may apply for Staff Development Investment for external or internal extra-curricular courses lasting for no longer than the equivalent of three months of continuous studies (e.g., computer and English language courses). The intended study should be relevant to the employee's job situation and a training need within NUST and aimed at improving the employee's competence to the benefit of both the employee and NUST.

7.3.2 Staff members who wish to undertake studies at NUST itself or at the University of Namibia may receive SDI only to purchase books and materials but must attach proof of purchase and the prescribed books list of the institution for refunding purposes.

7.3.3 Staff members shall not simultaneously study on a full-time basis at any other tertiary institution if they have been registered either at NUST or at the University of Namibia or at any other institution. Any registration for additional courses shall be approved by Council.

7.4 Award of Staff Development Scholarship (SDS)

7.4.1 The relevance of the study to institutional and national needs will condition the granting of the award. A higher priority will be accorded to programmes which show greater promise towards generating the biggest impact in the upliftment of the quality of life in the Namibian society, on sustainable economic development and environmental conservation.

7.4.2 SDS will be awarded solely at the discretion of the Council. Strict selection criteria will be applied. Staff members who have distinguished themselves through exceptionally meritorious work performance and an excellent academic record, will be considered.

7.4.3 SDS may be awarded with pay as agreed upon for studies both at institutions in Namibia or abroad, undertaken on full-time, part-time or distance learning mode.

7.4.4 Where the course undertaken will necessitate continuous study over a period, study leave with full pay may be approved as necessary. No leave shall accrue to the staff member during a period of absence on a staff development programme with full pay.

7.5 Assistance from other Institutions or Organisations

7.5.1 SDS may be granted for a specific period, within which the studies must be completed. During this period a member of staff who is already receiving SDA or SDS is not allowed or entitled to receive further financial assistance from any other institution or organisation, unless it can be proved**,** beyond doubt, that the amount allocated by NUST is not enough to cover *bona-fide* expenses.

7.5.2 A supplementary SDS may be granted to a staff member who receives financial assistance from any other institution or organisation, if s/he can prove, beyond doubt, that the amount received is not enough to cover all *bona-fide* expenses.

7.6 Duration of Staff Development Scholarship (SDS)

SDS may be awarded once for a particular qualification and should cover the duration of the study. The study period will be as follows:

Qualification	Full-time	Part-time
B.Tech/Hons (post diploma)	1 year	4 years
Master's Degree or equivalent	2 years	5 years
Doctor's Degree or equivalent	3 years	6 years

7.6.1 Should an employee fail to complete her/his studies within the above stipulated study period or suspend her/his studies or terminate service at NUST before successful completion of the studies, s/he shall be required to pay back all monies (remuneration included) relating to the SDS paid out to her/him at current market-related interest rates.

7.6.2 Interest shall be calculated at the prime overdraft rate applicable at the time when the monies are due and payable and effective from the date of payment of the SDS by NUST and compounded on the last day of each year. This calculation of interest shall apply *mutatis mutandis* throughout the Human Capital Code.

7.6.3 All employees who receive SDS must submit a progress report on an annual basis to the Organisational Development and Learning section. Failing to do so may result in the cancellation and repayment of financial aid received at current market-related interest rates.

7.6.4 An employee who has been on SDS-leave with full pay, will be expected to work for the institution for a period equal to the period of study or as stipulated in her/his SDS- contract, or repay the amount/ remuneration received, at the full or a pro-rata portion repayment on termination of service at current market-related interest rates.

7.7 Staff Development Loans

7.7.1 Assistance with study costs for staff members who do not qualify for SDS will be considered upon application. An interest-free loan covering the whole or part of the study fees for approved, work-related courses or programmes may be granted on the recommendation of the Bursar/Registrar/ Dean/Director/Manager and upon approval by the relevant line-EXCO.

7.7.2 Repayment shall start immediately after the study fees have been paid to the educational institution concerned.

7.7.3 These study loans are granted on a year-to-year basis. Before a loan for the following study year is paid, the staff member shall settle the preceding year's loan debt.

7.8 Grants for the Attendance of Congresses, Seminars, Symposiums or Study Programmes Abroad

7.8.1 NUST and its staff can benefit from staff exposure to the latest developments, ideas or trends in education, training and technology. Management, within budget constraints, will budget annually for such study grants for permanent staff members.

7.8.2 NUST must benefit directly from such visits, which shall be approved by the Vice-Chancellor upon recommendation by the Dean/Head of Department/Section after a need has been established in terms of identified individual or organisational development requirements.

7.8.3 Preference will be given to staff members who will be actively involved (facilitator, presenter) in the study programme, congress, conference, seminar, symposiums or workshop, and who have the potential and the ability to share their newly derived knowledge with their colleagues and other sectors of the education system and industry.

7.8.4 Every staff member will present a report of her/his congress, conference, seminar, symposium or study programme experience, abroad within one (1) month after attending the congress, conference or study programme to the respective Line Manager of the Department. If departments or Faculties find it necessary to send more than one staff member to the same event, a motivation must be submitted to the relevant EXCO line member.

7.8.5 A staff member who receives such a grant will remain in the service of NUST for twelve (12) months after return. If s/he fails to honour this agreement s/he will have to repay the grant on a pro-rata basis at market-related interest rates.

7.9 Special Leave for Attendance of Conferences, Congresses, Seminars, Symposiums or Workshops, Short-term Industrial or Technological Practice or Secondment or Staff Exchange/Mobility.

7.9.1 Attendance of approved local congresses and seminars, which are NUST, education, industry, and work-related, will be regarded as special leave.

7.9.2 Attendance of such congresses, seminars or activities for private purposes will be regarded as leave taken.

7.9.3 The Vice-Chancellor, Deputy Vice-Chancellor(s), Registrar, Bursar, Dean or Head of Department shall determine the status of a local congress, seminar, symposium or workshop.

7.9.4 The Council expects from every staff member to keep up with the latest developments in technology in her/his field of study and to broaden her/his practical experience.

7.9.5 Special leave will be granted to permanent staff members subject to the approval of the Line EXCO on the recommendation of the Dean, Bursar, Registrar or Head of Department. All applications for Special Leave involving travel outside Namibia shall be accompanied by a fully completed, signed and approved International Travel Authorisation (ITA) Form, together with relevant supporting documentation relating to the conference, seminar, workshop, meeting, or other official event for which the leave is requested.

7.9.6 Special leave for industrial practice experience locally or abroad shall not be granted for more than fifty (50) working days on a day-for-day basis (*Vide*: Section 9.20.2.1). A temporary replacement may be made in accordance with Section 6.11.

7.9.7 Before special leave referred to in this paragraph is granted to an employee, s/he shall give a written undertaking to the Council in which s/he commits her/himself to work for a period as determined by Council for NUST after completion of the period of practical experience in the industry. If s/he fails to honour the agreement, s/he will have to repay the total costs for the days of special leave granted at market-related interest rates.

7.9.8 Staff members placed in the industry remain in the full-time employment of NUST with all the rules and regulations applicable.

7.9.9 The control over the relevance and quality of the practical experience rests with the Head of the Department/Section.

7.9.10 The staff member who was granted special leave will compile a written report to the Head of Department/Section within one (1) month after completion and s/he will transfer the knowledge and skills obtained to her/his colleagues.

7.10 Financial Aid for Research

The Council may, subject to agreed-upon conditions, consider providing financial aid to a full-time, permanent staff member to undertake research in the institutional or national interest, in accordance with the Research Technology and Innovation policy and guidelines and the Research Ethics policy and guidelines.

8. REMUNERATION AND BENEFITS

i) NUST follows a Total-Cost-to-Employer remuneration policy for academic staff and administrative staff from JG1 to JG-6.

ii) Included in the Total-Cost-To-Employer package of each employee are the following earnings, allowances and company contributions:

a) Basic Salary
b) Housing Allowances
c) Annual Bonus (13th cheque)
d) Pension Fund
e) Medical Scheme

f) Transport Allowance
g) Vehicle Allowance (JG 1-3)

iii) Employees will be allowed to structure their packages, considering their individual needs, within the following guidelines:

a) Structuring and restructuring may only occur upon annual increases or upon appointment or promotion: The "basic salary" should never be decreased, as this could lead to a salary sacrifice attack by the Directorate of Inland Revenue. (Section 95 of the Income Tax Act 24 of 1981, as amended).

b) The remuneration package as negotiated at the beginning of a term cannot be changed and will remain the same even if allowances (medical aid contributions) and loans increase during the year.

iv) Three cornerstones provide the limits to ensure a disciplined remuneration policy:

a) Job Evaluation
b) Performance Appraisal
c) Salary Scales

v) Job Evaluation

a) Job evaluation is the technique used for establishing job grades and to provide a framework for the salary structure of all staff members.

b) NUST uses the Peromnes Job Evaluation system, which evaluates and classifies all posts in one of 19 groups. NUST has reduced the job grades to 16 groups.

c) The Peromnes system measures the points and degree of accountability, complexity and responsibility of jobs in NUST and provides the basis for determining salary ranges for all job grades through the application of a remuneration model.

d) The Job Evaluation system used will be applied logically and systematically and endeavours to be as fair and equitable as possible.

8.1 Remuneration Package and Salary Scale

8.1.1 The remuneration package and salary range of all post levels shall be approved by the Council after a scientific market benchmarking.

8.1.2 No staff member may claim as a right any additional remuneration in respect of any official duty or work which is performed or is required by a head of an organisational component to be performed by her/him during normal working hours in addition to her/his ordinary official duties of work.

8.2 Assumption of Duty: Date of Commencement of Salary

A salary shall be paid to every person appointed, whether permanently or temporarily, in accordance with the approved staff structure of NUST, with effect from the date of assumption of duty up to and including the date of termination of service.

8.3 Payment of Salary

8.3.1 The salary of each staff member shall be paid monthly (on the 15th day of each month) into her/his account at a bank or other financial institution.

8.3.2 The salary of a part-time staff member shall be paid monthly (last day of a month) into her/his account at a bank or other financial Institution.

8.3.3 It is the responsibility of the staff member, however, to furnish the name of such institution and her/his account number to the Human Capital Department.

8.4 Automatic Salary Progression

8.4.1 Permanent employees and employees on full-time fixed-term contracts of four (4) years or longer shall progress by one notch on the applicable salary scale every three (3) years, effective at the beginning of the academic financial year (January), subject to the successful completion of a performance appraisal and the availability of funds.

8.4.2 Progression shall continue until the employee reaches the maximum point of the applicable salary scale, after which no further automatic progression shall apply.

8.5 Notch Increases for Improved Qualifications

8.5.1 Members of staff are eligible for a one-notch increase on obtaining a first vertical, higher qualification equivalent to at least M + 3 and directly related to their professional field. The staff member will not be eligible for a notch increase on obtaining a second vertical, higher qualification equivalent to at least M + 3 and directly related to their professional field.

8.5.2 A staff member will be granted two notches for a first Master's and three notches for a PhD and Doctoral Degree in her/his professional field. The staff member will not be eligible for a notch increase on obtaining a second Bachelor's degree, Master's or Doctoral Degree in one's professional field.

8.5.3 Such a salary adjustment will be made at the beginning of the month in which written proof of the completion of the relevant qualification has been submitted.

8.5.4 A staff member who was registered for a qualification on/before her/his appointment will not receive a notch increase for obtaining the qualification s/he was registered for at the date of her/his appointment. A staff member at the top of their salary scale shall not receive any notch increase upon obtaining a higher vertical qualification. S/he shall receive an achievement bonus of once (1x) her/his present maximum annual salary increment for an M + 4-qualification, twice (2x) her/his present maximum salary increment for a Master's Degree, and thrice (3x) for a Doctoral Degree.

8.5.5 In case a staff member is on the second last notch of his/her salary scale and qualifies for two or more notch increases, the staff member will receive a salary increase of one notch, with the difference being awarded as a pro-rated, once-off achievement bonus.

8.5.6 If a staff member receives a salary which is on a personal scale, he/she will receive a once-off bonus on the job grade of the position he/she is appointed to.

8.6 Basic Salary

8.6.1 The basic salary shall comprise a minimum of 25% of the employees' Total-Cost-To-Employer package. The full earnings are subject to Pay-As-You-Earn taxation.

8.6.2 When employees restructure their remuneration packages, the basic salary may under no circumstances be reduced ("salary sacrifice").

8.7 Deductions

8.7.1 Only such salary deductions obligatory by law, or authorised by the Council, or which the staff member consented to in writing in favour of NUST, shall be effected.

8.7.2 If the staff member owes NUST money, the institution shall deduct the amount from the salary in accordance with section 12 of the Labour Act of 2007.

8.8 Annual Bonus (13th Cheque)

8.8.1 The annual bonus forms part of the employees' remuneration package.

8.8.2 The annual bonus shall be paid in the calendar month in which the staff member celebrates her/his birthday.

8.8.3 During the first or last year of a staff member's appointment, the annual bonuses shall be payable on a *pro-rata* basis, i.e., for the period from the date of appointment to the anniversary of the birthday.

8.8.4 Any period of leave without pay granted during the twelve months preceding the payment date of the annual bonus, exceeding ten (10) consecutive working days per month, shall be considered in determining the amount of the bonus on a *pro-rata* basis.

8.9 Pension Fund

8.9.1 Compulsory Membership - Contributory Plan

A staff member appointed on a permanent full-time basis shall become a member of the Pension Fund.

8.9.1.1 All pension matters are governed by the rules of the Pension Fund.

8.9.1.2 The management, administration and control of the Pension Fund are vested in a Board of Trustees.

8.9.2 Contributions

The contributions of NUST to the fund shall be as determined by the Council from time to time.

8.9.3 Contributions During Leave Without Pay

When a member of the Pension Fund is absent on leave without pay with the consent of the Council, s/he must pay her/his own as well as NUST's contribution to the Fund for the full period of leave without pay if s/he wishes to continue with contributions.

8.9.4 Suspension of Membership

8.9.4.1 If, during a period of leave without pay, a member of the Fund chooses not to make any contributions, and where applicable, the contributions of NUST, s/he may apply for suspension of membership during such period of leave without pay. On resumption of duties, s/he need not reapply for membership.

8.9.4.1 During such a period of suspended contributions, no benefits will accrue or be available to a staff member.

8.9.5 Increase of Pension Contributions

8.9.5.1 A member may make additional voluntary contributions subject to the rules of the Pension Fund.

8.9.5.2 Such changes can only be made on the 1st of January each year.

8.9.5.3 The Human Capital Department shall assist a member if s/he considers taking such a step.

8.10 Medical Scheme

8.10.1 Compulsory Membership

8.10.1.1 Monthly contributions to a medical scheme(s) as approved by Council from time to time.

8.10.1.2 Membership of the scheme is compulsory for all permanent staff members earning more than a specified minimum salary per year, unless her/his spouse is a member of another medical scheme. In such a case, the staff member may elect to be registered as a dependant under the spouse's scheme.

8.10.1.3 If a married staff member and her/his dependants are not entitled to benefits in respect of a spouse's medical scheme, s/he may apply for membership of the underwritten medical aid scheme.

8.10.1.4 Staff members earning the specified minimum per year or less may request voluntary membership, but if accepted, may not relinquish membership.

8.10.1.5 Staff members are advised to take a medical aid option in line with their financial standing.

8.10.1.6 Contribution towards Medical Aid shall be 80% for the Employer and 20% for the Employee for all eligible employees.

8.10.1.7 Staff members appointed on contract exceeding twelve (12) months shall have a choice regarding membership of the underwritten medical aid under the same conditions as the permanent staff members, if they join the fund on the date of appointment.

8.10.1.8 If they join at any later date, they may only start claiming after a waiting period of three months.

8.10.1.9 The medical scheme is governed by the rules of the particular scheme approved by Council.

8.10.2 Contributions during leave without pay

The provisions of paragraph 9.8.3 shall apply *mutatis mutandis*.

8.10.3 Suspension of Membership

If, during a period of leave without pay, a staff member is unwilling or unable to pay her/his own contributions and, where applicable, those of NUST, s/he may apply for suspension of membership during such period of leave without pay. On resumption of duties, s/he need not reapply for membership.

8.10.4 Contributions During Leave Without Pay for Study or Research Purposes

The provisions of paragraph 9.8.3 shall apply *mutatis mutandis*.

8.11 Allowances

Allowances will be paid to members of staff, as appropriate, at such rates as determined by Council from time to time.

8.11.1 Travel and Subsistence Allowances

8.11.1.1 Travel and subsistence allowances, as determined by the Council, shall be paid to staff or Council members who must travel in the interest of NUST, where the member's time is fully and wholly occupied with NUST business.

8.11.1.2 Travel of any staff member is subject to approval by the relevant Head of Department. Travel outside of Namibia is approved by the Vice-Chancellor, whose travel is approved by the Chairperson of Council.

8.11.1.3 Travel undertaken for sport club activities shall not qualify for Travel and Subsistence Allowance.

8.11.2 Passage

8.11.2.1 **Namibian Citizens**

Namibian citizens under full-time permanent appointment shall be entitled to:

8.11.2.1.1 **Passage Cost**

A free passage, as determined by the Council from time to time, from the place of recruitment to the duty station for the staff member and her/his family, is payable by the institution upon appointment. The passage cost shall be repayable by the staff member on a *pro rata* basis, at market-related interest rates if s/he resigns before successful completion of probation.

8.11.2.1.2 **Cartage/Baggage Cost of Household Goods**

(i) Cartage/Baggage cost is payable up to a maximum, as determined by Council from time to time. The passage and cartage/baggage cost shall be repaid by the appointee on a *pro-rata* basis at market-related interest rates, if s/he resigns before the successful completion of probation.

(ii) Namibian citizens on long-term contract appointment shall be entitled to cartage and baggage costs as determined by Council from time to time. Upon termination of the contract by the employer or the employee before the expiry date or before completion of three (3) years of service, the employee will repay the cartage costs incurred upon appointment on a pro rata basis at market-related interest rates.

(iii) Namibians who have permanent residences outside Namibia may receive cartage cost only for inbound goods on terms which are similar to those of expatriate staff.

8.11.2.2 **Expatriate staff and Contract Namibian staff**

(i) **Passage Cost**

On the first appointment, the staff member and her/his family shall be entitled to free passage, at the beginning of the contract and within 30 (thirty) days after the end of the contract, and the amount and manner will be as agreed with the Vice-Chancellor and on presentation of proof of passage, in the form as determined by Council. The passage cost shall be repayable by the staff member on a *pro rata basis at market-related interest rates if s/he resigns before the successful completion of the probation period, whichever applies*.

(ii) **Cartage/baggage cost of household goods**

Expatriate staff shall be entitled to cartage/baggage cost in terms of either excess baggage by air, or tonnage by sea, on appointment as well as at the end of a non-extended employment contract. The baggage/cartage must be shipped out to the place of origin within 30 (thirty) days after termination of the contract, and the amount and manner will be as agreed with the Vice-Chancellor and on presentation of proof of passage, in a form determined by Council. The actual amounts shall be determined by Council from time to time.

(iii) The cartage/baggage cost shall be repayable by the staff member on a pro -rata basis, at market-related interest rates if s/he resigns before expiry of the contract.

8.11.3 Resettlement Allowance

A resettlement allowance, as determined by Council from time to time, may be paid to persons appointed from outside the boundaries of Namibia. The resettlement allowance shall be repayable by the staff member on a *pro rata basis at market-related interest rates if s/he resigns before the expiry of the contract or the successful completion of probation,* whichever is applicable.

8.11.4 Acting Allowance

8.11.4.1 Qualified staff members acting in a higher capacity for a continuous period exceeding one (1) month, subject to approval as provided for in the NUST Delegation of Decision-Making Authority Framework, shall receive a non-pensionable acting allowance.

8.11.4.2 The acting allowance shall be calculated at 25% on the minimum basic notch of the higher job grade. Acting in a higher position shall not exceed six (6) months. An extension of a further six (6) months may be considered in exceptional circumstances, except for appointment by Council.

8.11.4.3 To ensure fairness, acting appointments will be rotated. No staff member shall serve in an acting capacity for more than six (6) months. If the acting period must continue, another staff member will be appointed to act in the position.

8.11.4.4 The position in which the employee acts must be graded at a higher level than the employee's job for the employee to receive an acting allowance. No staff shall act in a position lower than her/his current job grade.

8.11.4.5 The acting allowance will only be paid if the incumbent can assume the full accountability, responsibilities and requirements of the position or job.

8.11.4.6 The acting allowance is added to the incumbent's monthly salary, but is not considered for pension, bonus or other benefits.

8.11.4.7 Advertising and recruitment for the position should occur within these six months, after which the post should be filled.

8.11.5 Additional Work Allowance

8.11.5.1 Staff members who are doing additional work, subject to approval as provided for in the Delegation of Authority Decision-Making Framework, shall receive a non-pensionable additional work allowance.

8.11.5.2 Additional Work Allowance shall be calculated at 25% on the minimum basic notch of the current job grade.

8.11.6 Head(s) of Department Allowance

Head(s) of Departments shall receive a non-pensionable allowance as determined by the Vice-Chancellor from time to time.

8.11.7 Mileage and Vehicle Expense Reimbursement

A vehicle mileage claim may be paid to a staff member who is authorised to use private transport, or other means of transport, on official duties. A tariff per kilometre, as approved by Council, will be applicable, provided that the total expenditure attached to the use of the said transport does not exceed that which the Council would have paid if NUST or public transport were used.

8.11.8 Transport Allowance

All permanently and full-time administrative staff employed for a period of one (1) year or longer, ranging from JG 7-15, are entitled to a transport allowance as determined and approved by Council from time to time.

8.11.9 Daily Subsistence Allowance

8.11.9.1 A daily subsistence allowance (DSA) may be paid to any staff member who travels within or outside the borders of Namibia in the performance of her/his duties. The actual amount and the conditions will be determined by the NUST Travel Policy and Procedures.

8.11.9.2 Where the trip encompasses a period on private matters, no claim may be made in respect of that period.

8.11.10 Scarcity Allowance

8.11.10.1 The remuneration package and salary range of all post levels shall be approved by the Council after a scientific market benchmarking.

8.11.10.2 Any staff member or suitable candidate of exceptional ability or possessing a critical or scarce skill/expertise may be paid a scarcity allowance, subject to the approval of the Vice-Chancellor.

8.11.10.3 The classification of a skill/expertise as critical or scarce shall be reviewed annually by the Deputy Vice-Chancellor: Human Capital and Student Services to determine whether the skill/expertise remains critical or scarce.

8.11.10.4 The scarcity allowance shall cease when the relevant skill/expertise is no longer regarded as critical or scarce.

8.11.10.5 A one-month notice of discontinuation shall be communicated to the affected staff member.

8.11.11 Housing Allowances

8.11.11.1 A housing allowance may be paid to employees as part of their remuneration package, whether under the housing loan scheme or not.

8.11.12 Collateral on Housing Loan: First-Home-Owner's Loan

8.11.12.1 The collateral amount shall be calculated at 20% of the approved housing qualifying amount and the approved housing scheme of the Council.

8.11.12.2 The Council shall provide the collateral required by the financial institutions providing home loans in the form of a written guarantee. The full amount of the loan must be obtained by the staff member from an approved financial institution. In the case of a married couple who is employed by NUST, only one party shall qualify to participate in the collateral scheme.

8.11.12.3 Collateral will only be considered for the purchase of a house/flat for personal occupation.

8.11.12.4 A home acquired through the loan scheme may not be let. An employee may sell the home s/he has acquired under the housing scheme and be granted a second home loan to acquire a new home: provided that the profit realised shall be utilised as part payment towards the new home. This concession shall be granted only once.

8.11.12.5 The exact amount will be determined by Council.

8.12 Stated Benefit Insurance

Insurance coverage is available for all staff members. The cover currently comprises the following benefits:

8.12.1.1 Death
8.12.1.2 Permanent disability
8.12.1.3 Medical costs up to a pre-determined amount

8.13 Remission of Study Fees

8.13.1 Staff members on permanent appointment and full-time contract appointments of four years or longer, and their spouses and dependent children who are not employed and not funded, shall be exempted from paying tuition fees for any programme of study at **NUST**, subject to conditions determined by the Council.

8.13.2 Staff members on permanent appointment and full-time contract appointments of four years or longer, and their spouses and dependent children who are not employed and not funded, shall be exempted from paying tuition fees for only the Undergraduate programme of study at **UNAM**, subject to conditions determined by the Council.

8.13.3 When a course or subject must be repeated, the total class fees for the failed subject(s) shall be paid by the member of staff.

8.13.4 The staff member shall pay the registration fee for all courses.

8.13.5 It is an expressed condition of approval of reduced fees that, should a staff member leave the employ of NUST during the progress of the course, the staff member will be responsible for the payment of a proportion of the full class fees calculated from the date of termination of service.

8.13.6 Staff members employed in the Examination Department will not be allowed to register for any formal programmes at NUST. They will, however, be granted financial assistance for relevant, work-related further studies at other recognised tertiary institutions with the approval of the Vice-Chancellor.

8.13.7 All staff studying at NUST or UNAM must enter into an agreement with the institution. This agreement shall stipulate the period during which staff must serve the institution after completing their studies/courses.

8.13.8 Should an employee suspend her/his studies or terminate service at NUST before the stipulated period of service has expired, s/he shall be held responsible for the *pro-rata* repayment of the total costs incurred by NUST.

8.14 Transfer of Study Obligations

A newly appointed permanent staff member may apply to the Vice-Chancellor for the transfer of her/his study obligations from her/his previous employer. The transfer of such obligations will be on merit and shall be subject to the following conditions:

8.14.1 Only those study obligations in respect of completed, appropriate/relevant degrees/diplomas may be transferred.

8.14.2 Study obligations up to a specified maximum amount, as determined by the Vice-Chancellor, may be taken over.

8.14.3 If NUST takes over the study obligations of a staff member, s/he must enter a contract with NUST, whereupon her/his debt shall be reduced by an amount as determined per annum for every completed year of satisfactory service that s/he renders.

8.14.4 The staff member furthermore undertakes to immediately pay the outstanding balance at market-related interest rates to NUST if s/he terminates her/his contract of service before NUST can recover the full amount of study debt.

8.15 Membership of Professional Organisations

8.15.1 Entrance fees for admission to professional bodies and membership fees are for the personal account of the staff member.

8.15.2 NUST will refund the annual subscriptions of staff members who are elected to the Executive Management Committee of a professional organisation.

8.15.3 NUST will fund its annual subscription for corporate membership of appropriate professional bodies.

8.16 Leave and Leave Gratuities

8.16.1 Accumulative Leave

Accumulative leave is that part of leave which may be carried forward at the end of a leave cycle to accumulate for future use.

8.16.1.1 Accrual of Accumulative Leave

8.16.1.1.1 Accumulative leave shall accrue in respect of every completed calendar month of service at one-twelfth of the number of days applicable to the staff member concerned.

JOB GRADE	ALLOCATED ACCUMULATIVE LEAVE PER ANNUM
Academic Staff	16
1 – 4	16
5 – 8	14
9 – 15	12

8.16.1.1.2 Accumulative leave may not exceed one hundred and twenty (120) working days. Upon termination of service, a maximum of one hundred and twenty (120) accumulated working days of annual leave shall be eligible for encashment.

8.16.1.1.3 Staff members appointed after the approval of this Code may not accumulate more than ninety (90) working days of annual leave. Upon termination of service, only a maximum of ninety (90) accumulated working days of annual leave shall be eligible for encashment.

8.16.1.1.4 All leave of whatever nature, with full or half pay, shall count for the purpose of leave accrual.

8.16.1.1.5 Leave accruing in terms of this provision will not be credited to an employee before s/he resumes duties after her/his absence on leave.

8.16.1.1.6 Leave accruing during authorised leave may not be taken in advance, unless a special arrangement is made.

8.16.1.1.7 If leave without remuneration of twelve (12) consecutive working days or more is granted in any calendar month, the month in which such leave without pay occurs must not be regarded as service for the purpose of accruing leave.

8.16.1.1.8 The leave cycle of such an employee must be extended by the number of months for which no accumulative leave has been accrued.

8.16.1.1.9 When a leave cycle is extended, it must be recorded on the leave record of the employee.

8.16.1.2 Encashment of Accumulative Leave

8.16.1.2.1 Permanent staff members shall be eligible to encash accumulated annual leave only for the payment of their own tuition fees.

8.16.1.2.2 The monetary value of leave encashed will be calculated on the salary of the staff member on the day of approval of the application. Any salary adjustments, and/or increases effected after the encashment will have no impact on the already encashed monies.

8.16.1.3 Granting of Leave

8.16.1.3.1 The granting of leave shall be subject to the approval by the delegated authority on the recommendation of the line manager. The granting of leave of absence of the Vice-Chancellor shall be subject to the approval of Council.

8.16.1.3.2 Accumulative leave shall be applied for online (Leave iEnabler) one (1) week before the start of the intended leave. Shorter application notices may be approved by the delegated authority in cases of emergency or unforeseen circumstances.

8.16.1.3.3 Academic members of the staff in the teaching component should not take accumulative leave during teaching terms. They should take a long leave (accumulative leave) that spans at least one academic term.

8.16.1.3.4 Three (3) years shall expire after appointment or a previous term of long leave, before an academic staff member may qualify for long leave (accumulative leave) again.

8.16.1.3.5 Academic members of the staff in the teaching component remain on duty during a recess, and are expected to engage themselves in:

(i) The planning or reviewing of the courses they teach;
(ii) The compilation of new curricula, courses and syllabi;
(iii) Research;
(iv) Community Service; and
(v) Be available for meetings or any other academic business if required.

8.16.1.3.6 If an academic staff member wishes to be absent from his/her duty station for the purpose of private business or leave during these recesses, an application for leave must be submitted on the Leave iEnabler.

8.16.2 Annual Leave

8.16.2.1 Annual leave is the provision that accrues proportionally per month to a specified number of working days per cycle as stipulated by the Labour Act.

8.16.2.2 Annual leave is leave that Council is obliged by law to grant an employee. The annual leave entitlement shall form part of the University's Institutional closure periods and shall be scheduled and reflected in the approved Academic Calendar. Annual leave for administrative staff members, including Deans, Laboratory Technicians, academic Secretaries, Research and Technical Support staff, shall be taken during the designated Institutional closure periods and shall not be applied for separately during the year.

8.16.2.3 Annual leave/end-of-year vacation: 20 working days. The Institution will close for fifteen (15) working days during December/January and five (5) working days in May/June. This closure applies to all staff members, and the days will be deducted automatically from each staff member's annual leave credit. The period from 24th December until 1st January shall not be deducted from the leave credit of a staff member.

8.16.2.4 The teaching component of NUST shall be closed annually from the end of official academic operations as indicated in the academic calendar until the commencement of official academic operations in the following academic year, when Lecturers must resume office duties.

8.16.2.5 Academic members of staff need not apply for annual leave. This leave forms part of the leave entitlement stipulated by the Labour Act.

8.16.3 Pre-Retirement Leave

Any accumulated leave accrued by a staff member who wishes to retire may be taken as leave prior to the retirement: provided that such leave does not coincide with the actual day of retirement and that at least ninety (90) calendar days' notice is given of such application for the utilisation of accumulated leave before proceeding on retirement.

8.16.4 Bonus Leave

8.16.4.1 After every completed term of five (5) years of continuous, meritorious service, a non-recurrent number of working days shall be granted to a permanent staff member in the administrative staff component as bonus leave. If a staff member was issued a final written warning during this period, the staff member will be eligible for the bonus only after the final written warning expires.

8.16.4.2 Administrative staff members appointed on Job Grade 1 and 2 shall receive bonus leave on a *pro-rata* basis at the end of their contracts, if they have fully served the initial five-year period.

8.16.4.3 Non-Namibian administrative staff members who have been in service for five continuous years shall receive bonus leave at the end of a five-year period. An additional period of less than five years shall not qualify for bonus leave.

8.16.4.4 The bonus leave shall be allocated as follows:

8.16.4.4.1 All permanent administrative staff members in Job Grades 1–15 will be eligible for a maximum of 45 working days upon approval of the revised Human Capital Code.

8.16.4.4.2 The maximum accumulative working days accrued shall not exceed 90 working days.

8.16.4.4.3 Bonus leave days are not equal to actual, fully remunerated leave days.

8.16.4.4.4 Bonus leave can be converted into cash. The calculation of the amount payable will be based on the staff member's full remuneration package, excluding. Pension, medical aid and social security. A staff member may request encashment of at least 50% of accrued bonus leave. A request for encashment may be filed once a year after accrual of such bonus leave.

8.16.4.4.5 Upon termination of an employee's service, the encashment of the bonus leave part of the leave credit shall be based on the full remuneration package, excluding pension, medical aid, and social security.

8.16.4.4.6 Staff members appointed on JG 1-2 before the approval of the revised HC Code shall retain the bonus leave benefits as follows:

Job grades	Bonus leave	Maximum Accumulative
1-2	70 working days	180 working days

8.16.4.4.7 The bonus leave cycle of staff members who were permanently employed on 31 December 1988 commenced on 1 January 1989.

8.16.4.4.8 The bonus leave cycle of all staff members appointed on or after 1 January 1989 commences on their first day of service.

8.16.5 Transfer of Leave Credits

Council shall under no circumstances accept the transfer of any leave credits which a prospective new staff member may have accumulated in the service of a previous employer.

8.16.6 Leave for Study and Research Purposes

8.16.6.1 Conditions

In granting leave for study purposes locally or abroad, the following conditions shall pertain:

8.16.6.1.1 Before study leave of any kind is approved, the staff member must provide proof of admission to a tertiary institution that meets the approval of the Council.

8.16.6.1.2 Study leave will only be granted to permanent staff members for the purpose of study/research towards a formal qualification or a research project in the national or institutional interest approved by Council.

8.16.6.1.3 Staff members who wish to make use of study leave must have successfully completed the probation period and, in addition, have a minimum of sixty (60) working days accumulated leave to their credit.

8.16.6.1.4 Under special circumstances, the Council may consider applications for study leave before completion of the probation period.

8.16.6.1.5 The staff member shall conclude an undertaking with the Council, in terms of which s/he shall undertake to remain in the service of the Council for a period equal to the period of study leave which was granted to her/him after the completion of her/his studies or as stipulated in the approved Staff Development Agreement. Provided that the period of leave granted for study purposes should not exceed one year. Exceptions are subject to approval by the Council.

8.16.6.1.6 If a staff member is in default of meeting her/his study undertaking in full or in part, s/he shall be held responsible for the full or a *pro-rata* portion repayment of the total costs, whichever may be applicable, at market-related interest rates. Interest shall be calculated at the prime

overdraft rate applicable at the time the monies are due and payable, effective from the date of payment of the SDS by NUST and compounded on the last day of each year.

8.16.6.2 Granting of Study Leave

8.16.6.2.1 Study leave shall be granted to members of staff undertaking a qualification which is directly related to their professional field.

8.16.6.2.2 Study leave is granted for the purpose of study/research leading to a Grade 12 certificate or a first degree/diploma or a postgraduate degree/diploma or a qualification resulting in an acceptable/formal certification, where admittance to a staff development programme may not be possible or appropriate, and for a post-doctorate qualification.

8.16.6.2.3 Paid study leave shall be granted with the understanding that the staff member will be required to rework or make up an equivalent period taken as study leave upon return.

8.16.6.2.4 Paid study leave may be granted for a maximum of one (1) year, with the possibility of a further one-year extension on half pay. Staff members will be required to work back the number of days specified in the approved Staff Development Agreement.

8.16.6.2.5 Study leave shall be granted on a day-for-day basis. For every day of accumulative leave with full pay accruing to the staff member, one additional day of study leave with full pay may be granted, or, at her/his written request, two (2) days of study leave with half pay for every one day of accumulative leave with full pay.

8.16.6.2.6 NUST vacations and public holidays shall not form part of the period of study leave.

8.16.6.2.7 The granting of study leave shall be subject to the terms and conditions of an agreement entered by and between the staff member and NUST.

8.16.6.2.8 If a meritorious staff member has not completed the stipulated period of continuous service to qualify for study leave, NUST may grant the required leave credit up to a maximum of 90 days in advance.

8.16.6.2.9 Study leave may be granted for the actual working day immediately prior to the examination day.

8.16.6.3 Reporting After Study Leave

Within one month after her/his study leave, the staff member concerned shall submit a report of her/his studies or research to the ODL section. Such a report may also be in the form of a degree, certificate or diploma.

8.16.6.4 Granting of Examination Leave

8.16.6.4.1 Examination leave shall be granted to staff members who are required to sit for the actual day of examination at an accredited institution.

8.16.6.4.2 Examination leave shall be granted once (1x) only per subject.

8.16.6.4.3 No examination leave will be granted for any re-examination. In such cases, accumulative leave or leave without pay may be taken.

8.16.7 Sabbatical Leave

8.16.7.1 Sabbatical leave with full pay may be granted to permanent academic staff members and permanent residents in academic positions after completion of six (6) years of continuous meritorious service to NUST.

8.16.7.2 The sabbatical leave shall last from six (6) months (after three (3) years of continuous service) to one year with full pay after six years of continuous service.

8.16.7.3 Staff members will have to apply for sabbatical leave with a detailed motivation of their intended research/study program, which must be of national and/or institutional importance, to the ODL section through their respective Head of Department, Executive Dean and Deputy Vice-Chancellor: Teaching and Learning.

8.16.7.4 Within one (1) month of completion of the sabbatical leave period, the staff member must submit a comprehensive report on her/his research accomplishment to the ODL section.

8.16.7.5 If the NUST is not satisfied with the report and/or the research accomplishment, the period of sabbatical leave taken may be regarded as unpaid leave and shall be refunded to NUST by the staff member.

8.16.7.6 A staff member shall conclude an undertaking with the NUST, in terms of which s/he shall remain in the service of NUST for the same period sabbatical leave was granted to her/him.

8.16.8 Study Leave Without Pay

8.16.8.1 Under exceptional circumstances, NUST may grant, on request, study leave without pay to any staff member and may maintain its contributions towards the pension fund and any other fund for a period not exceeding one year, if the staff member pays her/his contributions.

8.16.8.2 A staff member benefiting from this payment of the institution's contributions shall enter into an agreement with and remain in the service of NUST for a period equal to the period of study leave granted without pay. If s/he fails to honour the agreement, s/he will have to repay the contributions made by NUST at market-related interest rates.

8.16.9 Maternity Leave

8.16.9.1 Taking of Leave for Confinement Purposes

8.16.9.1.1 Maternity leave shall be granted in terms of the Labour Act No 11 of 2007, Section 25.

8.16.9.1.2 Female employees shall be entitled to four (4) months of maternity leave. The first three (3) months shall be covered by the Social Security Commission in accordance with the Social Security Act 34 of 1994, while the fourth month shall be granted at full pay by NUST.

8.16.9.2 Earning of Leave during period of leave for Confinement Purposes

Neither vacation leave nor five-year bonus leave shall be earned during a period of leave without pay for confinement purposes, but the period of leave for confinement purposes shall be regarded as part of the maternity leave cycle, and it shall not be deemed to have interrupted that cycle.

8.16.10 Adoption Leave

8.16.10.1 An eligible employee shall be entitled to five (5) working days per annum of adoption leave upon the legal adoption of a child up to the age of six (6) years.

8.16.10.2 Adoption leave is granted for the purpose of facilitating parental bonding and ensuring the care and welfare of the adopted child.

8.16.11 Paternity Leave

Male employees are entitled to six (6) working days of paternity leave once-off with full pay per annum. Paternity leave shall be taken within one (1) month after the date of confinement. Paternity leave is non-accumulative and shall lapse annually on 31 December. Paternity leave shall be granted upon submission of a birth notification, birth certificate, or other relevant supporting documentation confirming the birth of the employee's child.

8.16.12 Compassionate Leave

8.16.12.1 During each period of 12 months of continuous employment, an employee is entitled to ten (10) working days' compassionate leave with full remuneration in respect of the death or serious illness of a family member.

8.16.12.2 Compassionate leave is non-accumulative and shall lapse annually on 31 December.

8.16.13 Special Leave for Cultural, Educational, Sports and Court Cases

Special leave with full pay may be granted to all full-time employees for the following circumstances:

8.16.13.1 The representation of Namibia nationally or internationally in approved cultural or sport activities.

8.16.13.2 The attendance at civil or criminal court proceedings (e.g., as a witness, respondent in cases related to official duties, or before commissions/inquiries), participation in misconduct or inquest cases, and appearances before the Labour Court. Leave is not granted if the employee is a claimant in a civil and/or labour case; instead, accumulative leave must be used.

8.16.13.3 An application for special leave must be submitted online for all authorised absences from duty, including instances where the employee undertakes a visit or attends an event on behalf of NUST.

8.16.14 Sick Leave

8.16.14.1 Taking of Sick Leave

8.16.14.1.1 All staff members appointed before 1 May 2007 are entitled to 120 calendar days with full pay, calculated over a three (3) year cycle from the date of appointment. If necessary, another ninety (90) calendar days with half pay May be granted.

8.16.14.1.2 All staff members appointed after 01 May 2007 are entitled to sixty (60) working days sick leave over a three-year cycle. In case of terminal illnesses, another thirty (30) calendar days may be granted.

8.16.14.1.3 Sick leave shall be granted only in respect of the absence from duty of a staff member owing to an illness, indisposition or injury.

8.16.14.1.4 Unused sick leave for a particular cycle shall lapse at the end of that cycle.

8.16.14.1.5 Sick leave shall accrue to an employee on the first day of the cycle, provided the employee has completed thirty (30) working days of service for the institution.

8.16.14.1.6 A new employee can only take sick leave with full remuneration subsequent to the completion of thirty days of service.

8.16.14.2 Special Sick Leave

8.16.14.2.1 Special sick leave is granted to staff members in terms of the Employee Compensation Amendment Act of 1995.

8.16.14.2.2 All staff members are entitled to twenty (20) non-accumulative working days special sick leave per annum.

8.16.14.2.3 Should a staff member be injured in an accident arising out of and in the course of duty not due to negligence on her/his part, and her/his injuries are of such a nature that s/he is obliged to take sick leave, the Vice-Chancellor shall grant her/him special sick leave with full remuneration for the period s/he is incapacitated. This leave will not be debited against the normal sick leave cycle.

8.16.14.2.4 To support the health, safety and fitness for duty of the employee, and to maintain a safe working environment within the institution or where the employer requires the employee to undergo:

a) Medical treatment
b) Occupational health assessment
c) Fitness-for-duty evaluation
d) Medical or rehabilitative admission

8.16.14.2.5 Where a staff member's absence from duty is due to isolation or quarantine ordered by a certified medical practitioner, or as a result of mandatory isolation, quarantine, or movement restrictions imposed by the relevant authorities during a declared national pandemic or public health emergency, the staff member shall submit the relevant supporting documentation upon returning to duty.

8.16.14.3 Medical Certificate

8.16.14.3.1 The Head of Department/Faculty/School or any person authorised by her/him, may require, before granting sick leave, or at any time during a period of sick leave already granted, that the staff member concerned produce a medical certificate of a physician approved by the Council.

8.16.14.3.2 If a staff member is absent from duty for a continuous period of more than two (2) days owing to illness, sick leave with full remuneration may be granted only if a medical certificate is furnished by a registered medical practitioner, which:

(i) Declares that the employee cannot perform her/his official duties; and
(ii) Indicates the period necessary for her/his recuperation.

8.16.14.3.3 For absences on account of illness for which no certificate was produced or required, sick leave will be granted for a maximum of five (5) working days during a calendar year.

8.16.14.3.4 Notwithstanding the submission of a medical certificate as defined in subparagraph 9.15.21.3, the Head of Department/Faculty/School may refuse to grant sick leave with remuneration in respect of any absence from duty to which the certificate relates, if reasonable doubt about the validity of the certificate prevails.

8.16.14.4 Sick Leave Without Pay

In the case of a long illness, sick leave without pay may, with the special consent of the Council, be granted to a staff member, and in such a case, the Council may decide to continue paying NUST's contributions to the pension fund and the medical scheme.

8.16.14.5 Sick Leave: Temporary Staff

Sick leave shall be granted in terms of the Labour Act, No. 11 of 2007. If the sick leave period is insufficient, unpaid sick leave shall be granted.

8.16.15 Provisions Regarding Leave on Resignation

8.16.15.1 If a member of staff resigns, leave, except sick leave, may only be taken during the notice period if permission is granted by the Line Manager.

8.16.15.2 In the case of an employee whose service is terminated, and who, at that stage, are in a debit of accumulative leave, such over-granted leave shall be regarded as leave without pay, and the cash value of such leave shall be recovered from the salary and benefits s/he will receive on the date her/his service will terminate.

8.16.15.3 No staff member may resign while s/he is on leave, except with the express consent of the Vice-Chancellor.

8.16.16 Payment *in lieu* of Leave on Resignation, Retrenchment, Discharge, Retirement or Death

8.16.16.1 The money or cash value of the full remuneration of accumulated leave to a maximum as determined by the Council from time to time shall be paid out on retirement, retrenchment, discharge, resignation or death to a staff member.

8.16.16.2 The cash value of leave credit shall be calculated according to the annual remuneration of the employee on her/his last day of actual service.

8.16.16.3 No leave will accrue during the period of abscondment of a staff member.

8.17 "Motor Scheme" General

8.17.1 "Motor Scheme" means the placing of transport at the disposal of specifically identified posts, job levels, as a service benefit, and has no relation to NUST transport under the control of the Auxiliary Services Department.

8.17.2 The Council determines the post/job grades and offices that qualify for participation in the scheme.

8.17.3 The motor scheme comprises three options, viz:

Option I - Council Vehicle
Option II - Motor Vehicle Loan
Option III - Own Vehicle plus Allowance

8.17.4 The Council determines the benchmark value per category.

8.17.5 Job Grade 1 shall qualify for a motor scheme at 60% of the total package of the position.

8.17.6 Job grade 2 shall qualify for a motor scheme at 50% of the total package of the position.

8.17.7 Job grade 3 shall qualify for a motor scheme at 42% of the total package of the position.

8.17.8 The amounts payable in respect of an allowance shall be determined by the total package and the percentage for which the job grades qualify.

8.17.9 The motor scheme cycle runs over four (4) years. After four (4) years, a new cycle will start. The staff member may obtain a new vehicle under the same option or another option if s/he still qualifies.

8.18 Employees' Loans

a) NUST is prepared to grant permanently appointed employees, who have completed at least one year's continuous, satisfactory service, loans on compassionate grounds, subject to a set of criteria and rules.

b) Loans are granted entirely at the discretion of the Council.

c) All loans are subject to an interest rate equivalent to the prevailing investment interest rates available to NUST for medium-term deposits, plus 1%.

d) When considering a loan, the payroll office should conduct an affordability analysis of the employee's financial situation to ensure that granting the loan does not further complicate the employee's financial situation.

8.18.1 Eligibility

8.18.1.1 The loan scheme is available only to employees from Job Grade 7 - 16 and academic personnel earning the maximum or less than Job Grade 7 employees.

8.18.1.2 Loans will only be granted for the following emergencies:

a) *Bona fide* illnesses of immediate family (spouse and dependent children under the age of 21 years who are not employed);

b) Educational purposes for immediate family (spouse and dependent children under the age of 21 years who are not employed);

c) Funerals of immediate family (spouse and dependent children under the age of 21 years who are not employed); and

d) Medical bills not covered by the medical aid.

8.18.2 Benefit

8.18.2.1 The maximum amount that an eligible person may borrow in any twelve (12) months' period may not exceed 5% of the person's yearly salary.

8.18.2.2 No more than two loans will be granted in any twelve (12) months' period, subject also to the allowed maximum per year, and no further loan will be granted before the first loan has been repaid.

8.18.2.3 The repayment of loans will be over a period not exceeding six (6) months.

8.18.2.4 The Council reserves the right to request and seek unambiguous proof that a loan granted was used specifically for the purpose for which it was granted.

8.18.2.5 Any abuse of the loan will be regarded as a major offence, and employees will be subject to disciplinary action.

8.19 Private Use of NUST Equipment and Facilities

8.19.1 The use of NUST equipment and facilities for private purposes is not permitted.

8.19.2 NUST, however, will utilise some facilities and equipment to generate income for the institution.

8.20 Parking

8.20.1 The undercover parking space on campus is very limited. It is allocated to staff and some students at a small fee based on availability, in terms of seniority and in order of application.

8.20.2 Parking disks are issued to staff and students to whom undercover parking has been allocated. The parking disks must be displayed on the windscreen of the vehicles.

8.20.3 Disciplinary steps will be taken against persons who make use of undercover parking without payment.

8.21 Business Travel for NUST

8.21.1 Travel by Air

Employees are expected to travel in Economy Class. The Vice-Chancellor and members of Council will travel Business Class.

8.21.2 Car Hire

Employees requiring a car for business reasons may apply to hire a car of the prescribed class for the number of days it is required.

8.21.3 It is the prerogative of the Bursar to decide on the most appropriate and economical means of transport.

9. GENERAL CONDITIONS OF SERVICE: RIGHTS AND OBLIGATIONS

Subject to any other provisions contained in these conditions of service and in legislation, staff members shall have the following rights and obligations:

9.1 Full-time Service

9.1.1 Staff members shall devote all their official time and attention to the work of NUST, as determined by the Council.

9.1.2 A staff member shall have no claim to additional payment in respect of any official service or work which s/he is instructed to perform during the official working hours.

9.2 Official Duties

9.2.1 **Academic Staff** (Including Laboratory Technicians)

The official duties of academic staff include:

a) The compilation of curricula, syllabi and study materials;
b) Teaching courses to students both on-campus and off-campus;
c) The evaluation and examination of students;
d) Ensuring that the students comply with all the rules of NUST;
e) The promotion and extension of knowledge through research, publications and continuous contact with the industry;
f) The dissemination of their knowledge and skills to the community through participation and presentations at seminars, conferences, symposia and workshops;
g) The participation in the administration of their departments by serving on boards or committees;
h) The participation in all official meetings as required; and

i) The performance of all tasks entrusted to them by their Faculties, Senate and the Council pertaining to the fulfilment of the mission of NUST.

9.2.2 Administrative Staff

The official duties of administrative staff include:

a) All the duties indicated in their job description.

b) The performance of all the official tasks entrusted to them by their supervisors, heads of department and the Council pertaining to the fulfilment of the mission of NUST. Such tasks may include duties other than those that are ordinarily assigned to such an employee or that are appropriate to the grade, designation or classification of her/his post.

9.3 Hours of Attendance

The hours of work for administrative staff shall be determined by NUST from time to time. The current hours of work are as follows:

Monday to Friday:

- **Morning**: 07h30–13h00
- **Afternoon**: 14h00–16h30

9.3.2 Flexible work arrangements may be allowed subject to meritorious service, the nature of work or recommendation by the Line Manager/Head of Department, and approval by the Director: Human Capital and in line with the Flexible Work Arrangements Policy. The minimum working hours for employees shall be 40 hours per week.

9.3.3 All employees are expected to work outside their fixed hours of employment should circumstances make this necessary.

9.3.4 All academic staff must be available on campus between 08h00 and 12h30 during the official lecturing periods, unless engaged in NUST work off campus.

9.3.5 Academic staff who teach in the mornings and/or afternoons and evenings, work flexitime after 13h00.

9.3.6 Academic staff are expected to adhere to the office hours during examinations or other lecture-free periods - excluding recesses.

9.3.7 Where the sole function is teaching and research, lecturers are expected to teach up to a maximum of 20 hours per week. This maximum workload may be reduced proportionately in relation to additional administrative and managerial duties and responsibilities assigned to the staff member.

9.3.8 Academic staff are expected to be available for regular consultation with students, and for attending meetings as called for by the Executive Deans, Heads of Departments and the management of NUST.

9.3.9 Academic staff may be required to be present at NUST outside the fixed hours of attendance or during a NUST recess.

9.3.10 Staff members who leave Windhoek during the recess periods for private business must apply for leave.

9.4 Payment of Overtime

9.4.1 To qualify for overtime, employees must have worked their minimum hours per week (40 hours). Time taken off for attending classes and/or private business during the week shall be considered by the head of department before an employee becomes entitled to overtime pay.

9.4.2 Time off *in lieu* of an overtime payment may be granted by mutual agreement between the employee and the head of department after approval by the Director, Human Capital.

9.4.3 The head of the department must apply in advance to the Director: Human Capital for employees to work overtime.

9.4.4 No overtime shall be recognised and paid for if it was not approved in advance by the respective Line Manager, Head of Department and the Director, Human Capital and if it was not supervised by a senior employee.

9.4.5 Payment of overtime shall be included in the employee's monthly salary and shall be calculated at the rates as determined by the Labour Act, No 7 of 2007.

9.4.6 Staff members in Top/Senior Management (Job Grades 1 - 6) shall be required to devote additional time to their duties outside of normal working hours for which they will not receive additional remuneration. Time off *in lieu* of overtime worked shall be granted.

9.4.7 Peak Operational Periods and Emergencies:

9.4.7.1 During the following periods, the undermentioned activities and departments' overtime may be granted at the discretion of the head of the department/section and reported afterward to the Director: Human Capital.

a) Student Admissions; Examinations; Graduation; Registration
b) Official functions
c) Sport and Cultural activities
d) Digital Transformation Business Services
e) Student Services
f) Office of the Bursar
g) Library Services
h) Facilities

9.4.7.2 **Standby Duties**

Staff members in designated departments may be required to perform standby duties. Standby allowances and related overtime payments shall be determined in line with the University's Remuneration Policy or mutually agreed conditions.

9.5 Absence from Work

9.5.1 When an employee, for any reason, cannot attend work, or her/his arrival may be delayed, s/he must immediately notify her/his immediate supervisor. Absence for no acceptable reason will be grounds for disciplinary action.

9.5.2 A staff member who is absent from work for a period of one (1) day without authorization or notification will be subject to a reduction in credit leave days and/or appropriate disciplinary action.

9.5.3 A staff member who is absent from work without permission for two (2) or more consecutive working days will be subjected to disciplinary investigation.

9.5.4 A staff member who is absent from official duties without the consent or authorization of her/his Line Manager for a period of ten (10) or more consecutive working days shall be guilty of abscondment and shall be deemed to have discharged her/himself from the services of NUST with effect from the date immediately following the last date of her/his presence at work. However, only after a disciplinary inquiry.

9.6 Consultancy

9.6.1 Consultancy, while constituting a meaningful contribution to the development of the community, also forms a significant component of fundraising at institutions of higher learning all over the world.

9.6.2 Net Income generated through consultancy by staff members shall be distributed in terms of the following formulas:

9.6.2.1 Consultancy work done in the name of NUST and with institutional funds, equipment, and in the facilities of NUST:

a) 40% to the budget of the Department concerned
b) 40% to the general budget of NUST
c) 20% to the staff member(s) concerned

9.6.2.2 Consultancy work done in private capacity, but by utilising the equipment, facilities, consumables, stationery, electricity, water and time of NUST:

a) 30% to the budget of the Department concerned
b) 20% to the general budget of NUST
c) 50% to the staff member(s) concerned

9.6.2.3 Consultancy work generated by Council advertisement and done totally in private capacity without utilising the equipment, facilities and time of NUST:

a) 20% to the departmental budget of the staff member
b) 80% to the staff member(s) concerned

9.6.2.4 Consultancy work done totally in private capacity without utilizing the equipment, facilities, consumables, stationery, electricity, water and time of NUST:

a) 10% to the general budget of NUST
b) 90% to the staff member(s) concerned

9.6.2.5 It is expected of staff members to promote the name and image of NUST whilst doing any type of consultancy.

9.7 Extraneous/Private Work

9.7.1 An employee places all her/his official time at the disposal of NUST. No unauthorised private work is permitted during office hours.

9.7.2 Except with the written consent of the Council, and subject to the conditions set out in the Rules of Procedure for Outside Work, no staff member may perform any other work outside the service of NUST for remuneration.

9.7.3 No such written permission is required for the receipt of authors' fees on books and magazine articles, honoraria in respect of learned contributions and remuneration for examiners and moderators' work at other tertiary institutions or Departments of Education.

9.7.4 Permission for extraneous/private part-time employment will only be granted, provided the Council is satisfied that the activity is in no way contrary to NUST's interest and that the employee's efficiency will in no way be impaired by the proposed activity.

9.7.5 A staff member who has obtained permission to do private work shall reimburse NUST for all direct costs incurred by NUST, including charges for the use of equipment, infrastructure, instruments, electricity, material, telephones, etc., at charges set at realistic levels.

9.7.6 An employee shall not exceed the approved number of hours for outside work.

9.8 Internal Work

9.8.1 If the lack of qualified human resources necessitates it, the Vice-Chancellor may grant permission to an employee to work part-time in another NUST department, subject to the conditions set out in the Rules of Procedure for Internal Work.

9.8.2 No payment shall be made for a once-off or occasional lecture given in another academic department which forms part of the official academic programme of NUST for which a qualification is awarded.

9.8.3 Staff may negotiate and accept payment for lectures and courses offered if the lecturing is done additionally to the prescribed maximum workload.

9.9 Contractual Commitment

Acceptance of:

a) An office of a manager of a business or any other venture;
b) The position of managing director or Vice-Chancellor of a public or private company; and

c) The position of active principal or partner in a professional practice on a full-time basis is not allowed without the explicit consent of Council.

9.10 Confidential Information

9.10.1 No staff member may make known any information that NUST Council in its absolute discretion may deem to be classified or confidential, nor may a staff member do so after s/he has left the service of NUST.

9.10.2 Human Capital records and staff personal information shall be accessed, used, stored, disclosed and retained only for legitimate institutional purposes and in accordance with applicable law, NUST policies, records management requirements and authorised access controls. Staff members shall protect confidential information from unauthorised access, disclosure, alteration or loss.

9.11 Participation in Public Affairs

No staff member may actively participate in public affairs, e.g., by standing for election to a city council or a regional services council, except with the prior consent of the Council.

9.11.1 Any staff member who stands for election as President or as a member of the National Assembly, National Council or Regional Council shall apply for accumulative leave from the date of her/his official nomination until the date on which such election takes place. If such a person is elected, the member shall resign from NUST with effect from the date on which the election results are announced.

9.11.2 Any staff member appointed as a public office bearer on a part-time basis shall take vacation leave when out of the office attending to public affairs of such an office.

9.12 Temporary Transfer to Another Post

9.12.1 NUST may transfer any staff member to another post or office for which s/he is suitably qualified, provided that s/he gives her/his consent.

9.12.2 Temporary transfers will normally be affected for not longer than twelve (12) months.

9.13 Internal Transfers

A staff member may be transferred to another position within the University either at management's initiative or through a formal application by the staff member.

Where management, a Dean, or a Head of Department is of the opinion that a staff member's skills and services could be better utilised in another department, the proposal shall first be discussed with the Director: Human Capital. The Director shall assess the circumstances and submit a recommendation to the relevant Deputy Vice-Chancellor (DVC) or the Vice-Chancellor for approval, in accordance with the Delegation of Decision-making Authority Framework.

9.13.1 Conditions for Transfer

A transfer shall only be implemented under one or more of the following circumstances:

9.13.1.1 On medical grounds, supported by valid documentation.
9.13.1.2 Upon the recommendation of a duly constituted Disciplinary or Grievance Committee.
9.13.1.3 Cases of redundancy, re-organisation or retrenchment.
9.13.1.4 Transfers that do not fall under the above conditions shall be subject to the standard recruitment and selection processes.

9.13.2 Eligibility of the Target Position

A staff member may only be transferred to a position that meets the following requirements:

9.13.2.1 The position must exist on the approved organisational structure.
9.13.2.2 The position must be vacant at the time of consideration.
9.13.2.3 The position must be provided for in the approved budget.

9.13.3 Nature of Transfers

9.13.3.1 Transfers shall be considered only on a lateral basis, i.e., to a position of equivalent grade and remuneration.
9.13.3.2 Where the University initiates a transfer, reasonable financial assistance for relocation shall be provided.
9.13.3.3 Staff members transferred within the University shall retain all existing salary levels and employment benefits.

9.13.4 Eligibility of the Staff Member

Staff members may be considered for transfer only if they meet the following criteria:

9.13.4.1 Successful completion of their probationary period.
9.13.4.2 Fulfilment of the qualifications, skills, and experience required for the new role.

9.13.5 Approval of Transfers

All transfer applications shall be approved by the relevant Line EXCO and/or the Vice-Chancellor.

9.14 Rights on Inventions, Patents and Copyright

9.14.1 Rights on Inventions and Patents

Rights on inventions that resulted from the professional activities of employees of NUST, whilst in the employment of the NUST and the right to patent them, shall accrue to the NUST, unless the Council may resolve otherwise.

9.14.2 Copyright

9.14.2.1 All rights, interests and titles resulting from intellectual property of staff members reside with NUST. This includes computer software and related flowcharts, diagrams, discoveries, inventions, teaching materials and programmes. Copyright on any work published or accomplished by a staff member in the course of her/his service at NUST shall vest with the Council. An exception may be made in respect of the following publications, where NUST's copyright may be transferred in writing to the author(s) concerned: handbooks, manuals, and unpublished works which are the outcome of research but which, in all cases, are not tantamount to being representations or compilations of lectures, core notes or study material compiled while the staff member is/was in the service of NUST.

9.14.2.2 All publications, unpublished works and study material such as lecture notes/study guides, transparencies, slides, models, etc., paid for by or donated to NUST or compiled by staff members during the course of their official duties and service, remain the property of NUST, and no staff member may claim any such material on termination of service.

9.15 Research

All staff members shall be encouraged to complement their academic duties and activities with research and scientific studies in their respective fields.

9.16 Gifts, Commissions and Rewards

9.16.1 A staff member may not receive any gifts, commissions, or rewards related to o her/his position at NUST or in respect of the performance of her/his duties.

9.16.2 Where any benefit of whatever nature is received by any staff member in connection with the performance of her/his work, that staff member shall declare such benefit.

9.16.3 Staff members shall not solicit or accept any gift, commission, reward, hospitality, payment or other benefit that may influence, or reasonably be perceived to influence, the performance of their official duties or the exercise of institutional authority. Any permissible declaration or disposal of a benefit shall be handled in accordance with NUST's Ethics Policy and applicable institutional procedures.

9.16.4 In exceptional cases, the Council may approve the acceptance of such gifts/ rewards in the form of a donation to NUST.

9.17 Disclosure of Interest

9.17.1 A member of staff may not directly or indirectly have any interest in a contract with the institution unless the Council, after a full disclosure, approves of the contract. The approval can be made either by the unanimous assent of the members at a meeting or by an ordinary resolution of the meeting.

9.17.2 Where a member of the staff fails to disclose her/his interests in a contract with NUST, NUST may cancel the contract and claim the profits made by the staff member regardless of the fairness or reasonableness of the contract.

9.17.3 Non-disclosure of interest may lead to disciplinary action.

9.18 Official Forms

The formatting and branding of official forms, certificates and documents must adhere to the guidelines of the corporate identity manual as approved by the Vice-Chancellor. All employees shall comply with the provisions and regulations relating to the use of these forms.

9.19 Addresses and Contact Information

Every employee shall notify NUST in writing of her/his residential and postal addresses, contact number, and any changes thereto.

9.20 Accountability and Responsibility for NUST Property

9.20.1 All employees shall be accountable and responsible for all equipment, property and/or tools assigned to her/him.

9.20.2 Employees must ensure that NUST's material, equipment, machinery, and vehicles are not misused and that all lights, air conditioners, fans, heaters, kettles, etc., are switched off when leaving the premises.

9.20.3 An employee shall reimburse NUST for the replacement value of all equipment that is lost, stolen or damaged whilst such equipment was under control and care of the employee because of negligence or fault of the employee following an investigation.

9.21 Personal Possessions

Neither NUST nor its Insurer accepts any liability or responsibility for employees' personal valuables on campus. Employees should ensure that their valuables are secured when they are out of the office.

9.22 Removal of Equipment from Campus for Private Use

9.22.1 Under no circumstances may NUST equipment be taken home for private use. However, laptops and associated equipment may be taken off campus or to home, in which case the provisions of the Mobile Equipment policy will apply.

9.22.2 Before the equipment may be taken home a removal permit must be completed by the staff member. S/he will take full responsibility for the equipment from the time s/he removes it from campus until it is returned to its location.

9.23 Smoking on Campus

9.23.1 Some areas of NUST have been declared "no smoking" zones. In the interest of health, hygiene, and our public image, smoking is not permitted in "public areas".

"Public areas" in this context include, but are not limited to:

9.23.1.1 Corridors
9.23.1.2 Lecturing Auditoriums/Classes
9.23.1.3 Assembly Points
9.23.1.4 Board Rooms
9.23.1.5 Cafeterias
9.23.1.6 Laboratories
9.23.1.7 Elevators
9.23.1.8 Rest Rooms
9.23.1.9 Inside Buildings
9.23.1.10 NUST Vehicles

9.24 Farewell Functions

9.24.1 It is not the policy of the institution to hold farewell functions for employees leaving the services of NUST.

9.24.2 Approval for privately organised farewell functions may, however, be obtained from the Dean(s), Registrar, Bursar: provided the function does not coincide with the official office hours or does not interfere with the performance of working activities.

9.25 Telephone Calls

9.25.1 The receiving and making of local private calls on NUST's telephones are permitted as a privilege on the understanding that the number and duration of the private calls are kept to the prescribed maximum and do not affect the productivity of the employee.

9.25.2 All private calls shall be according to the provisions of the Electronic Communications and Telephone System Policy.

9.26 Staff Identity Cards

9.26.1 All staff members are required to always carry their staff identity cards with them while at NUST and to produce them when asked to do so by a Campus Control Officer or any authorized supervisor or member of management.

9.26.2 Staff members on contracts shorter than 6 months are required to always carry their temporary identity cards with them while at NUST.

9.27 Additional Conditions of Service

Besides the general conditions of service, additional requirements may be stipulated in the letter of appointment. This shall then form part of the total conditions of service according to which an employee accepts appointment.

9.28 Solicitations

9.28.1 NUST does not permit soliciting, peddling, or canvassing of employees during office hours.

9.28.2 No NUST facilities may be used by employees for their personal business without the relevant approval.

9.29 Acceptance of Conditions of Service

By signing the service agreement, an employee:

9.29.1 Confirms that s/he has acquainted herself/himself with the Human Capital Code of NUST.

9.29.2 Pledges to comply with all the policies, rules, regulations and conditions of service of the institution.

10. EMPLOYEE RELATIONS

10.1 Membership of Associations or UNIONS

10.1.1 The Council of NUST underwrites Article 21 of the Constitution of Namibia, which provides that: "All persons shall have the right to freedom of association, which shall include freedom to form and join associations or unions, including trade unions ..."

10.1.2 All matters pertaining to the forming of associations and unions at NUST and negotiations with unions will be managed strictly according to chapters 6, 7, and 8 of the Labour Act, 2007 (Act No. 11 of 2007).

10.2 Grievance Policy and Procedures

10.2.1 A formal grievance procedure for considering and resolving all disputes that arise is in the interest of the NUST and its employees. Any staff member who feels mistreated or subject to unfair working conditions and who has exhausted all channels of command within her/his reach shall complete the official grievance form.

10.2.2 An employee may air a grievance or advise and represent any fellow employee without fear of being prejudiced against or victimised.

10.2.2.1 A staff member who reports suspected corruption, fraud, nepotism, favouritism, conflict of interest, unethical conduct or other wrongdoing in good faith shall be protected from victimisation or retaliation, subject to the applicable NUST reporting, grievance, ethics and disciplinary procedures.

10.2.3 Grievances should be resolved at the earliest possible stage, as soon as they emerge.

10.2.4 In the handling of a grievance, each employee is entitled to representation by an employee representative chosen by her/himself and an interpreter.

10.2.5 The purpose of the grievance procedure is to resolve individual grievances. Grievances of a nature that may lead to collective bargaining and/or consultation should be handled according to the procedures instituted for that purpose. However, depending on the circumstances, the parties may also use the grievance procedure for groups of employees.

10.2.6 Grievances resulting from disciplinary action taken by NUST shall be handled according to the appeal procedure set out in the disciplinary procedure.

10.2.7 The Human Capital Department and the internal Ombudsperson(s) shall aid and advise both parties.

10.2.8 It is the duty of senior employees to listen to and try to resolve grievances. No Line Manager will be allowed to withhold the grievance form or in any way delay and frustrate the grievance process.

11.2.9 The grievance procedure may not be used by employees with a view to:

a) Amend any agreement reached between employees and NUST, or
b) Amend any substantive condition of service (e.g., regarding leave or salaries) for any one category of employees.

10.3 Disciplinary Policy and Procedures

10.3.1 Policy

10.3.1.1 The maintenance of discipline is the responsibility and prerogative of functional line management or supervisors. A person in the line management of an employee concerned is authorised to discipline the employee, regardless of where the violation took place.

10.3.1.2 The documentation and maintenance of accurate and complete records of conduct shall be the responsibility of both the functional line management and the Human Capital Department and shall form an essential part of the disciplinary system of NUST.

10.3.1.3 Discipline must have as its aim the improvement of the employee's future behaviour.

10.3.1.4 The severity of misconduct will determine the severity of the sanction and can result in summary dismissal without prior warnings having been issued.

10.3.1.5 Discipline should be applied as soon as possible after the infraction. Management/Line management should inform staff members of any breaches of accepted performance standards, norms and behaviour as soon as they are observed, and give priority to speedy subsequent investigations and disciplinary actions if necessary.

10.3.1.6 All rulings against a staff member shall take place on the balance/prevalence of probabilities with regard to testimony in each case and need not be based on proof beyond a reasonable doubt.

10.3.1.7 The Disciplinary Policy forms part of the service conditions and shall apply to all staff members of NUST.

10.3.1.8 NUST shall ensure that all staff members are treated in a fair, just, uniform and consistent manner in order to meet the requirements of procedural and substantive fairness. However, each case will be dealt with based on its merits.

10.3.1.9 Any disciplinary action shall be preceded by a thorough, confidential investigation into the facts. Disciplinary action shall only be taken after clear evidence has been established that grounds exist which justify such action.

10.3.1.10 No employee shall receive a formal written warning or be dismissed from NUST without a prior investigation and a disciplinary hearing where s/he has the opportunity and right to state her/his case in rebuttal of the allegations made against her/him.

10.3.1.11 The employment of an employee shall not be terminated unless there is a valid and fair reason for such termination connected with the capacity or conduct of the employee, in compliance with a fair procedure.

10.3.1.12 Should it be found that an employee has not committed an alleged offence, all documents referring to the allegations shall be kept for five (5) years to preserve the official record.

10.3.1.13 Nobody shall be victimised because of any truthful statements made or actions taken during a disciplinary investigation/hearing.

10.3.2 Misconduct

10.3.2.1 Any staff member who contravenes or fails to comply with the Act, the Statutes and the standing rules and regulations of NUST will be guilty of misconduct and, therefore, subject to disciplinary action.

10.3.2.2 Corruption, bribery, fraud, nepotism, favouritism, abuse of authority, deliberate concealment of a conflict of interest, retaliation against a person who reports wrongdoing in good faith, or manipulation of a recruitment, appointment, promotion, remuneration or staff development process shall constitute misconduct and may constitute gross misconduct, subject to the applicable disciplinary process.

10.3.2.3 A staff member in a senior or management position is required to bring misconduct to the notice of the employee concerned, whether under her/his authority or not, and must offer guidance to rectify the situation.

10.3.2.4 If the employee concerned fails to respond to admonition, the unacceptable conduct must be reported to the Head of the Department, who will initiate the necessary disciplinary action against the employee.

10.3.2.5 Disciplinary action and accountability are vested in line management to ensure that disciplinary action is immediate, in response to transgressions and commences at the lowest possible level.

10.3.3 Precautionary Suspension pending Disciplinary Action

10.3.3.1 Suspension is a practical managerial procedure in the workplace, and under no circumstances should it be used as a punitive disciplinary measure. It is a precautionary measure to remove the employee(s) from the University's premises to prevent interference with the pending disciplinary investigation and hearing and to prevent potential losses to NUST.

10.3.3.2 Suspension shall only be imposed if the circumstances absolutely necessitate it, and if it is in the best interest of the University.

10.3.3.3 In special circumstances, where major misconduct appears to be involved, the Council or the Vice-Chancellor may, if they have reason to believe that the accused employee may be guilty

of the alleged misconduct, suspend the employee, before or after s/he is charged with misconduct, with full remuneration pending the investigation of the case and the outcome of a possible disciplinary hearing.

10.3.3.4 The employee shall immediately be informed in writing of the period of suspension.

10.3.3.5 The suspension of any employee may at any given time be abrogated by the Council or the Vice-Chancellor, but the abrogation of the suspension shall not affect any proceedings in connection with a possible charge of misconduct.

10.3.3.6 In the case of the Vice-Chancellor, the matter shall be handled by the Council.

10.4 Right to Appeal

10.4.1 If an employee is of the opinion that the sentence of dismissal by the Staff Disciplinary Committee is unfair, s/he has the right to appeal in writing against the dismissal to the Council Appeal Committee within ten (10) working days after receiving the letter of dismissal from the Vice-Chancellor.

10.4.2 The Council Appeal Committee shall review the findings and sanctions imposed on the staff member. The decision of the Council Appeal Committee shall be final.

10.4.2 An appeal can only be lodged successfully on the following grounds:

10.4.3.1 If new information not previously known has come to light;
10.4.3.2 If procedural unfairness during the disciplinary hearing can be proved;
10.4.3.3 If substantive unfairness in the sentence can be proved;
10.4.3.4 If an error of fact or law led to a wrong conviction, and/or;
10.4.3.5 Severity of the penalty or action taken.

10.5 Procedures

10.5.1 The Council considers the establishment of a fair Disciplinary Policy and Procedure essential for:

10.5.1.1 The compliance with all the terms and conditions of employment.
10.5.1.2 The maintenance of identified standards of behaviour and performance.
10.5.1.3 The promotion of excellent services to clients.
10.5.1.4 Productivity and efficiency in order to realise the mission and objectives of the institution.
10.5.1.5 The fair and just treatment of staff members.
10.5.1.6 Sound employee relations.

10.5.2 NUST will ensure that all members of staff are disciplined and treated in a fair, just, consistent, and uniform manner to correct unacceptable deviations from prescribed rules, standards, and norms.

10.5.3 If rules, standards and norms are repeatedly and deliberately broken or if the misconduct is of a very serious nature, disciplinary action will be punitive to serve as a deterrent and to maintain discipline.

10.5.4 NUST will ensure that when internal disciplinary measures are exhausted, the dismissal of an employee will be both procedurally and substantively fair.

10.5.5 An accused employee will have the following rights at any disciplinary hearing:

10.5.5.1 To be notified in writing of the allegations against him at least five (5) working days before the hearing.

10.5.5.2 To be represented/assisted by one permanently appointed co-employee of her/his choice.

10.5.5.3 The services of a permanently appointed co-employee as an interpreter if this is necessary to allow her/him to meet the case against herself/himself.

10.5.5.4 To challenge the case brought against her/him.

10.5.5.5 To appeal against a written warning by the Disciplinary Committee within ten (10) working days after receiving the warning.

10.5.5.6 To appeal against a sentence of dismissal by the Vice-Chancellor within ten (10) working days after receiving the written sentence.

10.5.5.7 The Disciplinary Appeal Committee will inform the employee within ten (10) working days, or alternatively, as soon as the Committee can reasonably be convened, after receiving the written appeal, whether her/his appeal is upheld or rejected/dismissed. The Appeal Committee of Council will inform the employee within thirty (30) working days, or alternatively, as soon as the Committee can reasonably be convened, after receiving the written appeal, whether the employee's appeal is upheld or rejected/dismissed.

10.5.6 The Manager/Senior: Employee Relations Officer will record in a Disciplinary Register the date, misconduct and disciplinary action taken of all disciplinary cases.

10.6 Staff Code of Conduct

10.6.1 Orderly conduct shall be an important prerequisite for the successful functioning of NUST. The Council has laid down the following general standards of conduct for each employee of NUST:

10.6.1.1 Absence

No person shall be absent from work without prior arrangements and consent to do so. It is a serious offence to be absent from work without a valid reason, notification, or permission.

10.6.2 Obeying Instructions

All staff members shall implicitly obey all legitimate orders of the Council or any staff member with the necessary authority and shall not, by word or conduct, show insubordination. Should an employee consider an instruction to be unreasonable, s/he may request the person who gave it to repeat it in writing, and on receipt of such written order, the employee may initiate a grievance procedure.

10.6.3 Punctuality

10.6.3.1 All staff members shall start working punctually at the time laid down in this code. Lunchtime shall be reckoned not to form part of the normal hours of attendance.

10.6.3.2 No employee may, without the necessary consent, report late for duty or leave her/his work-place earlier than the time laid down in the conditions of service.

10.6.3.3 No person may have an unauthorised break from work or extend a break without prior consent to do so.

10.6.3.4 No person may distract other employees from performing their work.

10.6.3.5 No person may conduct their private business during the official working hours without prior consent to do so.

10.6.3.6 All staff members shall start working punctually at the time laid down in this code. Lunchtime shall be reckoned not to form part of the normal hours of attendance.

10.6.3.7 No employee may, without the necessary consent, report late for duty or leave her/his workplace earlier than the time laid down in the conditions of service.

10.6.3.8 No person may have an unauthorised break from work or extend a break without prior consent to do so.

10.6.3.9 No person may distract other employees from performing their work.

10.6.3.10 No person may conduct their private business during the official working hours without prior consent to do so.

10.6.4 Sleeping on Duty

It is strictly prohibited for a staff member to sleep while on duty.

10.6.5 Negligence

All employees are expected to treat NUST property and materials with respect. Employees who are responsible for the property of NUST shall make adequate arrangements for the proper safeguarding of such property, and such employees shall be and remain fully accountable, responsible, and liable for such property.

10.6.6 Unsatisfactory Job Performance

Duties shall be performed in accordance with the required standards. Poor job performance and work behaviour such as the following, but not limited to, shall not be tolerated:

When employees:

10.6.6.1 Do a job carelessly and inaccurately.

10.6.6.2 Must do a job over.

10.6.6.3 Fail to do a job, without any reason, or do not obey orders.

10.6.6.4 Fail to report an accident.

10.6.6.5 Fail to comply with the required standards.

10.6.6.6 Gamble on duty.

10.6.6.7 Wilfully ignore safety and other procedures.

10.6.6.8 Wilfully or carelessly ignore a safety rule or job regulation.

10.6.7 Disobedience/Insubordination

10.6.7.1 All lawful and reasonable instructions must be obeyed. If a staff member is of the opinion that an instruction is unreasonable, s/he must bring it to the attention of the person who issued that instruction. The instruction may not be ignored. The grievance procedure must be followed.

10.6.7.2 Overtime is obligatory for all employees who have accepted the responsibility of working overtime.

10.6.7.3 No person may smoke in a ”no smoking” area.

10.6.7.4 No person may be in possession of any dangerous weapon on campus without the written consent of the Vice-Chancellor.

10.6.7.5 Where an offence is committed in a person’s presence, s/he shall be obliged to report it.

10.6.8 Offensive and Disorderly Behaviour

10.6.8.1 No person may be abusive orally or in writing about another person or a group.

10.6.8.2 Rebelliousness: No person may be rude to a supervisor or subordinate through derogatory or insulting behaviour.

10.6.8.3 No person may inflict injuries on others or utter threats of injury, assault or otherwise against them.

10.6.8.4 Assault/Fighting is not allowed.

10.6.8.5 Riotous and inflammatory behaviour is not allowed.

10.6.8.6 Harassment, personally, racially, or sexually, is strictly forbidden.

10.6.9 Offences regarding Alcohol and/or Drug Abuse

10.6.9.1 No person on duty may be under the influence or in possession of alcohol and/or any stupefying drugs, without the prescription of a medical practitioner.

10.6.9.1 No person on duty may consume alcohol and/or any stupefying drug.

10.6.9.2 No alcohol or illegal drugs are allowed on campus.

10.6.10 Deliberate Loss of, Damage to or Abuse of NUST Property

10.6.10.1 Deliberate loss of, damage to or abuse of NUST property is a serious offence which will lead to disciplinary action.

10.6.10.2 No person may be in possession of NUST property without the necessary authorisation.

10.6.11 Dishonesty, Fraud and Theft

No person may:

10.6.11.1 Use NUST property for any private purpose.

10.6.11.2 Knowingly make a false statement orally or in writing.

10.6.11.3 Forge a document or change it with the intent to defraud.

10.6.11.4 Draw up a false report on another person with a view to prejudicing against or in favour of that person.

10.6.11.5 Steal from NUST or any other person.

10.6.11.6 Wrongly use any funds or property of NUST.

10.6.11.7 Do private work for money during the official working hours without the written consent of the Vice-Chancellor.

10.6.11.8 For her/his own gain, sell any item that belongs to NUST without the prior consent of the Council.

10.6.11.9 Remove or damage any approved notice fixed to a notice board.

10.6.11.10 Make a false statement when s/he applies for a job or goes for a medical examination

10.6.11.11 Abuse any of the leave benefits of NUST.

10.6.11.12 Use unauthorised parking.

10.6.11.13 Bribe anybody or receive any bribe.

10.6.12 Unconstitutional Industrial Action

10.6.12.1 No person may refuse to do her/his duties.

10.6.12.2 All persons must obey the conditions of service contained in their contract of service.

10.6.12.3 No person may instigate, persuade or encourage any employee of NUST to take part in any unconstitutional (unlawful) strike.

10.6.12.4 No person may intimidate any employee of NUST into taking part in any industrial action.

10.6.12.5 No person may impinge upon the right of an employee not to strike and to continue with his duties.

10.6.13 Employee Guilty of Misconduct

An Employee Shall Furthermore Be Guilty of Misconduct if -:

10.6.13.1 S/he does something prejudicial to the administration, discipline or efficiency of NUST, or if s/he lets such deed be done or connives at or otherwise allows such deed to be done on or in any premises of NUST or elsewhere during official functions or while on duty;

10.6.13.2 S/he unjustly criticises the administration of NUST or a Government department in public.

10.6.13.3 S/he discloses information gathered or obtained as a result of her/his work at NUST in any manner other than in the performance of her/his official duties, or if s/he uses such information for any purpose other than for the performance of her/his official duties, whether s/he discloses such information or not: provided that an employee of NUST be allowed to arrange for articles to be published in a periodical, either for consideration or not, providing such articles should first be approved by either the Vice-Chancellor or the respective Deputy Vice-Chancellors and an Executive Dean;

10.6.13.4 S/he accepts or claims any commission, money or remuneration, other than the emoluments payable to her/him for her/his duties s/he performs, for performing or failing to perform her/his duties, or if s/he fails to inform the Council of any offer made to her/him of such commission, money or reward.

10.6.13.5 S/he is convicted by a court of law for a criminal offence.

10.7 Dispute Resolution

10.7.1 Policy

It is NUST policy to settle a dispute (a deadlock reached regarding an individual or collective grievance) through dialogue in a climate free of external pressure, and by strictly adhering to the procedures as stipulated in the Labour Act, No. 11 of 2007. (Part ix, Sections 74 - 83.)

10.7.2 Definition

A dispute is an unresolved individual or collective grievance or grievances of employees, a deadlock reached, when such grievance or grievances remain unresolved despite all the steps taken and procedures followed *via* the employee relations structures created by mutual agreement between NUST and its employees.

10.7.3 Purpose

To endeavour to break the deadlock to ensure sound, productive and harmonious employee relations.

10.7.4 Dispute Procedure

10.7.4.1 Representatives of Management must meet twice with representatives of the employees within ten (10) workdays after the dispute commenced.

10.7.4.2 At those meetings, negotiations must take place in good faith, and both parties must actively endeavour to reach a compromise and settle the dispute.

10.7.4.3 If the dispute remains unresolved, the parties mentioned in subparagraph 11.7.4.1 must meet within five (5) workdays after the last meeting mentioned in subparagraph 11.7.4.1. At this meeting, alternative ways of settling the dispute must be discussed.

10.7.4.4 Alternative ways include all conciliation machinery provided for in the Labour Act, No 11 of 2007: mediation, arbitration and the industrial court.

10.7.4.5 No industrial action (e.g. a lock-out or strike) may be initiated by either NUST or its employees, unless an effort has been made to reach a compromise and settle the dispute by means of the conciliation machinery mentioned in subparagraph 11.7.4.4. or as per the relevant recognition and procedural agreement between the respective union.

10.8 Obligation: Good Faith and Striving for Labour Peace

10.8.1 NUST, as well as its employees and/or any employee association (e.g., trade unions and worker councils), shall mutually agree that each party is under an obligation to act in good faith and to endeavour to create a climate of mutual trust.

10.8.2 It is the responsibility of each party mentioned in subparagraph (11.7.4.1) to strive for harmonious mutual relations, and to do everything in its power to maintain, promote and strive for labour peace.

10.8.3 All the parties mentioned in subparagraph (11.7.4.1) shall also mutually agree that they will strive for and will endeavour to conciliate mutual needs, aspirations, objectives and interests without invading the rights of any party.

11. TERMINATION OF EMPLOYMENT

Termination of service shall mean the discontinuation of service of any staff member due to:

a) Resignation
b) Dismissal
c) Retrenchment
d) Medical Boarding
e) Retirement
f) Death

11.1 Resignation - Period of Giving Notice

11.1.1 Academic Staff (Includes Laboratory Technicians)

11.1.1.1 A staff member's service may be terminated by either party giving three (3) months' notice, provided that the last day of the notice period is at the end of an academic semester.

11.1.1.2 The Vice-Chancellor may, if the circumstances warrant it, accept a shorter notice period.

11.1.1.3 A staff member may terminate a contract of employment without giving the stipulated notice to the employer, provided s/he pays to the employer an amount which is not less than the appropriate monthly remuneration s/he would have received for the notice period s/he is in breach of contract.

11.1.2 Administrative Staff

Administrative staff shall give a notice period of one (1) month. Staff members appointed to Job Grades 1 - 4 shall give three (3) months' notice.

11.2 Dismissal

11.2.1 The Council may terminate the service of any staff member on account of:

11.2.1.1 Incompetence or unsatisfactory service.
11.2.1.2 Misconduct and negligence.
11.2.1.3 Unauthorised absence from service for a continuous period of ten (10) working days.
11.2.1.4 Negative certification of the probationary period.
11.2.1.5 Continued ill-health.

11.2.2 In the case of termination of service for health reasons, a staff member's service shall terminate on the date that two registered medical practitioners, appointed by the Council**,** declare her/him unfit to continue with her/his service.

The staff member may nominate an additional registered medical practitioner of her/his choice to the panel of medical practitioners at her/his own expense.

11.3 Retrenchment

11.3.1 Any staff member may be retrenched from the service of the NUST on the abolition of her/his post due to discontinuation of the service/ reorganisation/rationalisation of the staff establishment of NUST.

11.3.2 NUST shall endeavour to accommodate the person undergoing retrenchment in another position without loss of previous status or benefits. It may, however, be deemed necessary to retrench an employee or a category of employees at certain times for economic reasons.

11.3.3 NUST may terminate the appointment of a staff member who does not accept the alternative position by giving three (3) months' notice with normal remuneration and benefits.

11.3.4 Negotiations shall be done in consultation with the recognised Trade Union and will be done at terms that will not be less generous than those stipulated in the Labour Act, No.11 of 2007.

11.4 Termination of Service by Medical Boarding

11.4.1 When a staff member is medically boarded, the employment relationship between the staff member and the institution is deemed to have been terminated on the grounds of medical reasons.

11.4.2 Once medical boarding has been approved and effected, the staff member shall cease to be an employee of the institution. If the staff member subsequently recovers from the illness or condition that led to the medical boarding, he or she shall not be eligible for reinstatement to the former position or employment with the institution.

11.5 Retirement on Pension

11.5.1 Normal Retirement Age

The normal retirement date of a staff member is at the end of the year in which s/he attains the age of 65 years. A staff member is compelled to retire from the service of the Council and the post s/he occupied becomes vacant.

11.5.2 Pensionable Age

A staff member reaches the pensionable age upon attaining 60 years. S/he may elect to retire with a pension on or following the age of 60 years and prior to reaching the age of 65 years.

11.5.3 Early Retirement Age

A staff member with 10 years of pensionable service may elect to retire early at any time after attaining the age of 55 years and before attaining the age of 60 years.

11.5.4 Appointment on Contract after Retirement - Retention of Services

In exceptional circumstances involving critical and scarce skills, NUST may, on an annual basis, extend the service of a staff member on a fixed-term contract beyond the normal retirement age, up to the first day of the calendar month, immediately following the month in which the staff member attains the age of seventy (70) years. Such an extension shall not constitute an automatic right or entitlement and shall be subject to a motivated request by the relevant Department and Head of Department/Dean, the consent of the staff member concerned, recommendation by the Director: Human Capital, and approval by the relevant line EXCO member. The extension may be considered only where the position has been advertised through an appropriate recruitment process and no suitable candidate has been identified for appointment.

11.5.4.1 Such a temporary appointment is made in a post and at a salary mutually agreed upon and without any fringe benefits.

11.5.4.2 Any extension of service is subject to the submission of a medical certificate by a medical practitioner designated by the Council.

11.5.5 Continuation of Membership of the Medical Scheme

11.5.5.1 Where applicable, a staff member who was appointed before 01 December 2006 with at least 10 years of pensionable service may, in such a manner as the regulations provide, make arrangements with NUST and the medical scheme for continued membership, as a pensioner member after retirement.

11.5.5.2 Widows/widowers and dependent children of former members of the medical scheme who were appointed before 01 December 2006 with more than 10 years of pensionable service, may keep their status as beneficiaries under the scheme, subject to the regulations of the medical scheme.

11.5.5.3 All employees appointed as from 01 December 2006, and their dependants, shall not qualify for any employer contribution to the medical aid scheme after retirement.

11.6 Death

On the death of an employee who has been a contributing member of a pension fund, a funeral benefit shall be paid to her/his widower/widow or dependants, subject to the provisions of the regulations pertaining to the pension or fund concerned, and any annuity shall also be paid if such employee had qualified for an annuity in terms of the regulations of such pension or fund.

11.7 Last Day of Salary

11.7.1 The salary of a member of the academic staff shall be paid to her/him on the day on which the official academic operations for the NUST term in question end.

11.7.2 If a member of the academic staff resigns on a date later than the first day of a NUST term, her/his salary shall end/be paid up to and including the last day of actual service as determined by the Vice-Chancellor, should the Vice-Chancellor accept/approve the resignation.

11.7.3 If a member of the administrative staff resigns on a date later than the first day of the calendar month in which s/he resigns, her/his salary shall be paid up to and including her/his last day of actual service.

11.8 Severance Pay

11.8.1 To qualify for severance pay, a staff member must have completed at least twelve (12) months of continuous service with the University.

11.8.2 Severance pay shall be payable to eligible staff members under the following circumstances:

11.8.2.1 The staff member is dismissed, except in cases of fair dismissal due to misconduct or poor performance.

11.8.2.2 The staff member dies while in the service of the University.

11.8.2.3 The staff member retires or resigns at or after the age of fifty-five (55) years.

11.8.3 The payment of severance benefits shall be in accordance with the provisions of the Namibia Labour Act, 2007 (Act No. 11 of 2007) and any subsequent amendments thereto.

11.9 Payments Due on Dismissal, Resignation or Termination of Service

11.9.1 No salary or other benefits will be paid in respect of the last pay period prior to termination of service unless the following conditions are complied with:

11.9.2 All amounts due to NUST or any outstanding on garnishee orders from a court for collection from the employee must be paid.

11.9.3 A clearance certificate must be produced confirming the return of all NUST property and compliance with all agreements and contractual obligations in accordance with the Council-approved resignation procedure



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