

3.1.2 Birth of a child

(a) Consistent with the required scheduling of ante-natal and post-natal classes, time off should be facilitated to allow the mother and her partner time-off to attend such clinics and classes. Subject to normal leave procedures, staff would not be required to take annual leave for such attendance;

(b) Should the mother be unable to work prior to the birth of her child, this is for significant periods and the person had run out of the sick leave, the HR Division would consider giving special sick leave. The guidelines of the Special Sick leave protocol will apply;

(c) The benefits and leave listed in 3.1.2 (d) and (e) is available to;

(i) Women in permanent posts who have worked at the University for at least 1 year (full-time or part-time);

(ii) Women in contract posts of at least 3 years who have worked at Rhodes University for at least one year;

(iii) Women in contract posts who have worked on a continuous basis (not more than one month between contracts) for at least 3 years albeit on one year contracts;

(iv) Women in contract posts where the contract post is for at least three years and where her partner has worked at the institution for at least 2 years. This would include a situation where the woman has been employed at the institution for less than 1 year; and

(v) Either partner, where they have both been employed at the institution for at least one year whether this has been in a permanent or temporary capacity (full-time or part-time), may make a choice as to who utilises maternity and paternity benefits, subject to legal requirements regarding the mother (e.g. 3.1.1, (b) (ii)). It must be recognised that under this dispensation the UIF will not pay for the partner of the mother.

(d) During the first 4 months of leave to those eligible (as per 3.1.2(c)), the following benefits will apply:

(i) Rhodes University will pay a minimum of 42% of the basic salary (The Unemployment Insurance Fund (UIF) pays up to a maximum of 58% of basic salary);

(ii) The institution will ensure that the individual's basic salary is maintained at 100% during such leave. Any short-fall between salary when proceeding on leave and what the UIF pays will be paid by the institution, e.g. if the person only gets 38% from UIF, Rhodes University will now pay 62% of remuneration, if the person gets nothing from UIF, Rhodes University will pay the full 100% of remuneration;

(iii) When person proceeds on leave, the institution will provide a loan facility for a period of no more than two months on the basis that the UIF claims usually take up to 6 weeks to process. Any subsequent loans for the next 2 months will have to be applied for on a month to month basis. The provision of a loan facility is subject to the current regulations governing University loans;

(iv) Should the person not be entitled to the UIF due to periods of unemployment prior to working at Rhodes University (such individuals would be those who have not worked continually for at least 2 years in order to have sufficient "credits"), the University will then pay the full salary. This benefit will be linked to a service contract;

(v) Support staff will continue to accrue leave; and

(vi) Academic staff will continue to accrue academic leave.

(e) Due to work considerations, no more than 6 months leave is provided. To those eligible (as per 3.1.2(c)):

(i) Staff shall be given a further 1 month's paid leave, paid for at the institution's expense since the UIF will no longer contribute. During this time, support staff continue to accrue annual leave and academic staff continue to accrue academic leave;

(ii) Support staff may take a further month's annual or accumulated leave (to the maximum of 6 months) by taking accrued annual leave. Should such staff not have leave, they may take unpaid leave subject to the provisions that guide such an arrangement; and

(iii) Academic staff will be granted a further month's paid leave (to a maximum of 6 months), linked to a service contract of 1 year's service. Academic leave would continue to accrue.

(f) For women on contract of more than 1 year but less than 3 years where the person has been in the employ of Rhodes University for at least 1 year, the following benefits would apply:

(i) Rhodes University will pay 33% of the basic salary for five months of leave;

(ii) Loan facilities would apply as per 3.1.2 (d) (iii);

(iii) Should this person become a member of permanent academic staff in the future, the full period of service including time on this leave will be used to calculate academic leave credits.

(g) Where the woman does not qualify in terms of the service requirement listed in 3.12 (c) and (f), a loan may be provided subject to the regulations governing institution loans;

(h) For fathers or partners who are permanent staff and who have worked at the University for at least 1 year whether this has been on permanent or temporary capacity (full-time or part-time), the following leave will apply:

(i) Two weeks leave will be provided which may be taken at any point within the first 2 months of the birth of the child, and this should be seen as distinct from family responsibility leave which remains available;

(ii) Evidence of paternity or joint parental responsibility is required in order for this leave to be authorized;

(iii) Maximum of two weeks per annum; and

(iv) Where partners employed at Rhodes University wish to share leave (as that listed in 3.1.2 (d) and (e), these two weeks will be added to that leave.

(i) For fathers or partners who are temporary staff on contract of at least 6 months and provided that they have been in the employ of RU for 1 year, the leave benefit listed under point (h) (i) to (iv) will apply.