

South African Postal Allied Workers Union



SAPAWU

mintirho ya vulavula

POLICIES

FINANCIAL POLICY

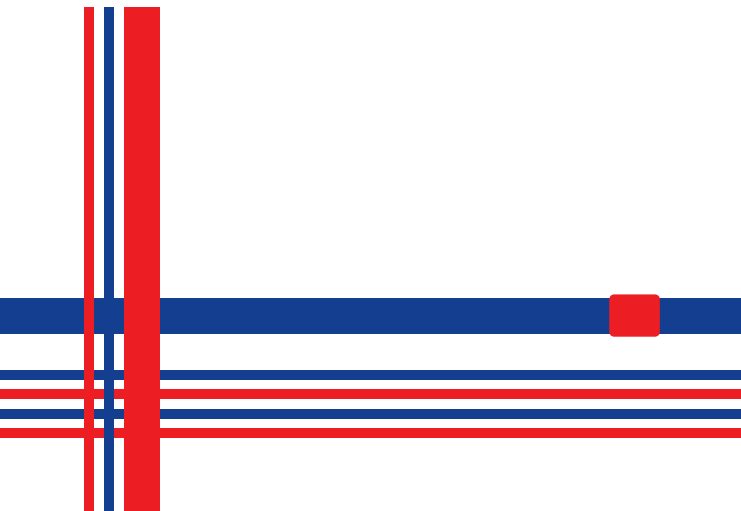


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1) **The aims and objectives of this policy are:**

- To give guideline on how members' monies should be used
- To be transparent and accountable
- To be able to provide audited financial statements in the CEC/NEC and any constitutional structures of the Union
- To ensure accountability
- To shape the direction of the union
- To pay any expenses incurred by the union
- To have financial control measures

2) **Traveling And Refunds On Union Business**

- Traveling by taxi/bus/train will be refunded on applicable rate for the trip, it will cover from the place of employment to where the meeting/ activity will take place
- Traveling by private car/own car will be based on applicable MVA rates determined by the NEC from time to time
- Only the driver/owner will be paid when ferrying comrades to the venue of the meeting
- Lunch money will be paid at a rate to be determined by the NC/ CEC/ NEC
- Air travel shall be strictly authorized and coordinated by National Office Bearers, in instances where a traveler misses his flight due to his negligence; he will bear the costs of the new ticket.
- Hiring of cars shall be at the sole discretion of National Office Bearers, failure to adhere to this process the person responsible shall pay and settle from his/her personal account
- Three days notice shall be given in advance if comrades are to travel on Union business, for national travels it will be approved by National Office Bearers and Regional travels by the respective Regional Office Bearers

3) FINCOM

- Shall compose of the President, General Secretary and Treasurer General
- All Regional Secretaries and Treasures will form part of FINCOM
- The meetings of FINCOM shall be held once in six months at a venue to be determined by the NOB's from time to time
- The mandate will be to ensure that Union's money is accounted as and when required by any constitutional structure

4) Lost Wages

- Lost wages shall only be paid to shop stewards and Office Bearers who attend bona fides Union activities sanctioned by a constitutional structure, this should be approved by the General Secretary,
- No lost time during or after strikes will be paid
- Strike action's no work, no pay will not be regarded as lost wage

5) Office and Office Equipments

- This shall be borne out of the National Office Account
- Regions shall sent their requirements to the General Secretary within a reasonable period for consideration
- The National Office Bearers shall open and manage all accounts
- The National Office Bearers shall be responsible for sourcing and paying of rentals to properties that are being used by the Regions
- The Regional Secretaries shall be responsible to manage office equipments and staff that is being appointed by the Union
- The General Secretary shall be responsible for employment of suitable staff members
- The national administrator will manage all phones and faxes for the National Office and report any misuse or negligent usage to the General secretary
- The Regional Administrator shall manage all office equipment and any misuse office equipment shall be reported to the regional secretary who will take appropriate action

6) Accommodation

- Only three star hotels shall be used
- Only National Office Bearers has the sole discretion to negotiate preferential rates with various hotels
- Regions will liaise with Treasurer General regarding approved hotels and the National Administrator will compile a list of hotels and send it to the Regions
- No accommodation will be paid from the National Account without prior arrangement with Treasurer General or the General Secretary
- Laundry will be covered where the minimum stay is more than four (4) days

7) Cellular phones

- All National Office Bearers shall get a cell phone allowance not exceeding R 1000.00 which shall include the instrument and this shall be determined from time to time by NEC/NOB. This instrument will remain the property of the Union and.
- The regional secretary and chairperson shall qualify for an allowance to the value of R 500,00. This amount shall be from the National Account
- All Regional Treasurers shall qualify for cell phone allowance of R 300,00
- All calls in excess of the stipulated account shall be to the comrades own pocket and failure to pay the money will automatically be deducted from the next month's allowance. No correspondence shall be entered into

8) Funeral Policy

- Union staff shall belong to a funeral scheme that shall be paid by the Union
- The beneficiaries will be their immediate families(member's children and wife/s only)No other relatives shall benefit

9) Laptops

- All NOB's, Regional Chairpersons and Secretaries will qualify to receive Union laptop which shall be returned to the Union upon expiry of term of office or when the individual ceases to hold an office
- Certain categories of officials shall receive Union laptops at the discretion of the General Secretary and shall be returned on termination of employment
- All laptops will be accompanied by modems and on the expiry of the life span (two years) of the equipment, the allocated person will be given the option to purchase it at the discounted amount
- This will be decided upon by the National Office Bearers from time to time

10) Claiming Procedure

- All claims from National Office shall be paid by the Treasurer General
- All claims from the Regions/ Branches shall be paid by the Regional Treasurers in areas of their jurisdiction
- Claims shall be submitted on a standard claim form detailing all expenses incurred
- The form shall be accompanied by receipts of expenses incurred
- In any other circumstances a decision to pay will be taken by the relevant structure within its jurisdiction
- The regional/national/local treasure will keep record of all **expenses** claimed
- The national treasure shall make regional allocations based on the representation(proportion) of the region

11. Consultancy Fees (including legal consultants)

- 11.1 External consultation for the cost of SAPAWU may only take place after written submission has been obtained from the NOB's

12. Teleconferences

- 12.1 Any teleconference that is arranged may not exceed an hour for ROB's; 30 minutes for BOB's meeting and two hours for NOB's meetings.

- 12.2 These units must be strictly adhered to.
- 12.3 All teleconferences must be approved by the NOB's /ROB's

13 Petty Cash

- 13.1 The petty cash amount shall be allocated on the basis of an initial amount of R1000-00 for head office. Usage of petty cash must be recorded in the monthly financial accounting template.
- 13.2 The Treasurer General will take full responsibility and accountability for the monitoring and accounting of petty cash.
- 13.3 Petty cash must be used for: postage, housekeeping items for the office maintenance costs and small but urgent claims (approved in the normal way) not exceeding R70.00
- 13.4 Any other item not listed above must be approved by the Treasurer General

14 Creditors

- 14.1 All creditors are to be paid per agreement with suppliers
- 14.2 All accounts are to be opened formally in writing by the NOB's
- 14.3 Any restrictions required on the account will be detailed in writing to the creditor by the NOB's

15 Lease Agreements

- 15.1 All lease agreements must be authorized by the national office bearers before signature
- 15.2 ROB's to sign after verification and authorization by NOB's
- 15.3 The same applies to negotiations over renewals and extensions
- 15.3 All Regional Office Bearers are directly accountable to the REC in so far as:
 - 15.3.1 ROB's must ensure that Regional expenditure does not exceed the approved budget
 - 15.3.2 Any extra ordinary/non-budgeted expenditure must be submitted in writing to the NOB.
 - 15.3.3 All expenditures incurred should be fully accounted for as per the finance procedures and the accounting template, including providing all the necessary supporting documentation.

- 15.3.4 The financial records of each month to be submitted to the Treasurer National and must include the following:
 - 15.3.4.1 Detailed statement of income and expenses.
 - 15.3.4.2 Copies of relevant cash book pages.
 - 15.3.4.3 Bank reconciliation statements.
 - 15.3.5 Bank statements processed for appropriate month.
 - 15.3.6 Petty cash analysis statement, where appropriate.
 - 15.3.7 Petty cash vouchers in numerical sequences.
 - 15.3.8 Cash flow statement for the ensuing month.
 - 15.3.9 All financial statements must reach National Office not later than the 15th of the month following the statement period. Financial statements will not be accepted unless approved and signed by the Regional Treasurer with any one of the two remaining signatories.
 - 15.3.10 All Regional statements must be submitted to the REC for approval.
 - 15.3.11 Should a financial statement be rejected at REC level and not ratified, the matter shall immediately be referred to the NOB for consideration.
 - 15.3.12 The monthly allocation paid to each Region, will not under any circumstances exceeds the amount budgeted for.
 - 15.3.13 The Treasurer General has the power to withhold funds from a Region if it cannot sufficiently account for the allocated funds.

16 Office Stationary

- 16.1 All stationary shall be controlled by Head Office.
- 16.2 Stationary requisitions will be completed and filed by the administrators at their respective office.

17 Toll And Parking Fees

- 17.1 Toll fees /parking fees will be paid on all trips that are undertaken in attendance of Union activities.

18 Traffic Fines

- 18.1 Under no circumstances will any traffic fine be paid by the Union, unless on Union registered vehicles based on purely administration omissions. Any other traffic fine should immediately be referred back to the relevant traffic authority with the name and address of the driver responsible.
- 18.2 All drivers must be in position of valid driver's license.

19 CAR SCHEME

19.1 AIMS

- 19.1.1 To provide access to transport which enables Union employees and Full Time Shop Stewards of the Union to cost effectively and efficiently perform their duties.
- 19.1.2 To provide a comprehensive car scheme.

19.2 APPLICATION

- 19.2.1 The SAPAWU car scheme applies only to Full Time Shop Stewards of the Union and certain categories of Union employees as captured in the HR policy.
- 19.2.2 Vehicles will be purchased by the FTSS or Union employee and only vehicles bought at a recognized car dealer will qualify under this policy.
- 19.2.3 FTSS using Union vehicles whilst performing company work must claim from the company on the standard rate of the company and the amount must be paid directly into the National account.
- 19.2.4 SAPAWU will negotiate and pay the deposit on the vehicle limited to a maximum of R10000. The deposit will be paid directly to the car dealer.
- 19.2.5 Thirty percent (30%) of the monthly payment (including maintenance and or motor plan) of the car will be paid by the Union FTSS or employee and the other seventy percent (70%) will be paid by the Union. This is called the 30%-70% principle.
- 19.2.6 The cost of comprehensive car insurance shall be borne 50% by the Union and 50% by the owner.
- 19.2.7 For FTSS who already own cars and are currently paying installments, they can incorporate their cars into the car scheme and the 30%-70% principle will apply/and they will be paid a discretionary amount as deposit.

- 19.2.8 In the event of an accident whilst on Union business, the extent of the negligence of the FTSS or employee concerned will be assessed. If it appears that the FTSS or employee concerned was negligent, he/she will be liable for up to 100% payment of all related costs not borne by the insurance company. In other cases the Union will bear 50% of the excess costs. The NEC or NOBs will make this assessment.
- 19.2.9 If the car has to be written off or is stolen, the deposit on the purchasing of a replacement car by the FTSS or employee will be subjected to approval by the Union's NOBs or NEC. It is highly recommended that FTSS and Union employees should have top-up insurance before the use of the Union car scheme, and the copy of such an insurance be handed to the Union head office in order for the costs related to an accident and that of written off or stolen car be paid by the insurance company with no extra costs from the Union or the owner.
- 19.2.10 All Union FTSS and employees must have valid drivers' license before entitlement to use this car scheme. A copy of the license must be filed at SAPAWU head office.
- 19.2.11 Fulltime employees will be paid a traveling allowance of R1200 per month, supported by the submission of supporting documents to cover official trips. After exceeding 2000kms of travelling per month, petrol money shall be paid by the Union on the basis of proof. The necessary claim forms must be filled for refunding of petrol money. The KM's travelled shall be calculated from the office of the union to the venue of the engagement (travel claim from home to the office will not be borne by the union)

19.3 SERVICNG OR MAITENANCE OF VEHICLES

- 19.3.1 All other services or repairs will be capped at R2500 subject to approval by the NOBs.
- 19.3.2 All new cars under the car scheme must have a maintenance plan or motor plan.
- 19.3.3 The 30-70% principle will apply.
- 19.3.4 Any person found guilty of submitting fraudulent claims shall be subjected to disciplinary action and in exceptional cases **automatic** suspension.
- 19.3.5 Payments should be supported by certified invoices from accredited service providers.
- 19.3.6 Options of extending motor or service plans to existing beneficiaries of the car scheme will be considered.

19.4 MONITORING AND ACCOUNTABILITY

- 19.4.1 The Regional Chairperson and Regional Treasurer shall be responsible for the monitoring of the use of the vehicles by the beneficiaries of the car scheme in their Regions.
- 19.4.2 They shall account to the Treasurer General on the state of the vehicle on a quarterly basis.
- 19.4.3 The President, General Secretary and Treasurer General shall be responsible for the monitoring of the use of vehicles by beneficiaries of the car scheme at National level.

19.5 TO QUALIFY FOR THE SCHEME, THE INCUMBENT MUST:

- 19.5.1 Be three months or more within the Union,
- 19.5.2 Have completed the probation period , where applicable,
- 19.5.3 Be a qualifying fulltime employee of the Union,
- 19.5.4 Be a Full Time Shop Steward of the Union, and
- 19.5.5 Union FTSS and qualifying employees who bought cars under this scheme will continue to qualify for this benefit in terms of this scheme. In the case of replacement of the car, the new car must be purchased under the conditions applicable to this scheme.

20. GENERAL

- 20.1. Any item that is not provided for within this policy requires the approval of NOB's /NEC.
- 20.2. All emergency and non-budgeted financial expenditure must be approved by the General Secretary and Treasurer General, and must be listed in full detail.
- 20.3. All claims that do not fall within the above policy, it shall be held for consideration by the following NOB's/ROB's meeting.

DISCIPLINARY CODE AND PROCEDURE

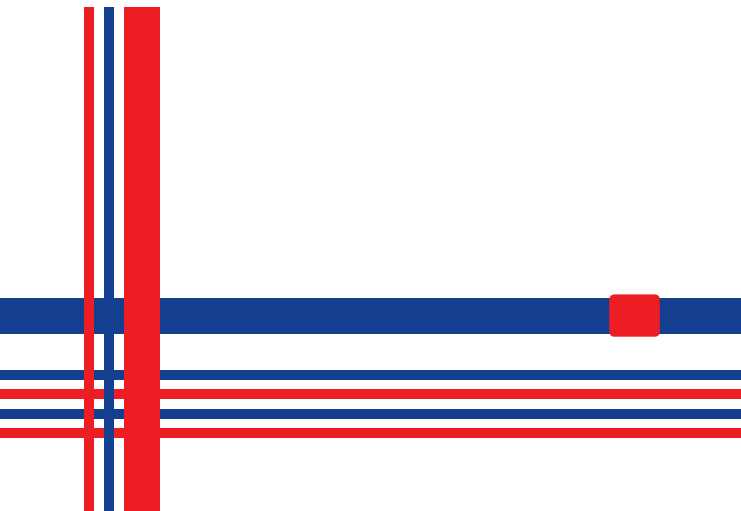


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1) Purpose

- a) To ensure that members conduct themselves in an acceptable manner
- b) To give guidance when there are deviations
- c) To correct behavior unbecoming
- d) To correct any behavior that can place the Union into disrepute
- e) To ensure that the aims and objective of the constitution are implemented effectively

2) Categories of people

- a) member, office bearer or elected officials
- b) Any All personnel employed by the union
- 3) Reasons For Discipline Or laying Charges
 - a) Placing the union into disrepute with its members
 - c) Violating the constitution of the union
 - d) Failing to attend three consecutive meetings of the union without an acceptable reason
 - e) Failing to pay union subscriptions at an appropriate time
 - f) Signing agreements without mandates from the national office
 - g) Inciting members to engage in unlawful industrial action

4) Composition of Disciplinary Committees

- a) The NEC, REC and BEC must establish disciplinary committees.
- b) The NEC, REC or BEC shall establish disciplinary Committee for each disciplinary matter.
- c) They will be composed of members in good standing and/or office bearers
- d) A BEC/REC will discipline members within their area of jurisdiction
- e) The NEC will discipline members of the union within all the structures

of the union(inclusive of national office bearers and staff appointed by the union) and will be the final adjudicator in all disciplinary matters of the union

- f) The REC will be responsible in disciplining regional personnel employed by the union

5) Possible Sanction

- a) They may be suspended indefinitely
- b) Suspended for a number of days/weeks
- c) They may be expelled from the union
- d) Remove the member concerned from his or her office in the Union
- e) Impose any fair and appropriate penalty
- f) In case of a union personnel contracts may be terminated

6) Procedure

- a) Any person disciplined should be informed in writing
- b) The disciplinary notice should be issued within 3 days prior to the hearing taking place
- c) The charge sheet should stipulate the charges to be presented in the hearing
- d) The right to have a representation
- e) The right to call witnesses in supporting or proving the misconduct
- f) The right to be told the nature of the misconduct
- g) The right to a fair hearing
- h) The notice should be acknowledged and signed, in a case where the person refuses to sign a witness should sign to verify that the notice was issued
- i) Only one postponement will be allowed
- j) The right to appeal within 7 working days within the appropriate structures(upper structures)

- k) The right to an interpreter
- l) The right to representation
- m) The right to be informed of the right to seek recourse at the CCMA
(applicable only to union personnel)

CODE OF ETHICS

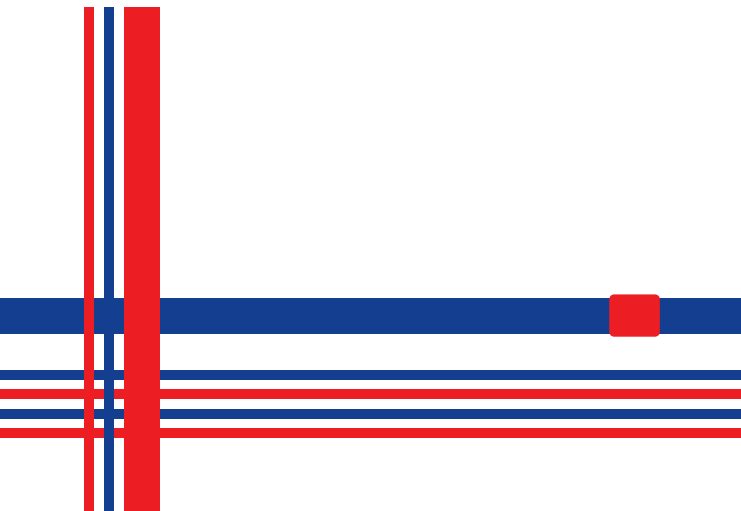


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1. INTRODUCTION

SAPAWU's primary objectives is to improve the conditions of service and protect the interests of its members, individually and collectively, in relation to their employers and otherwise, and generally to raise their status.

Operating in the South African POSTAL sector, SAPAWU identifies with members employed within the postal industry. It also encouraged sound employer employee relationships. The intention of the ethics is to regulate conflict as peacefully and constructively as possible by endeavoring to settle disputes by conciliatory methods.

The union's formation continues to be, commitment to fair and honest dealings, and integrity, in its interaction with all its stakeholders, this is the fundamental belief that SAPAWU's operation should be conducted honestly, fairly and within the parameters of labour and other related legislation.

SAPAWU's Code of Ethics, then, is designed to enable the union to achieve the following objectives:

- Provide full-time employees and elected office bearers with a thorough understanding of their union's traditions, principles and objectives.
- Enable employees and elected office bearers to interact in a professional manner and direct their efforts towards benefiting all sections of SAPAWU's diverse membership.
- Adapt to ever-changing internal and external environments without compromising SAPAWU's goals and principles
- Empower employees and elected office bearers to deal calmly and professionally with emotive issues that may arise at meetings of the union's structures and during professional interaction with employers.
- Promote democratic decision-making by fostering the fact that a successful democracy requires both discipline and acceptance of the majority view by those in the minority on any particular issue.

2. UNITY in action

SAPAWU's strength rests on two important pillars; the union's unwavering commitment to its credo "Unity is Strength", and its members' commitment to improving the welfare of all employees employed in the postal sector regardless of race, gender or seniority. Even though, for geographical or practical reasons, SAPAWU branch committees sometimes have representational imbalances, members of

these committees commit themselves to looking after, and representing, members in all spheres of the SAPAWU family. They accept that, in order to ensure the formulation of balanced views and strategies, it is often necessary to consult with the union's full-time officials and/or co-opt representatives from the under-represented race, gender or professional groupings. This insistence on optimum representivity - which had its origin during the apartheid era in defiance of unjust laws which barred employees of color from belonging to a trade union - has become a cornerstone of SAPAWU ethics.

3. INTER-RACIAL AND GENDER CO-OPERATION

All SAPAWU employees and elected office bearers charged with representing the union undertake to uphold their union's constitution and proud record as a trend-setter in the achievement of inter-racial co-operation. In pursuance of this goal, they undertake to include all shades of SAPAWU opinion in their debates and avoid proposing and/or adopting resolutions which could disadvantage members of other race or gender groups.

4. MEMBERS FIRST

When SAPAWU employees and elected office bearers meet on official union business, they are meeting for the purpose of advancing the interests of the members they represent. It is, therefore, their duty to place the interests of SAPAWU - and all sections of its membership - ahead of personal or sectarian ambitions.

5. MUTUAL RESPECT

It is SAPAWU's view that any member prepared to give of his or her time to work for the betterment of postal workers deserves respect, and that every viewpoint is worth a sincere hearing. Experience has shown that the most dynamic reforms often begin as unpopular concepts or clumsily expressed ideas. Without a fair hearing and unbiased debate, these ideas would have been stillborn. Members, therefore, undertake to treat one another with courtesy and respect, no matter how deep their differences might be on the issue under debate.

6. RESPECTFUL DEBATES

Pursuant to the above, it is the duty of those chairing meetings to ensure that internationally accepted debating procedures are followed at all times. This requires, inter alia:

- Leaking of information
- Respect for, and obedience to, the chair.
- Obeying standing instructions.
- Not interrupting, heckling or abusing the speaker.
- Avoidance of foul language and personal insults.
- Refraining from all forms of dishonesty, including the making of false and/or misleading statements.
- Not indulging in any action, which could bring the union - and its principals - into disrepute.

All union employees and elected office bearers accept these standards, as well as the fact that departures from them could lead to their temporary or permanent suspension from SAPAWU activities.

7. PREPARATION

SAPAWU office bearers accept that the trust placed in them by the members they represent demands that they prepare themselves thoroughly to debate issues in a responsible and relevant manner and those they will provide their branch executive committees and local membership with accurate feedback on the issues under debate.

8. MINUTE TAKING

SAPAWU requires accurate minutes of all the meetings of its structures. It is, therefore, incumbent on branch secretaries, and any other union member or employee charged with keeping minutes, to do so accurately and honestly. In the interests of accurate recording of minutes, all committee members are responsible for checking their minutes carefully before approving them.

9. CONFIDENTIALITY

Many SAPAWU debates - whether they are at branch level or at national forums - are confidential. The leaking of sensitive information on important issues under discussion could impair the union's strategies and effectiveness, with negative consequences for the members SAPAWU is representing. For these reasons, all committee delegates, whether elected or full-time representatives, undertake to treat the issues under discussion with the strictest of confidentiality when directed to do so.

Notwithstanding the above, all SAPAWU members are entitled to full information on the union's activities

10. MEDIA

In view of the need for unity of purpose and action, SAPAWU will ensure that its media statements present an accurate depiction of the facts of any issue and of the union's policy or stance relative to these issues. SAPAWU, therefore, will confine official media interaction, in the case of national issues affecting the entire union, to the general secretary or deputy general secretary; in the case of issues affecting a specific institution, to the appropriate assistant general secretary, and in the case of issues affecting a SAPAWU region, to the appropriate regional secretary.

Media statements not in compliance with the Code of Ethics will be regarded as unofficial, null and void, and are subject to revoke by the union.

11. DISCRETION

Conflicts of interest arise when managements attempt to interfere in a trade union's internal affairs by persuading individual office bearers to disclose confidential information. This is usually done through insinuations that siding with management would be career-enhancing, blatant attempts to divide and rule, or through direct offers of gifts and/or favors. To avoid becoming wittingly or unwittingly seduced into a situation where they might function as stooges and sell-outs, SAPAWU employees and elected office bearers undertake to refer any attempts to gain their favors to their branch committees and to the general secretary. Gifts and/or favors will not be accepted by any SAPAWU employee or elected office bearer without being cleared by an appropriate structure.

12. SUSPENSION

Temporary or permanent suspension may be applied to SAPAWU employees or elected office bearers guilty of the following infringements of SAPAWU ethics:

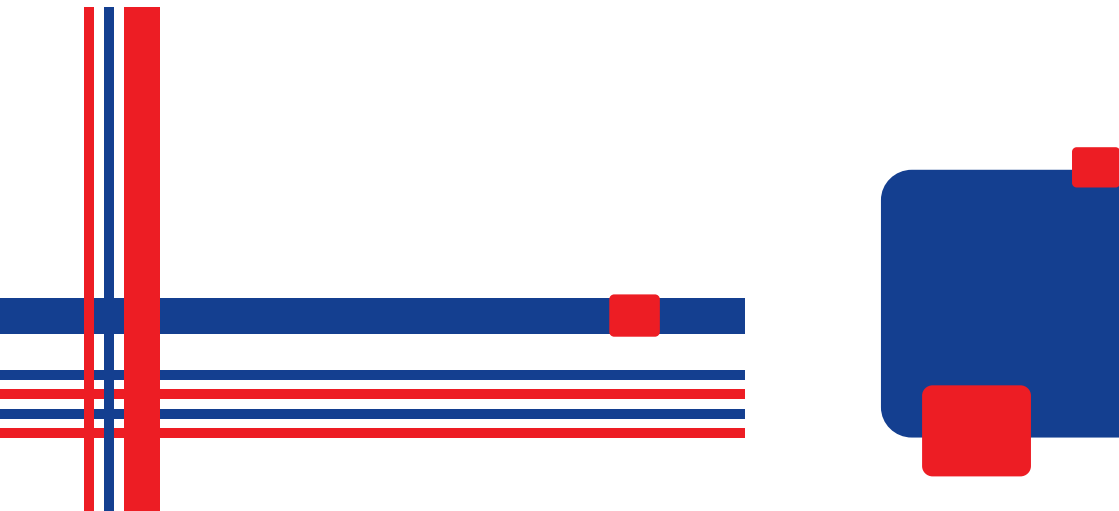
- Dishonesty of any nature.
- Breach of confidentiality, i.e., information obtained at meetings.
- Willfully disobeying the instructions of the union's structures.
- Assault or physical attack.

- Bringing the union into disrepute.
- Any other act that can be construed as misconduct
Aside from any disciplinary action taken against SAPAWU employees in terms of this Code of Ethics, all of the union's staff is subject to the SAPAWU disciplinary procedure and code.

13. MEMBERS' UNIQUE APPROACH TO WORK

Overarching all other ethics has been SAPAWU's member's unique approach to work. SAPAWU members regard employment in the postal sector as a career - not merely as a job. In the postal sector, it is its dedicated employees - not any passing management style - who are forever. Because most SAPAWU members have committed their working lives to their employment, they are cautious about taking actions designed to weaken their employer, their industry, or the greater South African economy on whose welfare the South African public confidence depends.

HUMAN RESOURCE POLICY



The condition of employment for employees of SAPAWU

1 Objective

- 1.1 The overall objective of this policy is to attract and retains competent, disciplined, dedicated and enthusiastic staff, who are prepared to assist the Union to achieve its aims and objectives as efficiently as possible and help develop the organization to the optimum benefit of its members.
- 1.2 The subsidiary aspect of this policy is to provide an environment that is conducive to staff contributing the best of their ability and also to help ensure that the organization receives value for the resources it dispenses to staff.

2 Notes

- 2.1 Disciplined” means- to perform duties properly comply with deadline; abide by the rules, policies and decisions as decided upon by the relevant structures of the union and its constitution.
- 2.2 Dedication” means- to be always on time with the energy that will benefit the Union.
- 2.3 Enthusiastic” means- to be interested in the work that one performs and be happy at all time with the Union.
- 2.4 Environment” means- creating conducive environment for the employees to carry out their duties to the best of their abilities.

3 Appointment Of Staff Members

- 3.1 All staff members of the union shall be employed formally and shall be permanently employed by a decision of the National Executive Committee.
- 3.2 Any employee of the Union shall sign a contract of employment in acknowledgement that he has accepted his employment by the Union.
- 3.3 It is the duty of the employee to satisfy himself with the Constitution and Policies of the Union.

4 Probation Period

- 4.1 The union has right to promote any employee taking up a new position in the Union or newly appointed in the union on probation for a period of three (3) Months.
- 4.2 At the end of this period the employee may;
 - 4.2.1 Be permanently employed in the position.
 - 4.2.2 Have his services terminated in the case of a new employee who may have found not to be suitable for the position, and or
 - 4.2.3 In the case of existing employee who was transferred to a new position and who may have been found not to be suitable for the position, such staff member may be transferred back to his previous position.
 - 4.2.4 In the case of Promotion (internal) or Probation these conditions shall not apply.

5 Letter Of Appointment

- 5.1.1 In all cases of appointment whether to a new post or as a new employee, a letter of appointment must be given to the staff member reflecting his remuneration and probation period if any.
- 5.1.2 Attached to this letter should be a copy of Human Resource Policy or Basic Condition of Employment act (BCEA).
- 5.1.3 The employee must sign acceptance of this letter and the conditions attached to it.

6 Employment of Temporary Staff

- 6.1.1 Temporal employment shall be done in consultation with the National Office Bearer through the relevant structures and must be limited to the administrative Personnel.
- 6.1.2 Temporal employee shall sign a contract with the Union for the period decided upon by the NOB's or REC not exceeding six months and it must be in line with the provisions of the applicable labour law.
- 6.1.3 Temporal employee shall have the right to apply for any vacant position in the Union advertised whilst employed on temporal basis.
- 6.1.4 Temporal employee shall be paid 60% of the fulltime employee's salary.
- 6.1.5 No benefits other than the salary shall be enjoyed by the temporal employee.

7 Job Designations

- 7.1 The employee shall be designated to a specific job or title.
- 7.2 The purpose of designating of jobs is to:
 - 7.2.1 To indicate the broad responsibility which the job entails.
 - 7.2.2 To establish lines of authority.
 - 7.2.3 To determine levels of reporting and accountability.

8 Job Descriptions

- 8.1 Each job designations shall have detailed job descriptions, which clearly elaborate on contents; scope and area of jurisdictions to minimize workplace conflict.
- 8.2 The aim of the job descriptions is to assist employees to perform their duties independently, in time and with competency.
- 8.3 Job content may be enlarged and enriched from time to time with employee concerned.

9 Remuneration

9.1 Salaries are based on four principles, which are:

- 9.1.1 To pay employee appropriate for the service rendered.
- 9.1.2 To attract and retain suitable, high performer human resources.
- 9.1.3 To reward nominal service and loyalty to the organization.

9.2 Salaries

- 9.2.1 Employment and salary increase of the staff members shall be based on the industry's market related rates and inflation respectively, depending on the financial position of the Union and determined by the job specifications of a specific functionary.

9.3 Pay day

- 9.3.1 Salaries are paid directly into employee's banking account on the last day of each and every month end.
- 9.3.2 If the month end falls on the weekend or public holiday, the salaries will be paid on the last working day preceding the weekend or holiday.

- 9.3.3 New employees will be paid by Cheque for the first two month of employment.

9.4 Salary Review

- 9.4.1 Salary review takes place annually, typically during the month of July and becomes effective on the 1st September of each year.
- 9.4.2 The staff may appoint an employee/s to negotiate the general increase on their behalf in which case the agreed upon increase becomes binding on all staff.

9.5 13thCheque/ Bonus

- 9.5.1 During the birthday month of an employee a 13thCheque is paid to such an employee equal to the monthly salary of the employee.
- 9.5.2 In the first year of the employment the bonus shall be pro-rata.

9.6 Salary advance

- 9.6.1 Under special cases, an employee may on written request be granted an advance on his salary not exceeding 2/3 of his monthly gross salary.
- 9.6.2 This advance will be deducted from the employee's salary at the end of the month following the month in which it was granted, and no further authorization shall be granted until outstanding money is redeemed.
- 9.7 Unemployment Insurance Fund (UIF)
- 9.7.1 It is statutory requirement (BCEA) that all employees earning a basic salary of not less than certain amount must contribute 2% of their basic salary to UIF.
- 9.7.2 A 1% of the employee's monthly salary is deducted every month and paid over to this fund.
- 9.7.3 In addition to this 1% pay by the employee the union also pays an equal amount to this fund.

9.8 Income Tax

- 9.8.1 The pay as you earn (PAYE) standard income tax of employee (SITE) system of the government requires the Union to deduct a statutory portion on the salary of an employee each month and pay it to the receiver of the revenue.

9.8.2 These amounts deducted are in accordance with tax tables issued by the department of Inland Revenue.

10 Deductions from Salaries

10.1 The following deduction may be made or allowed on the staff Salaries;

- Income tax
- UIF
- Car payment if required
- Car insurance, if required
- Salary Advances
- Fines resulting from a Disciplinary
- Pension/provident Fund
- Loans repayment
- Any Garnishee Orders

11 Hours of Work

11.1 To ensure standardization within the Union with respect to normal working hours for all employees are set out below;

11.2 Office Hours

11.2.1 08:00 to 16:00 for all staff (Monday – Friday).

11.2.2 09:00 to 12:30 on Saturdays.

11.2.3 All employees may be requested to work beyond normal hour without compensation.

11.3 Office Breaks

11.3.1 All employees are entitled to a paid lunch break of 60 minutes between 13:00 to 14:00.

11.3.2 Tea breaks are taken at 10h:30 to 10h:45 and at 15h:00 to 15h:15.

- 11.3.3 Tea time is a privilege and not a right.
- 11.3.4 All staff has the same right and that include their managers employed by the union.

12 Overtime

- 12.1 Employees are to work overtime as and when required by the union, is a Basic condition of service of all employees.
- 12.2 Regional and National secretariat and Organizers and Administrators do not qualify for overtime.

13 Leave

13.1 Paid Vacation leave

- 13.1.1 All staff members are entitled to 21 paid leave days (working) per annum (1.67 per month).
- 13.1.2 Pro rata leave may be leave granted on the discretion of Office Bearers.
- 13.1.3 Leave schedule for annual leave should be worked out by the General Secretary in consultation with the NOB's to ensure the smooth running of operations of the office.
- 13.1.4 Leave may only be taken after completion of leave form and it been approved by the General Secretary (in exceptions leave may be granted on Telephone especially on emergencies and leave form signed later).

13.2 Unpaid leave

- 13.2.1 Unpaid leave may be granted on written request by the employee.
- 13.2.2 Unpaid leave cannot be granted if any employee has not taken existing accumulated paid leave.
- 13.2.3 Unpaid leave must be approved by the General Secretary in consultation with the NOB's.

13.3 Sick Leave

- 13.3.1 All employees are entitled to be paid sick leave based on length of service, as set out below:
- 13.3.2 First year of service: 1 day sick leave for every month completed service.

- 13.3.3 Subsequent year: 12 days for every completed years of service.
- 13.3.4 Sick leave in access of the above may be converted to unpaid leave (where applicable) in terms of the Union leave Policy.
- 13.3.5 No medical certificate is required for absence of less than 3 days unless if there is suspension of abuse or unacceptable pattern of absenteeism exist (Include Mondays and Fridays) this case the General/Regional Secretary could request Medical certificate before sick leave could be paid.
- 13.3.6 Paid sick leave is granted when the employee has satisfied the union that he/she was physically unable to perform his/her duties.
- 13.3.7 Sick leave must be applied for on the leave form to which a medical certificate should be attached.
- 13.3.8 In case of serious or prolonged illness or accident with the result of prolonged stay in hospital, special unpaid leave may be considered by NOB's.

14. Parental right

14.1 Maternity leave

- 14.1.1 Six (6) month maternity leave will be granted to a pregnant employee per occasion of which 4 months of this leave will be fully paid and 2 months should be claimed from the UIF (as per BCEA)
- 14.1.2 This must be taken as prescribed in the BCEA; four (4) weeks prior and 8 weeks after birth.
- 14.1.3 Maternity leave does not affect 13th Cheque/bonus of an employee.

14.2 Paternity leave

- 14.2.1 Employees of the union are entitled to five (5) day paternity leave to be taken after one week of the birth of the child. A birth certificate must accompany the application.

14.3 Special leave

- 14.3.1 Compassionate leave
 - 14.3.1.1 A maximum of five (5)days per incident is granted. Compassionate leave is limited to death and serious illness of immediate family member. Immediate family is defined as follow; Spouse, Parents, Partners, in-laws, Children, Siblings, Grandfathers.

14.3.1.2 Compassionate leave cannot be accumulated.

14.4 Study/Exam leaves

14.4.1 Study leave of up to 10 working days per semester will be granted to an employee who has registered with one of the recognized institutions.

14.4.2 Exam leave shall be 2 day before the exam subjected to production of the tertiary timetable and additional day off on the actual day of the writing of exam.

14.5 Unauthorized Leave

14.51 Any vacation leave not pre-authorized or for which permission was not granted will be seen as unauthorized.

14.6 Public Holiday

14.6.1 All employees are granted all gazette public holiday with full pay, when a public holiday falls, within the period of annual leave, will this day will not be deducted from the leave.

15. Confidentiality

15.1 All information relating to the union, its employees and members will be dealt with in strict confidentiality. Any employee/member releasing such information to unauthorized persons; members and third party without explicit permission of the union will be discipline.

15.2 Any employee who has left the employment of the union is also restricted in terms of this clause unless specifically allowed by in writing signed by the President of the union to release such information as specified in Clause 15.1 above.

16. Resignations

16.1 Both the union and the employee must give a written notice of their intention to terminate the employment contract.

16.2 Changes to the notice period may only be consent of the Union and the employee

16.3 The employee's final salary will include his normal remuneration plus the accumulated leave.

16.4 Any amounts owed by the employee to the union will be deducted from his final salary

16.5 On leaving the employment of the union, a certificate for service must be handed to each employee confirming the detail of their employment.

17. Breach of condition of Employment

17.1 Any employee who breaches any of the condition of service may be disciplined.

18. Amendments to this document

18.1 Any party (The union or employee) may at any stage during or before the commencing of the substantive negotiation if any give notices in writing to the other for proposed changes to this condition of service.

18.2 These proposed changes would then be subjected to the annual negotiating process.

18.3 Changes however may only be made and implemented once there is an agreement in writing between the two parties and signed by both.

