

**WORKING CONDITIONS AGREEMENT
FOR SACC AWU EMPLOYEES FOR THE
PERIOD 29th FEBRUARY TO 28th
FEBRUARY 2001**

WELCOME TO SACC AWU:

As a SACC AWU Staff Member it is important to know exactly what your Conditions of Service are hence this booklet.

The Union believes in the principle of good and fair treatment of Staff and sees this as encouraging motivated and dedicated Officials. We have therefore tried to make Conditions as favourable as possible within the constraints of being a no-profit making organisation. In return, however the organisation does expect diligence, commitment and efficiency.

Staff have the right before 1st March every year to put forward proposals to National Finance Committee in order to improve Working Conditions. Two Representatives elected from each Region will attend National Discussions/Engagements which shall put together a national mandate and elect Representatives to meet with NFC.

EMPLOYMENT:

1. Applications for Local and Region within SACC AWU are addressed to the Regional Secretary and for national employment to the General Secretary.
2. The Regional Executive Committee (REC)/ROBs or Central Executive Committee (CEC)/NOBs appoint an interviewing committee with

guidelines on what is required of the applicant.

3. Once the interview has been done, the interviewing committee makes recommendations to the relevant structures. However the recommendation gets implemented immediately pending ratification within statutory provisions.
4. The REC or CEC then takes the decision on whether to employ applicant.
5. Once this decision has been taken, a letter of confirmation is sent to the successful applicant.
6. The newly employed Staff Member is then put on probation for **3 months** during which time SACC AWU and the Employee can assess whether he or she is going to stay permanently with the Organisation. **24 Hours notice** from either party may be given in the event that the Union decides that the Person is not **actually suitable** or the Employee decides that he or she does not want to **continue** working for the Organisation.
7. Once the probation period is up, the notice period either way is **thirty (30) days**.

WORKING HOURS:

1. The normal working hours are from **8h30** to **17h00** from **Monday to Friday**, and **8h30** to **13h00** on **Saturdays**. Grade A to D Staff work unfixed hours

but are expected to work at least **seven and a half hours** per day.

2. Employees are entitled to **one hour** lunch break a day.
3. Grade E to G Staff are entitled to **one day-off per month** while Grade A to D Staff are entitled to **two days-off per month**.
4. For the purposes of days-off Saturdays are treated as full working days.
5. Days-off may only accrue to a maximum of **3 days** over two months for Grade A to D Staff and **one and a half days** for over two months for Grade E to G Staff.

REMUNERATIONS:

1. Salaries are paid on the **25th** day of each month, unless this happens to fall on a Sunday or Public Holiday in which case payment will be made the day before or after. In December, payment of Salaries will be on the **15th**.
2. Rates for the Grades in SACCAWU are as follows:-

GRADES	SALARY
A. SECRETARIAT	R7 883.95
B. HEAD OFFICE UNIT CO-ORD. & REGIONAL SECRETARIES.	R5 676.44
C. HEAD OFFICE OFFICIALS	R5 361.08
D. REGIONAL & LOCAL OFFICIALS	R5 045.72
E. ADMINISTRATORS	R4 730.02
F. DRIVERS	R4 572.66
G. GENERAL ASSISTANTS	R3 474.76
H. CARETAKER – SECURITY	R3 158.88

LONG SERVICE ALLOWANCE:

The Long service allowance will be paid by the Union in the following structure:-

1. **On completion of Five (5) Years – R500-00.**
2. On completion of Ten (10) years – R1 000-00
3. On completion of Fifteen (15) years – R1 500-00

Salaries will be paid into Staff accounts and monthly salary slips shall be given to each Member of Staff as from the 1st August 1993. Where appropriate Staff shall be furnished with the necessary UIF and Tax documentation.

No interest will be charged on Staff loan for funeral expenses but a death certificate will have to be produced.

SOCIAL SECURITY BENEFITS:

PROVIDENT FUND:-

SNPF:

All Members of the Staff will belong to the Provident Fund (the rules and provisions are in a separate booklet). The Union will contribute 7,5% of the Employees's salary and the Employee will also contribute 7,5%. The SACCAWU National Provident Fund (SNPF) is wholly controlled by SACCAWU and applicable to both Staff and Members.

MEDICAL AID:-

SACCAWU Medical Aid is also for Members and Staff.

The Union provides a free and voluntary Medical Aid Scheme for any Staff

Member who wants to be covered. The conditions are as follows:-

You will be covered by the following inter alia:-

- 9 100% of the scale of benefits subject to the stipulated number of visits per year this covers General Practitioners and Specialists, Visits and Consultations.
- 9 100% of the scale of benefit, included in Hospitalisation limit for Surgical Procedures.
- 9 100% of the scale of benefit, subject to the stipulated limits for Hospitalisation (which includes Theatre Fees, Medicine and Material used in Hospital).
- 9 Dentistry (includes Conservative, Specialised Dentistry and Osseo-Integrated Implants. 100% of the scale of benefit subject to the stipulated limits.
- 9 Maxilla facial – linked to Hospitalisation Benefit
- 9 Medicine – Routine:
Covers chronic medication considered upon application – 100% of the cost subject to the limits given.
- 9 100% of the scale of benefit subject to stipulated limits which covers for Remedial and other Therapies including Audiology and speech Therapy.
- 9 100% cost of psychiatric treatment.
- 9 Optical: eye examinations – R60.00 per test, Frames and Lenses 100% of cost subject to stipulated limits.
- 9 100% of scale of benefits subject to stipulated limits for Radiology and Radiography (X-Rays).
- 9 100% of scale of benefits subject to stipulated limits for Pathology (Fluid Testing-Blood Urine, etc).
- 9 100% of scale of benefits subject to stipulated limits for Physiotherapy.
- 9 100% of cost, subject to R6000.00 limit for Internal Prosthesis.
100% of cost, subject to R1200.00 limit for external Prosthesis.
- 9 R1000.00 per year for Ambulance Services.
- 9 Cochlea Implants Nursing.
- 9 Organ transplant.
- 9 Funeral benefits for R5000-00 per adult, R3000-00 for children between 6 and 14 and R1500-00 for children under 16.
(The current scheme is under review to be concluded by November 2000. Discussions are with INGWE).

PARENTAL RIGHTS:-

- Full rights apply to anyone with 8 months service.

- ❖ Anyone who does not have 8 months service shall be excluded from paid maternity leave or full medical provident fund contributions but will receive all other benefits.
- ❖ No-one can be retrenched while on parental leave.
- ❖ No pregnant job applicant will be refused a job on the grounds that she is pregnant.
- ❖ No Employee will be dismissed or disciplined on the grounds of pregnancy or any other reason connected with pregnancy.
- ❖ Mother or both parents employed by SACCAWU are entitled to 11 months leave until the child is 4 years old. Parents may share the leave in whatever way they choose. 6 Months will paid at 30% and 3 months at 100% of normal salary with the remaining 2 months unpaid.. Adoptive parents of babies up to the age of 1, may take 10 months leave with 6 months at 30% and 2 months at 100%. Where UIF is not forthcoming, Staff can choose which months they wish to take the 100%.
- ❖ Adoptive parents of babies between one (1) year and twelve (12) years may take three (3) months leave of which one (1) will be paid in full.
- ❖ Medical Aid and Provident Fund contributions will be paid in full by SACCAWU for those months when full pay is not received.
- ❖ Fathers are entitled to 8 days paid leave in respect of children born, or children adopted up to the age of 12 years. They may take further 18 days unpaid leave.
- ❖ In the event of still born birth or miscarriage, female Staff will be granted paid leave in accordance with a medical practitioner's recommendation, and may take further unpaid leave if required.
- ❖ No annual leave will be taken by female in the year they take parental leave except the leave accumulated to them going on leave.
- ❖ It is the Employee's choice as to when to start leave but Female Staff may not work in the last month of pregnancy or for the first two months of their babies lives.
- ❖ Service will be regarded as continuous and Employees are guaranteed the right to return to work in the same job or similar, up to 10 months after birth or adoption of the child.
- ❖ On return to work, the Staff Member will be paid no less than when he or she embarked on leave and will be entitled to any increases or bonuses awarded during the leave period.
- ❖ All permanent Female Staff have the right to a day-off to attend ante-natal clinics once a month

for the first 6 months of pregnancy and thereafter one day every two weeks.

Should an Employee not exercise the full right to leave, then he or she may take one day-off per month to attend clinic without loss of pay until the child is 6 months old. Thereafter Female Employees may take a further day-off every three months until the child is one year.

Should problems arise with the child or Employee after returning to work and has exhausted her full Parental leave entitlement, she may take further 18 days leave to be deducted from other forms of paid leave e.g. annual leave or taken as unpaid leave. This shall be valid until the child is 3 years old or 12 months after birth in respect of the woman.

It is recognised that certain types of work e.g. heavy manual work, computer work are dangerous to pregnant and nursing women and the Union will take care to ensure their health.

All leave must be applied for in advance.

UBUNTU FUNERAL SCHEME:

All Staff are covered by the Ubuntu Funeral Scheme whereby funeral expenses are paid by the Scheme in respect of Family Members. The Union carries the full cost of the Scheme.

ANNUAL LEAVE:

Employees who complete a year's service with the Union are entitled to twenty five (25) working days per year. Employees who have completed five (5) or more years are entitled to thirty (30) days annual leave. Annual leave to be taken as cash in lieu of leave cannot be paid out. No days-off may be taken in the month that annual leave is taken.

COMPASSIONATE LEAVE:

Employees are entitled to seven (7) days paid compassionate leave in the case of death of an immediate Family Member i.e. Parent, Brother, Sister, Spouse, Child and In-laws.

STUDY LEAVE:

It was agreed that Employees will be granted one day study leave for preparations per subject on condition that he or she is not going to write on consecutive days.

The above will exclude the actual day of writing exams.

SABBATICAL LEAVE:

On completion of three (3) years service Employees have the right to take one year sabbatical leave under the following conditions:-

- ↳ The application must be sent to the CEC which will approve the course.
- ↳ The Union will then pay the said person two months salary and assist with bursary applications.

- ☞ The Union will continue to pay contributions to the Medical Aid, UIF and Provident Fund for the said Employee who's application has been successful as a loan. This to be paid back after sabbatical leave
- ☞ A legally binding contract will be signed between the Union and the Applicant that his/her job will be guaranteed for the period agreed provided he/she will then work for the Union for agreed period after sabbatical leave.
- ☞ Employees taking sabbatical leave will forfeit all other Staff benefits during this period except those stated in Clause 4. Above.
- ☞ The Union does not guarantee that an Employee will be taken back to the same position as he/she held prior to commencing sabbatical leave.

SICK LEAVE:

As stipulated in the Basic Conditions of Employment Act, Staff are entitled to thirty six (36) days sick leave over a three (3) year period. Union structures may use their discretion with regard to certificates but the right to request proof of sickness is reserved by the Union. Failure to produce such certificates will result in pay being deducted.

This leave may be taken in respect of children subject to the above regulations.

PUBLIC HOLIDAYS:

Employees will be entitled to the following Holidays:-

New Years Day	-	1 Jan
Human Rights Day	-	21 Mar
Good Friday	-	5 Apr
Family Day	-	8 Apr
Workers Day	-	1 May
Youth Day	-	16 Jun
Womens Day	-	9 Aug
Heritage Day	-	24 Sep
Day Of Reconciliation	-	16 Dec
Christmas Day	-	25 Dec
Day Of Goodwill	-	26 Dec

CAR SCHEME:

The Union has recognised that key to achieving maximum output from our Field Staff, is mobility. It is recognised by all and sundry that for the Union to be competitive in our business, providing the necessary tools becomes pivotal. It is therefore against this background that the Union has put in place a Car Scheme.

THE OBJECTIVE OF THE SCHEME:-

To facilitate efficiency of the Union Officials in performing their tasks in order to maximise their outputs.

ELIGIBILITY:-

The Scheme is open to all staff Members.

QUALIFICATION:-

- 4 Full-time Staff members of the Union.
- 4 Valid drivers licence.
- 4 On successful completion of 3 months probation.

INSTALMENTS MAINTAINANCE SERVICE AND REPAIRS:-

- 4 The Union shall pay R2000-00 per month as an allowance to cater for servicing of the lease agreement, maintenance, repairs, petrol, insurance, etc. i.e. The allowance caters for everything relating to the running of the cars.
- 4 The allowance is applicable to Staff Members falling under grades A to D.

PURCHASE OF VEHICLES:

FINANCE:-

- 4 Finance will be arranged with the Bank and the Union will act as Guarantor to the deal.
- 4 The vehicle is purchased and registered in the individual's name.
- 4 The contract will be for 60 months, i.e. (5 years) after which the individual take full ownership of the car.

TERMINATION:

- 4 The Union shall cease to act as Guarantor, withdraw its R2000-00 monthly allowance on any of the following circumstances:-
 - μ termination of service of the Staff member;
 - μ resignation of the Staff Member;
 - μ contravenes any conditions of this agreement;

- μ use of the vehicle in activities that undermine the Union;
- μ use of the vehicle in activities that bring the Union into disrepute;
- μ if the outcome of the disciplinary enquiry so directs.

- 4 The affected party to be liable for all costs that may arise from the termination of the arrangement.
- 4
- 4 Should the affected party wish to retain the vehicle, he/she shall be responsible to secure his/her own financing, the vehicle shall be returned to the custody of the Union in good working conditions. Failure to secure such financing within 7 days, the affected party shall have no claim to the vehicle concerned to the Union.

ELECTED OFFICE BEARERS:

When the elected Office Bearer of the Union is not re-elected he/she would be required to indicate in writing whether or not he/she wishes to keep the vehicle. The Official must communicate his/her intentions within seven days after not being elected. If he/she is still in the employ of the Union, he/she would be allowed three months to organise his/her own financing of the vehicle, after which period the vehicle must be returned to the Union within seven days.

Should he/she not wish to keep the vehicle, he/she must return the vehicle in good working order within seven days.

(This scheme has since been overhauled in partnership with AVIS. The document will be later incorporated as there are

some other details still being synchronised).

LOANS:

The Union will grant loan amounting to not more than two months of the Employees salary in case of his or her Parents. The repayment of the above will be as per the Financial Policy. All loans except for funeral loans are repayable at 18,5% interest.

STAFF DEVELOPMENT:

The Union commit itself to develop its Staff through internal and external training and skilling. As far as acquiring skills is concerned the following shall apply:-

- ① An Employee wanting to participate in an external programme during the time of the Union will apply to the CEC detailing the course and length.
- ② If the CEC approves the course the Person will be given a loan which will be deducted from his or her salary during the period. The Person will then sign a legally binding contract that he or she will be working for the Union for an agreed period after completion of course.
- ③ If the Employee finish the course successfully the Union will reimburse the loan as a contribution towards Staff development and training.
- ④ As far as the internal course are concerned the Education Department in consultation with

other departments will arrange training session to which the Regional Secretaries and Secretariat in consultation with Staff and Office Bearers will appoint People to attend. This will include courses and training run by COSATU.

CODE OF CONDUCT:

All Employees of SACCAWU are expected to:-

- * report to work in accordance with the laid hours of work;
- * submit weekly report forms and a comprehensive monthly report for submission to the appropriate body i.e. Regional Officials to the REC for a National Official to the CEC;
- * attend all Staff meetings that are convened from time to time, and all Organisational Structural meetings that are constitutionally obligatory;
- * maintain a high level of discipline and efficiency, and to promote the good image of SACCAWU at all times;
- * be fully conversant with all the policies, models and agreements of the Union;
- * obey requests and instructions issued by Organisational Structures and Office Bearers, including implementation and follow up to all decisions made by these structures;
- * be punctual and honour all appointments;
- * play an active role in promoting the aims and objectives of SACCAWU being to:-

- ❶ defend and protect Workers and to fight for a decent standard of living;
- ❷ resist all forms of exploitation and oppression;
- ❸ build a democratic, just and non-racial society;
- ❹ struggle for a fair redistribution of wealth;

This can only be achieved under the Leadership of a united Working Class, and Staff commit themselves to:-

- ❖ build strong and democratic organisation run and controlled by Workers through its mandated leadership;
- ❖ carry out democratic decision-making;
- ❖ uniting all Workers in Trades or Industries in which we operate into one strong National Union;
- ❖ eradicating all forms of racism and sexism;
- ❖ participate actively in the mobilisation of the broader Working Class.

OUR OBJECTIVES ARE:-

- ❖ to regulate relations between Members and their Employers and to protect and further the interests of Members in relation to their Employers;
- ❖ to build a strong and active Shopsteward Movement;
- ❖ to improve wages and working conditions;
- ❖ to resist retrenchment and fight for full employment;
- ❖ to set up effective Collective Bargaining machinery;
- ❖ to democratise the work processes;

- ❖ to oppose any policy, practice or measure which will cause division or disunity amongst Members or Workers;
- ❖ to work towards one Federation of Trade Unions to unite and represent all Workers in South Africa;
- ❖ to build solidarity with Workers and their Unions in different countries;
- ❖ to use every legitimate means to encourage all Workers who are eligible for membership to become Members;
- ❖ to promote Working Class Unity and Organisation;
- ❖ to establish and administer funds for the benefit of our Members and/or their Dependents.

To encourage open and democratic political debates within the Union.

All Staff Members have the right to join political organisations of their own choice, but do not have the right to form party political factions within SACCAWU.

DISCIPLINARY AND APPEAL/GRIEVANCE PROCEDURES:

DISCIPLINARY PROCEDURES:-

Any Staff Member who fails to comply with any of the terms of the Union's constitution, who acts against the interest of the Union, or who does not adhere to the Code of Conduct may be disciplined by the body her or she is accountable to. In case of Regional Officials, this is the REC and in the case of National Official it is the CEC.

PERSONNEL COMMITTEE:-

The CEC or REC as the case may be, shall advise the Person concerned in writing not more than 30 days after the alleged offence was committed, and not less than 7 days in advance of the hearing. Such notice shall state the substance of the charge, and time, date and venue for his or her hearing.

The Staff Member being charged shall be advised herein of the right to representation by a Person from within the Union of his or her choice. Such notice shall be sent by registered mail to the last known address of that person or by hand with acknowledgement of receipt.

HEARING:-

If the body concerned is satisfied that the Staff Member has received the notice but is absent, it may continue with the hearing.

The REC or CEC as the case may be, should appoint the Standing Personnel Committee to hear all such matters.

The charge shall be put to the Staff Member concerned, and the Committee shall lead the evidence against the Employee.

The Employee has the right to be represented, to caucus with his or her representative, to call witnesses, to cross-question the Union's witnesses.

FINDINGS:-

Having heard the case, the Committee concerned shall put its findings in writing to the REC, CEC, or NEC, as the case may be, with a recommendation on whether charges should be dropped or if the Committee feels confident that the charges are valid, then to recommend

appropriate action. The Committee concerned in taking whatever action will not await the sitting of REC/CEC; but the said structure will ratify.

ACTION:-

Options open to the relevant structures are;

- to dismiss the said Employee;
- to suspend him or her for definite period of time without pay;
- to impose a fine not exceeding R5.00 for the first offence, and R15.00 for any subsequent offence with suspension without pay until fine is paid;
- to impose a verbal warning, written warning or final written warning.

DECISION:-

The REC or CEC, as the case may be, shall then decide on the appropriate course of action. Meaning that the REC or CEC may change, amend, accept or reject the decision by the Personnel Committee.

NOTICE OF THE DECISION:-

The Employee shall be advised in writing of the eventual outcome of the hearing not later than 7 days after the hearing and if he or she has been found guilty as charged, then will be advised in the same notice of the penalty and his or her right to appeal.

SUSPENSION ON FULL PAY:-

In serious cases, the Office Bearers of the body concerned have the right to suspend the Employee on full pay

pending the hearing or outcome of the hearing.

structures have been empowered the Constitutional Structures.

APPEALS OR GRIEVANCES:-

PERSONNEL COMMITTEES;

The Standing Personnel Committee of the REC or CEC as the case may be, shall hear all appeals or grievances from Staff Members. Such Committees shall sit no later than 7 days after having received notice of intention to appeal or lodge a grievance. The Personnel Committee shall make recommendation to the REC or CEC as the case may be and these structures can ratify such recommendations.

APPEAL STAGES:-

An Employee who has been found guilty as charged, and who wished to appeal to the decision of the REC may submit an appeal in writing to the Regional Congress, or to the CEC Personnel Committee within 7 days of receiving the original decision. The recommendations of the CEC Personnel Committee must be ratified by the CEC.

The Personnel Committee of both the REC and the CEC's recommendations are enforceable as the decision, in between REC/CEC meeting whose role is to ratify. The said Personnel Committees are the Sub-structures of the Constitutional Structures (REC/CEC) with the right to exercise full constitutional powers of the said structures in between their structural meetings. This essentially, means that their decisions are constitutionally binding, immediately enforceable, with REC/CEC having a right to ratify (accept or reject). And the said sub-