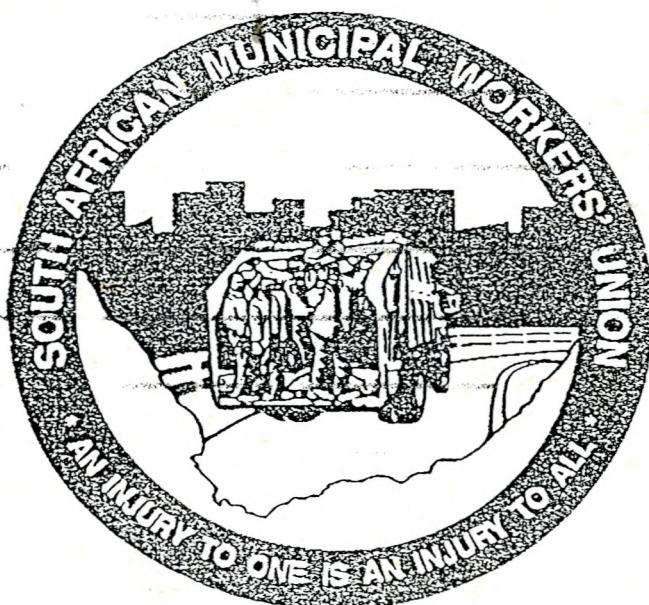


# CONDITIONS OF SERVICE OF SAMWU STAFF



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AS ADOPTED BY SAMWU NEC  
IN NOVEMBER 1994

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## INTRODUCTION

1. This document is as adopted by the SAMWU NEC in November 1994.
2. It serves to define the wages and conditions of employment applicable to all SAMWU staff and is the only conditions of employment document of the union.
3. Employees who were staff of a pre-existing trade union which merged with SAMWU who have conditions which were previously declared personal to holder ( in terms of merger agreements ) are required to examine this document and to individually register where they consider that their terms differ from this document. No improved condition hereby introduced can be taken to apply to such employees as a matter of right . They have a choice of registering specific conditions as " personal to holder " or converting to the full set of conditions as contained herein. Where they register a condition as personal to holder the NEC will decide whether new conditions hereby introduced are also applicable to them.
4. It is further recorded that whilst these conditions of service are open to be amended from time to time , as the NEC may decide , any representations for amendments shall normally only be considered during the later part of each year .
5. This document is not intended as a rigid set of conditions. The nature of union work does not lend itself to such rigidity. The key issue is the spirit of both staff and workers in dealing with working conditions in a fair and reasonable way in practice rather than using rigid laws. Where the word *minimum* is used it generally refers to the *lower limit* not a *minimum right*. In other cases the phrase " *should be entitled* " is used rather than the word " *right* ."

# **SAMWU STAFF WAGES AND CONDITIONS OF SERVICE**

## **1. PROCEDURE FOR DETERMINING STAFF WAGES AND CONDITIONS**

- 1.1. It is the policy of the union that the setting of wages and conditions is neither a matter of "negotiation" nor only of "consultation." That staff and workers are part of a collective struggle in which a central consideration is that decisions on the proportions of expenditure on various items is made as transparent as possible to both staff and workers.
- 1.2. It is the unions approach to determining wages and conditions for staff that there should be the fullest debate and understanding of the unions overall financial position and choices.
- 1.3. Staff have a responsibility to think in terms of the overall interest of the union but equally worker leaders must recognise that staff are a key resource for the union's progress.
- 1.4. A staff committee representative of all regions should meet with the FINCOM at least once a year and should also attend any NEC where wages and conditions are a major issue.

## **2. WAGES RATES AND STRUCTURE**

- 2.1. The wage scales and notches of the union as currently in force are appended marked "A".
- 2.2. It is the policy of the union to review wages in consideration of general wage adjustments from 1 January of every year.
- 2.3. Notch increases based on service are implemented on the anniversary date of employment for the first 5 years. These are subject to being withheld by the union for reasons of an evaluation of very bad overall performance by an official during the preceeding year.

2.4. The union places great value on the development of the skills and competency of its officials. The union is committed to an on going process of examining the introduction of a system of notching increases beyond the 5th year on the basis of skill and competency improvements of evaluated employees.

*Note: This clause aims merely to reflect the on going debate - it would be changed in future if agreement is reached on a skills based grading system.*

2.5. Where new staff are employed the union may, in its discretion, assess the competency and past experience of the person being appointed and may notch them into a scale above the starting notch. Provided that such measure has been approved by the NEC in declaring the vacancy or new post.

### **3. PROBATION**

3.1. There is an initial six months probationary period from date of employment which may not be extended.

3.2. The purpose of probation is to allow the newly employed official to be evaluated, given direction and inducted into the union. During probation evaluation and direction should take place on a monthly basis.

3.3. During the first month of employment no official shall be left to independently handle allocated responsibilities but shall work with and along side existing more experienced permanent staff.

3.4. A probationary employee shall be given reasonable written notice of the final evaluation meeting for confirmation of appointment. The probationary employee may be accompanied to such evaluation by a representative if they so wish.

### **4. HOURS OF WORK AND PROOF OF PRODUCTION**

4.1. The concept of "normal" or "ordinary" working hours is not in keeping with the nature of union work which requires meetings outside of the normal hours worked in the industry and requires the meeting of deadlines. The union does however keep general office hours during which it is required that offices are open for general business. These serve as a minimum guide-line for working hours.

4.2. The general office hours week is based on a 40 hour 6 days week. There is a 30 minute lunch break. Offices must be staffed for 4 and 1/2 hours on Saturday.

- 4.3. The maintenance of these General Office Hours during the week and on Saturday shall be determined locally through consultation with the staff and office bearers concerned who may apply flexi-time with respect to starting and finishing time of each staff member each day , and a rota for Saturday morning work . Hours so agreed shall be recorded and displayed in the office.
- 4.4. In general organising staff are required in their line of duty to use Saturdays and/or Sundays on most weekends for meetings and /or educational work. Accordingly administrative staff shall have a primary (but not exclusive) responsibility for maintaining office servicing.
- 4.5. Such flexi-time arrangements shall ensure that the office concerned is staffed for a core period between the hours of 9H00 and 17H00 each day. Where this is not possible because one or two organising officials operate alone from an office they shall so organise their weekly schedule as to ensure that administrative duties in the office are undertaken on at least one or two fixed days a week.
- 4.6. Each staff member shall have a determined "starting" and "finishing" time for each week day . Such week day hours shall cover a period of 8 hours excluding the 30 minutes lunch break. Provided that one afternoon off is applicable during the week where the official is scheduled to work on Saturday in terms of the rota.
- 4.7. Office hours for any individual staff start no earlier than 7H30 and no later than 9H00 and finish no earlier than 16H00 and no later than 18H00.
- 4.8. The frequency with which an official works to maintain general office hours on a Saturday through a rota must attempt to deal reasonably with the tension between office servicing , meeting and educational requirements over weekends and between work and the domestic / recreational needs of officials.
- 4.9. All staff should be entitled to a minimum of one Saturday off a month and one full weekend off a month.
- 4.10. Where staff work over the full weekend they are entitled to one day off in the next week. This should not be seen as accrueable nor a rule to be applied rigidly. It should be taken as soon as is reasonably possible.
- 4.11. That staff should be entitled to take 2/3 days a month off, such days not being consecutive, in place of overtime worked on evenings. Provided such overtime is recorded.

- 4.12. All such off days shall be by prior arrangement with office bearers concerned.
- 4.13. Where the union employs Security Personnel they shall be paid overtime for any work in excess of their normal working hours.
- 4.14. Staff are required ,in order that their work can be monitored , to comply with the following:
  - That they maintain a personal work diary to record all appointments and tasks
  - That they record all appointments with workers and management in an office scheduling book, calendar or wall chart.
  - That it is their duty to report in to the office as to their whereabouts and tasks
  - That there should be regular monthly reports or assessment of time - tables, correspondence, documentation, preparation for meetings and knowledge of central statistics and facts about each officials area of activity.

## 5. PUBLIC HOLIDAYS

- 5.1. That the Easter, Christmas and New Year weekends are an entitlement and where any official has to work they are entitled to take an equivalent long weekend.
- 5.2. That the following are Public Holidays on which offices shall be closed but where officials are expected to work if their work so requires, in which event they may take a compensatory days leave. These are also excluded from continuous annual leave .
  - New Year - 1 January
  - Second New Year - 2 January
  - Human Rights Day - 21 March
  - Good Friday
  - Family Day
  - Freedom Day - 27 April
  - Workers Day - 1 May
  - Youth/ Sowetho Day - 16 June
  - National Womens Day - 9th August
  - Heritage Day - 24 September
  - Day of Reconciliation - 16 December
  - Christmas - 25 December
  - Goodwill Day -26 December

5.3. In addition to the above, and with due notice to the union, individual staff are entitled to an additional day for religious observances of the religion of which they are an adherent.

## 6. ANNUAL AND ACCUMULATED LEAVE

6.1. Accumulated leave of 30 continuous days per year is provided.

6.2. Leave may be accumulated to the extent of 30 days into the following anniversary year but not into a further year.

6.3. Such leave accumulates on a monthly pro-rata basis during any year (i.e. 2,5 days per month)

6.4. Leave must be applied for and approved on a pre-arranged basis and be staggered between staff to ensure continuous servicing. All leave applications are to be sent to and recorded in Regional and Head Office leave registers.

6.5. That the Christmas - new year period is a compulsory shut down period. The intervening days are not deducted from accumulated leave.

6.6. The central principle of leave is to provide for recovery and recreation. Staff are encouraged to take the 30 days continuous leave within the year. No leave will be capitalised except in the event of termination of service.

## 7. ADDITIONAL LEAVE FOR SERVICE

7.1. On completion of 20 years continuous service in SAMWU (including service which is continuous within a union which merged with SAMWU at its launch or subsequently) a staff member shall in addition be entitled to an additional 30 days accumulated leave on one occasion.

## 8. SICK LEAVE

8.1. Sick leave entitlement is 21 days per year accumulated to 63 days in a 3 year cycle. Extendible only under special circumstances by the NEC on recommendation from a region.

8.2. For any period of sick leave exceeding 2 days a doctors certificate must be provided. Provided that any BEC, REC or NEC may require a certificate to be submitted for the shorter period if in its view sick leave may be being abused.

8.3. An application form for leave must be submitted to the Regional and Head Offices as soon as is possible to record all sick leave taken.

## **9. COMPASSIONATE AND BEREAVEMENT LEAVE**

9.1. Up to 10 days compassionate or bereavement leave may be taken in relation to the officials immediate extended family. Application for such leave shall be in writing to the Regional and a copy referred to Head Offices.

## **10. PARENTAL RIGHTS**

10.1. No staff member shall be dismissed or disciplined on grounds of pregnancy or any other reason arising from pregnancy.

10.2. The union shall not discriminate against any applicant on grounds of pregnancy.

10.3. Women employees shall be entitled to up to 6 months paid maternity leave in the year around the birth of the child.

10.4. It shall be the employees choice as to when to start maternity leave but a period 1 month before and 2 months after confinement must be taken.

10.5. During the first 4 years of the child's life the parent(s) shall be entitled to 2 weeks parental leave per year. Provided that a male parent may take up to six of such weeks in the period immediately after confinement in special circumstances which give good reason therefore and with due consideration of the unions needs.

10.6. Thereafter and up to the age of 16 years parents shall be entitled to 5 days parental leave per year.

10.7. Parents will be entitled to one day a month off for pre - natal clinics during the first 6 months of pregnancy and one day a week in the remaining months of the pregnancy.

10.8. Sick leave may be used in relation to sickness in the members immediate family. In such event a sick certificate must be provided for the family member together with proof of dependency.

- 10.9. Pregnant women and mothers of children under the age of 4 years shall not be required to work excessive periods after office hours. Nor shall they be required to do any work which may affect their health and safety.
- 10.10. In the event of a still birth 3 months paid maternity leave may be taken.
- 10.11. Adoptive parents shall be entitled to the equivalent parental leave as reflected above less one month in the first year.
- 10.12. On approval by the NEC an additional period of unpaid leave may be granted in the first year with a maximum employment return guaranteed up to 13 months.
- 10.13. All such leave shall be applied for in writing to the regional office and a copy referred to Head Office.

## **11. STUDY LEAVE**

### **11.1. PRINCIPLES**

- 11.1.1. The union recognises that officials may wish to undertake studies towards their self improvement and the advancement of their educational qualifications.
- 11.1.2. The union as an employer is concerned with the development of its employees as trade unionists and accordingly will only approve study leave for courses which in its view will meet the objective of improving the competency of the applicant as a trade union employee.
- 11.1.3. It is noted that there are potentially both SAMWU and COSATU courses through which the development of trade union skills can be acquired and for which the union provides paid training time.
- 11.1.4. It is noted that the nature of trade union work is such that most officials have to work very extensive hours and that this creates difficulty in effective study. Officials wishing to undertake studies are cautioned that they should seriously consider the extent to which they can manage such potential conflict of interests.

## **11.2. GENERAL STUDY LEAVE PROVISION**

- 11.2.1. Officials are entitled to leave for the day on which an examination is written plus one day for preparation up to a maximum of 20 days in a year.
- 11.2.2. Such leave will only be given provided that an application is made at least 14 days prior to the first day of such leave or leave periods.
- 11.2.3. Any additional leave required may be taken from accumulated leave.

## **11.3. APPLICATION TO UNDERTAKE AN APPROVED UNION COURSE**

- 11.3.1. Any employee wishing to undertake any training course, other than a course which the union requests them to attend, shall make written application to the union including their C.V. and all brochures or details concerning such course as they are able to obtain and motivating why they wish to undertake the course.
- 11.3.2. Such application applies to all courses whether undertaken on a full or part - time basis.
- 11.3.3. Such application shall be forwarded to the Office Bearers concerned and to the National Education Officer.
- 11.3.4. Such application shall be tabled at the National Education Committee as a recommendation from the Regional Office Bearers concerned and further be approved by the NEC.
- 11.3.5. Applications to participate in a course of longer than a month must be made at least 4 months in advance and prior to or concurrently with any application, and as soon as is reasonably possible in relation to shorter courses.

## **11.4. CRITERIA FOR AND TERMS OF APPROVAL OF SUCH LEAVE**

- 11.4.1. The following criteria will be taken into account in any consideration of approval for such leave:
  - The extent to which such course is considered by the union to be such as is of direct usefulness in improving the officials trade union competency.

- The number of years of service of the person concerned and the unions assessment of their commitment to and intention to remain with or return to the union.
- The unions view-point on the persons capacity to advance through the course and motivation for undertaking such course.

11.4.2. By their nature part-time courses restrict the availability of the staff member for meetings after work and/ or over weekends and adversely affects the planning of work load amongst officials. Accordingly special arrangements must be determined by the staff member with other officials through which the staff member concerned undertakes to make up, in whole or in part, for such disruption of normal arrangements.

11.4.3. In the case of courses on a full time basis requiring a period of leave the NEC may determine that such leave be taken on a paid or unpaid basis in terms of sabbatical leave . Only under special circumstances and at its sole discretion may the NEC consider allowing staff with less than 5 years service such leave .

11.4.4. The NEC decision in the matter shall be final.

## 12. SABBATICAL LEAVE

12.1. Sabbatical leave for any official shall only be considered on the following basis of continuous service in SAMWU (including service which is continuous within a union which merged with SAMWU at its launch or subsequently ).

12.2. These periods are not accumulative. If any leave is taken after 5 or 8 years (or a shorter period at the discretion of the NEC) it reduces the entitlement accordingly at the 8 or 10 year period:

- After 5 years of service 3 months
- After 8 years of service 6 months
- After 10 years of service 1 year

12.3. Any such sabbatical leave shall only be approved for such studies as are linked to the development of trade union competencies or research which relates to or would benefit the union.

12.4. Sabbatical leave shall be approved by the NEC and may be granted on a paid or unpaid basis. If unpaid the union shall use its best endeavours to assist such person in obtaining study grants through providing letters of recommendation.

12.5. Officials taking such leave shall be required to sign a contract that they shall return to the union for a period twice the duration of the period of leave taken and that in the event of any breach of such agreement they undertake to repay all such leave as was paid and that they forfeit all monies they would otherwise receive at termination of service including all pension contributions towards such repayment.

## **13. DISCIPLINARY AND GRIEVANCE PROCEDURES**

13.1. The disciplinary and disputes procedure and grievance and disputes procedure as annexed marked "B" and "C" respectively shall apply to all staff members.

13.2. All staff members are required to individually contract to abide by these procedures and that they acknowledge that any dispute which may arise as a consequence of disciplinary action taken against them shall be fully and finally resolved through the agreed private arbitration and that they waive their right to have recourse to the Industrial Court.

## **14. GENERAL**

14.1. Annexed as "D" is the form to be used in employing any new staff members. This set out those matters in these conditions which staff are required to agree as being a term of their contract of employment and that they have been issued with this set of conditions and acknowledge receipt thereof.

14.2. Annexed as "E" is a list of Benefit Schemes for which all or some categories of staff are eligible. The terms of these schemes are dealt with in separate documents.

14.3. These conditions of service may be amended from time to time. In such event such changes will be notified to you in the form of an amending annexure "F".

## **SAMWU WAGE SCALES**

Proposal for 1995 at 10% increase adopted at November 1994 NEC

### **1 JANUARY 1995 - 31 DECEMBER 1995**

#### **SCALE A**

Maint Personnel  
General Assistants

	pm	pa
1	2,160	25,920
2	2,270	27,240
3	2,380	28,560
4	2,500	30,000
5	2,620	31,440

#### **SCALE B**

Admin/Organiser/Fin Admin  
R.E.O./Admin. Off./  
Building Co-ordinator

	pm	pa
1	2,620	31,440
2	2,750	33,000
3	2,890	34,680
4	3,040	36,480
5	3,190	38,280

#### **SCALE C**

Branch/Regional Secretary

	pm	pa
1	3,190	38,280
2	3,340	40,080
3	3,510	42,120
4	3,690	44,280
5	3,870	46,440

#### **SCALE D**

Ass GS/HOD

	pm	pa
1	3,870	46,440
2	4,070	48,840
3	4,270	51,240
4	4,490	53,880
5	4,710	56,520

#### **SCALE E**

Gen Sec

	pm	pa
1	4,710	56,520
2	4,940	59,280
3	5,190	62,280
4	5,450	65,400
5	5,720	68,640

**STAFF SALARIES**  
**Proposal for 1999 at 10% across the board Increase**

1.10

**1 JANUARY 1999 - 31 DECEMBER 1999**

**SCALE A**

Maint Personnel  
 General Assistants

**New Scale**

	pm	pa
1	3,450	41,400
2	3,580	42,960
3	3,700	44,400
4	3,830	45,960
5	3,960	47,520

**SCALE B**

Admin/Organiser/Fin Admin  
 R.E.O./Admin. Off./  
 Building Co-ordinator

**New Scale**

	pm	pa
1	3,960	47,520
2	4,100	49,200
3	4,260	51,120
4	4,420	53,040
5	4,590	55,080

*As adopted by the  
 December 1998  
 CEC*

**SCALE C**

Branch/Regional Secretary

**New Scale**

	pm	pa
1	4,590	55,080
2	4,750	57,000
3	4,940	59,280
4	5,140	61,680
5	5,340	64,080

**SCALE D**

Ass GS/HOD

**New Scale**

	pm	pa
1	5,340	64,080
2	5,560	66,720
3	5,780	69,360
4	6,020	72,240
5	6,260	75,120

**SCALE E**

Gen Sec .

**New Scale**

	pm	pa
1	6,260	75,120
2	6,510	78,120
3	6,790	81,480
4	7,070	84,840
5	7,370	88,440

	Current	Increase	% Increase	NEW		Current	Increase	% Increase	NEW
A1	3,140	310.00	10	3,450	C5/D1	4,850	490.00	10	5,340
A2	3,250	330.00	10	3,580	D2	5,050	510.00	10	5,560
A3	3,360	340.00	10	3,700	D3	5,250	530.00	10	5,780
A4	3,480	350.00	10	3,830	D4	5,470	550.00	10	6,020
A5/B1	3,600	360.00	10	3,960	D5/E1	5,690	570.00	10	6,260
B2	3,730	370.00	10	4,100	E2	5,920	590.00	10	6,510
B3	3,870	390.00	10	4,260	E3	6,170	620.00	10	6,790
B4	4,020	400.00	10	4,420	E4	6,430	640.00	10	7,070
B5/C1	4,170	420.00	10	4,590	E5	6,700	670.00	10	7,370
C2	4,320	430.00	10	4,750					
C3	4,490	450.00	10	4,940					
C4	4,670	470.00	10	5,140					
C5/D1	4,850	490.00	10	5,340					

## **DISCIPLINARY PROCEDURE**

### **1. PRINCIPLES**

- 1.1. The objective of discipline and a disciplinary procedure is to achieve the best possible quality of democratic and accountable behaviour and the provision of the best possible service to the unions members.
- 1.2. The union reserves its rights to take disciplinary action against any staff member who fails to comply with the terms of the union constitution , union resolutions or any disciplinary code determined by the NEC from time to time, and on any other cause sufficient in law.
- 1.3. The objective of the procedure is to ensure that fair process is applied in the implementation of discipline.
- 1.4. The emphasis in discipline must in the first instance be corrective and educative rather than punitive. Punitive measures can and should be applied when the offence is sufficiently serious to require such action in the first instance or after corrective approaches have failed.

### **2. POWERS TO INSTITUTE A CHARGE**

- 1.2. Only the Branch, Regional, or National Office Bearers in conference, or a BEC, REC or NEC may institute a charge against an employee. Of their own accord or on such request being referred to them.
- 1.3. A member, group of members, other structure or another official , feeling that disciplinary steps should be taken against an official shall refer such request to the relevant Office Bearers for their decision.

### **3. NOTICE OF HEARING AND SUSPENSION PENDING HEARING**

- 3.1. An official shall be entitled to at least 7 days notice in writing of the any charge , the date and time of the hearing and of the right to be represented in such hearing by an official or member of the union.
- 3.2. The relevant Office Bearers shall be entitled to suspend any official on full pay pending the hearing and decision in a case.
- 3.3. The Office Bearers may give recorded verbal warnings rather than formally charging.

4. DISCIPLINARY COMMITTEES

- 4.1. There shall be standing Disciplinary Committees composed of 5 members ( and 2 alternates) elected from amongst delegates to the BEC's, REC's and NEC. Up to 2 of such persons may be Office Bearers of the Executive Committee.
- 4.2. They shall be elected by ballot at the first meeting of the relevant Executive meeting each year and shall remain in office until the election of the following year. By - elections shall be held as and when necessary.
- 4.3. The Executive shall ensure that such committee is provided with adequate secretarial support by appointing an official, which may be the relevant branch, regional or general secretary, to take minutes and provide such other secretarial services as may be necessary. Such person shall take no part in the inquiry save as may be necessary to clarify points for recording.

5. DISCIPLINARY HEARING

- 5.1. The case shall be heard by the standing Disciplinary Committee of the relevant BEC, REC OR NEC.
- 5.2. In the event of an official electing not to attend the inquiry the inquiry shall continue in his/her absence.
- 5.3. The Committee shall hear all witnesses in support of the charge or in defence of the accused and examine all evidence presented. Each witness shall be heard separately.
- 5.4. The accused and representative shall be present throughout the inquiry and shall be free to cross question witnesses and evidence .
- 5.5. Having heard all the evidence the committee shall make a decision as to whether the accused is guilty of some or all of the allegations.
- 5.6. The accused shall then be informed of the decision of the committee, and if the decision is that the official is guilty of a breach of discipline, shall be allowed to lead evidence and argument in mitigation.
- 5.7. The Committee shall then make its decision and ensure that the official is informed in writing of such decision within 5 days of the inquiry. Such notice shall further advise of the officials rights of appeal and that such appeal must be lodged within 7days.

## 6. DISCIPLINARY MEASURES

- 6.1. Only the Regional and National Disciplinary Committees shall be entitled to impose dismissal, agreed suspension without pay or extended warning. A branch Disciplinary Committee concluding that such steps are necessary shall suspend its proceedings and refer the matter to the Regional Disciplinary Committee for its Inquiry.
- 6.2. Written Warnings of the following order may be determined by any disciplinary committee:
  - A minor warning (valid for three months)
  - A Severe Warning (valid for six months)
  - A Final Warning (valid for 12 months)
- 6.3. Dismissal shall be with pay in lieu of notice of no less than one months pay.
- 6.4. By agreement with the accused a period of suspension without pay may be substituted for dismissal provided this shall not exceed two months. Alternatively a warning of longer than 12 months may be substituted by agreement.

## 7. APPEALS

- 7.1. Appeals against a Branch Disciplinary Committee decision shall be to the Regional Disciplinary Committee. Appeals against the decision of the Regional Disciplinary Committee shall be heard by the National Disciplinary Committee.
- 7.2. Appeal shall be lodged in writing within 7 days of receipt of the decision of the disciplinary Committee to the Regional or General Secretary.
- 7.3. An appeal hearing shall be convened as soon as is reasonably possible and within no more than one month of the receipt of an appeal. All persons present at the Inquiry shall be entitled to be present at the Appeal Hearing.
- 7.4. The purpose of an Appeal Hearing is to give official an opportunity to make representations as to any alledged incorrectness of the decision of the Inquiry.
- 7.5. The Committee hearing the appeal may inform the appellant of its decision at the conclusion of such Hearing, or adjourn its proceedings to consider the matter further, provided its decision shall be made known to the appellant within 7 days of such Appeal Hearing. Such decision shall be of immediate effect.

- 7.6. A report summarising the appeal committee's findings and decision shall be tabled at the next ensuing meeting of the relevant executive committee which shall have the power to confirm, amend or overturn such decision.
- 7.7. The appellant and representative shall be entitled to make representations prior to such Executive prior to its resolution on the recommendation.

#### 8. DISPUTES

- 8.1. An official whose dismissal is confirmed on appeal to the National Disciplinary Committee and who wishes to contest such dismissal shall refer the matter to Arbitration under the auspices of IMSA.
- 8.2. If successful in such arbitration the union shall pay all of the costs of the Arbitration. If unsuccessful the official and union shall share the costs of the arbitration.
- 8.3. This disputes procedure is final and binding on all staff members who shall be required to acknowledge that it a term and condition of their service and that they waive their rights to resort to the Industrial Court in any dispute arising from disciplinary action.

## STAFF GRIEVANCE PROCEDURE

### 1. PRINCIPLES

- 1.1. A grievance is any feeling of injustice or dissatisfaction felt by an official in relation to his/her employment situation .
- 1.2. A Grievance does not include:
  - Dissatisfaction with the general wage levels, benefits, or conditions of service determined from time to time by the NEC after reasonable collective consultation with staff.
  - An individual official or group of officials disagreement with any broad political, economic or social policy position adopted by the union. Which matters should be dealt with through policy formulation and debate within the unions democratic structures.
- 1.2. The Grievance procedure is to allow union officials the right to seek redress for any concern they may have as to the circumstances of their work, the behavior of members, official or leaders within the union, or in relation to their specific location within the general wage structure and conditions of service within the union.
- 1.3. The union recognizes that grievances should be addressed as soon as possible and that notwithstanding the provisions below, grievances should be resolved at the earliest possible stage.
- 1.4. The union recognizes that the resolution of an official's grievance can entail mediation of personal disputes, taking disciplinary steps against other officials or members of the union, or the making of an administrative or procedural policy decision within the unions democratic structures.

### 2. STEPS OF THE PROCEDURE

#### 2.1. STEP ONE:

- 2.1.1. The official shall raise the grievance in writing with the Office Bearers of the Executive Committee to which they are immediately accountable.
- 2.1.2. The said Office Bearers shall take steps to meet both severally and in committee, with the official concerned in an effort to clarify and categorize the grievance and to reach agreement on a process or steps to resolve the grievance. Whether mediation by themselves or an agreed party will assist to resolve the matter, or whether the matter should be referred to the full executive for its decision, or whether an agreed solution has been found.
- 2.1.3. All meetings whether in relation to an individual Office Bearer or the Committee shall be recorded in agreed summary on the grievance form.

## CONTRACT OF EMPLOYMENT

1. I, \_\_\_\_\_ (NAME) hereby accept employment with the South African Municipal Workers Union with effect from \_\_\_\_\_ at a commencing notch of \_\_\_\_\_ in the position of \_\_\_\_\_.
2. I further acknowledge:
  - 2.1. Receipt of a copy of SAMWU's conditions of service document.
  - 2.2. The spirit and intent of such conditions as defining the nature of my work within the union and the general processes through which I may make representations in regard to my working conditions.
3. I hereby agree that in the event that I should wish to dispute with the union as a result of any disciplinary action taken against me I shall do so in terms of the clauses of the Disciplinary Procedure annexed as "B" of said conditions and that I waive any rights I may have to deal with such dispute through recourse to the Industrial Court.

SIGNATURE: \_\_\_\_\_

AS WITNESSES: \_\_\_\_\_

FOR THE UNION:

(To be signed by any 2 National, Regional or Branch Office Bearers.)

SIGNATURE: \_\_\_\_\_ POSITION: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ POSITION: \_\_\_\_\_