

CW10

TO 78.6.18

SALHA 69: CW14

## STAFF DEVELOPMENT POLICY (to replace policy in Operations Manual)

### 1. Commitment

CW10 is committed to the development of all its staff members. Therefore all staff members will have the opportunity to further their skills and education supported by the Union.

1.1. The primary objective is to ensure that the aims and objectives of the union are achieved through an efficient, effective and excellent staff;

1.2. In addition, the union believes that individual staff members should have the opportunity to realise their full potential;

Therefore, in implementing a Staff Development policy a balance will be achieved between organisational needs, which are primary, and personal needs of staff members.

### 2. Basic Union Education and Training

All staff members will be required to develop their skills and knowledge directly related to the trade union movement and to their specific job.

2.1. CW10 will provide internally (and/or externally) courses/activities which directly relate to the organisational and/or administrative work of staff. Such courses will be decided upon by the Union based on Union needs and priorities, in consultation with staff members. Attendance will be compulsory.

2.2. Staff members will attend Cosatu courses as part of the CW10 training programme for staff. Selection of staff for such courses will be according to need as assessed by the Union. Attendance will be compulsory once a staff member is allocated to a course/programme. CW10 will provide time off and any other necessary support.

2.3. Where agreed collectively by staff members in a local or branch office, one afternoon a month may be set aside for staff study circles on political/economic/organisational issues.

### 3. Specialist Union Training

3.1. Staff members may attend specialist courses externally provided, which relate to the organisational/administrative needs of the Union. Generally the Union will assign staff members to such courses and staff members will be expected to utilise skills and knowledge gained within the Union. The Union will provide time off and other necessary support (e.g. wages, travel expenses etc).

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Where a request is made by a staff member to attend a specialist course, this shall be considered on its merits.

- 2.2. Specialist training for selected staff members will be provided through an apprenticeship or attachment scheme. A staff member may be released from his/her normal duties for a designated period and will work under the supervision of a "specialist" staff member in the Union (or outside the union if appropriate) in order to acquire new skills in the specialist area. On completion of the apprenticeship the trainee will return to his/her normal position unless asked to fill a vacancy elsewhere.

The final decision on allocation to specialist courses will be made by the Staffing Committee in conjunction with the Office Bearers. Branches must also approve the allocation.

### 3. Individual Study and Development

#### 3.1. Study assistance scheme

Staff are encouraged to improve their basic skills and education.

##### 3.1.1. Staff members with less than a three year degree

Staff members with less than a three year degree will be given priority and the following provision is made:

##### a. A study loan

Study loans to individual staff members may be granted on the following basis:

	Pre University	Undergraduate
Loan amount	R750	R1100
Monthly repayment	R 17	R 25
Pass bonus	R546	R 800
(i.e. stop repayments if course is passed)		

##### b. Time Off

One day per week allowed off for study provided branches approve time off arrangements.

#### Conditions

- (i) Eligibility - minimum of one year's service
- (ii) A minimum of 2 courses/subjects to be taken at bona fide places of learning (non union)
- (iii) Scope of study - courses up to and including Matric; first degree courses; post matric diplomas; courses relating directly to the organisational and/or administrative work of the union.

- (iv) Approval - to be approved by Branches who should advise in writing agreement on study and time off arrangements. Final decision if disputes arise to be referred to the NCC whose decision will be final and binding.
- (v) Applications for loans to be accompanied by documentary proof of the study course and course costs.
- (vi) If application fails, lump sum to be repaid immediately
- (vii) Only one loan per person per calendar year. Maximum amount given out by the Union collectively at any one time is R33 000.
- (viii) Loan agreement to be signed (see attached).
- (ix) Should a staff member fail the first year s/he must repay the outstanding loan amount as a lump sum or over the next 12 months. The staff member will be eligible for a second loan which will be paid back concurrently.
- (x) Should a staff member fail a second time, s/he must repay full loan before becoming eligible again.

### 3.1.2. Staff members - post graduate

Staff members already with a degree are not entitled to the study loan nor time off. However, application for time off can be made and shall be considered favourably should organisational requirements allow.

### 3.1.3. Reward

In addition to the pass bonus above, staff members who study and pass approved courses during their employment with the CWIU will be entitled to a "Qualifications Incentive Allowance" to be paid monthly (see Staff Wages and Grading for details).

## 3.2. Study and Exam Leave

Study and exam leave for staff undertaking private study shall be as follows:

### 3.2.1. Exams

One day before an examination paper to prepare and the day of the writing of the exam paper will be granted as paid leave. The maximum number of days taken on this basis will be twelve per year. Proof of exam will be required. Additional study/exam leave will be unpaid and on approval of national office bearers.

### 3.2.2. Thesis/project

Persons preparing a thesis or a project assignment will be allowed up to 7 days paid study leave on proof of study (this is an alternative to 3.2.1. not in addition to).

Application for study leave must be made at least one month in advance and must be agreed by the relevant office bearers.



### Special Scholarship Scheme

Union staff with over 5 years service who are not able to take Sabbatical Leave as defined below will be encouraged to take a break. To facilitate this process the Union will provide three "scholarships" per annum. Scholarships will provide for wages and benefits for three months whilst the staff member engages in a project or course of study relevant to/approved by the Union. The Union will assist in finding suitable placements for the staff members.

Branches to recommend candidates to the Staffing Committee who will consider applicants and make recommendations to the NCC/NEC whose decision will be final. Applications must be made three months prior to date of proposed release.

Vacancies arising from staff absence in terms of this scheme may be filled by shop stewards as part of the development process for worker leaders.

### 5. Sabbatical Leave

This is optional. It is not automatic that applications for sabbatical leave will be successful. The Union will not be unreasonable but will evaluate applications on merit. Particular attention will be given to applicants seeking to improve their basic education. Applicants must have completed at least five years continuous service with the CWIU. Sabbatical Leave is unpaid. As far as possible such time off should be used for an activity that would benefit the Union. The Union will try to assist in placing applicants and giving support. This will not be direct financial support but could be a letter of support.

### 6. General

6.1. The above will be subject to budget constraints and the constraints of the organisation and therefore cannot be guaranteed.

6.2. There will be a yearly review of staff development programmes and an opportunity for staff to comment on, and make suggestions for, the following year.

6.3. The Union is committed to a policy of Affirmative action for staff members, in particular black women staff members. This will be taken into consideration when approving selecting/approving staff members for study loans, scholarships etc.

## STUDY LOAN AGREEMENT

Between

.....(full name)  
(the "Borrower")

and the

CHEMICAL WORKERS INDUSTRIAL UNION  
or its successor in title  
(the CWIU)

Whereas the Borrower is an employee of the CWIU and has requested in writing from the CWIU a Study Loan, which request complies with conditions attached to such loans, and which request has been approved by the CWIU, it is now agreed as follows:

1. The CWIU will lend to the Borrower the sum of R....., (.....) free of interest on the conditions set out hereunder, and which the Borrower accepts by signing below.
2. Conditions
  - 2.1. The loan will only be used to pay for the course of study approved by the Union;
  - 2.2. Should application for the course of study fail, the loan will be immediately repaid in full to the Union;
  - 2.3. The loan shall be partially repaid to the Union in monthly instalments of R..... during Year One; the balance shall be written off should courses be passed and proof provided;
  - 2.4. The loan shall be fully paid if the borrower fails the course(s) , either in a lump sum, or by the end of Year Two in monthly instalments to be agreed with the CWIU;
  - 2.5. The borrower requests and hereby authorises the CWIU to deduct the sum of R..... per month or such larger amount as the Borrower may agree from time to time in writing, from his/her monthly remuneration until the loan is repaid commencing on the first pay day after the borrower has received the loan;
  - 2.6. Should the Borrower's services with the CWIU terminate or be terminated for any reason before the loan is repaid s/he agrees that the CWIU may recover from any monies that may be

due to the Borrower, including salary, leave pay, bonus, distance allowance, CINPF termination pay, the amount of loan outstanding. On termination the full amount of the loan becomes repayable i.e. the "pass bonus" no longer applies.

- 2.7. In the event the CWIU finds it necessary to take legal action against the Borrower in order to secure compliance with this Agreement, the Borrower hereby agrees to pay such legal costs as the CWIU may incur in this regard.
3. The parties choose as domicilium citandi et executandi for the purpose of giving notice, the serving of notice, the payment of any sum, the serving of any process and for any other purpose arising from this agreement as follows:

The Borrower: .....  
.....  
.....  
.....

and

CHEMICAL WORKERS INDUSTRIAL UNION  
3rd Floor,  
McCarthy Centre,  
34 Eloff Street,  
Johannesburg 2000

Signed at ..... on this.....day  
of.....19....

.....  
(Borrower)  
As witnesses: 1..... 2.....

Signed at ..... on this.....day  
of.....19....

.....  
(for and on behalf of CWIU)  
As witnesses: 1..... 2.....

cb 12/01/95

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### 1. INTRODUCTION

Wages and Conditions of employment of CWIU staff are determined by the NEC on a yearly basis. Prior to the last NEC of the year it has become practice for the staff to meet and draw up proposals; and for staff conditions to be discussed in the BECs, with each branch tabling its proposals.

In the Staff Workshop of October 1994, staff drew up a proposed new procedure for determining staff wages and working conditions. This procedure involves staff "negotiating" with the Union.

The proposal was tabled at the NEC of November 1994. The NEC referred it back to branches for discussion.

### 2. STAFF PROPOSAL

The proposal is as follows:

Wages and conditions of employment to be negotiated by a staff team consisting of one Branch Secretary, one organiser, one branch educator, one administrator and one national staff member (excluding the General Secretaries). This team should reflect within it branch representation.

An NEC committee to be elected to "negotiate" with the staff team. This NEC team will have an open mandate to conclude negotiations, in order to avoid stalemate and an impractical situation of regular mandates from a constitutional structure.

### 3. OTHER UNIONS

#### International

In many countries Union staff are members of a trade union and bargain on wages and conditions as well as being represented by the Union in grievances and disciplinary matters. Attached is an article on the situation in one of Britains biggest Unions, the MSF.

#### South Africa

In 1994, Cosatu CEC appointed a committee to meet with representatives chosen by Cosatu staff members, to negotiate on wages and conditions.

Other unions such as  
(still to be researched)



## ASSESSMENT OF PROPOSAL

### 4.1. Negative arguments

- \* it will change the politics of the Union. Staff are not normal employees as in a capitalist organisation. Work is a commitment not just a job. Negotiating wages will change attitudes and encourage a "business" approach;
- \* it will encourage a "them and us" situation in the union, with NEC members as bosses and staff as workers;
- \* it will cause conflict between staff and worker leaders and break down the cooperative way of working and team spirit;
- \* it will start to erode worker control. Staff will no longer agree to be controlled by worker leaders - they will use their influence and power to control;
- \* it may result in strike action. Staff are there to service membership and not for their own gain.
- \* it will take time, resources and money i.e. on getting staff mandates, reporting back, negotiating meetings etc.
- \* it could undermine the financial stability of the union.

### 4.2. Positive arguments

- \* staff feel the need to have formal representation. In line with our own trade union principles it is important that staff be granted the same rights as the membership;
- \* attitudes, needs and aspirations of staff are changing with the new political and social situation. We need to recognise this and be prepared to change, otherwise we will lose staff members;
- \* formal representation will make setting wages and working conditions easier for the Union. It will take the problem out of the NEC and allow more time for policy discussions;
- \* staff will have a formal voice and be bound by formal agreement. Grumbling, caucusing and cliquing amongst staff will diminish;
- \* it will not be necessary for the whole staff to meet together to discuss wages and conditions. Each branch/office will be able to make their representations to the committee who will work out the common mandate.

## 5. DISCUSSION

The following questions need to be addressed:

### 5.1. What are the implications for the Union should we:

- \* agree to staff representation
- \* not agree to staff representation



2. Are we in agreement with the principle of staff representation or do we completely reject it?
- 5.3. If we agree with the principle, how should we implement it?
- \* what structure should we propose
  - \* what are the terms of reference/powers
  - \* what facilities will we make available to staff and to the "management" team?
  - \* what happens if there is disagreement? is there a dispute procedure? is there a right to strike?
- 5.4. If we reject staff representation, what alternative proposals do we have on the setting of wages and working conditions?