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SOUTH AFRICAN DEMOCRATIC TEACHERS' UNION (SADTU)

STANDARD TERMS AND CONDITIONS OF EMPLOYMENT¹

¹ This a draft which is compatible with the Basic Conditions of Employment Bill.

1 INTRODUCTION

These terms and conditions of employment govern the employment of all permanent employees at the South African Democratic Teachers' Union (SADTU). These standard terms and conditions do not apply to temporary, part-time or fixed-term contract employees.²

2 APPOINTMENT

2.1 Only the National Executive Committee (NEC) may create new posts. The General Secretary and SADTU office bearers may only appoint a person to a post which has been approved by the NEC.

2.2 The appointment of probationary staff will be made by the General Secretary, in consultation with the SADTU office bearers. The NEC's staffing committee must confirm an appointment following the employee's completion of the probationary period.

2.3 Letter of Appointment

2.3.1 An employee is appointed when-

- (a) an employee receives a letter of appointment signed by the General Secretary; and
- (b) the employee signs acceptance of all the terms and

² Fixed Term Contract employees would include the elected office bearers such as the General Secretary and Provincial Secretaries. SADTU needs to draft separate terms and conditions of employment for these individuals because their continued employment is dependant on being re-elected by SADTU structures.

conditions of employment.

2.3.2 The letter of appointment must specify the employee's-

- (a) date of commencement;
- (b) position;
- (c) annual salary; and
- (d) lines of accountability.

2.3.3 The employee must specify on the letter of appointment his/her address for receiving all notices from SADTU.

2.4 Probation

2.4.1 All employees must work a three month probationary period.

2.4.2 Appointment as a probationary employee does not guarantee permanent appointment.

2.4.3 The employee's performance will be evaluated at the end of the probationary period and the decision whether or not to confirm permanent appointment will be based upon the employee's performance appraisal and compatibility with SADTU.

2.4.4 At the end of the probationary period SADTU may-

- (a) confirm the appointment of the probationary employee;

- (b) terminate the employment of the probationary employee; or
- (c) extend the period of probation.

2.4.5 During the probationary period either party may terminate the employment contract on written notice of not less than-

- (a) one week, during the first four weeks of employment;
- (b) two weeks, during the period after the first four weeks of employment and until the probationary period has ended.³

2.4.6 The provisions of paragraphs 10, read with the changes required by the context, are applicable to the termination of a probationary employee's contract of employment.

2.4.7 Probationary employees are not entitled to the benefits referred to in paragraph 6 below.

3 REMUNERATION

3.1 The employee's annual salary will be stated in the letter of appointment.

3.2 Salaries and terms and conditions of employment will be reviewed annually and any changes agreed to by the NEC will be implemented from [date] of each year.

³ Section 37 of the Basic Conditions of Employment Act 75 of 1997 prescribes the minimum notice periods.

3.3 Employees will be paid monthly. Employees will receive their salaries on the 25th day of each month, except December, by way of a deposit into the employee's bank account. If the 25th day of a month falls on a public holiday or on a Saturday or Sunday, then salaries will be paid on the next working day.

3.4 In December employees will receive their salaries on the 15th day of the month. If the 15th day of a month falls on a public holiday or on a Saturday or Sunday, then salaries will be paid on the next working day.

3.5 **Bonuses**

All permanent employees are entitled to a "13th cheque", being the equivalent to one month's salary. The 13th cheque is payable in December.

3.6 **Deductions**

3.6.1 The employer may make the following deductions from the employee's monthly salary-

- (a) all deductions and taxes that SADTU is legally required to deduct, including income tax;
- (b) Unemployment Insurance Fund ("UIF") deductions;
- (c) Provident or Pension Fund Contributions, whichever is

applicable;

- (d) A pro rata amount proportional to any period which an employee was absent from work without permission or absent on unpaid leave;
- (e) expenses relating to the employee's participation in the motor vehicle scheme;
- (f) any other deductions for which the employee has given written consent.

3.6.2 The employer may also make deductions from the employee's remuneration in accordance with the provisions of section 34(2) of the BCEA.

4 EMPLOYEE'S DUTIES

The employee undertakes to-

- 4.1 perform duties in accordance with her/his applicable job description and any other reasonable duties that are determined by the employee's supervisor;
- 4.2 comply with all lawful and reasonable instructions;
- 4.3 comply with the provisions of SADTU's Code of Practice;
- 4.4 devote all attention during normal working hours, and any other additional time and attention as the circumstances of SADTU may require, to his/her duties;

- 4.5 not engage in any other work during SADTU working hours, and not engage in any other work which will adversely affect the employee's performance at SADTU; and
- 4.6 declare any external interests that she/he may have that may create a conflict of interests in relation to her/his work at SADTU.

5 CONFIDENTIALITY

- 5.1 The employee acknowledges that during his/her employment with SADTU, he/she may have access to confidential information concerning SADTU, its licensors, trading partners or associates.
- 5.2 The employee undertakes not to disclose or make use of this information unless authorised to do so.
- 5.3 If an employee is uncertain as to whether information is confidential he/she undertakes to consult with the General Secretary about this.

6 BENEFITS

6.1 Pension/Provident⁴ Fund

- 6.1.1 All employees must join the SADTU Pension/Provident Fund ("the fund") and are subject to its rules and terms and conditions of membership.

⁴ Delete whichever is not applicable.

6.1.2 SADTU will contribute 10% of the employee's gross monthly salary. The employee must contribute 6% of his/her gross monthly salary.⁵

6.2 Medical Aid

6.2.1 Participation in the SADTU medical aid scheme is voluntary.

6.2.2 SADTU will contribute two thirds of the monthly premium to this medical aid. The employee must pay for the remaining one third of the premium.

6.3 Motor Vehicle Usage

6.3.1 Depending on an employee's duties, the employee may be required to hold a valid driver's licence and to participate in the motor vehicle scheme. Not all employees are entitled to participate in the motor vehicle scheme. It is only applicable to heads of department of SADTU and organisers.

6.3.2 An employee participating in the motor vehicle scheme must keep an accurate record of their mileage travelled for work purposes in the log books provided by the SADTU.

6.3.3 The motor vehicle scheme is as set out in the *SADTU Motor Vehicle Scheme*, a copy of which can be obtained from the Administrator.

⁵ Please check these figures.

6.3.4 All employees who use their personal vehicles for SADTU business may claim for this usage at the rate of R1.00 per kilometre. This rate will be reviewed from time to time.

6.4 **Housing Subsidy Scheme**

Employees receive a housing subsidy allowance of R300.00 per month. This figure may increase from time to time as and when salaries are adjusted.

6.5 **Study Scheme⁶**

6.5.1 SADTU will consider applications for loans for employees to study courses of their choice. The courses need not be directly related to the employee's job. Employees are encouraged to enhance their skills beyond the employment framework.

6.5.2 If the employee passes the course the loan may be converted into a grant, provided the employee can produce proof of passing. If the employee fails the course, the loan is repayable by the employee within the period agreed upon, but not exceeding one year of the loan being granted.

6.5.3 This benefit is subject to the availability of funds.

6.5.4 Applications must be made in writing to the Administrator.

⁶ I am instructed that you do not have this policy as yet, therefore careful consideration of this provision is essential.

7 STAFF DEVELOPMENT AND TRAINING

- 7.1 SADTU is committed to the development of its staff, and to assisting them to progress in relation to their career path.
- 7.2 SADTU may sponsor employees to attend training that relates directly to the employee's work. Permission to attend and the sponsoring of an employee to attend training is at the discretion of the General Secretary.

8 HOURS OF WORK

8.1 Normal hours of work

- 8.1.1 Employees' normal hours of work are from 08h30 to 16h30 on weekdays with one hour for lunch.
- 8.1.2 Personal business and regular medical appointments must be attended to outside normal working hours or within the hour the employee takes for lunch.

8.2 Overtime

- 8.2.1 Employees may be required to work overtime.
- 8.2.2 No remuneration will be made for overtime worked. Arrangements for appropriate time off within 12 months of the employee becoming entitled to the time off will be made with the employee. This time off should be reflected as such on the leave form. Time off must be arranged for in advance.

9 LEAVE

9.1 All applications for leave must be made on the appropriate leave form and submitted to the Administrator. Leave will only be granted by the Administrator after the employee's supervisor has recommended it.

9.2 For a period of leave exceeding one week the application for leave should be submitted at least two weeks before the start of the proposed leave.

9.3 **Annual leave**

9.3.1 Employees are entitled to 25 working days paid leave for each annual leave cycle. Employees must, unless otherwise agreed, take their leave as follows: 20 days in December and 5 days in July of each year.

9.3.2 Annual leave cycle refers to the period of 12 months employment with SADTU immediately following:

(a) the employee's commencement of employment; or

(b) the completion of that employee's prior leave cycle.

9.3.3 An application for leave may not be unreasonably withheld. It may be withheld if it would unduly disrupt the SADTU's work schedule. Annual leave must be approved by the employee's supervisor.

9.3.4 An employee may not accumulate more than five days leave per year, and if this leave is not taken within 12 months of the date of this accumulation it will be forfeited.

9.3.5 SADTU will not pay a salary in lieu of leave that is forfeited.

9.3.6 Upon termination of employment, SADTU will pay the employee his/her full salary in respect of leave which the employee has accumulated before the date of termination, and to which he/she is entitled.

9.3.7 Leave pay will be calculated at the rate of salary which the employee was receiving immediately before the date of termination.

9.3.8 Leave may not be taken during any notice period.

9.4 **Sick leave**

9.4.1 Employees are entitled to no more than 30 working days of paid sick leave during each period of 36 consecutive months of employment. Each cycle of 36 consecutive months is calculated from:

- (a) the employee's commencement of employment with SADTU;
- (b) the completion of that employee's prior sick leave cycle.

9.4.2 Employees must produce a valid sick-leave certificate from a medical doctor for any period of absence for more than two days owing to illness. The certificate must state the nature and duration of the employee's incapacity or illness.

9.5 Maternity leave

- 9.5.1 Maternity leave may be taken for a maximum of six months. SADTU will pay the employee fully for three months. The remaining three months must be taken as unpaid leave.
- 9.5.2 Maternity leave pay will be calculated at the rate of salary which the employee was receiving immediately prior to the date upon which the maternity leave commenced.
- 9.5.3 Where a child is adopted, maternity leave of two months may be taken. SADTU will pay the employee fully for one month. The remaining month must be taken as unpaid leave. SADTU may require a certificate of adoption.

9.6 Family responsibility leave⁷

- 9.6.1 The employee is entitled to take family responsibility leave only after four months of employment with SADTU;
- 9.6.2 The employee may take three days paid leave during each annual leave cycle upon written request by the employee and in the following circumstances:

- (a) when the employee's child is born⁸;

⁷ Section 27 of the BCEA.

⁸ This includes paternity leave.

- (b) when the employee's child is sick;
- (c) in the event of the death of -
 - (i) the employee's spouse or life partner; or
 - (ii) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

9.6.3 The employee may take family responsibility leave in respect of the whole or a part of the day.

9.6.4 The employee's family responsibility leave lapses at the end of each annual leave cycle.

9.7 Unpaid leave

Unpaid leave may be granted with the permission of the General Secretary.

9.8 Study leave

9.8.1 Study leave is granted for a maximum of 10 working days per year. The employee may take 2 days leave for each examination, including the day upon which the examination is written.

9.8.2 It will only be granted after application and upon proof of registration and admission to the examination.

10 DISCIPLINE AND GRIEVANCE PROCEDURES

- 10.1 Discipline will be applied in terms of the SADTU's Code of Practice.
- 10.2 A grievance by an employee must be raised in accordance with the Grievance Procedure.
- 10.3 The Code of Practice and Grievance Procedure are part of the employee's terms and conditions of employment.

11 TERMINATION OF SERVICE

- 11.1 Subject to paragraph 2.4.5, the party who wishes to terminate the employment contract must give at least four week's written notice.
- 11.2 Despite paragraph 11.1, the SADTU or employee may terminate the employment contract without notice by-
 - 11.2.1 in the case of SADTU, paying the employee four week's salary in lieu of this notice; and
 - 11.2.2 in the case of the employee, paying to SADTU an amount equivalent to four week's salary. In the event that the employee fails to pay this amount to SADTU, the employee hereby consents and authorises SADTU to set-off this amount against any amounts owing by SADTU to the employee.
- 11.3 Where an employee is dismissed for misconduct, SADTU may dismiss

summarily; that is, without written notice or payment in lieu of the notice period.

11.4 Dismissal for operational requirements

The SADTU will, unless it is not possible, give at least 60 days written notice of any possible retrenchment. SADTU will follow the procedures laid out in the Labour Relations Act with regard to dismissals for operational requirements.

11.5 Dismissal for misconduct or incapacity

SADTU will follow the procedures laid out in the Code of Practice where it dismisses an employee for misconduct or incapacity.

11.6 Desertion

11.6.1 An employee will be regarded as having deserted if she/he is absent from work for five consecutive days without prior notification or permission. The employee will be deemed to have resigned without written notice and the provisions of paragraph 11.2.2 apply.

11.6.2 The procedures relating to desertion as contained in the Code of Practice will be followed.

12 CERTIFICATE OF SERVICE

SADTU will upon the termination of the employee's contract of employment and at the request of the employee furnish a certificate showing the full names of the employee, the name and address of the employer, the date of commencement and date of termination of service, the title of the job or a brief description of the work for which the employee was employed at the date of termination, and, where the employee requests it, the reasons for the termination of employment.

13 ADDRESS FOR SERVICE OF DOCUMENTS

13.1 The address where the employee will accept notices or legal process is that which she/he specifies on the letter of appointment. This address is the employee's chosen *domicilium citandi et executandi*.

13.2 This address may be changed by the employee upon 14 days written notice to SADTU. The employee must inform SADTU in writing of any change of address.

14 GENERAL

14.1 Where the Standard Terms and Conditions of Employment do not regulate any term or condition of work then the provisions of the Basic Conditions of Employment Act No 75 of 1997 ("BCEA") prevail. All terms referred to in this document have the same meaning as defined in the BCEA.

14.2 No relaxation or indulgence which any party may grant to the other constitutes a waiver of the rights of the other party and does not preclude

that party from exercising any rights which may have arisen in the past or which may arise in the future.

- 14.3 The standard terms and conditions of employment, together with the letter of appointment and the documents referred to in this letter, constitute the entire contract relating to the employment of employees. On entering into the contract of employment neither party may rely upon any representations, terms, conditions or warranties about matters dealt with in these documents that are not contained therein.
- 14.4 No agreement varying the contract of employment will be effective unless reduced to writing.