

SOUTH AFRICAN LIBRARY FOR THE BLIND (SALB)



CONDITIONS OF SERVICE

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1. INTRODUCTION & PURPOSE

1. This document details the conditions of service which shall apply to all permanent employees of the South African Library for the Blind (SALB).
2. It is determined in terms of sections 7(1)a and 9(2) of the South African Library for the Blind Act, (Act 91 of 1998) and its accompanying Regulations.
3. Management will use the Constitution of South Africa and current labour legislation, codes on good practice and industry norms and standards as guiding documents when recommending changes or amendments to this document.
4. The conditions of service will be reviewed annually and may be amended and approved by the Board of the SALB from time to time.

2. DEFINITIONS

In these provisions, unless inconsistent with the context –

1. “BCEA” stands for the Basic Conditions of Employment Act 75 of 1997, as amended or substituted from time to time.
2. “Calendar month” means a period extending from the first day to the last day, both days inclusive, of any month.
3. “Cycle” means a period of 3 years, starting from 1 January of the first year and ending on 31 December of the third year. The current cycle extends to 31 December 2009 and each succeeding period of three years thereafter.
4. “DAC” stands for the Department of Arts and Culture.
5. “Director” means the Chief Executive Officer of SALB.
6. “CFO” means Chief Financial Officer of SALB.
7. “Employee” means any person employed by SALB in a permanent capacity.
8. “Leave” means leave granted to an employee to be absent from duty and applied for by the employee in terms of the SALB leave regulations.
9. “Month” means one calendar month.
10. “PSCBC” means Public Service Coordinating Bargaining Council.
11. “Regulation” means a regulation promulgated under the South African Library for the Blind Act No. 91 of 1998.
12. “Salary improvement” means the approved amount by which a salary may be increased according to the guidelines approved by the Board.
13. “SALB” stands for the South African Library for the Blind.
14. “Subsistence and travel allowance” means payment to recompense an employee for expenses incurred by him/ her for food (excluding breakfast), refreshments and laundry while on official duty.
15. “The Act” means the S A Library for the Blind Act, 1998 (Act 91 of 1998); and unless inconsistent with the context, any term to which a meaning has been assigned in the Act shall have the same meaning in these rules.
16. “Conditions of service” means any provision, regulation or service benefit which is contained in the Act or Regulations or any other applicable Act or condition which has been approved by the Board as an indication of the responsibility of both employee and employer to each other and to the SALB.

3. APPOINTMENTS

a) General

1. A post profile is available for all posts at the SALB. An employee shall undertake to fulfil the responsibilities as outlined in the profile.

b) Offer of Employment

1. An offer of employment will be made in writing to the most suitable candidate. The offer must be accepted in writing within 3 working days.

c) Reappointments

1. As a norm, Management will not reappoint an employee who has left the employ of the SALB.

d) Assumption of Duty

1. An employee will assume duty on the day stated in the offer of appointment.

e) Probation

1. All appointments, whether an internal promotion or an external appointment are subject to a 12 month probationary period of service.
2. At the end of the 12 month probationary period, the supervisor of the employee concerned must submit a written motivation to the Director through the Human Resource section to indicate whether:
 - (a) the permanent appointment should be confirmed, or
 - (b) whether the probationary period should be extended, or
 - (c) whether the employment should be terminated, as stipulated in section 7(1) of the Regulations of the Act.

f) Relocation benefits

1. The relocation costs of Senior Management (Peromnes grades 1 to 7) will be covered by the SALB if an applicant is not resident in Grahamstown. The following benefits are applicable:
 - (a) Furniture removal of the individual; and
 - (b) Travelling cost of the individual to assume duty.

4. OFFICIAL HOURS

a) General

1. This section does not apply to Senior Management employees in terms of the BCEA section 6 (1) (a).

b) Official working hours

1. The SALB observes a 40 hour work week in line with the BCEA.

2. The official working hours of the SALB are between 8:00 and 16:30, Mondays to Fridays.
3. A formal lunch break of 30 minutes must be taken each day, as stipulated in the BCEA.
4. To ensure continuity of service, all service points should be manned during the official working hours.
5. Deviations from the official working hours must be approved by the employee's Section Head and/or the Director.

c) Time Management System

1. All employees are required to clock in for duty and clock out from duty if they are not working.
2. All employees are required to register on the Time Management System.
3. All problems experienced with the clocking machine or alternative time arrangements should be reported to the Finance section in the prescribed manner after approval by the CFO.

d) Flexitime arrangements & time off for private purposes

1. Flexitime is allowed by arrangement half an hour before and/or after official working hours.
2. Each employee should confirm their start and finish time with their Section Head. The same applies for lunch breaks.
3. Accumulated flexitime may be taken off for private purposes by prior arrangement with the employee's Section Head. Such time off may be taken on the basis of 1 hour off for each hour worked.
4. An afternoon off will be calculated as 4/8ths of a working day, provided that the employee obtains prior approval from his/her Section Head.
5. A maximum of 8 hours may be accumulated at any given time. Excess hours will be forfeited.
6. An employee will also be entitled to take a half day's leave in lieu of an afternoon off.

e) Monitoring of working hours

1. Each Section Head shall be responsible for monitoring the compliance of employees' observance of the official working hours.
2. All employees will be required to confirm their monthly hours by signing a printout supplied by the Finance section.

f) Official duties to be performed outside the Library

1. All official functions attended by employees away from the SALB are not regarded as overtime unless an arrangement has been made in writing to this effect.
2. Employees required to perform official duties outside the Library should confirm the arrangement in writing with their Section Head and/or the Director prior to the event.

g) Contract and/or casual appointments:

1. Contract appointments and the remuneration paid to such employee(s) shall be made in accordance with the contract of employment. The leave provisions will be in line with the provisions of the BCEA.

5. REMUNERATION

a) General

1. As a norm, an employee will be appointed and remunerated at the starting notch of the appropriate salary scale.
2. An employee may be remunerated on a higher notch and or salary scale based on his/her relevant qualifications, skills and/or work experience.
3. Remuneration will commence from the first day of appointment.
4. All employees, with the exception of employees who have resigned, will be paid on or before the 25th day of each month. Should the 25th day of the month fall on a Saturday or Sunday, payment will be made on the closest working day prior to the 25th day of the month. In the case of employees who have resigned, payment will be made on the last working day of their notice period.

b) Salary Improvements

1. The Board of the SALB approves the annual cost of living salary increases which are based on funding received by the Department of Arts & Culture and in line with the PSBC resolutions.
2. An employee may be granted a salary notch adjustment if –
 - (a) the employee has obtained an additional appropriate qualification (this will be confirmed by the application of a study grant from the SALB); or
 - (b) the employee's performance is in accordance with the SALB Performance Management System requirements.

c) Overtime

1. As a norm, employees of the SALB are not expected to work overtime (time in excess of 40 hours per week).
2. In exceptional instances where Management may require employees to work overtime, such overtime will
 - (a) be confirmed with the employee in writing; and
 - (b) be remunerated according to the prescripts in the BCEA.
3. Overtime does not apply to Management of the Library in terms of the BCEA. Reasonable accommodation will be made in exceptional cases and agreed upon in advance.

d) Other Remunerative Benefits

The following benefits are offered to employees of the SALB, and may form part of the employee's remunerative package –

i 13th cheque

1. A 13th cheque will be paid in the month of the employee's birthday. Prorata payouts will apply upon termination of employment.

ii Pension fund

1. The employer's contribution to the pension fund is 16.42% of the employee's gross income.

iii Housing Subsidy

1. Housing subsidies are paid to registered bond holders who are permanent employees and whose applications have been approved by Management.
2. For bonds of R70,000 and above the Library will pay a maximum amount of R625 per month to eligible employees. Subsidies for bonds below R70,000 will be calculated on a sliding scale.
3. The Library's subsidy does not provide for any other costs associated with the registration and administration of an employee's bond.

iv Medical Aid

1. All permanent employees of the Library are eligible to join the approved medical scheme.
2. SALB pays two-thirds of the contribution.
3. SALB will administer the medical scheme on behalf of the employee and in association with the approved medical scheme representatives.
4. Above benefits will not apply if an employee wishes to join a non-approved medical scheme.

v Long Service

1. A once-off cash allowance will be paid to an employee who has completed 10 and 20 years of service and every 5 years thereafter.

e) Travel and subsistence

i Allowance payable

1. An employee who is required to travel on official business shall be paid such travel and subsistence allowances as stipulated in the S&T policy.
2. Attendance at official functions during a period of leave will not affect an employee's number of leave days and normal S&T allowances will apply. This arrangement must be approved prior to the event.

ii Travel arrangements

1. The SALB will provide for reasonable travel arrangements or means to allow employees to attend official functions.

f) Life insurance

1. All permanent members of staff are covered by the SALB's short term insurance policy. Benefits include:
 - (a) Death Cover : lump sum of 2 X annual salary
 - (b) Permanent Disability: lump sum of 2 X annual salary
 - (c) Temporary Total Disability: 100% of average weekly earnings per week for a period longer than 3 weeks but not longer than 104 weeks.
 - (d) Medical Expenses: R2,000
 - (e) Burns and Disfigurement applicable
2. The SALB will administer all claims against this policy on behalf of employees or their beneficiaries. The insurer will have the final decision in terms of benefit payouts.
3. Payments will be made directly to the employee or their beneficiaries by the Insurer.

g) Study benefits

1. All permanent employees may apply to the Library's skills development fund to further their personal studies. The study course should be in line with the core functions of the Library. The application procedure is described in the Study Grant Policy. An employee remains responsible for the repayment of a study loan upon termination of employment.

h) Senior Management remuneration & benefits

1. Senior Management of the SALB is paid a flexible remuneration package which is negotiated with the Board.
2. Cell phone, 3G, car and other benefits are only applicable to Senior Management and will be determined between the Board and Senior Management.

i) Salary deductions

1. The SALB will administer the following salary deductions on behalf of the employees:
 - (a) Site and PAYE
 - (b) UIF
 - (c) Pension (and arrear pension)
 - (d) Medical aid
 - (e) Bond repayments
 - (f) Union subscriptions
 - (g) Old Mutual Group Schemes
 - (h) Standard Bank Pension Loans
 - (i) Private telephone calls and faxes made during office hours
 - (j) Private photocopies and print-outs
2. No other deductions will be administered on behalf of the employees.

6. LEAVE

a) General provisions of leave

1. Application for leave should in all instances be completed on the official leave form and must be approved in advance by the Section Head.
2. Where applicable, supporting documentation must be submitted.
3. Leave is a privilege and not a right. (Work demands will be considered first.)
4. An employee must inform his supervisor by 8:30 on the day if he/she is unable to report for duty due to unforeseen circumstances.

b) Vacation leave

i Vacation leave with full pay

1. A permanent employee will be granted 22 working days vacation leave with full pay per annum.
2. Employees with 10 years of service and above will be granted 26 working days leave per annum.
3. Vacation leave may not be taken during the period of notice of termination, as per the BCEA.
4. A maximum of 32 working days vacation leave may be accumulated. Any additional days will be forfeited.

ii Vacation Leave without pay

1. All unauthorised leave will be regarded as vacation leave without pay.
2. An employee may apply for leave without pay not exceeding 22 working days per annum and should be supported by the necessary documentation.

c) Sick leave

i Sick Leave with Full Pay

1. The sick leave entitlement for permanent employees is 45 working days with full pay in each cycle of 3 years.
2. The sick leave entitlement for new employees during the first 6 months of service will be dealt with in accordance the BCEA Section 22(3).
3. Unused sick leave prescribed for a particular cycle shall lapse at the end of that cycle.
4. Sick leave shall be granted in terms of the recommendation made on the medical certificate issued by a registered medical practitioner.
5. Management may at any time require an employee to submit to a medical examination at the expense of the SALB, as nominated by management. An employee may at his own expense have his doctor present during this examination.
6. If an employee is absent from duty for more than two consecutive days owing to illness, he/she shall be granted sick leave only upon submission of a medical certificate by a registered medical practitioner failing which such time off will be regarded as vacation leave.
7. Ad hoc sick leave, in respect of which a medical certificate is not submitted, may be granted only for a total of 5 non consecutive working days during any calendar year and further absences shall be covered by the granting of

vacation leave or, if the employee has no vacation leave to his credit, vacation leave without pay.

8. An employee may, upon his/her written application, convert vacation leave which he/she may have to his/her credit (up to a maximum of 33 working days) to sick leave with full pay. This leave may not be converted back to vacation leave.
9. Vacation leave without pay shall not be converted into sick leave.

ii Sick Leave with half pay (22 working days)

1. Where an employee has used up his entire sick leave entitlement during a sick leave cycle with full pay, further absences for medical reasons may be regarded as sick leave with half pay up to a maximum of 22 working days. A written application from the employee with supporting documentation is required.

iii Sick leave without pay (22 working days)

1. If the sick leave with full pay and sick leave with half pay entitlement is used up before the end of a sick leave cycle, then sick leave without pay will automatically take over for a maximum of 22 additional working days.

d) Arrangement when falling ill during vacation

1. If an employee falls ill during a period of vacation leave;
 - (a) He/she should submit a medical certificate confirming the nature and duration of the illness. This period will not be considered as vacation leave but as sick leave.
 - (b) The period of sick leave will not automatically extend the arranged vacation leave. An employee should make the necessary arrangements in this regard with his/her supervisor.

e) Maternity leave

1. A female employee in permanent employment of the SALB will be entitled to 4 consecutive calendar months maternity leave.
2. The maternity leave will commence from 4 weeks prior to the expected delivery date based on a doctor certificate.
3. All employer contributions and other deductions, which normally apply, will continue to apply.
4. The employer may reassign the work duties of a pregnant employee as a measure of protection or safety before and after their return to work.

f) Special Leave

i Special leave for study purposes

1. Once a study course has been approved by Management, leave for study purposes will be considered for an employee.
2. Leave for the purpose of writing exams will be granted as follows:
 - 2.1 One day's leave on the day of the examination;
 - 2.2 One day's leave the day prior to the examination, except where an exam is written on a Monday or the day after a public holiday;

2.3 Study leave will only be granted once for any subject written. Attendance at a supplementary examination will be regarded as vacation leave.

3. Requests for special leave for ad hoc study reasons will be considered and approved by Management and/or as described in the study agreement.

ii Special Leave: Injuries on duty

1. If an employee is injured on duty, he/she will be entitled to special sick leave for a period not exceeding 3 months at full pay based on the written recommendation of a Medical Practitioner. Any absences longer than 3 months would be covered by normal sick leave arrangements.
2. Special sick leave in terms of this paragraph will be decided on by Management based on an incident report.

iii Special leave with full pay between Christmas and New Year

1. The SALB provides special leave between Christmas and New Year to all employees. This period is not regarded as normal vacation leave.

g) Family responsibility leave

1. An employee may be granted a maximum of 3 days family responsibility leave in a calendar year, as outlined in the BCEA (Article 27), provided that suitable proof is presented. The approval of the Director is required for this class of leave.

h) Discharge owing to continued ill health

1. Discharge owing to continued ill health will be considered in accordance with the BCEA.

7. DISCIPLINARY MATTERS

a) SALB Values

1. The value statement of the Library will guide the conduct of all employees of the SALB.

b) Work compliance

1. All employees shall comply to all legislative prescripts, policies and operational procedures of the SALB.

c) Grievance procedures and disciplinary matters

1. All grievances and disciplinary matters will be dealt with according to the official grievance procedure and disciplinary code of the SALB.

d) Labour Union

1. Any employee of the library may be a member of a recognised labour union.

2. All rights and activities will be governed by an approved Collective Agreement signed between Management and the respective Labour Union.
3. Should a Collective Agreement be in place, Management will be excluded from membership.

8. GENERAL CONDITIONS

a) Participation in political, religious and other activities

1. Freedom of association and participation is supported in line with the South African Constitution. Employees should maintain neutrality during working hours. Active participation should take place off the premises and outside working hours.

b) Representation

1. Employees may not commit or represent the SALB without approval from Management.

c) Employees' personal details

1. Employees shall advise the SALB of any changes of status, address and telephone numbers in writing.

d) Borrowing or lending of money

1. Borrowing or lending of money between staff members is discouraged.

e) Additional Work

1. An employee shall not, without the permission of the Board, perform or engage in any private work.

f) Smoking arrangements

1. The Library building is a smoke free zone. Smoking is only allowed in designated areas. An employee must be clocked out when smoking outside of tea and lunch breaks.

g) Liability for personal effects

1. The SALB shall not be liable for the loss of or damage to any personal effects of employees.

h) Performance Assessments

1. The SALB's performance management system makes provision for the following:
 - (a) A 6 monthly informal assessment to discuss progress;
 - (b) Formal assessment at the end of each financial period.

i) Utilization of Library facilities

1. The Library makes all of its facilities and property available to staff in line with the execution of their respective work functions. Arrangements for the private use of these facilities are outlined in the Administration Manual.

9. TERMINATION OF EMPLOYMENT

1. The employment relationship may be terminated in one of the following ways:

- a) Voluntary resignation by the employee;
- b) Retirement;
- c) Termination by the employer as a result of:
 - 1) Incapacity
 - 2) Operational requirements of the employer
 - 3) Misconduct

- a) Voluntary resignation by the employee

1. All employees are required to give one calendar month's written notice on termination of service.
2. The notice will only be official upon the written acceptance by the SALB within 3 working days.

- b) Retirement

1. The retirement age for staff at the SALB is 65 years.
2. An employee's employment contract will terminate at the end of the calendar year in which the employee reaches the retirement age.

- c) Termination of service by the employer

1. Termination of service by the employer will be dealt with in accordance with the requirements of the applicable legislation.
2. The Library's disciplinary code will serve as guide when an employee's service is terminated.

- d) General gratuities paid out

1. Upon the termination of the service of an employee the SALB will pay a gratuity in respect of outstanding leave. It will also be applicable in the following instances:
 - (i) Death
 - (ii) Retirement
 - (iii) Discharge or Resignation
 - (iv) Medical boarding
2. The gratuity payable to an employee shall be set off against any amount owing by the employee to the SALB.