



StreetNet International Conditions Of Service

As amended by International Council on 23 May 2012

1. Introduction

These conditions of service for StreetNet International are binding on all staff (including contract staff) irrespective of their date of employment/engagement by the StreetNet Association and/or StreetNet International.

2. Appointment

The acceptance of an offer of appointment to StreetNet International is also acceptance of its Conditions of Service, as contained in this document, and any additional terms and conditions that may be specified in the letter of appointment, provided that they are consonant with the contents of this document.

3. Probationary Period

- 3.1 All permanent appointments will be subject to an initial three (3) month probationary period. Probationers might, from time to time, be subject to a longer probationary period (depending on specific job functions) as long as it does not exceed six (6) months
- 3.2 If, during the probationary period, the staff member decides that s/he has made the wrong choice of employment, s/he may terminate the employment relationship, by giving one calendar month's written notice.
- 3.3 During the initial three or six month probationary period, the Executive Committee of StreetNet International shall make one of the following decisions:
 - 3.3.1 Confirm the appointment in writing
 - 3.3.2 Extend the probationary period by a stated period. The total probationary period for staff shall not exceed six months
 - 3.3.3 Not confirm the appointment, in which case the staff member will be given written notice in accordance with Section 3.5 below

- 3.4 If the probationary period is extended, as defined in Section 3.3.2 above, the Executive Committee of StreetNet International must, during or at the end of this extended period, either confirm or not confirm the appointment in writing
- 3.5 If, during the probationary period, the Executive Committee of StreetNet International decides not to confirm the appointment, the services of the staff member shall be terminated, in writing, giving the staff member one calendar month's notice or by payment of one calendar month's salary in lieu of notice.

4. Termination of Service

Termination of employment for all permanent and contract staff may occur in the following ways:

- 4.1 Resignation
- 4.2 Dismissal
 - 4.2.1 Dismissal due to Incapacity
 - 4.2.2 Dismissal due to Misconduct
- 4.3 Retrenchment
- 4.4 Retirement

4.1 Resignation

- 4.1.1 If a staff member wishes to resign from his/her employment with StreetNet International, s/he is required to give written notice as follows:
- 4.1.1.1 During the first 6 months – notice equivalent to one week
 - 4.1.1.2 If service is more than 6 months, but less than a year – notice equivalent to two (2) weeks
 - 4.1.1.3 If service is more than a year – notice equivalent to one calendar month
- 4.1.2 The period of notice shall not run concurrently with a period of annual or any other leave.
- 4.1.3 StreetNet International, however, retains the right to extend the notice period with a reasonable period depending on the seniority of the position held, and handover responsibilities which may be necessary.

4.2 Dismissal

The procedures for dismissal for misconduct or incapacity will be dealt with in accordance with StreetNet International's Disciplinary Procedure. The StreetNet International Council is the structure authorized to effect dismissals of staff (permanent and contract) and/or ratify dismissals of staff by the International Co-ordinator or the Admin & Finance Manager.

4.3 Retrenchment

- 4.3.1 StreetNet International will at all times endeavour to avoid or minimize the need for retrenchment, but should retrenchment become necessary, a fair retrenchment procedure will be followed
- 4.3.2 Should the closure of a project or unit or part thereof be decided upon, then the retrenchment procedure that will apply is defined below
- 4.3.3 StreetNet International shall first consult with staff and inform them of the situation.

Different options will be discussed with them, including the options of voluntary retrenchment, movement to other positions in order to avoid retrenchment, etc. provided these are viable in the circumstances

4.3.4 Should any member of staff become redundant and StreetNet International need to retrench the staff member, s/he shall be given three (3) months' notice or payment in lieu of notice, plus a lump sum benefit of 5% of current annual salary for each year worked

4.3.5 In the event of StreetNet International being wound up by law or ceasing to conduct its business for any other reason including legal prohibition or instruction, or the decision of International Congress, then each employee shall receive by way of severance pay the following compensation (or less, but in the same proportions, if there are not sufficient funds to pay the full amount):

- 10 or more completed years of service 6 months' salary
- 5 – 9 completed years of service 5 months' salary
- 1 – 4 completed years of service 4 months' salary
- Between 3 months and 1 completed year of service 3 months' salary

4.4 Retirement

4.4.1 Retirement age is 65 years, and it is compulsory for staff to retire at this age.

4.4.2 StreetNet International may re-engage the services of staff members who have retired in accordance with the provisions of Clause 4.4.1 above on an annual contract basis at the discretion of the StreetNet International Council.

4.4.3 Staff members who have reached age 55, have the option to request early retirement, by submitting an application to the International Co-ordinator or the International Council at least three months in advance of the proposed retirement date.

4.4.4 The maximum accrual of leave that may be cashed on retirement is 20 days.

5. Working Hours

5.1. Normal working hours are as follows:

FULL-TIME STAFF:

Full-time staff work a 35-hour working week.

For staff working in the StreetNet office, the working hours are accordingly 9 a.m. – 4.30 p.m. Mondays to Fridays with half-hour lunch break and two fifteen-minute tea-breaks.

PART-TIME STAFF:

Part-time staff work a 20-hour or 25-hour working week, as specified on their employment contracts. For part-time staff working in the StreetNet office, the working hours are accordingly 9 a.m. – 2 p.m. Mondays to Fridays for staff working 25 hours per week; or 9 a.m. – 1 p.m. Mondays to Fridays for staff working 20 hours per week.

All staff shall record their time worked on standard time-sheets, and submit their time-sheets to the StreetNet administration on a monthly basis.

- 5.2. The nature of some assignments may from time to time require staff to work outside of normal working hours without remuneration. There is no overtime at StreetNet International.

When staff work a full day's overtime (or a full part-day in the case of part-time staff) they will be entitled to take one day off during the following month, provided it is agreed beforehand which day is most convenient. If this day is not taken during that month, it cannot be taken later. The maximum number of days which may be taken in lieu of extra days worked the previous month will be 4 (four).

- 5.3 Flexi-time may be negotiated with the supervisory staff of StreetNet International (Admin & Finance Manager or International Co-ordinator).

6. Leave

All leave is calculated on a cyclic year, determined from the month of appointment of the staff member to StreetNet International. The following categories of leave apply:

- 6.1 Annual leave
- 6.2 Additional year-end leave
- 6.3 Sick leave
- 6.4 Study leave
- 6.5 Maternity leave
- 6.6 Family Responsibility leave
- 6.7 Religious leave
- 6.8 Unpaid leave

6.1 Annual leave

- 6.1.1. All staff members are entitled to a total of 22 working days leave per annum for full-time staff, and 14 working days for part-time staff. This total will be broken up as follows:

- 10 days non-accumulative leave for full-time staff, or 6 days non-accumulative leave for part-time staff;
- 12 days accumulative leave for full-time staff, or 8 days accumulative leave for part-time staff.

- 6.1.2. The non-accumulative leave entitlement must be taken within a sixteen month cycle, where the first cycle commences on appointment. The maximum accrual of leave that may be cashed on leaving the employ of StreetNet International is 20 days for full-time staff and 12 days for part-time staff. Leave pay is calculated at a rate of 21,67 working days for full-time staff (13,5 working days for part-time staff) per month on the basis of the salary earned in the last month prior to leaving StreetNet International.

- 6.1.3 Leave may not be taken in the last month of service.

6.1.4 StreetNet International staff are entitled to 12 public holidays per year, depending on the public holidays in their country, their religion, or their personal choice. The 12 public holidays to be taken will be agreed beforehand by each staff member and the StreetNet office administration. In the event of new public holidays being announced in any country in which StreetNet staff are situated, they may negotiate a change in the dates of the public holidays they wish to take. The following days are public holidays for StreetNet staff in South Africa, subject to the above:

- (1) New Year's Day (1 January)
- (2) Human Rights Day (21 March)
- (3) Good Friday
- (4) Family Day
- (5) Freedom Day (27 April)
- (6) Workers' Day (1 May)
- (7) Youth Day (16 June)
- (8) National Women's Day (9 August)
- (9) Heritage Day (24 September)
- (10) Day of the Vow (16 December)
- (11) Christmas Day (25 December)
- (12) Day of Goodwill (26 December)

6.2. Additional year-end leave

Additional year-end leave will be granted on 24, 27 and 31 December every year, to allow for the StreetNet office to be closed from 24 – 27 December and on 31 December and 1 January every year, if these days happen to fall during the week. If for any reason any of these days are not taken as leave, such additional leave days are simply forfeited.

6.3. Sick Leave

Sick leave shall be granted for a total of 33 working days on full pay within a three-year (36 month) sick leave cycle. In the first six months of employment, staff will be entitled to 1 day's paid sick leave for every 26 days worked, in accordance with Clause 22(3) of the Basic Conditions of Employment Act of 2002. Sick leave is taken subject to the following conditions:

- 6.3.1. For any absence due to illness, in excess of two working days, the staff member is required to submit a medical certificate.
- 6.3.2. If sick leave is taken on a Friday through the weekend and/or on the succeeding Monday, proof of illness may be required.
- 6.3.3. Should a staff member take ill while at work and have to leave the office, that day will not be counted as a day of sick leave.

6.4. Study Leave

- 6.4.1. Study leave shall be granted to staff members for the writing of examinations. This will not be deducted from annual leave.

6.4.2. Each full-time staff member so affected will be entitled to 2 days study leave for each examination to a maximum of 6 days per year, and part-time staff member so affected will be entitled to 1 day study leave for each examination to a maximum of 3 days per year.

6.4.3. Study leave will also be granted to staff members undertaking the tests for Learner's Driving Licences and Driving Licences. One day will be allowed for each test.

6.5. Maternity Leave

6.5.1. The total time allowed for maternity leave will be six months leave, to be taken at the discretion of the staff member either before or after the date of confinement, or both during and after the confinement.

Staff members employed in South Africa will be responsible for applying for maternity benefits from the Unemployment Insurance Fund at least 8 weeks prior to the expected date of delivery, as prescribed in the UIF Act No.63 of 2001. Staff members employed outside South Africa will be expected to apply timeously for any maternity benefits to which they are entitled.

6.5.2. Adoptive mothers of infants up to one year of age are entitled to six month's leave subject to the same conditions as apply for natural mothers.

6.6. Family Responsibility leave

Full-time staff members are entitled to take up to 10 days and part-time staff members are entitled to take up to 6 days' family responsibility

leave per year for family responsibilities as envisaged in the Basic Conditions of Employment Act of 2002, as well as when required to attend to matters at their children's schools. Any amount of time taken up to 4 hours for full-time staff and 2 hours for part-time staff will count as a half-day, and over 4 hours for full-time staff and 2 hours for part-time staff will count as a full day.

6.7 Religious leave

A maximum of two days per staff member per year may be taken as religious leave, strictly for religious purposes

6.8 Unpaid leave

6.8.1 Should a staff member require unpaid leave for any period s/he must submit a written motivation to StreetNet International supervisory staff.

6.8.2 Unpaid leave period may not be longer than 10 working days per annum. This will be subject to the approval of the StreetNet International Council or Executive Committee.

7 Salaries

- 7.1 Salaries are paid on the 25th day of each month, or the nearest day should the 25th fall on a week-end. Retainers are paid upon receipt of an invoice detailing the hours worked during that month.
- 7.2 The time for salary increases will be in January each year. Increases will be based on the Cost-of-Living principle, to be calculated at the average inflation rate of the previous year taken as a percentage of the lowest salary. This will be subject to the financial situation prevailing at the time.
- 7.3 An annual bonus will be payable as a 13th cheque, subject to funds being available for this.

8 Unemployment Insurance Fund

Staff working in South Africa must contribute towards the Unemployment Insurance Fund in terms of the provisions of the UIF Act No.63 of 2001 (as amended by Act No.32 of 2003). Staff earning less than the prescribed threshold will contribute 1% of their basic salary and those earning above the threshold will contribute 1% of the maximum as determined from time to time.

9 Workmen's Compensation

StreetNet International will comply with the provisions of the Workmen's Compensation Act No.130 of 1993 (as amended by Act no.61 of 1997) in respect of all staff working in South Africa, and with the relevant provisions of equivalent legislation in respect of staff working outside of South Africa.

10 Retirement Fund

All permanent StreetNet International staff are entitled to a retirement fund contribution by the employer, of R450 per month, escalating at 5% per annum, which is paid into an investment option of their choice. Individual staff members may elect to augment their premiums by an additional contribution to be deducted from their salary.

11 Medical Aid benefit

StreetNet will pay a contribution directly to the medical aid of any staff member who participates in a medical aid scheme, up to 50% of the monthly premiums for the member and immediate family members (one partner and biological children) covered by the scheme. In cases of different forms of family structure, staff members concerned need to negotiate the equivalent arrangement with equivalent benefit from StreetNet.

Other StreetNet staff who elect not to take advantage of the medical aid benefit in the form of a contribution to medical aid premiums, will continue to be paid a fixed monthly medical allowance, the amount being determined by the StreetNet International Council.

12 Long-Service benefits

StreetNet will consider granting a long-service allowance or long-service bonus to staff with more than 5 completed years of service, in line with the norm and practice in the trade union movement including global union federations, depending on the financial impact on StreetNet.
