

SOUTH AFRICAN FOOTBALL ASSOCIATION

POLICY IN RESPECT OF STANDARD TERMS AND CONDITIONS OF EMPLOYMENT

This policy document sets out the terms and conditions of employment applicable to all permanent employees who are employed by the South African Football Association ("the Association").

1. PROBATION PERIOD

Prior to the employee's employment being confirmed, all the employees will be required to serve a period of probation of three (3) months calculated with effect from the effective date.

The purpose of this probation is to provide the Association an opportunity to evaluate the employee's performance before confirming his/her appointment and although this period of probation is not used for the purposes of depriving the employee of the status of permanent employment, it is of particular significance that proper evaluation and consideration be given to the employee's performance, compatibility and over conduct.

To the extent that it is necessary, the employee will be given reasonable evaluation, instruction, training, guidance or counselling in order to allow the employee to render satisfactory service during the course of the probationary period. The extent of this will depend upon the seniority and remuneration of the employee;

Should the Association determine that the employee's performance is below standard, the Association will advise the employee of any aspects in respect of which it considers the employee to be failing to meet the required performance standards and, at the conclusion of the probationary period, as the case may be;

The period of probation may only be extended for reason that relates to the purpose of probation and the Association will only dismiss an employee or extend the probationary period after the employee has made representations, duly assisted by a fellow employee, if need be;

Should it be determined, however, prior to the expiry of the probationary period that the employee is not rendering the service satisfactory and might reasonably be expected by the Association, the continuing of the employment relationship through to the expiry of the period of the period of probation would be inconsequential, the Association may terminate this agreement prior to the expiry of such probationary period.

2. JOB DESCRIPTION AND EMPLOYEE'S DUTIES

All employees will be provided with job descriptions setting out the key performance areas of the position which they occupy. All employees are required to devote the whole of their time, attention and ability during business hours to the discharge of their duties under the employment contract and undergo training when so required by the Association to improve their skills or to acquire new skills.

3. REMUNERATION

Salaries will be paid on the 25th day of each month by direct deposit into the employee's bank account.

Salary reviews will take place on an annual basis. The reviews will be in accordance with the prevailing economic conditions of the Association. It is specifically recorded, that no employee is entitled as of right to an annual increase in his or her monthly remuneration.

The Association will be entitled to deduct from the employee's remuneration any amount, which the Association is legally obliged to deduct and/or any amount, which the employee has agreed in writing, may be deducted.

Employees are required to keep details of their remuneration private and confidential. To the extent that an employee is required to perform, the functions of another employee, in an acting capacity, that employee will not be entitled to claim any additional remuneration unless otherwise agreed in writing.

4. OVERTIME

Due to the operational requirement of the Association, all employees may be required to work overtime from time to time on reasonable notice.

Employees earning in excess of R205 433.00 per annum (the figure as of 1 July 20142) are in terms of the Basic Conditions of Employment Act 75 of 1997, as amended, ("the BCEA") not entitled to overtime payment. For all the other employees (who earn less than R205 433, 00), are entitled to overtime payment or time off is allowed in lieu of payment for overtime, provided that the overtime has been authorised prior to overtime being worked. The time off will be calculated in terms of the BCEA.

5. CAR ALLOWANCES

All employees are expected to utilise their own motor vehicles unless an Association motor vehicle is made available to the employee for the purpose of business usage. To the extent that the employee makes use of the Association's motor vehicle, the employee is required to make due and proper care of the motor vehicle and will be responsible for any damage (to the extent that the damage is as a result of the employee's negligence) and/or traffic offences in respect of the motor vehicle whilst it is under his / her care and control.

6. LEAVE

6.1 Annual leave

All employees are entitled to twenty (20) working days leave per annum, which will coincide with the Association's annual recess/closure from the second week of December to the second week in January each year.

It is compulsory for all employees to take their annual leave entitlement during the Association's annual recess/closure.

6.2 Unpaid leave

The Association does not in principal allow any employee to take unpaid leave. However, to the extent that circumstances are of such a nature, the Association may grant an employee unpaid leave. It is specifically recorded that the granting of unpaid leave will be at the sole discretion of the Association and will be determined on the merits of each individual case.

All requests for unpaid leave must be applied for in writing and must be approved by the departmental manager. Employees are only entitled to take unpaid leave at a mutually convenient time for both the Association and the employee.

6.3 Sick Leave

"Sick Leave cycle" means the period of 36 months employment with the Association immediately following:

- The employee's commencement of the employment; or
- The completion of that employee's prior sick leave cycle

During each sick leave cycle, an employee is entitled to (36) days paid sick leave. During the first six (6) months of employment, an employee is entitled to one (1) day's paid sick leave for every twenty six (26) days worked.

An employee who is absent from work as a result of sickness for a continuous period of two (2) or more days or on a Friday or on a Monday, or on a day prior to or after a public holiday or on two (2) occasions during a period of eight (8) weeks, will be required to provide a medical certificate covering the entire period of his\her absence. The Association, however, reserves the right to demand a medical certificate in respect of any absence as a result of sickness. To the extent that an employee fails to produce the relevant medical certificate, the Association will be entitled to withhold payment for that employee's salary in respect of the days he\she was off as a result of illness without the relevant proof.

All employees who are absent from work, are required to notify their immediate supervisors of their absence by no later than 08h30 on the day of absence as a result of illness.

6.4 Family responsibility leave

An employee who has been employed by the Association for longer than four (4) months and who works at least four (4) days a week, will be entitled to three (3) days paid leave during each annual leave cycle, which the employee is entitled to take when –

- An employee's child is born;
- An employee's child is sick; or
- In the event of death of –
 - The employee's spouse or life partner;
 - The employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

An employee may take family responsibility leave in respect of the whole or part of the day.

Before paying the employee for family responsibility leave, the Association require reasonable proof of an event contemplated above which the leave is required. It is specifically recorded, that an employee's unused entitlement to family responsibility leave lapses at the end of the annual leave cycle in which it accrues and it does not extend to any other family other than those mentioned above.

All employees are required to complete a leave application form in respect of the family responsibility leave, which must be authorised. Failure to complete the relevant leave application form will result in the leave being unpaid and may result in disciplinary action being taken.

6.5 Maternity Leave

An employee is entitled to four (4) consecutive month's maternity leave. An employee may commence on maternity leave –

- At any time from four (4) weeks before the expected date of birth, unless otherwise agreed; or
- On a day on which a medical practitioner or a midwife certifies that it is necessary for the employee's health or that of her unborn child.

No employee may work for six (6) weeks after the birth of her child, unless a medical practitioner or midwife certifies that she is fit to do so. This also applies in the event of a miscarriage during the 3rd trimester of the pregnancy or in the event of a stillborn baby.

An employee must notify the Association in writing, unless the employee is unable to do so, of the date on which the employee intends to –

- Commence maternity leave; and
- Return to work after maternity leave.

During the four (4) months of maternity leave the employee shall receive thirty three (33) percent of her gross monthly salary, which shall be paid on the normal basis during the period of maternity leave provided that the employee signs an agreement in terms of which she undertakes to work for a period of twelve (12) months after her return from maternity leave.

To the extent that an employee fails to return to work after maternity leave she will be required to pay back to the Association the full amount she received during maternity leave. In the event of an employee's services being terminated prior to the required twelve (12) month period, the amount to be paid back to the Association will be calculated on a pro rata basis.

6.6 Study Leave

To the extent that an employee is pursuing a course of studies in a field which is in furtherance of his/her career with the Association, an employee is entitled to one (1) day's study leave, the day before he/she is scheduled to write an examination and one (1) day's study leave on the day of the examination. Formal application for study leave must be made by the employee at least four (4) weeks prior to the study leave being required. The formal application must be accompanied by proof of registration of the examination in respect of which the study leave is required. Study leave is granted at the sole discretion of the Association.

6.7 Public Holidays

The Association recognises the following days as public holidays:

New Years Day, Human Rights Day, Good Friday, Family Day, Workers Day, Youth Day, National Woman's Day, Heritage Day, Day of Reconciliation, Christmas Day and Day of Goodwill.

7. HOURS OF WORK

The ordinary hours of work of the Association are as follows:

Mondays to Thursdays: 08h30 – 17h00

Fridays: 08h30 – 16h30

Meal intervals

Each employee is entitled to a meal interval of one (1) hour to be taken between 13h00 and 14h00 or as determined by the Association.

If the employee chooses to work during a lunch break it does not entitle the employee to leave work early.

No overtime will be paid to an employee (or time off allowed) who chooses to work during any lunch break. However, should the employee be requested by the Association to work overtime during any lunch break, time will be allowed off in lieu of payment for overtime worked at a mutually convenient date and time.

8. PUNCTUALITY AND ATTENDANCE REGISTER

The Association endeavours to maintain a professional appearance and as such all employees are required to be punctual in their attendance of work and if they are required to attend appointments on behalf of the association, are required to attend them Punctually. Employees are required to complete the attendance register at reception when arriving at work, when leaving the premises during working hours (except for lunch) and when leaving at the end of the day.

9. PENSION SCHEME

After an employee has completed his/her probationary period, the employee, as a condition of service will be required to become a member of the Association's pension fund. Membership of the fund is subject to the rules of the pension fund, which may be amended from time to time.

10. RETIREMENT AGE

As of the date of signature hereto, the Association's normal retirement age is sixty (60) years, save and except for those employees who are fifty five (55) years or older and whose contracts of employment reflect a different retirement age.

11. MEDICAL AID

An employee who has completed his/her probationary period, will be required to join the Association's medical aid scheme unless he/she is already a member of another scheme. Membership to the scheme is subject to the scheme rules, which may be amended from time to time by the scheme. To the extent that employees elect not to become members of the Association's medical aid, they will be required to provide proof that they are members of a medical aid. The Association will not be held liable in any respect for any expenses incurred as a result of that employee not being on the Association's medical aid.

12. USE OF ASSOCIATION TELEPHONES

It is specifically recorded that telephones are for business use only. Every month the Association prints out a list of all the calls made to and from the various extensions. To an extent that an employee's extension reflects excessive use of the telephone for personal reasons, the employee will be given the billing and be required to pay for same and the employee, by signature hereto, agrees and consents to such deduction being made from his/her remuneration. To the extent that the employee continues to abuse the Association's telephone,

the employee will be subject to disciplinary action in accordance with the Association's disciplinary code.

13. ELECTRONIC COMMUNICATIONS / ACCESS TO COMPUTERS

Employees, by logging on to the network and proceeding to utilise any of the Association computers, acknowledge that:-

- Ownership of any hardware, software information, communication or programme at all times vests in the Association.
- Management may, at any time, peruse, monitor, consider and take copies of any information or communication made or received by an employee utilising any of the aforementioned facilities, irrespective of the purpose in respect of which such communication was intended.
- An employee will have no claim of whatsoever nature and however arising against any of the management or employees of the Association in respect of any such communication or programming as the case may be.

14. DISCIPLINARY CODE

The association has a disciplinary code which all employees are required to adhere to. A copy of the disciplinary code is available at the office of the Chief Executive Officer.

The purpose of the disciplinary code is to promote the objectives of the Labour Relations Act No 66 of 1995 as amended and thus to provide fair and equitable labour relations within the association. The Association endorses the principal of corrective progressive discipline, where appropriate. Disciplinary action therefore, is an action initiated by management in response to unsatisfactory conduct by the employee. The main objective of this action is, in appropriate circumstances, to bring the employee back to acceptable standards of behaviour.

The principles established in the Association's disciplinary code and procedure is merely guidelines and should not be interpreted as inflexible rules. They may, in appropriate circumstances, be deviated from and, in this regard, much will depend on the position occupied by the employee, his/her seniority, and the nature of the transgression.

15. GRIEVANCE PROCEDURE

The association has a grievance procedure. A copy of the grievance procedure is available to all employees at the Chief Executive Officer.

The grievance procedure is a channel of communication for a positive approach to grievances, dissatisfaction, problems and conflict in work situation and in the employment relationship, which will help to maintain good relationships between employees and management of the Association.

The grievance procedure is the formal way of raising personal grievances. Any employee may make use of this procedure.

The objectives of the grievance procedure are to:

- Resolve the grievances at the earliest stage possible stage and at the lowest level;
- Prevent and resolve conflict in the work place;
- Protect the interest of employees and management;
- Recognise the right to a fair hearing.

16. TERMINATION OF EMPLOYMENT

Either the Association or the employee may terminate the employment relationship, subject to the overriding provisions of the Labour Relations Act, Act 66 of 1955 as amended on notice of not less than:

- One (1) week if the employee has been employed for six (6) months or less;
- Two (2) weeks if the employee has been employed for more than six (6) months but not more than one year;
- Four (4) weeks if the employee has been employed for one (1) year or more.

Notice the termination must be given in writing by either party.

Notice of termination must not be given during any period of leave to which the employee is entitled and, also, not run concurrently with any period of leave which the employee would be entitled to in terms of his/her employment, save and except sick leave.

In certain instances, the Association may, instead of giving an employee notice of termination of employment, pay the employee the remuneration which an employee would have otherwise received during his/her notice period and request that the employee leaves immediately.

The Association is, however, entitled to terminate the employment relationship summarily for reasons recognised in law as justifying summary termination of employment.

To the extent that the employee reaches the retirement age, such employee's contract of employment will terminate automatically on the last day of the month in which the employee turned sixty (60).

17. EXTERNAL INTERESTS

All employees are required to devote all their time during working hours to the business of the Association. It is specifically recorded that no employee is entitled to participate or be involved as an employee, director or shareholder in any external business without the prior written consent of the Association.

18. GENERAL

The employee is obligated to inform the Association within five (5) days of change of address in the event of the employee relocating during their employ with the Association.

19. VARIATION OF THE PROVISIONS OF THIS AGREEMENT

No provisions of this agreement may be varied or amended save and except to the extent that it is permitted by the Act.

THUS DONE AND SIGNED BY THE PARTIES ON THE DATES AND AT THE PLACES SET OUT HEREUNDER:

For: **THE SOUTH AFRICAN FOOTBALL ASSOCIATION**

The Chief Executive Officer who warrants that he is duly authorised hereto

Date: _____

Place: _____

THUS DONE AND SIGNED BY THE PARTIES ON THE DATES AND AT THE PLACES SET OUT HEREUNDER:

THE EMPLOYEE

Date: _____

Place: _____