

CONDITIONS OF SERVICES

Reference Number: 3/P-HCM/Pol/Conditions (06 - 16) V6

Responsible Executive Manager:	Ms Lize McCourt
Division/Unit Responsible for Formulation:	Human Capital Management
Writer/s:	Norman Sanderson
Date/version:	January 2021
Review Date:	2026
Consultation Process:	KNP, Parks Division & HCM MANCOs
Number of Pages:	23

REVIEW AND APPROVAL PROCESS

Reviewed by Policy Compliance Unit:	Signature:	Date:
Recommended by ExCo:	Reference in Minutes:	Date:
Recommended by HCMC:	Reference in Minutes:	Date:
Approved by the SANParks Board:	Reference in Minutes:	Date:
Signed into Effect by the CEO:	Signature:	Date:

ADMINISTRATION

Approved Procedure submitted to Policy Compliance Unit:	Signature:	Date:
Approved Procedure submitted to Records Management + Information	Signature:	Date:
Approved Procedure made available on SANParks Intranet	Signature:	Date:

TABLE OF CONTENTS

1.	DEFINITIONS	1
2.	WRITTEN OFFER OF EMPLOYMENT.....	3
3.	PROBATION.....	3
4.	INDUCTION	4
5.	MEDICAL EXAMINATION	4
6.	REFERENCE, CRIMINAL AND BACKGROUND CHECKS.....	4
7.	APPOINTMENT OF AN EMPLOYEE.....	5
8.	WORKING HOURS	5
9.	CATEGORIES OF EMPLOYEES.....	7
10.	SOUTH AFRICAN NATIONAL PARKS STAFF IDENTITY.....	7
11.	APPOINTMENT OF FAMILY MEMBERS.....	7
12.	PAYMENT OF SALARIES.....	8
13.	ERRONEOUS PAYMENT.....	8
14.	ADVANCES ON SALARY PAYMENTS	8
15.	13 th CHEQUE / PERFORMANCE BONUS.....	8
16.	OVERTIME	9
17.	PAYMENT FOR WORK ON A PUBLIC HOLIDAY	11
18.	LONG-SERVICE	11
19.	FRINGE BENEFITS AND ALLOWANCES.....	11
20.	COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES	15
21.	UNIFORM	15
22.	LEAVE	15
23.	DISCIPLINE AND GRIEVANCES.....	15
24.	TRANSFERS	16
26.	PROMOTION AND STAFF RETENTION	19
26.	DEMOTION.....	20
27.	SUBSISTENCE AND TRAVELLING	20
28.	TERMINATION OF SERVICE.....	20
29.	PATENT AND COPY RIGHTS	22
30.	MEMBERSHIP OF A TRADE UNION.....	22
31.	NOTIFICATION OF CHANGES	22
32.	DECLARATION OF INTERESTS	23
33.	FAREWELL GIFTS.....	23
34.	DECLARATION OF GIFTS AND TOKENS OF APPRECIATION.....	23
35.	REGULATORY FRAMEWORK.....	23

1. DEFINITION OF TERMS AND CONCEPTS

1.1. Conditions

These conditions are informed by the relevant legislation as listed under the regulatory framework.

1.2. Date of Engagement

The date on which an Employee commenced employment with SANParks.

1.3. Dependant(s)

The **spouse or life-partner** of the Employee, as well as any child or stepchild (including legally adopted children) who is:

1.3.1. Unmarried

1.3.1.1. Under the age of 18 years; or

1.3.1.2. Under the age of 21 if dependent on the Employee for maintenance; or

1.3.1.3. Under the age of 25 (as prescribed by the Medical Aid Act) if dependent on the Employee for maintenance and a full time student at a recognized educational institution.

1.3.2. Physically or mentally handicapped and dependent on the Employee for maintenance.

1.4. Employee

Employee means:

1.4.1 any person, excluding an independent contractor, who works for SANParks and who receives, or is entitled to receive, any remuneration; and

1.4.2 any other person, who in any manner, assists in carrying out or conducting the business of SANParks on a fixed term basis.

1.5. Family Member

Family member means spouse or life partner; or the employees' parent, adoptive parent, parent in law, grandparent, child, adoptive child, foster child, grandchild or sibling (including step and half brother and sister) for the purposes of this policy.

1.6. Essential Services means:-

By whomsoever rendered, and whether rendered to the Government or to any other person, the interruption of which would endanger the life, health or personal safety of the whole or part of the population.

1.7. Functions deemed essential services by SANParks:-

These are the functions when interrupted are likely to upset the positive holiday experience of a client or endanger the health/life of both an employee and a client.

1.8. Official Travelling

Travelling undertaken to conduct SANParks' business.

1.9. Public Holidays

SANParks recognizes the following holidays as defined in the Public Holidays Act 36 of 1994:

- 1.9.1. New Year's Day
- 1.9.2. Human Rights Day
- 1.9.3. Good Friday
- 1.9.4. Family Day
- 1.9.5. Freedom Day
- 1.9.6. Worker's Day
- 1.9.7. Youth Day
- 1.9.8. National Women's Day
- 1.9.9. Heritage Day
- 1.9.10. Day of Reconciliation
- 1.9.11. Christmas Day
- 1.9.12. Day of Goodwill

1.10. South African National Parks Employee Identity

Refers to the personnel card, name badge, uniform or identification document.

1.11. Stand-by Services

It means a period determined by management during which an employee shall be available for emergency and/or overtime work outside his/her normal working hours.

All SANParks Employees may from time to time be required to render stand-by services. The Stand-by Allowance shall be paid to qualifying employees who earn salaries which are less than the applicable threshold as per the Basic Conditions of Employment Act, 75 of 1997. Employees who perform services which are deemed essential, and earn above the statutory threshold but less than the maximum of Paterson Grading C3 shall qualify for Stand-by Allowance.

The following conditions shall apply:

- 1.11.1. The employee should stay within the National Park
- 1.11.2. Be available at the call of the employer; and
- 1.11.3. Abstain from the use of alcohol and other intoxicating substances.

2. WRITTEN OFFER OF EMPLOYMENT

- 2.1. A prospective Employee shall receive a written offer of employment, inclusive of a job description; which shall stipulate the position, place of work, working hours, salary, benefits, abridged conditions of service, probation period and the date on which she/he shall assume duties with SANParks.
- 2.2. The new Employee shall indicate in writing her/his acceptance of the offer and the job description.

3. PROBATION PERIOD

Prospective employees shall be employed for a probationary period of three (3) months for the A and B Job Grade levels, six (6) months for the C to F Job Grade. Dependent on agreed terms of satisfactory performance during the probationary period, confirmation of permanent employment shall be communicated to the Employee in writing, prior to the expiry of the probationary period.

The period shall be for a reasonable period in relation to the nature of the job and the length of time needed by the Employer to determine the employee's suitability.

The employee on probation shall receive feedback on his/her performance every month for the A and B Bands; every two (2) months for the C to F Bands during the probationary period.

Upon successful completion of probation, the line manager shall facilitate the confirmation such employee's permanent appointment in writing as regulated in the Probation Protocol.

Should the employee's performance be unsatisfactory during probation, SANParks shall adhere to the provisions of the Disciplinary Policy and Procedure prior terminating the employee's services.

Should there be evidence to the effect that an employee has not met the required performance standards during the probationary period, management may:

- 3.1. Defer the confirmation of appointment for the maximum period of three (3) months from the expiry date of the first probation in writing and stating the reasons thereof, or
- 3.2. Terminate the employee's services, subject to the provisions as stipulated in the Disciplinary Policy and Procedure.

4. INDUCTION

All newly appointed employees shall be inducted by Human Capital Management and line management at least two (2) months prior the expiry of their probation period.

5. MEDICAL EXAMINATION

Prior to employment, a prospective Employee shall undergo a medical examination dependent on the nature of the job, the costs of which shall be borne by SANParks. The Employee gives his/her consent to any such medical practitioner making the results and record of any medical examination available to the Employer and to discuss same with such medical practitioner. Employees may be required to undergo medical examination as follows:

- 5.1. Before permanent appointment is made;
- 5.2. Periodically depending on her/his work profile and work specifications;
- 5.3. Upon exit from the organization an Employee may be requested to undergo a final medical examination before her/his last day of work. Should an Employee refuse to undergo this examination, it will be recorded that she/he left the organization healthy and without injuries and/or work related disease thus absolving SANParks from future liability or litigation.

6. REFERENCE, CRIMINAL AND BACKGROUND CHECKS

The following background checks shall be conducted prior to making an offer to a prospective Employee and in the course of employment:

- 6.1. Previous employment – with the consent of the candidate;
- 6.2. Security check – inform the candidate that such will be done;
- 6.3. Verification of qualifications and / or professional accreditation;
- 6.4. Integrity test; including polygraph (trustworthiness test)
- 6.5. Credit check – with the consent of the candidate;
- 6.6. The categories of Employees that shall be subjected to the tests referred to above will include, but not limited to the following jobs and divisions:
 - 6.6.1. Rangers

- 6.6.2. Security Guards, Traffic Officers and Guides
- 6.6.3. Supply Chain Employees
- 6.6.4. Finance Division Employees
- 6.6.5. Any other category of Employees that the organization may decide to subject to periodic integrity tests (including polygraph).
- 6.7. A clause will be included in all new Employees' contracts stating that polygraph, other integrity tests and credit checks may be conducted from time to time.
- 6.8. The above-mentioned tests and checks shall not be retrospectively applied to current employees. Permission must be obtained from current Employees before testing and checking can take place.

7. APPOINTMENT OF AN EMPLOYEE

- 7.1. An Employee shall be considered to be employed when she/he has accepted, in writing, the offer of employment.
- 7.2. If a month should begin on a Saturday, Sunday or public holiday, an Employee who starts working on the first day following the aforementioned days (Saturday, Sunday, or Public Holiday) of that month, shall for all purposes be deemed to have started work on the first calendar day of the month, which month shall also be the anniversary date of her/his employment.
- 7.3. Upon assumption of duty, an Employee shall submit certified copies of the following documents to the Human Capital Management Division:
 - 7.3.1. Copy of Identity Document, Birth Certificate (where applicable);
 - 7.3.2. Copy of Marriage Certificate and Identity Documents or Birth Certificates of dependents, where applicable;
 - 7.3.3. UIF contributor's card, where applicable;
 - 7.3.4. Proof of qualifications and membership of professional institutions referred to in the Curriculum Vitae;
 - 7.3.5. Copy of a work or residence permit, issued by the Department of Home Affairs, if the Employee is not a South African citizen;
 - 7.3.6. Copy of Driver's License, where applicable;
 - 7.3.7. Completed application form in respect of the Medical Scheme, or prove membership of spouse or life partner (where applicable);
 - 7.3.8. Completed Health Questionnaire;
 - 7.3.9. Completed membership application form in respect of the Pension/Provident Fund.

8. WORKING HOURS AND WEEKLY REST PERIOD

8.1. Working hours

The normal working hours shall be as depicted on the table below:

Department / Function	Weekly Shift	Total Working Hours Per Week
8.1.1. Administration, Socio Economic Transformation/People and Conservation and Scientific Services (working Monday to Friday)	5 days	40
8.1.2. Conservation Services/Management (Rangers; Security Officers; Traffic)	6 days	45
8.1.3. Tourism	6 days	45
8.1.4. Technical Services	6 days	45
8.1.5. Ranger Services, General Workers	5 days	45

The hourly rate of employees who work a six (6) day weekly shift has been adjusted to be equivalent to that of the five (5) day weekly shift employees for those employee who earn salaries that are less than the Basic Conditions of Employment threshold.

8.2. Weekly Shift System

- 8.2.1. A flexible Weekly shift system for Rangers, Security Guards and any other department that permit a maximum of Three (3) shifts per Week shall be implemented.
- 8.2.2. A flexible Two (2) shifts system for Employees in positions deemed to be essential shall be implemented.
- 8.2.3. Upon implementation of 8.2.1 and 8.2.2, no overtime work or payment will be applicable.

8.3. Weekly Rest Period

- 8.3.1. Employees working a Six (6) days weekly shift consecutively shall qualify for one (1) day rest period.
- 8.3.2. Employees working Two (2) consecutive weekly shifts shall qualify for two (2) days rest period.

Reporting for duty and knocking-off times shall be from 07h00 to 16h00 and or as determined by operational requirements and applicable shifts.

9. CATEGORIES OF EMPLOYEES

These constitute the following:

- 9.1. Fixed term contract employees - those employed for a specified period on a continuous basis and/or upon completion of a particular task.
- 9.2. Permanent employees – those employed, excluding the above, for an indefinite period up to a mandatory retirement age.

10. SOUTH AFRICAN NATIONAL PARKS STAFF IDENTITY

- 10.1. An Employee shall be issued with a SANParks identification card and a name badge in accordance with SANParks procedures.
- 10.2. An Employee shall be required to have on her/his person SANParks identity card and name badge as and when required while visiting any National Park or regional office on official business or when utilising the 14 day free holiday benefit in a national park.
- 10.3. The Employee shall return SANParks identification card and the name badge to the Human Capital Division upon termination of service.
- 10.4. An Employee who has lost or misplaced her/his SANParks identification card and name badge or whose card/badge is damaged must immediately report the matter to the relevant Department for the replacement on the following conditions:
 - 10.4.1 the Employee who hands in her/his existing SANParks identification card/badge as proof that it has been damaged through wear and tear may obtain a new SANParks identification card/badge free of charge;
 - 10.4.2 in all other cases, such as loss of the identification card/badge, the Employee shall be responsible for the replacement costs.

11. APPOINTMENT OF FAMILY MEMBERS

- 11.1. SANParks' Employees shall not influence the employment of a family member in any of the organization's divisions.
- 11.2. An Employee shall not be involved in the interview or selection of a family member, close relative or friend.
- 11.3. The appointment of a husband-wife team in the same division / park / section shall be subject to the approval of the Chief Executive Officer.

12. PAYMENT OF SALARIES

- 12.1. Unless otherwise stated, any amount owing to an Employee in terms of these Conditions of Service shall be calculated in terms of a calendar month and paid monthly.
- 12.2. Payday shall be 25th of every month, if payday falls on a Saturday, Sunday or Public Holiday; the remuneration payday shall be the business day prior to the Public Holiday or weekend. For the month of December, salaries shall be paid on an earlier determined date.
- 12.3. An Employee's salary shall be paid by direct electronic transfer. Any other payment arrangement shall be authorised by the Chief Financial Officer.

13. ERRONEOUS PAYMENT

- 13.1. SANParks shall within legislative prescripts recover, by means of deductions from successive payments due to the Employee, the overpayment of any amount which, for whatever reason, was paid to such an Employee in excess of the amount the Employee was entitled to, subject to the following conditions:
 - 13.1.1. No single deduction shall exceed 25% of the gross salary payment unless the Employee has agreed to the excess deduction;
 - 13.1.2. In case of an Employee's service termination or death, SANParks shall recover the outstanding amount in full;
 - 13.1.3. In all instances the Employee must be informed about the deductions in advance.
- 13.2. In the event of a short payment of salary SANParks shall reimburse such amount in full.

14. ADVANCES ON SALARY PAYMENTS

SANParks does not pay advances on salaries. However, in exceptional cases where advance payments must be made, the Chief Financial Officer and/or delegated person as per the Delegation Framework must approve such payment.

15. 13th CHEQUE / PERFORMANCE BONUS

15.1. 13TH Cheque

A 13th cheque shall be paid at the end of November of each year to qualifying permanent employees who occupy Paterson A and B Band positions as well as C and Upper Band employees who have structured their remuneration package so that their 13th cheque is be paid at the end of November. The 13th cheque is included in the remuneration package of all C and Upper Band employees.

15.2 Performance Bonus

A performance bonus may be paid to C and Upper Bands qualifying employees each year, dependent on affordability, board approval and the results of performance assessment which are conducted in accordance with the Performance Management and Development Policy. Performance bonuses may be paid to qualifying permanent and fixed term contract employees subject to Board approval.

16. OVERTIME

SANParks may not require or permit an employee to work overtime unless an agreement has been reached. The agreement may not require or permit the Employee to work more than 12 hours on any day or exceed the weekly limit of 10 hours overtime. This means that employees, who work an eight (8) hour day, may work a maximum of four (4) hours overtime per day. Those working a nine (9) hour day may work a maximum of three hours overtime per day.

However, a collective agreement may increase the maximum permitted overtime to 15 hours a week. Such an agreement may not apply for more than two (2) months in any period of 12 months as per Section 10 (6) (a) and (b) of the Basic Conditions of Employment Act 75, of 1997.

Employees earning above the statutory threshold, with the exception of those categories listed under 16.2, shall not qualify for overtime pay.

By agreement, SANParks may grant at least 90 minutes paid time off for each hour of overtime worked.

16.1. Authorisation

Where the need arises for overtime work, prior approval must be granted in terms of the Delegation of Authority Framework.

Authorization for Overtime Work and Pay

Should it be necessary for an employee to work outside the normal working hours as a result of one of the situations listed below, such hours shall be deemed to be overtime and, remuneration shall be subject to the approval in accordance with the Delegation of Authority Framework:

- 16.1.1. An emergency during a standby duty period;
- 16.1.2. The failure of equipment and/or installations;

- 16.1.3. Previously arranged maintenance of installations;
- 16.1.4. Commissioning of equipment and/or installations
- 16.1.5. Authorized construction work on site;
- 16.1.6. Maintenance of law and order;
- 16.1.7. Abnormal emergency services;
- 16.1.8. Special, non-recurrent tasks;
- 16.1.9. Excessive workload and Financial Year end;
- 16.1.10. Exceptional cases in which predetermined deadlines cannot be met;
- 16.1.11. Critical staff shortages, but only for short periods of no longer than one month.

NB. Overtime payment shall be authorized by an official, two levels above the applicant's Paterson grade and not by the Employee's direct supervisor.

16.2. Qualifying Criteria and Payment

All Employees earning salaries below the threshold as per the Basic Conditions of Employment Act 75 of 1997 shall qualify for overtime payment.

Notwithstanding the foregoing, Employees who perform the following services which are deemed essential in the Paterson C Band and earning less than the maximum of Paterson C3 Band shall qualify for overtime payment.

16.2.1. Law Enforcement:

- 16.2.1.1. Rangers
- 16.2.1.2. Security Guards
- 16.2.1.3. Traffic Officers

16.2.2. Technical Services:

- 16.2.2.1. Technical Officers
- 16.2.2.2. Maintenance Officers
- 16.2.2.3. Electricians
- 16.2.2.4. Mechanical artisans and teams
- 16.2.2.5. Water operators
- 16.2.2.6. Boiler operators
- 16.2.2.7. Waste site supervisors and workers – as and when required
- 16.2.2.8. Laundry staff – as and when required
- 16.2.2.8. Drivers for disaster management and fire fighting

- 16.3** All Employees who qualify for overtime are entitled to overtime payment or time-off in lieu of overtime worked as defined in the Basic Conditions of Employment Act 75, of 1997.

16.4 Travelling Time

Where qualifying Employees are required to work overtime and official travelling time is involved, such travelling time shall be considered as overtime.

16.5 Payment for Work on Sundays

- 16.5.1 Employees earning above the statutory threshold, except those employed in essential services earning less than the maximum of Paterson C3 shall not qualify for pay for work on Sunday.
- 16.5.2 Employees who do not ordinarily work on a Sunday must be remunerated at double the Employee's wage for each hour worked.
- 16.5.3 Employees who ordinarily work on a Sunday must be remunerated at a rate of not less than one and one-half times the Employee's wage for each hour worked.
- 16.5.4 When an employee works less than the ordinary shift on a Sunday, the payment shall be in accordance with the Basic Conditions of Employment Act 75, 1997.

17. PAYMENT FOR WORK ON A PUBLIC HOLIDAY

- 17.1. SANParks may not permit an employee to work on a Public Holiday; except in accordance with an agreement, in line with the Basic Conditions of Employment Act 75, 1977, as amended.
- 17.2. If a public holiday falls on the day on which an employee would ordinarily work, an employer must pay –
- (a) an employee who does not work on a public holiday, at least the wage that the employee ordinarily have received for work on that day;
 - (b) an employee who does work on the public holiday –
 - (i) at least double the amount referred to in paragraph (a); or
 - (ii) if it is greater, the amount referred to in the paragraph (a) plus amount earned by the employee for the time worked on that day.

18. LONG-SERVICE

SANParks values and recognizes relevant long service as defined in the Human Capital Management Tariff Document and collective agreements entered into with the recognized trade union/s.

19. FRINGE BENEFITS AND ALLOWANCES

19.1. Pension Fund

All Employees are obliged to join one of the following retirement funds which are approved by SANParks:

19.1.1 SANParks' Pension Fund or

19.1.2 SACCAWU National Provident Fund.

19.2 Medical Scheme

19.2.1 SANParks shall provide an appropriate medical aid scheme(s) to all employees.

19.2.2 Membership is subject to the rules and conditions of the relevant scheme.

19.2.3 All A and B Band employees shall contribute 40% and SANParks 60% of the prescribed membership fees.

The 60% SANParks' contribution for C and Upper Band employees is included in their Cost to Company (CTC) remuneration, this is a medical tax benefit as per SARS rules.

19.3 Housing Allowance

A Housing Allowance shall be paid to employees who do not reside in a National Park or official accommodation as per the Human Capital Management Tariff document. If an employee and the spouse are both employed by SANParks, both shall receive the applicable allowance.

19.4 Unemployment Insurance Fund

All employees shall contribute towards the Unemployment Insurance Fund as stipulated in the Unemployment Insurance Act 30 of 1966.

19.5 Vehicle and Tool of Trade Allowances

19.5.1. Private Transport

Employees who are authorised to use their private vehicles for official business shall be re-imbursed for the kilometres travelled, based on the applicable SANParks tariffs.

19.5.2. Vehicle Allowance

A vehicle allowance shall be paid in terms of the rules of the Vehicle Scheme Policy to Employees on Paterson Bands D-F, who have structured their remuneration package to include such an allowance.

19.5.3. Tools of Trade

The following Tools of Trade shall be made available to qualifying Employees:

- 19.5.3.1. Laptop
- 19.5.3.2. Tool Boxes
- 19.5.3.3. Vehicles
- 19.5.3.4. Night Sight Equipment
- 19.5.3.5. Cyber Trackers

Please refer to the Human Capital Management Tariff Document for details.

19.5.4. Tool of Trade Allowances

19.5.4.1 Vehicles

A tool of trade allowance shall be paid to permanent Employees (on Paterson C Band) whose jobs require the use of a vehicle in accordance with the applicable policy. The tool-of-trade allowance may be reviewed on an annual basis.

19.5.4.2 Cellular Phone allowance

A cellular phone allowance shall be paid to all qualifying employees.

19.6. Visits to Medical Facilities

- 19.6.1 If an Employee, the spouse or dependent children live in a National Park and need to visit medical facilities that are not locally available; SANParks shall assist by paying 50% of the total kilometers travelled less 120 kilometers (based on the applicable SANParks tariff.) SANParks shall defray all costs in cases where an Employee or members of his family have to be transported in an emergency to the nearest medical facility.
- 19.6.2 A valid medical certificate should be submitted with the claim.

19.7. Emergency Medical Services

Management should provide suitable transport for employees who reside in National Parks which are situated in remote areas, to the nearest medical facilities during emergency situations.

19.8. Transport for Employees to the nearest town

Employees who reside in the National Parks and do not qualify for a vehicle and Tool of Trade Allowance shall be transported to the nearest town once a month for shopping purposes. However, Management shall provide transport not more than three (3) times in a month. Qualifying employees shall utilise the occasional leave for shopping purposes.

19.9. Pilot Allowance

A pilot's allowance shall be paid to employees who fly SANParks aircraft.

19.10. Boarding School Allowance

An allowance shall be paid to subsidise employees residing in National Parks, whose children are obliged to stay in a boarding school/house.

19.11. Transport for School Going Children

19.11.1. Transport for school-going children allowance

Employees who reside in a National Park and have to transport dependent children to the nearest appropriate school, in the absence of transport provided or arranged by SANParks, shall be reimbursed as per the Human Capital Management Tariff document.

19.11.2. Transporting of school-going children

SANParks will provide or arrange transport to the nearest appropriate school for school-going children.

19.12. Holiday Benefits

All existing permanent and fixed term employees who were employed prior to 1st April 2021; excluding retirees, are entitled to 14 nights' free accommodation per annum, in any National Park subject to the applicable quotas as stated in the Staff Holiday Fringe Benefit Standard Operating Procedures. Accommodation shall be subject to tax for all qualifying employees.

19.13. Study Loans

All permanent Employees shall have access to an interest free study loan to further relevant and approved studies with an accredited tertiary institution. The loan shall be granted in accordance with the selection criteria and the rules of the Study Bursary Scheme.

19.14. Bursary Scheme for Dependent Children

All permanent Employees are eligible to apply for a study bursary on behalf of their children to further their tertiary education.

19.15. Acting/Overseeing Allowance

An acting/overseeing allowance shall be paid to qualifying employees as per the Acting Policy.

20. COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES

All Employees are covered in terms of the Compensation for Occupational Injuries and Diseases Act, No. 130 of 1993, which provides for the payment of applicable benefits.

21. UNIFORM

All Employees are required to wear the prescribed uniform during official working hours as per the Uniform Policy.

22. LEAVE

Employees are entitled to annual, sick, and special leave as per the classification and conditions of leave as contained in the Leave Policy.

23. DISCIPLINE AND GRIEVANCES

23.1 Discipline

Discipline is applied in terms of the Disciplinary Policy and Procedure.

23.2 Grievances

Grievances are handled in terms of the Grievance Policy and Procedure.

24. TRANSFERS

SANParks reserves the right to transfer an employee from one workstation to another in accordance with applicable legislation. An employee may also apply for a transfer. The following categories of employees may be subjected to periodic transfers from one work place to another as follows:

- (a) Regional rangers every (7) seven years;
- (b) Section rangers every (5) five years;
- (c) Sergeants every (3) three years;
- (d) Corporals, Lance Corporals and Field Rangers every (2) two years;
- (e) Hospitality Services Managers every (5) five years;
- (f) Duty Managers every (3) three years;
- (g) Park Managers (Managing Executive: Parks, will determine the frequency);
- (h) Regional Managers (relevant Managing Executive will determine the frequency).

The personal circumstances such as children's schooling, other individual factors, as well as the financial implications of the transfer must be considered when transferring Employees from one work place to another.

24.1 Notification of Transfer

The Employee must be informed in writing of her/his transfer and all conditions attached thereto. The Human Capital Management department concerned shall make transfer arrangements.

24.2 Relocation Bonus

- 24.2.1. An employee who is transferred by the organization from one work station to another shall be paid a 10% relocation bonus. An employee who requests for a transfer shall be paid a 5% relocation bonus. The calculation of the bonus shall be based on the annual salary or 60% of the Cost to Company remuneration package and be paid once-off to the employee.
- 24.2.2. An employee who applies for a vacant position and becomes the successful candidate does not qualify for a relocation bonus. The employee who either applies for a vacant position, is transferred by the organisation or upon own transfer request, may apply for Special Transfer Leave in order to travel from one place to the new workplace where he/she will be stationed.
- 24.2.3 The relocation bonus is subject to the following terms and conditions:
 - 24.2.3.1 The payment of the relocation bonus **shall not** apply when an employee applies for a vacant position in a different workplace and is appointed in such a position, such employees **shall not** be entitled to a relocation bonus.
 - 24.2.3.2 If the transfer was a consequence of a demotion resulting from the outcome of a disciplinary hearing, the relocation bonus replaces the re-settlement allowance in all cases where employees qualify for the relocation bonus.
 - 24.2.3.3 Employees shall not be entitled to both a re-settlement allowance and a relocation bonus as indicated above.
 - 24.2.3.4 Line managers should consider the financial implications of staff transfers. All transfers should be informed by operational requirements and the personal circumstances of the employees should be taken into account. The disruption of the employees' children's schooling should be avoided at all costs.
 - 24.2.3.5 The timing of transfers of employees with school-going children should coincide with the end of the school terms for that particular year. Parents should be given

notice of their pending transfer, allowing sufficient time for them to make necessary applications for school admission before the closing date.

24.3. Transfer Costs

24.3.1. In all cases where an Employee is transferred from one work station to another, SANParks shall pay for the relocation costs.

- (i) Accommodation and storage costs in respect of an Employee who is transferred permanently and at short notice by the Organisation: An Employee who, at the request of SANParks, is transferred permanently and at short notice, that is, notice of one month or less, from one work station to another and who, owing to the short notice, is unable to obtain permanent accommodation, shall be housed and her/his furniture stored for a maximum period of 30 days at SANParks' expense. Such Employee shall qualify for a resettlement allowance once permanently resettled as per the HC Tariff Document.

Accommodation shall be arranged as follows:

(a) Official Accommodation

An Employee and her/his dependants shall, as far as possible, be housed in official accommodation.

(b) Rated Hotels

An Employee and her/his dependants may, at her/his new place of work, be housed for 30 days in rated hotels at a bed -and- breakfast tariff only, subject to the following:

- that official housing, where applicable, is not available;
- that an Employee resides in a hotel at the discretion of management as per the Subsistence and Travel Policy;
- that private accommodation or accommodation in flats and hostels is at the normal tariff for bed and breakfast.

ii) Payment of Resettlement Allowance

A resettlement allowance as stated in the HC Tariff Document which is intended to reimburse an Employee for expenses incurred as a result of her/his transfer is payable to the Employee as soon as she/he has been relocated.

iii) Travel Costs

An Employee who is transferred at SANParks' expense shall be paid on the following basis:

- (a) The transport of the employee's motor vehicle/s, in accordance with the SANParks' applicable tariff.

iv) Allowance for School Uniform

An allowance, as specified below, shall be payable per child to a transferred Employee with school going child/children for the replacement of school uniform should this differ from that of the previous school, provided that no allowance shall be payable in respect of a child who is finishing her/his primary school career at the old work station and starting her/his high school career at the new station as per the HR Tariff Document.

v) Children in Boarding Schools

An allowance, as specified in the HC Tariff Document shall be payable per child that will be required to reside in boarding schools:

Applications for an allowance shall be accompanied by an itemised account of each child's school wear and an official confirmation by the school.

24.4. Additional Benefits applicable to Transfers in terms of Paragraph 24.2

Payment of transfer and bond costs upon the purchase of a dwelling at the new place of work provided the Employee owned and resided in the dwelling that is sold in order to purchase the new dwelling.

The maximum costs payable shall be determined by SANParks as per the HC Tariff Document. New appointments do not qualify for the payment of transfer and bond costs.

24.5. Repayment and Payment to Employee

An Employee shall arrange for the repayment of expenses and the payment of a resettlement allowance by submitting a claim form in respect of travel and subsistence costs to the manager of the department to which she/he has been transferred. Each expenditure item in respect of which she/he claims shall be substantiated by a receipt.

24.6. Special Leave upon Transfer

Upon being transferred, an Employee shall receive special leave with full pay for the time required for the journey to her/his new position in accordance with the Leave Policy.

24.7. Recovery of Expenses incurred in the event of Termination of Service within First Six Months of Appointment/Transfer

The recovery of any expense incurred by SANParks in respect of an Employee who is transferred and moves house, including the resettlement allowance, in the event that she/he should leave the employ of SANParks within six (6) months from the date of transfer/moving, any costs incurred by SANParks shall be recoverable from her/him or from any moneys due to her/him, calculated on a pro rata basis on the basis of the period of service from the date of transfer/moving provided that no monies shall be recovered from her/his pension fund contributions. The above condition shall not apply to Employees whose services are terminated as a result of disability, retrenchment or death.

24.8. Prospective Employees

SANParks shall pay the expenses involved in the transport of the furniture and household belongings within the border of the Republic of South Africa of a prospective Employee who has accepted in writing SANParks' offer of employment. The conditions of paragraph 24.5 above shall apply.

25 PROMOTION AND EMPLOYEE RETENTION

25.2 The promotion of Employees shall be effected in accordance with the Promotion Policy.

25.3 Employee Retention shall be effected in accordance with Employee Attraction and Retention Policy.

26 DEMOTIONS

An Employee may be demoted under the following conditions:

26.2 If the employee requests it;

26.3 If the job content of the position he holds has altered to such an extent that it qualifies for a lower grade, and there are no alternative positions to which she/he can be transferred;

26.4 If the incumbent of the position can no longer cope with the demands of the current position; and

26.5 As a result of disciplinary action

26.6 A demotion that resulted from a disciplinary action against an Employee shall lead to a reduction in both salary and related benefits.

26.7 All other types of demotions are subject to the consent of the Employee regarding the reduction of salary and benefits.

27 SUBSISTENCE AND TRAVEL

Expenses incurred on official business shall be reimbursed according to the Subsistence and Travel Policy.

28 TERMINATION OF SERVICE

28.1 Resignation

An Employee may terminate her/his service contract by submitting a written notice as follows:

28.1.1 One week notice if employed for six (6) months or less or two weeks' notice if employed for more than six (6) months but less than one (1) year and four (4) weeks if employed for one year or more;

28.1.2 Should the employee not honor the prescribed notice period, SANParks may recover owed notice period from the employee's final salary.

28.1.3 SANParks may waive the prescribed notice requirement and pay the Employee in lieu of the notice period.

28.2 Dismissal

Dismissal shall be in accordance with SANParks Disciplinary Policy and Procedure and the Labour Relations Act No 66 of 1995, as amended from time to time.

28.3 Retirement

Retirement age is 65 years for all Employees.

28.4 Exit Interview

Upon termination of service, an exit interview shall be conducted and recorded by the Human Capital Management Department.

28.5 Certificate of Service

A Certificate of Service shall be issued in accordance with the Basic Conditions of Employment Act 75 of 1997 to an Employee who leaves the service of SANParks.

28.6 Employees Occupying Accommodation provided by SANParks

28.6.1 Should SANParks terminate the contract of employment of an employee who resides on its premises, the Organisation shall provide the employee with accommodation for

a period of one (1) month, or if it is a longer period, until the contract of employment could lawfully have been terminated as per the Basic Conditions of Employment Act 75, 1997. In a case where an employee was dismissed and exercised the right to appeal, such an employee shall be permitted to reside in the employer's official accommodation until the appeal has been finalised.

28.6.2 SANParks shall have the prerogative to request the dismissed employee to vacate official accommodation within a shorter period where there are justifiable reasons that the dismissed employee may commit the same or similar offence, provided the employee has been given an opportunity to make representation. Such a decision shall be taken by the Managing Executive (KNP) or Park Manager in consultation with the Human Capital Management Department.

28.6.3 In the event of retirement, the occupants shall vacate the official accommodation within one (1) month from the date of retirement.

28.6.4 In the event of death or retrenchment, the family members as recorded in the personnel file shall vacate the official accommodation within a maximum of two (2) months from the date of death or retrenchment which shall include the employee.

29 PATENT AND COPY RIGHTS

29.1 Patent Rights

29.1.1 The rights to any invention, design, new name and usable artwork, process, instrument, fabrication or any new or useful improvement thereto developed by an employee in the course of her/his service with SANParks shall be the property of SANParks.

29.1.2 SANParks may register patent rights over such invention or improvement in the Republic of South Africa in its name or may publish particulars of such invention or improvement in order to prevent registration of patent rights by a third party.

29.1.3 Should SANParks decide not to register a patent in its own name, written approval on request may be granted to the employee to register such patent in her/his own name and at her/his own expense in the Republic of South Africa.

29.1.4 An employee may, subject to prior approval by SANParks, register foreign patent rights in her/his own name and at her/his own expense.

29.2 Copyright

29.2.1 All rights in respect of work produced by an employee in the execution of her/his duties during the course of her/his employment with SANParks shall belong to

SANParks. The employee shall indemnify SANParks from any claims resulting from an infringement by the employee of copyright held by any other author.

29.2.2 All rights in work produced by an employee while on duty, copyright should be reviewed and negotiated in line with intellectual Property Laws Amendment Act of 2013

30 MEMBERSHIP OF A TRADE UNION

Any employee may voluntarily join a Trade Union of her/his choice as provided for in the Labour Relations Act No. 66 of 1995 as amended from time to time.

31 NOTIFICATION OF CHANGES

An employee shall inform the Human Capital Management department as soon as possible regarding any changes in respect of the following:

- 31.1. Residential Address
- 31.2. Marital Status
- 31.3. Number of Dependents
- 31.4. Educational Qualifications
- 31.5. Nomination of Beneficiaries
- 31.6. Income Tax Number/Office
- 31.7. Bank Arrangements
- 31.8. Identity Number
- 31.9. Contact Details of Next of Kin

32 DECLARATION OF INTERESTS

All Employees of SANParks are required to declare their interests annually and obtain approval from their line manager if engaged in the following activities:

- 32.1. Participating in activities for personal gain;
- 32.2. Directorship(s);
- 32.3. Election to a statutory body or local authority.

The Declaration of Interest form must be updated if and when there are changes in the Employee's interests.

33. FAREWELL GIFTS

An Employee who goes on retirement, at the official retirement age, shall receive a farewell gift from SANParks as per the Human Capital Tariff Document.

34. DECLARATION OF GIFTS AND TOKENS OF APPRECIATION

Employees shall declare all gifts and tokens in recognition for official work done, such as monies or reward, whether in cash or kind, from any third party in accordance with the Declaration of Interests procedure.

35. REGULATORY FRAMEWORK

These conditions are in accordance with all applicable policies of SANParks and relevant legislation, as amended, including the following:

- 35.1. Constitution of South Africa, Act, 108 of 1996
- 35.2. Basic Conditions of Employment Act, 75 of 1997
- 35.3. Employment Equity Act, 55 of 1998
- 35.4. Skills Development Act, 97 of 1998
- 35.5. Health Professions Act, 56 of 1974
- 35.6. Labour Relations Act, 66 of 1995
- 35.7. Occupational Health and Safety Act, 85 of 1993
- 35.8. Unemployment Insurance Act, 30 of 1966
- 35.9. Pension Fund Act 24 of 1956
- 35.10. General Pensions Act of 1979
- 35.11. Public Holidays Act 36 of 1994
- 35.12. Intellectual Property Laws Amendment Act of 2013