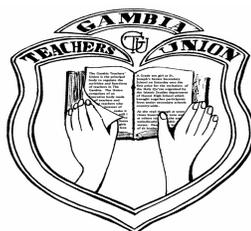


# **THE GAMBIA TEACHERS UNION**



# **(GTU)**

## **STAFF TERMS & CONDITIONS OF SERVICE**

Revised January 2015

## **SECTION I: INTRODUCTION**

It is the responsibility of all employees to acquaint themselves with the provisions of the Terms and Conditions of Service Regulations and to faithfully comply with them at all times.

### **101 Extent Of Application**

- a. These rules embody the terms and conditions of service in the Gambia Teachers Union (GTU) and apply to all employees of the GTU except in certain respect to contract and temporary employees who may be expressly excluded.
- b. They shall govern the execution of the administrative activities of the GTU except as may be otherwise provided for in decisions of the National Executive Committee of the GTU (GTUNEC).
- c. Employees not on the pensionable scheme (establishment) will be subject to separate contracts which will indicate which provisions of these rules apply; such contracts shall be subject to approval by the National Executive Committee (GTUNEC).

### **0102 Effective Date Of Commencement**

These rules shall be deemed to have come into force on 1<sup>st</sup> January 2015

### **0103 Definitions**

In these rules unless where the context otherwise requires, the following terms shall mean as indicated below:

- a. 'GTU' means the Union or The Gambia Teachers Union;
- b. 'Authority' means The Gambia Teachers Union National Executive Committee (GTU NEC) with its constituent sub-committees and competent officer(s);
- c. 'Officer' means any person in the employment of the GTU but does not include casual or non-pensionable employees;
- d. 'Permanent Appointment' means appointment(s) so confirmed by the GTUNEC or its sub-committees to an existing post in the GTU and shall be subject to membership of the pension scheme;
- e. 'Contract Appointment; means appointment(s) made by GTUNEC for a special period of time and normally involving no pension benefits;
- f. 'Temporary Appointment' means an unconfirmed appointment usually to a non existent post in the GTU and involving no pension benefits;
- g. 'Provident Fund Scheme' means a security scheme operated by the GTU for all employees, on permanent employment and currently run by the Social Security and Housing Finance Corporation (SSHFC);

- h. 'Termination' means :an appointment dispensed with upon fulfilling the conditions as specified in the contract;
- i. 'Dismissal' means an appointment terminated with pay only to the last day of employment without any further benefit;
- j. 'Salary' means basic salary which does not include acting or any allowance;
- k. 'Department' means a unit that may from time to time be so designated by GTU to look after a particular branch of GTU Work;
- l. 'Head of Department' means an officer duly designated by the GTU to be in charge of a department.
- m. 'Secondment' means employees who are loaned to/by the GTU by its organs or partner institutions for a specific period and/or task.
- n. 'Senior Management Team' (SMT) means a team of administrators comprising the General Secretary, Deputy General Secretary, General Manager (GTUCCU) and Heads of Departments/Units.
- o. 'Longevity' means 10% increments of an officer's basic salary paid to an officer who stagnates at the top of his scale for a designated period or as otherwise determined by GTUNEC.
- p. 'Grade Point Increment' means special form of promotion of an officer, other than the normal one and from a lower grade to another but not necessarily equal to the associated status to that particular Grade in question.

#### **0104 Power To Amend, Relax Or Interpret The Rule**

- a. The GTU NEC reserves to itself the power to review, amend, relax or interpret any of these rules.
- b. No new rule or amendment to an existing rule shall have any force until approved by NEC and assented to by the President, a copy of which shall be made available to every employee;
- c. The National Executive Committee (NEC) of the GTU shall be responsible for the application of these rules and regulations.

#### **0105 Membership to a Trade Union**

Staff shall have the right to belong to trade unions or any other organization representing workers.

## **SECTION II: EMPLOYMENT POLICY**

Upon employment, the GTU shall present the Employee with a copy of the Terms and Conditions of Service and Job Description.

### **0201 Permanent Employment**

It is the policy of the GTU to employ the services of competent personnel to fill existing vacant positions in line with the organisation's staffing needs as spelt out in the Strategic Plan. All vacancies for personnel other than that of Categories V and VI must be filled with due consultation and prior approval of the GTUNEC.

### **0202 Temporary Employment**

It is the policy of The GTU to hire the services of a Temporary Employee only when existing personnel cannot tackle a particular job or when no employee is qualified to assume the position and the work required is either seasonal or for a particular project or operation. Being a temporary employee does not guarantee being taken as a regular employee. Temporary employment for Senior Management staff must be approved by the GTUNEC.

### **0203 Secondment**

It is a non-mandatory policy of the organization to agree only when necessary to the secondment of employees to and from the GTU from partner institutions or other organizations for a specific period and/or task. Secondment to The GTU does not guarantee that the seconded employee will be taken as a permanent employee.

### **0204 Promotion**

Promotion involves the movement on a permanent basis of an employee from a lower position to a higher position of classification with a corresponding increase in salary. Promotions can be given to employees, when there is a new position formed, when an old position is vacated or on the basis of Grade Point Increment.

### **0205 Consultancy**

The GTU may contract the services of consultants if it is prudent. The General Secretary shall approve the hiring of consultants in consultation with the President and prior written approval of the GTUNEC. A contract letter/agreement and TOR shall be prepared. The aforementioned documents will be binding upon both parties, the GTU and the Consultant.

Consultants cannot and shall not qualify for protection under any of The GTU schemes. All work done by consultants, submitted and accepted remains the property of The GTU and cannot be utilized without permission.

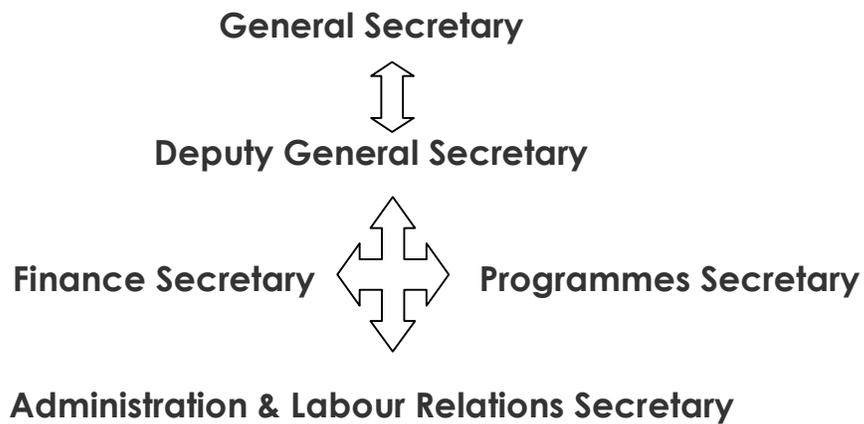
## 0206 Interns and Volunteers

The GTU can host interns depending on available funding and programme needs. The GTU can provide limited support in the form of a monthly stipend for basic living expenses. Positions may be within one programme or across several programmes.

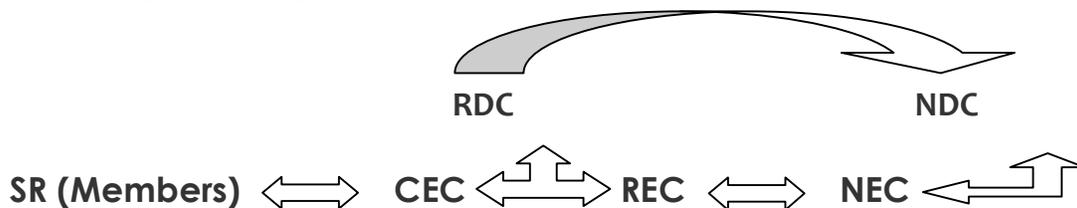
The GTU will accept a limited number of volunteers periodically depending on programme needs. These positions are un-remunerated. Volunteers from recognized volunteer organizations such as VSO or Peace Corps will be sponsored or funded by their organization.

## 0207 Organogram

### i. Administration



### ii. Governance



## **SECTION III: TERMS & CONDITIONS OF EMPLOYMENT**

This procedure is applicable for recruiting all staff to ensure that all applicants receive due consideration and a timely reply. For the purpose of these procedures, an applicant is defined as a person who has responded to a vacancy announcement for a position, or has submitted an application without being requested to do so.

### **0301 Guidelines for Staff Recruitment**

All applications for job vacancies are to be addressed and presented to the General Secretary who shall be responsible for coordinating the recruitment for staff positions. Job Descriptions for a vacant position shall be revised or updated as necessary and must be approved by the GTUNEC.

The Notice of Vacancy, as prepared by the General Secretary, is first posted internally for a period of not less than one week for applications from interested GTU staff. Applications from qualified GTU staff are considered on a priority basis. Subsequently, the Notice of Vacancy is circulated externally via letter, radio messages, local newspaper, etc.

Only the GTUNEC can decide to waive advertisement, on the advice of the General Secretary and this shall only be done for positions for which:

- A large number of applications already exist on file;
- Recent interview reports with potential candidates are available;
- It is most cost effective and prudent to headhunt due to time constraints or specialized competencies are required to do a particular job;
- Special recommendation is made for promotion and approved by the GTUNEC.

### **0302 Handling Applications**

All un-requested applications for employment should be dealt with promptly, politely and placed on file for a period of 12 months from receipt. Upon receiving an inquiry from an applicant with GTU, the following procedures apply:

- The General Secretary sends a negative response in writing to all unqualified applicants within two weeks of receipt of letter of inquiry;
- The Officer in-charge of Administration shall retain all letters of inquiry and Curriculum Vitae on file for future reference.

### **0303 Job Descriptions (JD)**

JD and position titles are developed for each post. The job description is the basic foundation upon which the remuneration package rests; it is therefore prudent to exercise utmost caution in developing new job descriptions and updating existing ones. All JDs and titles are reviewed by the SMT and subject to approval by GTUNEC. A copy for each position is kept in a file.

### **0304 Position Classification**

Each position within GTU is evaluated objectively on the basis of the approved JD and assigned a category/grade that is in keeping with the duties and responsibilities of the position. The assignment to a specific category/grade is the result of a comparative analysis of all positions in the Organization. Positions which have a similar level of skills, duties, responsibilities and job market value have been grouped in categories. The classification of positions according to categories/grades is established by the GTUNEC.

New positions may be established through the following procedures:

- A written proposal accompanied by JD and category/grade, prepared by the officer-in charge submitted to the GTUNEC by the General Secretary;
- An approval by the GTUNEC for an advert to be placed, followed by the short listing and interview process

### **0305 Interview of Candidates**

- a. The General Secretary screens the application letters and Curriculum Vitae of applicants to make a short list of qualified candidates to be interviewed for the vacant positions. The depth of screening depends upon the category/grade level and responsibilities of the position being filled. Screening should be completed within one week of the closure of the notice of vacancy;
- b. Short-listed Candidates will subsequently receive a letter or notice for an interview from the General Secretary. Short-listed candidates shall be given one week's notice before interview. Invitation letters for Interview shall be sent to all short-listed candidates where possible followed by telephone calls;
- c. If the General Secretary determines that a sufficient number of qualified candidates have not been identified, the Notice of Vacancy closing date can be extended in consultation with the President and National Treasurer;
- d. A specific interview plan is to be designed by the Admin and Labour Relations Secretary to fit the Category/grade level and responsibilities of the position being filled. The entire interview and selection process should be completed within three weeks of the closure of the Notice of Vacancy;
- e. An interviewing panel shall be set up for every post to be filled except those filled by promotion. The interview panel shall consist of not less than four people: The General Secretary, Admin and Labour Relations Secretary, Finance Secretary, selected members of the GTUNEC. Outsiders may be invited to join the panel as advisers because of their particular experience or expertise. They may come from an NGO, relevant government department or the private sector.
- f. The interview shall be conducted according to rules agreed between the panel members in advance. Each panel member shall award a mark, and the Chairperson shall preside over

the discussion on the merits and demerits of each candidate. The candidate with the highest marks will be offered employment. All score sheets are kept for future reference.

- g. After the interview, the General Secretary, after conducting a reference check, will write an appointment letter to the successful candidate (in the case of the General Secretary, the President). The candidate is offered the position and all matters concerning salary, benefits and the content of the Personnel Agreement are the responsibility of the General Secretary. Hiring must be in accordance with the approved GTU Strategic Plan and Remuneration Package.
- h. If the candidate accepts the position, the relevant head of department draws up a Performance Contract from the Department's Work Plan which the candidate signs. The General Secretary signs all contracts (employment) on behalf of GTU. The Admin and Labour Relations Secretary opens Personnel file for the new employee, which includes the application for employment, curriculum vitae, job description and other correspondence. All confidential interview checklists and letters of reference are kept in the confidential file.

## **SECTION IV: APPOINTMENTS, PROMOTION AND TERMINATION**

### **0401 Internal Recruitment**

For all internal recruitments advertised internally, the following rules shall apply:

- All applications must be addressed to the General Secretary, who would be required to provide a confidential assessment;
- All applicants shall be interviewed according to the interview procedure laid down in this document.

### **0402 Salary Negotiation**

Salary can be negotiated within the category/grade level for a person with exceptional abilities extra benefits can be used as incentive to get them on GTU.

### **0403 Types of Contracts of Employment**

Employment at the GTU shall be in any of the following forms:

- a. A contract for an unspecified time;
- b. A contract for a specified period of time; or
- c. A contract for a specific task

### **0404 Classification Of Employees**

The employees of the GTU for the time being shall be classified as follows:

<b>CATEGORY</b>	<b>GRADE</b>	<b>OFFICE</b>
I	9 -11	Administration
II	7 - 8	Head Of Department
III	5 - 6	
IV	3 - 4	
V	2	
VI	1	

### **0405 Appointing Authority**

- a. Appointments of employees in categories I, II, and III shall be made by the GTU Executive Committee.
- b. Appointments of employees in Categories VI to VI shall be made by the General Secretary in consultation with the President and National Treasurer.

## 0406 Appointments

- a. All appointments into the services of the GTU except for temporary and casual appointments shall be to posts duly created by the GTU NEC.
- b. The GTU NEC where appropriate, may at its discretion advertise vacant posts to be filled or proceed to recruit staff directly.
- c. Whichever the mode of recruitment, the GTU NEC may set standards and qualifications for any particular appointment except that every appointment shall be subject to the following basic conditions:-
  - i. An employee in Category I has to be a fully paid-up member for at least 5 years;
  - ii. Minimum age requirement shall be 35 years;
  - iii. No person, who has been convicted of a criminal offence involving fraud or any other form of dishonesty, shall be employed by the GTU.
- d. Recommendations for appointments and promotions must take merit into account;
- e. Candidates for appointment are required to submit to the appointing authority:-
  - i. An application letter. Those who applied through e-mail services must present hard copies during interviews;
  - ii. Satisfactory evidence that they fulfill the minimum requirements for appointment to the post for which they are applying. Candidates who do not meet the minimum requirements will not be contacted;
  - iii. A birth certificate or affidavit sworn before a Notary Public certifying date and place of birth. Such certificate or affidavit will not be subsequently altered or amended;
  - iv. Testimonials as required by the post advertised
- f. Candidates for appointment may be required to attend an interview as part of the selection process;
- g. Appointment authorities will ensure that all appointments, confirmations , promotions, dismissals and transfer of officers follow the procedure laid down by the these terms and conditions of service.
- h. If the effective date of an officer's appointment or promotion falls between the first and the fifteenth day of the month, inclusive, his/her incremental date will be the first of that month; if the effective date of promotion or appointment falls on or after the sixteenth of the month, his incremental date will be the day of the following month.

## **0407 Promotions**

- a. It is the policy of GTU whenever possible, to promote employees who deserve and are qualified in any available higher position, with corresponding increase in salaries, duties and responsibilities.
- b. The General Secretary recommends an employee who is next in line or as a transfer from another unit to be promoted. All promotions must be proposed by the General Secretary and approved by the GTUNEC.
- c. Potential Salary adjustments for promotions will be given from the effective date indicated in the Notice of Promotion.
- d. If a staff is placed temporarily in a position of higher Band; this is only a temporary assignment, not a promotion, and no promotion or pay raise is given.
- e. However, an 'Acting Allowance' will be paid only under the terms of the GTU policy on Acting Allowance.
- f. Promotion shall be based on qualification, efficiency, job experience and good conduct.
- g. Promotion from an established post to another will be subject to the Approval of the GTUNEC and will depend on a vacancy occurring.
- h. Promotion based on incremental wards shall be sanctioned by the GTUNEC upon recommendation by the General Secretary.

## **0408 Longevity**

- a. Longevity increments, equal to 10% of an officer's basic salary, will be paid to an officer who stagnates at the top of his scale. The first increment will be paid two years after the date the officer reaches the top of the scale, and will be paid after each stagnation period of three years thereafter. Longevity increments are pensionable emoluments.
- b. Subject to the approval of the GTUNEC, an outstanding officer may receive more than one increment within his grade in one year.

## **0409 Transfers**

- a. It is the policy of GTU, to allow and to initiate transfers from one unit or department to another and from one position to another within the same unit. The General Secretary has the option to initiate transfers, which are deemed beneficial to the organization.
- b. Requests for transfers must be in writing, and forwarded to the General Secretary for approval. When an employee is transferred to another unit or department and the transfer is lateral or not lateral and below the present position, the salary of the employee will remain unchanged.
- c. Future changes in salary are subject to the approval of the GTUNEC. If the position is not lateral and higher the employee is subject to the promotion Policy and Procedures. Once an employee has been transferred from one position to another, any move back to the original position will be considered a transfer and subject to this transfers policy.

## **0410 Acting Positions**

- a. An Employee is expected to assist GTU when temporary personnel shortages occur. The Employee may be asked to perform the duties of a Junior or Senior personnel when absent for a short or extended period of time;
- b. The Employee shall not be entitled to an increase in remuneration as a result of temporarily performing additional duties provided that this is for a period not exceeding twenty days. If the period exceeds ninety calendar days, the Employee may be considered for a promotion or a special allowance shall be considered.

#### **0411 Letter Of Appointment**

Every employee on appointment in the GTU shall be issued with a letter of appointment which shall specify:

- a. The precise designation of the post to which appointment is being made;
- b. The terms of appointment; temporary, permanent or contract and pensionable or not;
- c. The length of notice required to be given.
- d. The salary scale applicable to the post;
- e. The initial salary of the employee in that post.
- f. The effective date of appointment.
- g. The length of the probationary or trial period;
- h. A statement that the appointment will not take effect unless accepted in writing.
- i. In the case of permanent appointment a clause stating that appointment will not be confirmed until a medical examination has been passed.

#### **0412 Certificate Of Health**

All appointments on permanent basis shall be subject to a medical fitness determined by a registered medical officer and shall be done not more than one month after appointment..

#### **0413 Probation**

All appointments to the permanent establishment shall be subject to a probation (trial period) of three to six months as the appointing authority may deem fit. The period may be extended by the GTUNEC if the employee fails to prove satisfactory after 1<sup>st</sup> period of probation and shall not exceed a total of 12 months.

The General Secretary will report to the GTU NEC one month before the end of the probation on the suitability of the employee. In case of the General Secretary, the President shall do so.

#### **0414 Confirmation**

An employee may be confirmed in appointment by the appointing authority on the completion of a probationary period provided his/her work and conduct are considered satisfactory and sanctioned by the GTUNEC.

#### **0415 Annual Performance Report**

- a. The General Secretary shall appraise and submit a summary report to the Relevant Authority on the work and conduct of confirmed employees subject to their agreed performance contract.
- b. The President shall appraise the General Secretary and report to the GTUNEC on his/her performance and conduct as per the agreed performance contract .

#### **0416 Termination Of Service**

An employee whose services are dispensed off or who is called upon to resign from the service of the GTU shall be terminated.

Either party shall be entitled to terminate their service on giving the other party the following minimum period of notice in writing wherein:

- a. The contract is within Category III to VI; one month notice or in lieu thereof a sum equivalent to his/her salary for one month;
- b. For Category I and II; 2 months notice or in lieu thereof a sum equivalent to 2 months salary;
- c. The contract is less than two weeks; one week notice;
- d. The death of an employee terminates his/her contract but the next-of-kin of the deceased employee shall be entitled to:
  - claim any remuneration or other benefits due to the employee at the date of his or her death;
  - any property of the employee in the possession of the Union if the claim is made not later than six months from the date of the employee's death.

#### **0417 Dismissal**

- a. The GTU NEC reserves the right to dismiss any employee for misconduct, neglect of duty, or on actions connected with lack of capacity of the employee or based on operational requirements of the Union;
- b. The President of the GTU shall endorse the dismissal of an employee any employee in Category V to VI and any employee appointed to a non-pension able post in the GTU upon the recommendation of the General Secretary;

- c. An employee to be dismissed shall be given the opportunity to ‘defend’ at a hearing before a properly constituted committee of NEC;

#### **0418 Resignation**

- a. An employee who wishes to resign from the service of the GTU shall give 2 months notice in writing to the President through the General Secretary if he/she is in Category I and II or a sum equivalent to 2 months salary in lieu of notice.
- b. Employees in Category III and IV shall give one month notice in writing to the General Secretary or pay a sum equivalent to one month’s Salary in lieu of notice.
- c. The General Secretary, President and National Treasurer shall relax the period of notice for officers in Category IV to VI.
- d. The GTU NEC shall have the authority to approve or disapprove resignations of all officers in categories I, II and III.
- e. Resignation of an officer shall not be accepted by GTUNEC or the Relevant Authority when the officer concerned is a subject of disciplinary proceedings or during interdiction.

#### **0419 Redundancy**

- a. Any employee whose services are no longer required will be declared redundant effective the end of employment date as specified in their Employment Agreement. The GTU would inform staff in writing at least 30 days before the expiring date of the contract for any possibility of continuity;
- b. Employment Contracts between GTU and its employees can be terminated by either party with thirty days notice unless specifically stated otherwise in the Contract;
- c. Employees declared redundant will be given priority for filling vacant GTU positions for which they are qualified;
- d. Redundant employees will be paid for accrued, unused vacation leave days due the employee;
- e. Employees who are redundant must return all GTU property before issuance of final payment by GTU;
- f. All benefits to the employee will cease with the effective date of redundancy.

#### **0420 Death of an Employee**

- a. The death of an employee shall forthwith terminate the contract of employment, but the dependents of the deceased employee shall be entitled to claim from the employer the wages and other remuneration due to the employee at the date of death, and all benefits payable by the employer on the death of such employee and any property of the deceased employee in the possession of the employer.
- b. The employer shall within one month of the date of death of the employee, deliver to the Curator of Intestate Estates all wage, benefits and property to which such claim

could be made and the Curator shall cause all such wages, benefits and the sums arising from such be paid to the eligible dependent(s) of the deceased employee.

- c. All benefits to the employee ceases with effective date of death.

#### **0421 Handing Over Procedures**

- a. Handing over notes to cover all the activities of the departing staff members during the period involved should be prepared signed by the staff member taking over and copied to the General Secretary.
- b. Where a staff member is to be away from a post, the employee taking over (at least for a period of seven days), must be adequately briefed and given access to all instruments of office necessary for the smooth functioning of the office.
- c. In all such cases, a brief memorandum should be prepared by the Officer Handing over in consultation with the Admin and Labour Relations Secretary, with one copy for each of the staff members involved and a copy sent to the General Secretary and/or President.
- d. If stores or monies are involved, a physical check must be carried out, the inventories marked and signed and a third party witness must co-sign the handing over documents. One of these three (3) people must be the senior officer ultimately responsible.

#### **0422 Waiver Of Notice For Health Reasons**

If the GTU NEC is satisfied that for health reasons an employee is incapacitated from further service, such employee may be permitted to resign without notice or payment in lieu of notice, or may be retired by the GTU without notice or payment in lieu of notice on the recommendation of a medical officer appointed by the GTU NEC.

#### **0423 Retirement**

- a. Every employee shall retire on reaching age 60. The GTUNEC may for special reasons extend the period of service of any employee beyond the age of 60 on contractual basis but not exceeding 5 years in all.
- b. An employee may voluntarily retire from GTU services at any time after reaching 45 years of age or on marriage grounds (for females) after serving a minimum of 10 years Service.
- c. An employee leaving GTU services either on compulsory or voluntary retirement shall receive retirement benefits, net of liabilities in accordance with the rules of the Provident Fund of SSHFC.

## **SECTION V: EDUCATION AND TRAINING**

**0501** GTU shall continuously attempt to provide the Employee with opportunities to upgrade his/her general education and specific skills necessary to perform his/her work. As a result in-service and external educational and training opportunities shall be made available to the Employee, subject to the availability of funds.

**0502** If the course of training is initiated by the Employee, GTU may pay up to one hundred percent of the tuition fees and the cost of required books, provided that:

- a. The course of study is related to the Employee's work or to the work which he is expected to undertake within the foreseeable future;
- b. The training is likely to enable him/her do his/her work more effectively and efficiently and to increase his/her potential value to GTU;
- c. Attendance at the course of study takes place outside of regular working hours.
- d. Funds are available for such a venture.

**0503** All courses initiated by the Employee shall be considered by the General Secretary upon approval by the GTUNEC who shall determine the exact amount of assistance to be provided. An Employee will be granted leave with pay during examination periods.

**0504 Courses organized** by GTU should have been first identified by the Admin and Labour Relations Secretary in consultation with the officer concerned, through a training needs assessment process. After endorsement by the General Secretary and subsequent approval of the GTUNEC payment may be effected.

**0505** For **courses sponsored** by GTU the Employee shall be required to sign a bond to ensure that the investment made by GTU is not lost. The duration of the bond will be dependent on the amount in question.

### **0506 Awards**

Each year GTU may at its discretion present an award to an Employee who has made an outstanding contribution to the development of the organization. An outstanding contribution is a contribution that is rarely equaled by other Employees of GTU.

## **SECTION VI: PROFESSIONAL CODES OF CONDUCT**

Employees must work in accordance with the policies and procedures as established and ensure that the mandate of the Union as illustrated in the Vision and Mission of the organisation is fulfilled.

### **0601 Dress And Appearance**

An employee shall dress comely and neatly befitting the dignity of the teaching profession.

## **0602 Alcoholic Beverage**

An employee shall not consume or be under the influence of alcoholic beverage when on duty.

## **0603 Secrecy**

Every employee shall serve the GTU truly and faithfully and shall maintain the strictest secrecy regarding the affairs of the GTU and its operations. An employee shall not divulge directly or indirectly any information of confidential nature to anyone outside the GTU Secretariat unless compelled to do so by law or unless permitted by the President to do so in the discharge of his/her duties.

## **0604 Communication With The Press**

No employee shall contribute to the press or make public or publish any document, paper or information which may come to his/her knowledge or possession in his official capacity without the prior sanction of the GTU NEC.

No employee, individually or collectively shall communicate with the press on any grievances against the GTU NEC.

## **0605 Political Affiliation**

Due to the nature of the work of the GTU, no employee shall take an active part in partisan politics, not publicly engaging in any religious or any political demonstration during and after working hours. No employee shall hold any active political position in any political party.

## **0606 Fulfillment Of Duties**

- a. Employees must be accountable to their immediate supervisor who will assign tasks and responsibilities within the GTU according to the needs for their services and with due consideration of their competence and qualification. Staff are responsible for fulfilling these assignments as instructed in an accurate and timely manner.
- b. An employee shall undertake any duties he/she may be assigned from time to time by a relevant authority.
- c. Employees who intend to leave their place of work for longer than one day shall notify the General Secretary/President through writing.
- d. Any employee who absents himself/herself from duty without leave except under circumstances beyond his/her control for which he/she must tender satisfactory explanation, shall be liable to disciplinary action.
- e. No employee whilst on duty shall leave the premises of the work place without the permission of the General Secretary or his/her representative.

## **0607 Outside Employment**

No employee shall accept or seek an outside employment, part time or full, without permission from the General Secretary/President, neither shall he/she hold any business interest in any business concern, dealing with GTU.

## **0608 Gifts From The Public**

Employees must not solicit any benefit or gifts in the course of their official duties which may place them in such a position that their personal interests, loyalty and duty to the Union is brought into conflict or disrepute.

## **0609 Litigation**

An officer will not engage in litigation concerning any function or activity of the GTU without the written permission of the President.

## **0610 Use of GTU Name and Resources**

The GTU name, logo or any symbols, insignia, letterheads or other materials which bears the identity of the organisation must not be used by any one for personal gains. The use of GTU resources for personal initiatives must be done conscientiously; failure to do so may attract sanctions.

## **0611 Care and Safety**

The Employee must handle with care all equipment and tools entrusted to them and ensure its return at the end of their employment. Any property of THE GTU entrusted may at any time be requested by the Employer. The Employee shall render help and assistance in case of any accident which may happen in the place of work.

## **0612 Confidentiality**

The Employee must respect the confidential nature of information within the GTU in particular, personnel files, and not release information which may adversely affect the operation of the GTU or its reputation in the community.

## **0613 Intellectual Property Rights**

If in the course of his/her duties the Employee develops or improves documentation, technical equipment, programmes, devices, computers etc, such items become the sole property of the GTU.

## **Section VII: DISCIPLINE**

All employees shall at all times both inside and outside their normal place of work and whether on duty or not conduct themselves in a manner that befits an employee of the GTU. All employees must exercise tact and discretion in their official dealings with Government Officials, and General Public, and any impoliteness, intolerance, or any form of misconduct no matter how provoked, must be avoided. Any evidence of misconduct by an employee, even when off duty which may bring disrepute to the GTU shall render the employee liable to disciplinary action. Disciplinary measures are to build a cooperative environment between the GTU and the Employee and to ensure that GTU operates in an effective and orderly way. Discipline may be in the form of verbal or written warnings.

The purpose of warnings is to draw the Employee's attention to any lapses in the performance of his/her duties. They are intended as a corrective measure and to provide guidance for expected future performance. All warnings shall be documented by a written statement evidencing the offence and all particulars relevant to such offence. The GTU National Executive Committee shall endeavour to observe the due processes as prescribed by the Labour Act 2007 of the Gambia.

### **0701 Verbal Warning**

Upon the commission of the Employee's first minor offence he/she shall be given a verbal warning by his/her immediate supervisor. The date and content of this verbal warning should be documented by the Employee's immediate supervisor. The same document shall be signed by the Employee, and may include a statement of the Employee of his/her reasons for the infraction.

### **0701 Written Warning**

- a. Any Employee who commits repeated minor offence in the performance of his/her duties or who commits an offence or misdemeanour of a serious nature that does not warrant dismissal shall be given a written warning by the General Secretary.
- b. A written warning shall be issued after investigating the Employee's minor offence and shall ordinarily follow a verbal warning which has failed to result in any improvement.
- c. A copy of the warning letter should be signed by the Employee and returned to his/her personnel file.
- d. Not more than one written warning may be issued for any one specific offence which has been committed.

### **0701 Punishment**

An employee who commits a breach of any of the by-laws, regulations, orders or instructions of the GTU or who displays negligence, inefficiency or insolence or who knowingly does anything detrimental to the interest of the GTU or in conflict with its instructions shall be liable to disciplinary action as will be determined by the GTU NEC.

## **0702 Authority Competent To Prescribe Disciplinary Measures**

The GTU NEC shall be the competent authority to prescribe disciplinary measures in accordance with the Labour Act of the Gambia 2007.

## **Section VIII: LEAVE**

### **0801 Annual Leave**

Employees shall be entitled to annual leave. Annual Leave shall be granted as follows:-

- a. Category I and II Officers - 30 working days per annum
- b. Category III Officers - 24 working days per annum
- c. Category IV to VI Officers - 20 working days per annum

### **0802 Application For Leave**

- a. Application for leave shall be addressed to the General Secretary. In case of the General Secretary, to the President.
- b. However, when the exigencies of the services so requires, the authority empowered to grant leave may recall an employee on leave.

### **0803 Restriction On Grant**

- a. The grant of leave to a temporary employee shall be subject to the condition that he/she would have continued to hold a post in the service of the GTU until the expiry of his/her leave.
- b. Casual leave shall be granted by the General Secretary in respect of any employee in the service of the GTU and must not be more than three days.
- c. The authority to grant other kinds of leave for Category I and II, is vested in the GTU NEC and the General Secretary in the case of the other employees.

### **0804 Special Leave**

Special leave shall not be more than 5 days and anything more than that will be deducted from the employee's annual leave earning.

### **0805 Sick Leave**

- a. Sick leave up to one month may be granted on production of a medical certificate signed by a registered medical officer. For each extension beyond one month recommendation of the GTU NEC will be required.
- b. Sick leave may be granted on full salary up to six months in aggregate during any period of 12 months and thereafter be on half salary. Sick leave in excess of 12 months

in any period of 4 years shall be without salary and shall not count as service for increment or pension.

### **0806 Maternity And Paternity**

- a. Any female employee of the GTU who is pregnant shall report to a medical officer. Upon production of a satisfactory medical certificate, she shall be granted leave with salary for a period of 6 months of confinement calculated to cover 12 weeks before and 12 weeks after confinement. Any earned leave shall be counted against this period.
- b. Paternity leave of 10 days shall be granted to male staff whose spouse delivered.

### **0807 Study Leave**

Whenever the exigencies of the GTU service require that an employee undergoes training, the employee shall be granted study leave with or without pay for the period of training in addition to any allowances that may be payable subject to approval by the GTU NEC.

### **808 Leave of Absence Without Salary**

- a. In circumstances when no other leave is due, the President may sanction leave without salary not exceeding 3 months on any one occasion.
- b. Employees with a minimum of three years of service with GTU can be granted Leave of Absence without Pay for educational purposes and job assignments. Only one leave of absence may be requested every three years.
- c. It is the policy of GTU to grant leave of Absence without pay to employees to enable them to pursue study programmes or assignments outside GTU for a reasonable duration of time as specified in the study or job programme. The employee granted leave of absence shall not be entitled to vacation days for the period of the leave of absence. Allowances contributions to the provident fund/pension scheme and all other insured benefits will cease during this period.
- d. Employees, who wish to extend the period of their leave, should request this in writing one month before their intended return. Employee's who fail to return from leave as scheduled or as extended, will face disciplinary action, which may include dismissal. GTU reserves the right to deny or defer leaves or absence.

### **0809 Quarantine Leave**

Any leave necessary on account of quarantine placed by public health authorities may be granted by the President to any employees for a period considered necessary by such authorities. Such leave shall be granted on full salary.

## **Section IX: MISCELLANEOUS MATTERS**

### **0901 Working Hours**

- a. The working hours for employees of the GTU at any time of the year will be fixed by the GTU. For the time being the working hours shall be as follows:-

Monday to Thursday	-	9.00 a.m. to 4.30 p.m.
Friday	-	9:00 a.m. to 1.00 p.m.

- b. Staff attendance shall be adequately monitored by the relevant authority. The Deputy General Secretary shall maintain a daily attendance register at all times and functions of the Union. Staff must clock in and clock out.
- c. The Secretariat shall observe other holidays and break as may be sanctioned. The General Secretary in consultation with the President shall grant such holidays or recess.