



SAMOA LAND CORPORATION LTD

Personnel Procedures Manual of Instructions

August 2017

FOREWORD

The purpose of this manual is to provide a factual and clear guide to working conditions and entitlements for all Samoa Land Corporation Ltd (SLC Ltd) staff members. This manual translates the Companies Act 2001 and Labour & Employment Relations Act 2013 and incorporates resolutions made by the Samoa Land Corporations Ltd Board of Directors and *Cabinet Directives*. The conditions and entitlements relate to all staff members except where specifically identified.

This manual covers all active conditions, entitlements and allowances. Some of these have been delegated to the General Manager through Delegation of Authority by the Board and these are clearly noted in this manual. Only those conditions and entitlements listed in here are considered legal entitlements and any payments made to an entitlement not listed will constitute illegal payments.

To assist with correct decisions to be made, the manual describes the roles and responsibilities of the SLC Ltd Board of Directors, General Manager, Divisional Managers & staff members.

The manual will be reviewed at the end of each Corporate Plan so that appropriate changes are made before the start of a new Corporate Plan period.

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PART A

GLOSSARY OF TERMS

In this Manual unless the context otherwise requires:-

“*Act*” means the Companies Act 2001 of Samoa

“*SLC Ltd*” means Samoa Land Corporation Limited

“*Code of Conduct*” means the Code of Conduct in Section 19 of the Public Service Act 2004.

“*GM*” means the General Manager of Samoa Land Corporation Ltd

“*Board*” means the Samoa Land Corporation Ltd Board of Directors appointed by the Government of the Independent State of Samoa, under Public Bodies (*Performance and Accountability*) Act 2001 and Companies Act 2001.

“*Commission Holidays*” are set by the Public Service for public servants only and are days, which the Board of Directors may grant as holidays.

“*Contract Staff member*” means an officer engaged by the Samoa Land Corporation Ltd under a contract of employment for a fixed period or periods of time.

“*Determination*” is an instruction issued under the various Sections of this Manual.

“*Discretion*” an act to freely decide or judge which is to be exercised carefully and diligently by the General Manager and the Board of Directors within the parameters of relevant rules, policies, regulations and laws on a case by case basis. Any such discretion must be guided and it is not unfettered.

“*Graduate*” means a person who has been awarded a first academic degree.

“*LERA*” means Labour and Employment Relations Act 2013

“*Manager*” in relation to any staff member, means any person for the time being in charge of that staff member and authorized to require them to do or abstain from doing any act or thing in relation to his or her duties and conduct.

“*Misconduct*” means behaviour which is serious breach for the staff member's conditions of employment and includes but not limited to the following:

- (a) sexual or other physical, verbal or mental harassment of fellow staff member or the employer;
- (b) conviction for committing a crime for which sentence of imprisonment is imposed by the court;
- (c) dishonest conduct including theft or perjury or otherwise knowingly making a false statement whether orally or in writing;
- (d) any other behaviour which brings disrepute to the employer or the employer's business

“*Immediate family*” A parent, child, brother or sister, spouse/partner by marriage or de facto relationship.

“*Officer*” means an Officer or Contract Officer of the Samoa Land Corporation Ltd who is a staff member with the Samoa Land Corporation Ltd.

“*Overtime*” means number of hours worked in excess of the limits of hours of worked specified in section 47 of the Labour and Employment Relations Act 2013

“*Penalty rates*” are payments for penalty time worked paid in addition to normal salary.

“*Penalty Time*” is time worked on rostered duties within a 40-hour week, on a Saturday, Sunday, whole holiday or Public Service Commission holiday.

“*Public Holidays*” are day’s set-aside for non-work and are made up of whole holidays in accordance with the Public Holidays Act 2014.

“*Public Service*” means the Public Service as defined in Article 83 of the Constitution of the Independent State of Samoa.

“*Redundant*” refers to a situation where a certain position within the SLC Ltd is no longer required and the staff member affected will be no longer needed.

Staff member”

"staff" means officers and employees of the Service, and included persons under Employees Section 1 The General Manager may:

- (a) with the approval of the Board, appoint and employ officers, consultants and advisors of the Service: and
- (b) appoint and employ other employees of the Service, at such remuneration and on terms and conditions, as the General Manager determines are necessary for the purpose of this Act.

“*Temporary staff member*” means a Staff member employed for a specified period of time.

“*Working day*” means a day in which a staff member is usually required by the terms of their employment to be on duty which is normally from Monday to Friday, with the exception of;

- (a) A rostered staff member is one who is required to work allocated days of the week. For example: a rostered staff member could be scheduled to work Wednesdays, Thursdays, Fridays, Saturdays and Sundays and take two rostered days off on Monday and Tuesday
- (b) A shift staff member is one that is required to commence work at 5 p.m. or later and completes work on or before 7 a.m. the next day. For example: a shift staff member could be scheduled to commence a night shift at 7.00 pm and finish on/or before 7.00 am on Mondays to Fridays.

"Shift employee" - means an employee who:

- (a) works in shift work; or
- (b) normally works on a Sunday or public holidays.

"Shift work " relates to a place of employment where business is to operate 24 hours continuously each day of the week and where minimum hour expected to be worked by an employee is six (6) and the maximum hours is twelve (12) per day for all staff member except Maritime employees who have a maximum number of fourteen (14) hours per day as defined under LERA

“*Special post* – means a position within the Corporation who is usually on a Contractual basis.

PART B

ROLES & RESPONSIBILITIES

1. BOARD OF DIRECTORS

The SLC Ltd Board is the governing body of the Corporation
Its roles and responsibilities are to:

- 1.1 ensure the operation of SLC Ltd are within the requirements of relevant Acts/Regulations and are implemented consistently and fairly across the Corporation;
- 1.2 ensure that the values and principles are reflected in all the working conditions and entitlements for staff members of SLC Ltd;
- 1.3 ensure that the General Manager have access to factual and current Determinations to guide decision making process and people management practices;
- 1.4 ensure the proper and efficient performance of the functions of the Corporation;
- 1.5 to determine the strategic and policy direction of the Corporation with respect to any matter within its jurisdiction.

2. GENERAL MANAGER

The General Manager is responsible to the Board and portfolio Minister
Its roles and responsibilities are to:

- 2.1 ensure effective and efficient management of the Corporation
- 2.2 ensure that the Determinations are applied consistently and fairly in the service.
- 2.3 make informed decisions based on this Manual, on those conditions and entitlements that have been delegated under the Act and by the Board
- 2.4 seek advice and support from the SLC Ltd Board on those conditions and entitlements that:
 - (a) have been delegated and not delegated
 - (b) not covered in this Manual
- 2.5 ensure that all staff member in the Service are aware of their working conditions and entitlements

3. MANAGEMENT

Responsible to the General Manager

The roles and responsibilities of the Management to:

- 3.1 Review of all information forwarded pursuant to this Manual and making recommendations to be submitted to the Board of Directors for final approval.

PART C

DELEGATED AUTHORITY TO GENERAL MANAGER

Throughout this Manual General Manager may, in writing, delegate to an eligible person, or to a committee or group of eligible persons, all or any of the General Manager's powers under the Labour & Employment Relations Act 2013 (LERA). Such delegation must not include power of delegation itself.

Schedule 1

No.	Descriptions	Level of Positions	Authority for approval
1	Recruitment, Termination Resignations & Retirements	All personnel up to Senior Officer Level positions	General Manager on recommendation of panel
		Special Post, Contractual Positions & all permanent staff	Board of Directors & General Manager
2	Acting Positions	Senior Officer Level positions	General Manager
		Special Post and all Contractual Positions	Board of Directors
3	Training and Development		
3.1	Training	Overseas	Board of Directors
		Local	Board of Directors & General Manager
4	Performance Evaluation	Special Post and all Contractual Positions	Board of Directors
		All personnel up to Senior Officer Level positions	General Manager
		Team Leaders	Manager
		Staff	Team Leaders
5	Leave	All personnel up to Principal Level positions	General Manager
		Special Post and all Contractual Positions	General Manager
		General Manager	Board of Directors

PART D

APPLICATION OF THE MANUAL

1. Authority

This manual is issued by authority of the Board of Directors. The determinations issued herein are to be observed by all staff members of the Samoa Land Corporation Ltd.

For Contract Officers including General Manager, where a term or condition of employment is not provided for in an employee's employment contract, the relevant term or condition in this Manual will apply unless specifically excluded

2. Revocation

The Board of Directors is the authority to approve any changes or revocations made to the contents of this manual.

Whilst casual staff (temporary workers/part time employees) is also governed by this Manual, their entitlements & staff benefits are different and separate from permanent and contracted staff.

PART E

DETERMINATIONS ON WORKING CONDITIONS & ENTITLEMENTS

SECTION ONE

1. EMPLOYEES

1.1 Definition of Employees in the Company:

The different types of employees of the Company are: -

- Full time/Permanent
- Probationer
- Contract Officer

(a) Full time/Permanent

An Officer is a permanent employee whose appointment has been confirmed by the General Manager and who has completed his term as a Probationer.

(b) Probationer

A Probationer is an employee first appointed to the Company or who, having ceased to be employed in the Company, is again appointed to it.

Every person except contract workers who join, or rejoin the Company is required to serve a term on probation before being appointed in a permanent capacity.

The purpose of the probationary period is to enable the General Manager to ascertain whether the probationer's work performance and conduct prove him/her to be worthy to become a full time employee in the Company.

The minimum term that may be served on probation is six (6) months, but the Company may extend the term to maximum of twelve (12) months, after which appointment shall be terminated should he/she be declared unworthy to be transferred to permanent employment upon advice from respective Manager

(c) Contract Officer

Contract Officers are employees engaged under a contract of employment for fixed period or periods of time.

- i. Contract Officer is engaged for a specific purpose and period as specified in his terms of reference.
- ii. Remuneration Package shall be as mutually agreed to between the Contractor and the General Manager and endorsed by the Board of Directors.
- iii. Appointments are made by determining the application that has the most merit for appointment to the position.

1.2 Recruitment and Selection Process

- (a) The process currently used within the Government public service through the PSC

must be adopted, adapted and utilized carefully for recruitment and selection process so that principles of natural justice are followed for all appointments done on merits only.

- (b) In the case of officers, Merit is determined by: -
 - i. Work experience and competence shown in performance of duties previously carried out by him/her, and
 - ii. Personal qualities, characteristics and attributes relevant to the position to be filled, and
 - iii. Relevant educational or other qualifications.
 - iv. Clean police report.

1.3 New appointments are made for the reasons that a Vacancy has been created through

- (a) A resignation of an employee
- (b) An employee's services being terminated
- (c) A transfer to another department
- (d) A promotion within a department
- (e) Creation of a new post.

- (f) When a Vacancy occurs, Manager of the Department should inform the General Manager for the Vacancy to be advertised through the local media, at the same time, provide a justification for the filling of the vacancy. A job description should be provided for all positions with the assistance of the Corporate Services.

- (g) The following Documents are required to be submitted by applicants: -
 - i. Birth Certificate or other record of date of birth
 - ii. Copies of Educational Certificates/Tertiary Qualifications
 - iii. Three (3) References of not more than 12 months' old
 - iv. SNPF Card or Number
 - v. Medical Certificate of not more than 12 months' old
 - vi. Police Report of not more than 12 months' old

SECTION TWO

2. STAFF MOVEMENTS

2.1 Appointments to the Corporation:

- (a) Manager of Department act as follows: -
 - i. Pursue the applications and advise the General Manager the names of those recommended to be called for an interview.
 - ii. Return the file of applicants with the recommendation to the Administration Section.

- (b) The General Manager reserves the right to include any other applicants not recommended by departments or to exclude any recommended.

- (c) The General Manager with the assistance of respective Manager of the Department issue directions as to the composition of interviewing panels for selection of all appointments.

- (d) Such panels act in an advisory capacity and the final decision rests with the General Manager.
- (e) Successful applicants will receive a letter of appointment, setting out full details of employment.
- (f) Unsuccessful applicants must be notified as well either by letter or email
- (g) Every person employed by SLC MUST sign a declaration of secrecy form.

2.2 Promotions:

- (a) Promotion is defined as Advancement from one grade to another within a salary scale to the next salary scale.
- (b) Promotion(s) will be awarded to an employee(s) who have shown commitment and satisfy management of his/her working performance throughout his/her service within the Company.
- (c) Promotion will be also be awarded to an employee(s) who has/have the initiative of completing an academic program of his/her field of work.

2.3 Salary Increments:

- (a) Review Salary Scale.
 - i. The increments within any class and grade shall be annual increments and shall not accrue to any salary until the employee has received the same for a period of twelve (12) months.
 - ii. The right to receive an annual increment shall depend on the efficiency and conduct of the employee and shall be determined by the General Manager.
 - iii. Notwithstanding the foregoing provisions, the General Manager may allow to any employee in any year an increment or increments in excess of that to which he/she would otherwise be entitled, or from a date earlier than either case in the opinion of the General Manager, the employee is entitled to special consideration.

2.4 Resignations:

- (a) Employees intending to resign from the Company are required to give adequate notice of their intention to do so.
- (b) A Senior Officer must give at least two (2) months notice if he/she intends to resign. Unless he/she does so, resignation leave may not be granted.
- (c) All other Officer(s) are required to give a full two (2) week notice of resignation.
- (d) In advising the General Manager of resignations, departments are to forward a copy of the resignation notice together with their comments and recommendations.
- (e) Resignation leave may be granted upon satisfaction of continuous service as per Schedule 2 below:

Schedule 2: Resignation Entitlement Schedule

Minimum length of Continuous Service Completed by employee	Maximum Number of Consecutive Days on full pay
5 years	10
6	13
7	16
8	19
9	22
10 years	25
11	28
12	31
13	34
14	37
15 years	40
16	43
17	46
18	49
19	52
20 years	55
21	59
22	63
23	67
24	71
25 years	75
26	79
27	83
28	87
29	91
30 years	95

- (f) In addition to the above, the employee is also entitled to payment of thirty percent (30%) of untaken sick leave and all of any untaken annual leave.
- (g) In determining the period of continuous service for the purpose of resignation leave, the General Manager may include as service any authorized period of leave for sickness, official business, special leave granted for study, instruction or training in Samoa or elsewhere.
- (h) In considering applications for resignation leave the General Manager shall take into account whether the employee's conduct has been good throughout his service and whether his/her sick leave on pay has exceeded the period due to him/her in normal circumstances under regulations.

2.5 Retirement:

- (a) Every employee in the company shall retire on obtaining the age of fifty-five (55) years, except Contract Officers Provided that –
 - i. The General Manager may in his/her discretion allow any employee to retire at

such earlier age, being not less than fifty (50) years, as it may determine in any particular case and;

- ii. The General Manager may in his/her discretion at the request of an employee extend the date of retirement of that employee as it may determine in any particular case.
- iii. Entitlements are set out as per Schedules 2 & 3.

(b) Requirements for an extension of retirement date are:

- i. An application is to be made by the employee who has reached the age of fifty-five (55) years.
- ii. The application is to be supported by the Manager of Department if it is recommended that the applicant should continue working.
- iii. A medical certificate is to be sent with the application if an extension is supported by the Manager of Department.
- iv. An extension of retirement date is authorized on a yearly basis, and applicants are required to repeat the above procedures every year if further extensions are desired, but “not exceed Sixty (60) years of age”.
- v. Any officer of the Company who, on the certification of two Medical Officers nominated by the General Manager, is pronounced medically unfit to perform the duties of his/her position may be required by notice in writing to relinquish office within such time, being not less than three (3) months, as may be specified in the notice.
- vi. In such cases the officer will be entitled to retirement benefit if he/she has attained the age of fifty (50) years subject to GM’s approval
- vii. If an officer who leaves the Company on medical grounds has not attained the age of fifty (50) years, he/she may receive benefits in accordance with the scale (schedule 1) for resignation leave.
- viii. Retirement leave may be granted by the General Manager in accordance with the schedule 3 as follows:

Schedule 3 Long Service Entitlement

Minimum Length of Continuous Service Completed by Employee	Maximum Number of Consecutive Days on full pay
10 years and above	7 days per year
15 years and above	8 days per year
20 years and above	9 days per year
25 years and above	10 days per year
30 years and above	11 days per year
35 years and above	12 days per year

- (c) Long Service Entitlement Conditions
 - i. paid on the year it is due & non-payment will result in forfeiture (*entitlement will not be accumulated*)
 - ii. payment in days will be on a net-off basis (*schedule 13*)
- (d) In determining the period of continuous service for the purpose of retiring leave, the General Manager may include as service any authorized period of leave for sickness, official business, special leave granted for study, instruction or training in Samoa or elsewhere.
- (e) In considering application for retiring leave, the General Manager shall take into

account whether the employee's conduct has been good throughout his service and whether his sick leave on pay has exceeded the period due to him/her in normal circumstances under the regulations.

- (f) The General Manager may in his/her discretion allow benefits to be paid to the retirees (above 55 years) as follows:
 - i. Four (4) days per year for up to five (5) years, or
 - ii. One (1) day for every three (3) months

2.6 Untaken Sick Leave

- (a) Payment of untaken sick leave may be granted in accordance with clause 2.4.(f) above:

2.7 Redundancy

- (a) This Instruction shall apply to all employees except
 - i. Contract employees
 - ii. Any employee who has reached the age of 55 or above
- (b) It broadly sets out a framework for the management of employees whose positions become surplus to requirements because the Corporation has more officers of the officer's class and grade than it requires. To compensate employees whose employment is terminated due to redundancy Cabinet has endorsed a schedule of payments and special conditions that become effective under these circumstances. (*as per schedule 4*)
- (c) Payment Calculations

- i. Contract Employees

In the case of contract employees any redundancy benefits are to be paid in accordance with the provision of their contract of employment. Current contractual requirements prescribe that this category of employee's contract may be terminated by the General Manager in the event that the duties and functions of the contract employee have become significantly different in content or size because of a decision of Board of Directors or the General Manager. In this event the contract employee is entitled to be paid a sum equivalent to 3 months base salary.

- ii. Permanent Officers

In the event that the permanent officer is made redundant they are entitled to redundancy payment calculated in accordance with the following schedule and based on years of service with the Government of Samoa:

- 4 weeks salary
- Plus 2 weeks for every years of service, up to 48 weeks if 24 or more years of service
- A mandatory minimum notice period of 3 months of termination of employment must be given by the Corporation to any permanent officer who is to be made redundant.
- All untaken annual leave
- All untaken long service leave

Schedule 4. Severance Entitlements

<u>Period of Continuous Service (Years)</u>	<u>Notice period</u>	<u>Severance Pay</u>
		4 week salary

		+2 weeks for each year of service to a maximum of 48 weeks
Less than 1 year		Nil
1 year and less than 2 years	3 months	6 weeks' salary
2 years and less than 3 years	3 months	8 weeks' salary
3 years and less than 4 years	3 months	10 weeks' salary
4 years and less than 5 years	3 months	12 weeks' salary
5 years and less than 6 years	3 months	14 weeks' salary
6 years and less than 7 years	3 months	16 weeks' salary
7 years and less than 8 years	3 months	18 weeks' salary
8 years and less than 9 years	3 months	20 weeks' salary
9 years and less than 10 years	3 months	22 weeks' salary
10 years and less than 11 years	3 months	24 weeks' salary
11 years and less than 12 years	3 months	26 weeks' salary
12 years and less than 13 years	3 months	28 weeks' salary
13 years and less than 14 years	3 months	30 weeks' salary
14 years and less than 15 years	3 months	32 weeks' salary
15 years and less than 16 years	3 months	34 weeks' salary
16 years and less than 17 years	3 months	36 weeks' salary
17 years and less than 18 years	3 months	38 weeks' salary
18 years and less than 19 years	3 months	40 weeks' salary
19 years and less than 20 years	3 months	42 weeks' salary
20 years and less than 21 years	3 months	44 weeks' salary
21 years and less than 22 years	3 months	46 weeks' salary
22 years and less than 23 years	3 months	48 weeks' salary

**Note:*

Severance pay entitlements are capped at 48 weeks and this is the maximum entitlement a Permanent officer who is made redundant can receive.

- (d) Employees aged 55 years or above

Any employee who has reached the age of 55 or above shall be entitled to be paid all retirement benefits instead of redundancy benefits

2.8 Close Relative(s) working Together (Conflict of Interest)

- (a) An employee who has a close relative working in the Corporation, must immediately notify the General Manager through Team Leader Human Resources & Administration.
- (b) The General Manager must consider whether it would be in the interests of the Corporation to take action in response to a notification under this clause.
- (c) In this clause, "close relative" means a parent, child, brother, sister (whether by blood or marriage or adoption) or spouse including de facto spouse".
- (d) Where two employees get married whilst working for the Corporation, Management must advise one of them to resign especially if both work for the same division, and
- i. management must endeavor to assist the affected employee in finding a job, if deemed reasonable.
- (e) The General Manager must decide whether to accept relatives working together depending on whether there is an apparent conflict of interest with the work they perform.

SECTION THREE

3 DISCIPLINARY CONTROL

3.1 Conduct of Employees:

- (a) All employees are expected to maintain a high standard of ethical conduct in relation to their official duties and otherwise.
- (b) The General Manager will not tolerate any actions, which fall short of the high standard of integrity, and conduct expected of any SLC employee.
- (c) Any conduct which tends to bring the good name and reputation of the Company into disrepute will be enquired into.
- (d) It is the duty of a supervisor to act as a leader responsible for work allocation, productivity, discipline, moral, on-the-job training and general conduct of the members of the group under his/her control and he should counsel and assist staff in maintaining high standards of conduct.
- (e) Whenever it is found that an employee is performing his/her duties in an unsatisfactory manner, his/her controlling officer shall inform him/her in writing of the fact and the precise nature of his failing.
- (f) Copies of all letters written to employees on unsatisfactory performance are to be sent to the General Manager.
- (g) The employee may, if he/she so desires, give explanations for his/her unsatisfactory performance. The continued failure of any employee to give satisfactory results in the performance of his/her duties shall be reported to the General Manager who shall decide whether disciplinary action shall be taken.
- (h) The General Manager may initiate disciplinary action accordingly. In no case at all is any favoritism is applied.

3.2 Attendance:

- (a) It is the responsibility of the Manager of Department and his/her Team Leaders to ensure that the full normal hours are worked in all cases
- (b) An attendance book shall, at the time of his/her arrival for duty, both morning and afternoon, and departure there from, both at lunch time and finishing time, enter the respective times against his/her name in the attendance book or other record.
- (c) Every employee whose late arrival at work approved by his/her supervisor is required to make up the time so lost as directed by his/her Manager/Team Leader
- (d) It is an offence for an employee to be habitually irregular in the time of his/her arrival or departure from his place of employment.
- (e) All cases of habitual irregular attendance are to be reported to the General Manager through Manager Corporate Services

3.3 Absence from Place of Employment:

- (a) Except in cases of illness or emergency, no employee shall leave his/her place of

employment during the prescribed hours of attendance unless he/she obtains permission from his/her Manager/Team Leader

- (b) Where for reasons of illness or emergency, an employee cannot attend at his/her place of employment during the prescribed hours of attendance, he/she shall use his/her best endeavor to inform his/her supervisor or the Team Leader of his/her absence and the reason for it, as soon as possible.
- (c) Any employee who absents himself/herself from his/her place of employment without leave shall, except in cases of illness or emergency, be liable to such penalty as the General Manager may prescribe.
- (d) An employee who absents himself/herself from duty or who fails to return to duty and, in either case, continues to be absent without permission for a period of not less than 5 working days shall be deemed to have forfeited office.

3.4 Obedience to lawful instructions:

- (a) Every employee shall obey promptly all lawful instructions that may be given to him/her by his/her Team Leader. Lawful instructions are orders given within the general nature or scope of work or job descriptions of the employee.
- (b) If any employee thinks that he/she has/have ground(s) for complaints arising out of any such instructions, or from any other cause whatever, he/she may report the same to the Manager of Department for his/her decision. The employee shall nevertheless, as far as possible carry out until they are countermanded, any lawful instructions, which may have been given to him/her.

3.5 Offenses with which employees may be charged:

Every employee commits an offence against the Company who –

- (a) By any act or omission fails to comply with any official instruction given under the authority of the General Manager or of his/her Department Manager;
- (b) In the course of his/her duties disobeys, disregards or makes willful default in carrying out any lawful order or instruction given by any person having authority to give the order or instruction, or by word of conduct displays insubordination;
- (c) Is negligent, careless, indolent, inefficient, or incompetent in the discharge of his/her duties;
- (d) Misappropriation of Corporation funds while performing his/her duties
- (e) Behaves in a manner calculated to cause unreasonable distress to other employees or to affect adversely the performance of their duties;
- (f) Use intoxicating liquors or drugs to excess or in such manner as to affect adversely the performance of his duties;
- (g) Improperly uses property or stores for the time being in his official custody or under his control, or fails to take reasonable care of any such property or stores;
- (h) Absents him/herself from his/her office or from his/her official duties during hours of duty without leave or valid excuse, or is habitually irregular in the time of his/her arrival or departure from his/her place of employment;

- (i) Misuses his/her position as an employee of SLC for his/her own personal gain;
- (j) Is guilty of any improper conduct in his/her official capacity, or of any other improper conduct, which affects adversely the performance of his/her duties or brings the Company into disrepute.
- (k) Is guilty of sexual harassment.

3.6 Complaints and Charges against Employees

Considerable care must be exercised when taking formal disciplinary action against employees. To ensure that the correct procedure is followed, the details in this manual should be referred to whenever formal disciplinary action is contemplated. Where there are grounds for complaint against an employee, his/her Team Leader must immediately notify the General Manager.

- (a) Probationers:
 - i. A probationer may be charged with an offence. If disciplinary action is contemplated, the probationer may be asked for his/her explanation in writing about the matter he/she is to be disciplined for.
 - ii. If the matter is not regarded as being very serious, he/she may be reprimanded and warned by his/her controlling officer or General Manager, in which case the matter is to be referred to in the next six (6) monthly report of the probationer.
 - iii. If a more serious penalty is warranted, a full report is to be sent to the General Manager who may decide to annul the appointment or impose a fine.

- (b) Officers:

An officer, who is charged with having committed an offence punishable by imprisonment for a term of one (1) year or more, may be transferred to other duties or suspended from duty by the General Manager, and if he/she is convicted (*whether or not he/she has been suspended*) one or more of the following penalties may be imposed on him/her by the General Manager: -

- i. He/she may be dismissed;
 - ii. He/she may have a penalty less than dismissal imposed on him/her;
 - iii. He/she may be placed on probation for a period not exceeding two (2) years.
- (c) If the General Manager or an Officer acting with the Authority of the General Manager has reason to believe that an employee of his/her department has committed an offence, the following shall be taken:
 - i. If the offence is a minor one the Department Manager may acquaint or notify the employee of the alleged offence to furnish an explanation. If, after considering the explanation the Department Manager is satisfied that the offence has been proved, he/she shall refer the matter to the General Manager for a decision.
 - ii. After considering the report of the Department Manager and any reply or explanation furnished by the employee, and after conducting any further investigation, if necessary, may: -

- Caution or reprimand the employee;
 - Order a sum not exceeding the Statutory Limit to be deducted from his/her salary.
- iii. If the offence is a major one, the Department Manager may, and if required by the General Manager shall, serve the employee with a written copy of the charge against him/her.
 - iv. The employee concerned shall be notified in writing that he/she is required to state in writing within a reasonable time, but no later than twenty-one (21) days after the date of receipt of the notice by the employee, whether he/she admits or denies the truth of the charge. He/She shall also be required to give to the Department Manager in writing such explanation as will enable proper consideration to be given to the alleged offence.
 - v. If a denial of the truth of the charge is not made with the required time (as 3d above), the employee shall be deemed to have admitted the truth of it.
 - vi. The General Manager may in certain circumstances waive this provision.
 - vii. If the truth of the charge is admitted by the employee concerned, or if the General Manager after consideration of the reports relating to the charge and any reply or explanation furnished by the employee or after further investigation or inquiry, is satisfied as to the truth of the charge, he may impose one or more of the following penalties as per schedule 5: -

Schedule 5: Disciplinary Process

Stages	Penalties
Stage 1	Caution and reprimand the employee (verbal warning)
Stage 2	First written warning
Stage 3	Suspension without pay & Final warning
Stage 4	Termination

3.7 Termination (misconduct & abuse)

- (a) An employer may terminate the services of an employee without notice nor payment instead of notice where the employee:
 - i. willfully breaches his or her terms and conditions of employment; or
 - ii. willfully disobeys a lawful instruction given by the employer or the managerial personnel within the place of employment; or
 - iii. continuously under performs with respect to his or her duties; or
 - iv. willfully misleads the employer in relation to his or her qualifications or work experience; or
 - v. is absent from the place of employment, without reasonable excuse made known to the employer, for at least three (3) consecutive days.
- (b) An employee may cease his or her service to an employer without notice, where an employee is subjected to physical, mental or verbal abuse or harassment by the employer at any time or place.
- (c) Where an employee ceases to work for an employer under subsection (2), the employer must not retain nor refuse to pay any earned wages pertaining to that employee.

3.8 Private Employment:

Except with the express permission of the General Manager, which may at any time be withdrawn, no employee during working hours shall: -

- (a) Accept or continue to hold or discharge the duties of any other paid office outside the Company or engage whether as principal or agent or be employed in any other paid occupation outside the Company.
- (b) Accept any money, fee, gratuity, or reward of any kind for service rendered otherwise than in the Company.
- (c) An employee may become a member or shareholder only of any incorporated Company or of any Company or Society of persons.

SECTION FOUR

4 STAFF RECORDS AND RETURNS

4.1 Leave Record Cards:

- (a) Leave Cards are to be maintained for:
 - i. Permanent Staff Members
 - ii. Probationers
 - iii. Contract Workers
- (b) When a new appointment is made, a Leave Card is to be opened for the appointee. Details required to be entered on the card when opened are,
 - i. Name
 - ii. Service Number
 - iii. Department
 - iv. Date of appointment
 - v. Initial Sick Leave entitlements
- (c) Provision is made for the following types of leave to be recorded on the Leave Card
 - i. Sick Leave
 - ii. Annual Leave
 - iii. Leave Without Pay
 - iv. Special Leave
- (d) When sick leave and annual leave entitlement become due, the number of days entitlement as noted below are entered in the Balance column of the Leave Card.

4.2 Fortnightly Leave Return:

- (a) The Administration Officer is required to submit a Leave update to the Team Leader Accounts every fortnight. The details to be included in the return cover any leave taken without pay and include;
 - i. Name of Employee
 - ii. Service Number of the Employee
 - iii. Inclusive Dates Leave Without Pay was taken
 - iv. Number of Consecutive days
 - v. Reason for leave being taken
- (b) If there was no Leave Without Pay taken during a reporting

period, a NIL return is required to be sent to the Team Leader Accounts. The Return must accompany the Time Summary Report is to be sent to the Team Leader Accounts on the Monday prior to payout week.

4.3 Personal Reports:

There are two types of Personal Reports:

- Six (6) Monthly Personal Reports.
- Half (½) Yearly Report On Training and Probation period.

(a) Six (6) Monthly Personal Reports

- i. Six Monthly Reports are to be prepared for all permanent and temporary salaried employees.
- ii. They are to be prepared to cover six (6) months period. One copy is to be sent to the General Manager.
- iii. Personal Reports are required to be received by the General Manager for the reporting period before an employee's annual increment is due, as this will be withheld until the reports is received.

(b) Half (½) Yearly Reports on Training & Probation

- i. Half Yearly Reports on Training and Probation period are to be prepared for all probationers for the respective periods.
- ii. Purpose of the Personal Reports is to assess record and disclose to the individual employee the quality of his work performance.
- iii. An important part of the function of staff reporting is the discussion, which must take place between the supervisor and the employee when the report form for an individual has been completed.
- iv. This serves two purposes. The resulting discussion gives the Supervisor the opportunity to counsel the employee on any unsatisfactory aspects of the employee's work performance and also to give his/her credit for a good performance.
- v. It is important that the contents of personal reports are factual and objective.
- vi. Reports are to be signed by the employee as indicating that the contents have been discussed with him/her.

SECTION FIVE

5 STAFF TRAINING & SERVICE BONDS

- Overseas Sponsored Training /Capacity Building
- Locally sponsored Training /Capacity Building
- Service Bonds:

5.1 Overseas sponsored Training & Service Bonds

- (a) All overseas training and attendance at seminars must be approved by the Board.
- (b) All SLC employees proceeding overseas on any training course or seminar are required to sign a bond by which they agree to return to Samoa after training is completed and work for SLC at least for such period as is specified by the bond. Failure to work for SLC for the bonded period will result in the trainee having to pay to SLC the whole of the sums of money expended on the trainee, in respect of the training and any salary paid to him/her during the training period.

- (c) The sum will be reduced pro-rata by the proportion of the period served in accordance with the bond.
- (d) Failure to sign the bond will result in either the employee being granted leave without pay for the duration of the course/seminar, or refusal to sponsor attendance at the course/seminar. Bonds are to be signed in the General Manager's office and the employee's supervisor needs to ensure that the employee completes the bond before leaving for overseas.
- (e) Any employee attending Long Term overseas training shall be entitled to the following as per schedule 6 below:

Schedule 6: Training Entitlement

Duration of Training	Entitlement
Twelve (12) months	Full salary

- (f) Conditions
 - i. Subject to Board Of Directors' approval
 - ii. SLC can only sponsor programs up to a maximum of twelve (12) months duration
 - iii. Training is directly relevant to the line of work of SLC
 - iv. Eligibility is five (5) years of service
 - v. Priority is given to non-degree holders
 - vi. Normal payment of salary (fortnightly) upon approval
 - vii. Failure to return to SLC or incompleteness of Course, will result in full reimbursement of salary paid in duration of course:
 - viii. Contract Officers are not eligible for programs more than 12 months duration

(g) Service Bonds

The bonding conditions are determined on the length or duration of training as per Schedule 7 below: -

Schedule 7: Bonding Schedule

Duration of Training/Seminar	Period Bonded after Training
Less than 1 month	6 months
1-6 months	1 year
6-12 months	2 years

5.2 Locally Sponsored Training

- (a) Conditions
 - i. Subjects or units is directly relevant to line of works of SLC
 - ii. Eligibility is two (2) years of service
 - iii. Must apply in writing
 - iv. Priority is given to non-degree holders
 - v. Failure, withdrawal or incompleteness of Course, will result in full reimbursement of Corporation's money
 - vi. You are only entitle to this program once
 - vii. Subjects or units selected must be offered after working hours, any subjects taken outside these hours must get prior written approval of General Manager
 - viii. Limit to two (2) units/subjects per semester
 - ix. Courses must be taken in either NUS or USP Alafua Campus only

- x. Other institution not stated above is subject to approval by the General Manager
 - xi. Review of salary & status of employment upon completion of sponsored course or program
- (b) Service Bonds
- i. All SLC employees proceeding locally sponsored training course are required to sign a bond by which they agree to continue on working for SLC at least for such period as is specified by the bond. Failure to work for SLC for the bonded period will result in the trainee having to pay to SLC the whole of the sums of money expended on the course during the training period.
 - ii. The sum will be reduced pro-rata by the proportion of the period served in accordance with the bond.

SECTION SIX

6 OCCUPATIONAL CLASSIFICATIONS

6.1 Classification, Grading and Salaries:

The General Manager may from time to time review and determine the staffing requirements and corresponding salaries.

SECTION SEVEN

7 ALLOWANCES

7.1 Higher Duties Allowance (HDA)

- (a) The General Manager may grant an allowance to an employee efficiently performing the duties of a position of a higher class or grade than his own.
- (b) A higher duties allowance is not payable merely because an employee carries out some of the duties of a more highly paid employee. He/She must substantially perform the duties, and carry the responsibilities, of the higher position.
- (c) To qualify for a higher duties allowance, the following requirements must be met: -
 - i. Prior approval duly signed for an employee to act for an employee in a higher position must have been obtained from the General Manager.
 - ii. The employee must have substantially and efficiently carried out the duties of the higher position for period of at least 5 consecutive days or,
 - iii. The General Manager approved payment for lesser period as per schedule 8 below.

Schedule 8: High Duty Allowance Entitlement

Level	Entitlement
Managers	5 Days
Team Leaders	5 Days
Others	5 Days

- (d) Others is subject to GM's discretion

- (e) Absence on annual leave shall not interrupt the performance of higher duties if the employee goes back to the same higher duties on return from annual leave.
- (f) The allowance is payable during a period of paid leave provided the employee goes back to the same duties on return to work; but in no case is the allowance to be paid for a longer period than one month of absence.
 - i. The allowance is not to be continued for any period of retiring or long service leave.
 - ii. The allowance is not to be paid during any period of leave without pay.
 - iii. The formula for higher duties allowance rate applies only if all conditions are met and is as follows: -

“Is the difference between the rate of the higher position and the salary rate of the officer concerned, such rate shall not be less than the salary of the Acting Officer.

- o If either of these rates changes while an employee is performing the higher duties, the higher duties rate should be changed accordingly.
- o No allowance will be paid where two or more employees share duties of the higher position.
- o Calculation of HDA for acting officers includes Week-ends & Public Holidays

For example: Manager acting for GM

GMs basic salary \$114,000

Less the Manager’s Basic salary \$83,000

Difference \$31,000

Daily rate of \$31,000 is \$119.23 (\$31,000 divide by 260 working days per year)

HDA = Daily rate multiplied by number of days in Acting capacity role

7.2 Traveling allowances – Overseas and Local:

- (a) Overseas – Traveling Allowances:
 - i. Any proposals for employees to travel overseas on official business are to be submitted to the General Manager.
 - ii. Officers traveling overseas on Company business are eligible for traveling allowance at the rates determined by Cabinet from time to time.
- (b) Local – Traveling Allowances:
 - i. A traveling allowance may be paid to an employee while traveling within Samoa on official business, providing absence from the employee’s usual place of residence overnight is necessary.
 - ii. Prior permission to be absent on official business from the office must be obtained from the General Manager.
 - iii. The maximum period that traveling allowance may be paid to an employee is five (5) consecutive days that necessitates absence from usual place of residence.
 - iv. Any longer continuous period must have prior approval of the General Manager where a special rate may be authorized.
 - v. The allowance is for each day of twenty-four (24) hours may calculate from the actual time of departure from the employee’s usual place of employment to the actual time of his return to his usual place of employment. The minimum period is one (1) day or part thereof.

- vi. Payments of traveling allowances are to be claimed on SLC Payment Voucher. The duty on which the employee was traveling must be attached to the voucher and the employee's Controlling Officer must confirm this, together with the times claimed for.
- vii. Rates currently payable for local traveling allowances as per schedule 9 below,

Schedule 9: Local Travelling Allowance

Level	Accommodation	Allowance
Board Members & General Manager	< or = to \$140 per night	\$100 per day (meals inclusive)
Management	< or = to \$120 per night	\$90 per night (meals inclusive)
Staff	< or = to \$100 per night	\$70 per night (meals inclusive)
Private/family		\$120 per night (Board, Management & Staff)
Cross island return in one day		\$30 (no overtime)

SECTION EIGHT

8 HOLIDAYS

Holidays in the Company are: -

- Whole Holidays &
- Company Holidays

8.1 "Whole" Holidays

Are generally Public Holidays. At the present time, the following days are observed as Whole Holidays.

- i. New Year's Day and the succeeding day
- ii. Good Friday
- iii. Easter Monday
- iv. Day after Mother's Day (2nd Monday of May)
- v. Independence Celebrations
- vi. Day after Father's Day (Monday after)
- vii. White Sunday (Monday after 2nd Sunday)
- viii. Christmas Day and
- ix. New Year

8.2 "Company Holidays" are days, other than "Whole" Holidays, which the General Manager may grant as holidays.

- (a) "Whole" holidays and "Company" holidays may be granted to all employees.
- (b) Employees required to work on a "whole" holiday may be paid overtime as appropriate at T2 or may at the option of the employee, be granted a day off, or proportionate part of a day, in lieu.
- (c) Employees required to work on a "Company" holiday are not to be paid overtime but may be granted a day off, or proportionate part, in lieu.

SECTION NINE

9 LEAVE

9.1 Annual Leave

Annual Leave is granted for the purpose of recreation as per Leave Entitlement schedule 10 below:

Schedule 10: Annual Leave Entitlement Schedule

Employee	Leave Entitlement
General	10 working days annually
Team Leader level	15 days annually
Ten (10) years of service	15 working days
Contract Appointments	As stipulated in contract
Graduates	12 working days annually (after 3 years of service)
Continuous service	10 or 15 working days according to seniority

9.2 Leave With Pay (LWP)

- (a) Where a “Whole” or a “Company” holiday falls during a period of annual leave or sick or special leave on pay, the employee is entitled to the holiday, which is not to be debited against such leave.
- (b) The provision does not apply to a holiday falling during annual leave or retiring leave being paid for after an employee has left the Company.

9.3 Leave Without Pay (LWOP)

No payment is to be made for a holiday falling during a period of leave without pay.

9.4 Cash Payment in Lieu of Annual Leave

The General Manager in his/her discretion may authorize payment of Untaken Leave within valid reasons.

9.5 Annual Leave must be taken in the year in which it is due

- (a) An employee may be directed to take his/her annual leave at a time convenient to the Corporation, but his/her wishes in the matter are to be considered.
- (b) Annual leave is granted for recreational purposes and should, as far as possible, be taken in one or two periods during the year. Managers/Team Leaders are to see that employees under their control take their annual leave in the year in which it is due. They should encourage employees to take leave over the Christmas-New Year holiday period and discourage them from taking their leave in single days.
- (c) An employee must take their annual leave before the next annual leave is due to him/her.
- (d) An employee who fails to take annual leave within the (1) one year period in which the employee is entitled to take annual leave forfeits the leave entitlement.

9.6 Accumulation of Annual Leave

An employee may apply to the General Manager, through his/her Departmental Manager, to postpone taking his/her Leave until the following year.

9.7 Payment for Holidays – Employees Leaving the Company

- (a) An employee leaving the Company who works up to including the day preceding a “whole” holiday may be paid for the holiday.
- (b) Where a “Whole” holiday falls on a Monday and the employee leaves the service on the preceding Friday he may be paid through to and including the Monday.
- (c) The provision applies only to “Whole” holidays and not to Company holidays.
- (d) This provision does not apply where an employee has been dismissed from the Company.

9.8 Special Leave / Time Off

Special Leave is granted to an employee as follows:

- Maternity Leave
- Paternity Leave
- Study Leave
- Time/Day Off

The General Manager in his/her discretion can also authorize special leave in special cases from time to time.

- (a) **Maternity Leave**
The General Manager may grant maternity leave to any female employee for a period of eight (8) weeks with pay and not exceeding three (3) months for anytime thereafter to be granted Maternity Leave Without Pay.
The General Manager may also allow the employee to utilize Annual Leave then due during the approved period of maternity leave.
- (b) **Paternity Leave:**
The General Manager may also grant Paternity Leave of five (5) days to any male employee for the purpose of maternal necessity.
- (c) **Study Leave:**
Study Leave granted to an employee is one and half (1½) days for every subject taken, subject to timetable.
- (d) **Time/Day Off:**
Staff who are NOT entitled to paid overtime are entitled up to five (5) days time-off per annum for additional hours worked:

9.9 Cash benefits when passed away on the job:

Cash donations towards funerals as stated in schedule 11 below:

Schedule 11: Cash Benefit Schedule

Employee	Entitlement
Board Member/General Manager	\$5,000
Spouse/children	\$500 - \$1,000
<i>Board will decide on the appropriate amount</i>	
Employee	\$1,000 - 4,000
Spouse/children	\$500 - \$1,000

<i>Management will decide an appropriate amount depending on length of service</i>
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(a) Ex-gratia Payments

Should an employee passes away, the Board of Directors upon advice of the General Manager may grant to his/her beneficiaries one of the following ex-gratia payment

Schedule 12: Ex-gratia Payments Schedule

Cause of Death	Entitlement
Death as a result of an accident while performing official duties	Twelve (12) month salary
Death as a result of natural cause or accident outside of work	Six (6) month salary
Death as a result of suicide	No payment awarded
Employees with less than 12 months service	Subject to Board's discretion.

9.10 Annual Leave Date

- (a) Annual Leave granted to an employee becomes due after the first anniversary of his appointment. Thereafter the annual leave year is standardized and is from 1st July to 30th June.
- (b) Notwithstanding the foregoing, the General Manager may authorize an earlier standardization and advancement of leave.

9.11 Sick Leave

- (a) The objective of sick leave is to ensure that when an employee is unable to work due to an illness or injury, they are able to seek medical attention and/or stay home and recuperate. The General Manager (or delegate) should ensure that an employee who is sick is granted sick leave. Sick employees should access this entitlement and stay home when they need to.
- (b) An employee (*except contract officers*) is entitled to at least 10 days sick leave in each year, however, officers serving less than one (1) of service will be granted five (5) days lump sum on the commencement date of employment, and the remaining 5 days will be accrued on a pro rata basis over the first year of employment.
- (c) Where an employee is absent from work due to illness for at least three (3) days, the employee must produce a medical certificate by a qualified medical practitioner in order for his/her sick leave to be approved
- (d) An employee is not entitled to leave under subsection (b) unless he or she first works for the employer for a consecutive period of at least 12 months which is to include the employee's probationary period
- (e) Subject to subsection (f) an employee may carry forward his/her un-used sick leave entitlement
- (f) Sick leave carried forward must not exceed 20 days in a given year
- (g) An employer must pay to the employee at his/her normal rate of pay for each day that the employee is absent on approved sick leave

9.12 Bereavement Leave

Three (3) days (*immediate family*) including a parent, child, brother or sister, spouse/partner by marriage or de facto relationship.

SECTION TEN

10 LAND ENTITLEMENTS

10.1 Eligibility

- i. All current members of Board of Directors
- ii. All permanent staff including contract officers who have served three (3) years of service
- iii. Must apply in writing

10.2 Selling Price

Full current selling price from time to time

10.3 Term & Repayment

- i. Current Term & Repayment Conditions applied to the public applies to eligible members for land sale or land lease, and is
- ii. subject to review from time to time

SECTION ELEVEN

11 RECREATIONAL ENTITLEMENTS

11.1 All staff are entitled to one (1) hour early break from 4pm every Wednesday for re-recreational activities of preference such as;

- i. Exercise at the Gym,
- ii. play golf or
- iii. any form of exercise,

11.2 No employee is to go home.

Any non compliance will be disciplined accordingly

11.3 All staff are to use the

- i. Corporation Gym,
- ii. Golf Course at Faleata to play golf or
- iii. Exercise of preference.

11.4 To use the Corporation gym, staff members are entitled to;

- i. free of charge
- ii. outsiders & relatives must be accompanied by staff member
- iii. at authorised hours only

11.5 To play golf, staff members are entitled to

- i. free Green fee &
- ii. half (1/2) price for golf carts

SECTION TWELVE

12 RETREAT / TEAM BUILDING

The General Manager may authorize a special gathering of some or all company employees, at designated venues decided by the General Manager, to discuss certain important matters pertaining to the Corporation.

SECTION THIRTEEN

13 WORK INJURIES

It is a duty of a Department Manager to inform or report immediately to the Administration section any injuries affecting any employee under the provision of the Labour Act and ACC Act, ALL minor or major injuries must be reported within five (5) working days.

SECTION FOURTEEN

14 EMPLOYEE OF THE YEAR

An employee of the year may be selected from all company employees with certain criteria determine by Heads of Departments and final approval from the General Manager.

SECTION FIFTEEN

15 MISCELLANEOUS

15.1 Hours of Work

(a) Main Office only

Morning	9.00 am
Lunch	12.30 noon
Afternoon	1.00 pm
Break off	5.00 pm
Attendance Book work	9.15 am

(b) Team Leaders and Officers of markets & Faleata Golf Course observe same start & finish hours as main office

(c) Shift workers for all outlets including Securities must observe start & finish shift schedules from time to time.

15.2 Shift Workers

For Shift workers, special arrangement will be made from time to time in event of Public Holidays or any special day as approved by management.

15.3 Attendance

(a) Absence from work must be reported directly to the respective Manager for records. Manager redirects the information to the Team Leader or any officer of Human Resources & Administration Department.

(b) For effective and efficient work plan, all absence(s) must reach the office by 9.30am

- (c) Failure to comply would result to automatic Leave Without Pay. (LWOP)

15.4 Overtime

- (a) Overtime Eligibility
 - i. Only approved staff with duly signed form by General Manager or delegated person are entitled to work overtime
 - ii. Only staff at Thirty thousand tala (\$30,000) salary and below is entitle to overtime payment
- (b) Transportation Allowance (Taxi fare) eligibility
 - i. is subject to Public Transportation
 - ii. will not be awarded upon use of office transport

15.5 Annual & Sick Leave Without Pay (ALWOP & SLWOP)

- (a) In event of continuous LWOP due to absence from work within a period of twelve (12) months, the employee would be liable to the following terms and conditions as per Leave Disciplinary schedule 13 below:

Schedule 13: Leave Disciplinary Schedule

Steps	Disciplinary Action
1 st Step	1 day LWOP – counsel by Supervisor (verbal warning)
2 nd step	2 days LWOP – first written warning
3 rd step	3 days LWOP suspension
4 th step	4 days LWOP – services terminated

- (b) Special LWOP may be granted subject to the approval of the GM upon advice by respective Manager, and such approved special LWOP shall not be included in schedule 13.

15.6 Late Arrival Hours

Late arrival times are deducted from each employee’s salaries for every fortnight.

- i. Record of all late arrivals are attached to the Time Summary Report for effect of deductions.

15.7 Special Leave

- (a) Employee(s) representing the country in any National Sport Representation (Games).
- (b) Employee(s) participating in country activities (Teuila activities).
- (c) Employee(s) representing country in other meetings, seminars or workshops.

15.8 Absence from Place of Employment

Every employee who leaves his/her place of employment must notify his/her supervisor beforehand or write on each Division’s board – his/her name, time and destination.

15.9 Leave Observance

(a) Annual Leave

- i. Annual Leave application must be processed at least a day ahead.
- ii. Clarify from records unit your remaining leave balance.
- iii. Inform your controlling officer/supervisor of your intention.
- iv. General Manager's approval MUST be obtained before you taking leave.
- v. Verbal application/approval will not be accepted unless instructed by General Manager

SECTION SIXTEEN

16 Appendices

- 1) Leave entitlement scale (Schedule 14)