



HUMAN RESOURCES POLICIES

		Name	Signature
Approved By	Executive Director	David Lewis	
Date of Approval			
Date of Implementation			

ACKNOWLEDGMENT OF RECEIPT AND UNDERSTANDING

I hereby confirm that I have received a copy of this document and that I have read it/ it has been read to me in a language that I understand, and that I understand its contents.

.....

Name and Surname of Employee

Signature of Employee

If this document has been read to the employee in a language other than English and he / she is unable to sign acknowledgement, a witness must sign below.

I hereby confirm that I was present when the content of this document was read to the abovenamed employee in a language he/ she understood and that he / she confirmed that she understood its contents.

.....

Name and Surname of Witness

Signature of Witness

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SECTION One: Purpose and Introduction

1. PURPOSE AND INTRODUCTION

- 1.1. The following policies and procedures are to ensure that there is fair treatment and a common understanding of human resources issues within Corruption Watch (“CW”).
- 1.2. This policy is deliberately stated in general terms so that it cannot be regarded as creating rigid rules. Departures from these policies and procedures may be justified to the extent that the best interests of CW are served.
- 1.3. Every employee has a duty to act in good faith towards CW and in its best interests.
- 1.4. CW has the prerogative to set standards of conduct for its employees and the policies contained in this document form part of the terms and conditions of service of each one of CW’s employees.
- 1.5. A key principle throughout the organisation is that employees should treat one another with mutual respect. **A premium is placed on both employment justice and the efficient operation of the organisation.**
- 1.6. All employment practices and policies of the organisation will comply, where applicable, with the relevant provisions of applicable South African labour law and legislation, including the Labour Relations Act 66 of 1995 (as amended), the Basic Conditions of Employment Act 75 of 1997 (as amended) and the Employment Equity Act 85 of 1998.

SECTION Two: Recruitment and Appointments

1. RECRUITMENT AND APPOINTMENT PROCEDURE

In the pursuit of the ideals of excellence and diversity CW recognizes the following principles.

- 1.1. The recruitment and selection process is aimed at ensuring that the most suitable persons are appointed to new / vacant positions.
- 1.2. The process is structured in such a manner as to ensure that the principles of non-discrimination, employment equity and diversity are ensured.
- 1.3. CW will establish an Employment Equity Committee and will work towards attaining its employment equity goals with the aim of being demographically representative.
- 1.4. Vacancies that exist within the organisational structure will be filled in a manner that is fair, transparent and non-discriminatory.
- 1.5. Preference will be given to the appointment of existing employees if they are suitably qualified for a vacant position.
- 1.6. Due to the nature and sensitivity of CW's work, applicants and employees, during the course of his / her employment:
 - 1.6.1. will be required to provide the employer with any information pertaining to any judgments that have been taken against him / her in any criminal court, and / or any pending investigations brought by his / her previous employer or any person authorized to do so; and
 - 1.6.2. undertakes to provide CW, when requested to do so, with the necessary authority to enable CW to conduct security and background checks.

SECTION Three: Terms and Conditions of Employment

1. CATEGORIES OF PERSONNEL

Three categories of personnel will be required to conduct the work of CW and, necessarily, the terms and conditions of the contracts in terms of which their services are rendered will be different.

1.1. Category One : Fixed Term Contracts

1.1.1. CW reserves the right to employ personnel on fixed term contracts for special projects or tasks, the duration of which will be subject to agreement between CW and the employee.

1.1.2. The terms and conditions will be by agreement between CW and the employee but will comply with the Basic Conditions of Employment Act.

1.2. Category Two: Independent contractors¹

¹ For the purposes of determining who is an independent contractor as opposed to an employee, refer to Section 83A of the Basic Conditions of Employment Act which states the following.

(1) A person who works for, or renders services to, any other person is presumed, until the contrary is proved, to be an employee, regardless of the form of the contract, if one or more of the following factors is present:

- (a) the manner in which the person works is subject to the control or direction of another person;
- (b) the person's hours of work are subject to the control or direction of another person
- (c) in the case of a person who works for an organisation, the person forms part of that organisation;
- (d) the person has worked for that other person for an average of at least 40 hours per month over the last three months;
- (e) the person is economically dependent on the other person for whom he or she works or renders services;
- (f) the person is provided with tools of trade or work equipment by the other person; or

- 1.2.1. CW reserves the right to enter into independent contractor contracts for specific periods and for specific tasks.
- 1.2.2. The terms and conditions will be by agreement between CW and the contractor.

1.3. Category Three: Permanent Employees

1.3.1. Employees employed in this category will be employed on a permanent basis, subject to a probationary period of between three and six months.

1.3.2. CW may terminate these contracts either summarily or on one month's written notice in accordance with a fair procedure for one or more of the following reasons.

1.3.2.1. if the employee commits a breach of a material term of his / her contract of employment; and / or

1.3.2.2. on the basis of misconduct, incapacity or on the basis of the operational requirements of CW's business; and / or

1.3.2.3. on any grounds which would in law entitle CW to terminate this agreement;

1.3.2.4. Employees may terminate this contract on one month's written notice to CW.

1.3.3. Rights and Obligations on termination

1.3.3.1. At the date of termination of this contract the employee must return all property, including any documentation that belongs to the Employer;

1.3.3.2. CW will be entitled to deduct leave taken by the employee in advance but not yet accrued

1.3.3.3. CW will be entitled to deduct any or all outstanding loans given to the Employee by the Employer;

(g) the person only works for or renders services to one person.

(2) Subsection (1) does not apply to any person who earns in excess of the amount determined by the Minister in terms of section 6(3) of the *Basic Conditions of Employment Act*. (ie R183 008 per annum)

- 1.3.3.4. CW will pay the employee the value of any annual leave accrued in terms of this agreement but not yet taken by the employee

2. HOURS OF WORK FOR PERMANENT EMPLOYEES

- 2.1. Other than those employees whose contracts specify otherwise, employees:
 - 2.1.1. will work a 42.5-hour week Monday to Friday between the hours of 08h30 and 17h00;
 - 2.1.2. are entitled to a one-hour meal break between 13h00 and 14h00;
 - 2.1.3. will work overtime as required and authorized by his / her Head of Department and will be given 90 minutes paid time off for every hour of authorized overtime worked but he / she shall not be required to work more than 12 hours on any day or more than 10 hours overtime in any week;
 - 2.1.4. who are required to work on a Sunday will be given the equivalent time off during the week;
 - 2.1.5. who are required to work on a public holiday will be paid an additional day's pay.
- 2.2. Other than those employees whose contracts specify otherwise, all senior managerial employees²:
 - 2.2.1. will devote at least 45 hours a week to the business of CW;
 - 2.2.2. undertake to either be present in the offices between the hours of 08h30 and 17h00 Monday to Friday or to be contactable by means of a landline or cell phone during these hours and report to the office immediately if requested to do so;
 - 2.2.3. acknowledge that, bearing in mind the nature of the employer's business, they may, from time to time, be required to work additional hours, on a Sunday or on a public holiday and agrees to work, such additional hours, on a Sunday or on a public holiday as may be reasonably requested without additional remuneration.

² Defined in the Basic Conditions of Employment Act as “.an employee who has the authority to hire, discipline and dismiss employees and to represent the employer internally and externally”

3. ANNUAL LEAVE FOR PERMANENT EMPLOYEES

- 3.1. Full-time employees will be entitled 15 working days' leave during each annual leave cycle and, in addition, will not be required to tender her services during the end-of-year holiday break (i.e. from 24 December up to and including 1 January).
- 3.2. Such leave shall be taken at a time which is mutually convenient to both parties and by agreement with the Head of Department.
- 3.3. No more than 5 days leave may be carried over from one leave cycle to the next, and may not be carried over for more than one annual leave cycle. Employees are encouraged to take their full leave entitlement during the annual leave cycle.

4. SICK LEAVE FOR PERMANENT EMPLOYEES

- 4.1. During the first four months of employment, full-time employees will be entitled to one day's paid sick leave for every 26 days worked and thereafter to 30 day's paid sick leave over a three-year period. For part-time employees, this leave is pro-rated, and is equivalent to the number of days worked by the part time employee in a six-week period.
- 4.2. Any sick leave taken during the first four months, will be deducted from the 30 days.
- 4.3. Employees must notify the Head of Department as soon as possible, but no later than 09h00 on the first day of any illness, that she shall be absent from work due to such illness.
- 4.4. Absence as a result of sport or self-inflicted injuries or illnesses will not be regarded as sick leave.
- 4.5. When ill health continues for a period in excess of two consecutive working days, in order to be paid, the employee must submit a duly completed medical certificate from a registered medical practitioner to verify her inability to work. Where the employee is absent on a Friday or Monday or a day before or after a public holiday, a medical certificate will be required before payment for any days' absence is made.

5. FAMILY RESPONSIBILITY LEAVE FOR PERMANENT EMPLOYEES

- 5.1. During each annual leave cycle, the employee will be entitled to three days paid leave for use:
- 5.2. when her child is sick;
- 5.3. in the event of the death of her spouse or life partner, her child, her parent or grandparent.

6. MATERNITY LEAVE FOR PERMANENT EMPLOYEES

- 6.1. Maternity leave provisions apply to the primary parent, regardless of sex or gender.
- 6.2. Employees may take 6 months maternity leave.
- 6.3. For full time employees who have worked at Corruption Watch for at least one full year the following payment will be apply:
 - 6.3.1. During the first four months, Corruption Watch will pay the full salary less the amount claimable from the UIF. Given the reality that the UIF is very slow to pay out funds, Corruption Watch will pay the full salary; the employee will apply for UIIF as soon as she goes on maternity leave; and the employee will inform Corruption Watch as soon as she receives the UIF payment. Corruption Watch will then deduct an amount equal to the UIF payment received from the next salary payment. This arrangement is intended to avoid the employee being disadvantaged should the UIF payment be very slow.
 - 6.3.2. For employees who have worked for Corruption Watch for less than a year, or who are on a fixed term contract of less than 18 months, maternity leave will not be paid.
- 6.4. If a fixed term contract terminates during the period of maternity leave, that contract will not be extended by the period of maternity leave and the contract will terminate at the date stated in the contract.
- 6.5. Additional unpaid maternity leave can be applied for and may granted at the discretion of the board. It is not an entitlement.
- 6.6. Annual holiday leave continues to accrue during maternity leave.

7. PATERNITY/CO-PARENTING LEAVE

- 7.1. Employees may take two weeks of paternity/ co-parenting leave during the first six months of the child's life.
- 7.2. Annual holiday leave continues to accrue during paternity / co-parenting leave.

8. ADOPTION LEAVE

The Maternity and paternity/co-parenting leave provisions apply to adoptions.

9. STUDY LEAVE

Provisions for study leave are covered in the Learning and Development Policy

10. LEAVE FORMS

In order to be paid for leave, all employees will be required to complete the Leave Application Form, a copy of which is attached in the Forms and Templates section of this document

SECTION Four: Learning and Development policy

1. INTRODUCTION

- 1.1. CW recognises that continuous learning is essential to the development and effectiveness of individual staff members and the organisation as a whole.
- 1.2. CW is committed to ensuring that training and development opportunities are available fairly and consistently across the organisation and that training and development resources are used equitably, effectively and efficiently.
- 1.3. As a funded organisation, CW recognises that training and development paid for by the organisation must be mutually beneficial to the organisation and the employee.
- 1.4. CW therefore aims to provide an adequate budget for training and development activities.

2. OBJECTIVES

- 2.1. It is the policy of CW to ensure that training and development is carried out, where necessary and appropriate, in order to meet the following objectives:
 - 2.1.1. To support new staff in their induction to the organisation
 - 2.1.2. To contribute to on-going professional development of all staff members, so as to improve job performance, job satisfaction and the retention of staff
 - 2.1.3. To encourage the dissemination of good practice in all areas of CW work.
 - 2.1.4. To ensure that individuals have the opportunity to meet their realistic short, medium- and long-term career expectations
- 2.2. As part of its commitment to training and development, CW undertakes to plan for training and development, by identifying individual, departmental and organisational learning and development needs through the annual performance management and strategic planning cycles.
- 2.3. CW will budget a specific amount (as a guideline – many organisations budget 1 % of the total value of the payroll), to pay for training and development programmes, depending on the conditions attached to donor funding.

- 2.3.1. This budget will be allocated equitably between all staff members recognising that the allocation will differ from year to year and that not all staff will participate in Learning and Development activities every year.
- 2.3.2. While a proportion of the budget (around 60-70%) may be allocated to programmes that are agreed to during the annual planning and performance review process, a proportion (between 30 – 40%) will be left unallocated to allow the organisation to take advantage of opportunities that arise during the year.

3. TYPES OF TRAINING & DEVELOPMENT ACTIVITIES

- 3.1. Training and development refer to learning activities intended to increase an individual's effectiveness by developing knowledge, skills and behaviours, in order to address organisation and individual goals.
- 3.2. There are many types of training and development activities both formal and informal. Choosing the appropriate activity depends upon the needs of the organisation and its staff, and the skills and abilities of the individual who requires training and development.
- 3.3. The following list identifies different types of training and development activities that managers together with employees should consider:
 - in-house training sessions
 - institution-based long and short courses
 - seminars, workshops, conferences
 - mentoring
 - distance learning
 - self-directed learning
 - Job shadowing
 - Diploma, degree and post-graduate studies.

4. CRITERIA FOR PLANNING THE LEARNING AND DEVELOPMENT PROGRAMME

- 4.1. Planned Learning and Development (60-70% of the budget)
 - 4.1.1. The Management Team will develop an annual Learning and Development Programme taking the following into account.
 - 4.1.1.1. **Organisational and departmental needs:** Every year, during the annual strategic planning process, the management team will determine the Learning and Development needs (skills or knowledge) of the organisation and the departments and will

determine what types of Learning and Development activities will meet those needs.

4.1.1.2. **Individual needs:** Every year, during the annual performance appraisal process, managers will determine the development needs of individual staff members. These needs will be based on the performance review, and on the career and learning aspirations of the individual, to the extent that they align with the needs of the organisation.

4.1.2. The management team will consider the full set of organisational, departmental and individual needs identified, and develop a programme which will cater for both organisation and individual needs, within the parameters of the budget available.

4.2. Unplanned Learning and Development (30-40% of the budget) - Unplanned Learning and Development activities may arise as a result of training opportunities becoming available, or of a new training or development need becoming obvious as a result of new work or staff changes

5. APPLYING FOR FINANCIAL SUPPORT AND LEAVE FOR STUDIES

5.1. An individual may apply for financial support for a study programme, i.e. course/certificate/degree/diploma, provided that the course chosen by the applicant is relevant or useful to the individual's work, job function, and future job function or related to any job function within the organisation to which the person could progress to next.

5.2. Individual applications will only be considered if sufficiently supported by the department manager and approved by the Director.

5.3. Individual applications will only be considered if the budget can carry the costs of the financial support.

5.4. Awarding of study assistance will be subject to an employee commitment to remain with Corruption Watch for a period of time commensurate with the amount of financial assistance given. This period shall be negotiated and agreed to in writing prior to the provision of financial assistance. Should the employee choose to leave Corruption Watch prior to the completion of this time commitment, the financial assistance may be repayable at the time of leaving Corruption Watch.

5.5. Study leave will be granted on the following basis:

5.5.1. 1 day of study leave may be taken on the day before a scheduled exam, and on the day of the exam. Not more than 10 days of study leave can be taken in one year.

5.5.2. For post graduate study the 10 days of study leave may be used for exams, research work or writing up dissertations / theses.

5.6. Arrangements for attending classes during work time:

5.6.1. Before applying for admission to programmes that require class attendance during working hours, the employee must obtain approval from the departmental head. The head has the discretion to approve or refuse permission based on his / her judgement of the impact of class attendance on the work of the individual and the department.

5.6.2. In cases where approval is granted, arrangements could include using leave days (either annual leave, or the study leave days available) or taking unpaid leave, or working flexi-time (starting earlier or later to ensure a full day is worked). The agreement of the department must be sought before finalising these arrangements to ensure that impact on the department is minimised.

6. THE TRAINING AND DEVELOPMENT CYCLE

CW's training and development cycle involves the following steps

6.1. Review and identification of organisational strategic priorities - Strategic priorities for the organisation and each department are set and reviewed on an annual basis (January – December), and documented in a Strategic Planning document. Learning and development needs are identified during this process.

6.2. Identification of individual training needs – The Performance Management system is used to identify individual Learning and Development needs. During the performance appraisal in particular, the manager must explore with the individual, the following questions

- Based on the work reviews and the performance appraisal: What areas of skills, knowledge, and behaviours do you need / want to develop in the next year?
- Where do you see yourself in five years' time? What training / development could help you to achieve this? (Note that CW's support is only possible if it falls within CW's mandate).

This will lead to a discussion / agreement to explore training options. A brief proposal will be compiled which includes the type of development activity proposed, its aim, time frames and costs. This will be submitted by the manager to the management team during the annual strategic planning process, or to the Head of Department if the proposal must be considered before this time.

This decision is then captured in an employee's individual Work Plan in the section on Development Outcomes development plan.

6.3. Implementation:

- 6.3.1. The staff member will attend the training agreed to, and will provide a report to the manager on the value of the training.
- 6.3.2. The manager will ensure that there are opportunities for the staff member to use new skills and knowledge after the training.
- 6.3.3. Where practical the staff member will share the skills or knowledge learned with the rest of the team.
- 6.3.4. The manager will monitor progress to assess the value of the training in meeting the needs of the individual and the organisation.

6.4. Follow-up and Evaluation – At the end of the cycle, managers will assess the extent to which the Learning and Development programme met the needs of the organisation, their department and the individuals.

Evaluation questions to ask could include:

- Did the L&D programme result in improved performance? (Performance improvements could be seen in improved thinking and decision making, improved use of time and lower costs).
- Did the L&E programme result in new skills or knowledge being used at work?
- Were the skills and knowledge acquired shared with others in the organisation?
- Did the L&D programme lead to improved morale and retention?

6.5. The M&E system within the organisation could include a module on evaluating the L&D programme in the organisation.

7. SELECTION OF TRAINING PROVIDERS

In selecting training providers, CW will be guided by the following principles:

- 7.1. Wherever possible and appropriate use providers accredited by an Education and Training Quality Assurance body;
- 7.2. Use providers who provide quality training that best suits the needs of CW's staff members
- 7.3. Cost-effectiveness in terms of training costs and time required

8. ROLES AND RESPONSIBILITIES FOR LEARNING AND DEVELOPMENT

Position	Responsibility
Staff member	<ul style="list-style-type: none"> • Communicate with Manager about L & D needs • Attend T & D activities where practical and appropriate • Take an active role in seeking out L & D opportunities • Provide feedback to the Manager on the outcomes / on the effectiveness and relevance of training and development activities
Manager	<ul style="list-style-type: none"> • Initiate the identification of learning and development needs during the work review and performance appraisal process • Assist the individual in producing a brief motivation for training they want to attend • Consider requests for training or study and submit them to the Management Team or the Director • Participate in the L & D planning process • Provide mentoring and support, and on-the-job opportunities • Ensure that employees have opportunities to apply newly acquired knowledge and skills
HR Consultant	<ul style="list-style-type: none"> • Assisting Managers in the identification of learning and development needs • Assisting in the sourcing of appropriate training providers

9. PERSONAL DEVELOPMENT

9.1. Introduction

- CW recognises that in the non-profit and aid environment in which it operates, employees are exposed to opportunities for personal development that do not necessarily contribute directly, or immediately, to the organisation's annual strategic objectives. These may include leadership development or international internship or work placement programmes.
- CW further recognises that flexibility provided to employees is one of the key retention mechanisms that it has at its disposal.
- CW therefore aims to, as far as possible, to allow qualifying employees to access to such opportunities where this can be done without detrimental impact on the organisation.

- 9.2. Employees that are accepted into programmes or short-term internships that require significant leaves of absence may be allowed to accept such opportunities provided that:
- They obtain approval from their Manager prior to applying to admission to the programme; and
 - The employee's workload within CW can either be distributed amongst other staff without impacting on performance, or the manager is able, within the constraints of the budget, to acquire short term assistance to ensure that the employee's workload is maintained.
- 9.3. In the event that the programme aligns to some degree to the work of CW, the Manager has the discretion to grant the Employee leave to attend the programme in the following way:
- The first 10 days of the Employee's absence will not require leave as this will be treated as study leave.
 - After that, the Employee may elect either to utilise his / her annual leave available or take unpaid leave
 - Should the Employee not have annual leave available, the remainder of the days of absence must be taken as unpaid leave.
- 9.4. Employees will not be allowed to participate in these kinds of programmes in a year in which they are involved in external study.
- 9.5. The Employee will be required to agree to continue to work for CW for at least one year post the completion of the programme.

SECTION Five: Mobile Internet Access

1. PRINCIPLES

- 1.1. CW recognises that certain of its employees will be required to work outside of the office, either after hours at home, or when travelling on CW business.
- 1.2. CW intends to support this need by providing qualifying employees with a R250 per month allowance that can be spent on the mobile access of the employee's choice. This means that employees will be able to obtain their own 3G modems or ADSL subscriptions, and CW will contribute R250 per month towards this. CW will not be responsible for any contractual obligations of the employee, or any costs in addition to the monthly allowance. This allowance, which will be reviewed annually, will be paid to qualifying employees as part of their monthly salary payments.

2. QUALIFYING EMPLOYEES ARE:

- 2.1. Professional staff
- 2.2. Staff with laptops
- 2.3. Staff that are expected to work in field or from home as they are expected to work longer than normal hours, namely:
- 2.4. Management team
- 2.5. All investigators
- 2.6. External analysts / researchers (on a pro-rata basis, depending on their time commitment)
- 2.7. Staff that can provide evidence of mobile internet access (e.g. ADSL invoice, 3G contract)

SECTION Six: FORMS

On taking up employment, all employees and independent contractors will be required to complete the following forms which are attached in the Forms and Templates Section of this document

- 1. CONFIDENTIAL PERSONAL INFORMATION FORM**
- 2. EQUIPMENT RESPONSIBILITY FORM**

SECTION Seven: Labour Relations

1. INTRODUCTION

- 1.1. The foundation of this policy is the recognition of the value and worth of employees, and recognition of the need for the organisation, as employer, to care for its employees whilst at the same time maintaining efficiencies and productivity.
- 1.2. CW subscribes to the principles of fair labour practices in respect of all employees, regardless of their position in the company, their seniority, the functions they perform or any other factor.
- 1.3. The organisation believes that sound labour relations are based on the view that employees are the organisation's most important and most valuable resource, a resource that the organisation must constantly strive to care for, empower and reward.
- 1.4. CW further takes the view that sound and productive labour-management relationships are based on mutual trust, cooperation, respect, honesty and understanding. Communication between management and employees is of fundamental importance in achieving these principles.
- 1.5. All labour practices and policies of the organisation will be non-discriminatory in respect of selection, employment, advancement, promotion, remuneration, and training and development of all employees.
- 1.6. The organisation attaches due value to sound personal relationships in and around the workplace. All employees and managers must endeavour to establish and maintain productive working relationships in order to achieve not only their personal objectives, but also the objectives of the organisation.
- 1.7. Appropriate processes and procedures have been established for the purposes of communicating grievances and for ensuring that proper discipline is maintained. The application and use of both the grievance procedure and the disciplinary code and procedure will be fair and consistent, with each case handled on its merits.
- 1.8. The organisation believes in a sound system of downward communication to reach all employees, through the line command, which will combine written and oral communications to reach all employees of the organisation.
- 1.9. Employees may, at any time and without fear of reprisal or victimisation of any kind, communicate upwards to management by means of the line managers to whom they report.
- 1.10. The organisation recognises the fact that conflict may arise in the workplace and in the conduct of collective relationships with employees, their representatives or trade

unions. The organisation recognises the fact that there are divergent interests, issues, needs and concerns within the organisation.

- 1.11. Appropriate mechanisms, processes and procedures have been put in place to endeavour to address this divergence of interests and any conflict or disputes that may arise.
- 1.12. Individual and group grievances should be addressed by means of the organisation's grievance procedure. Matters of discipline should be addressed by the fair and consistent application of the organisation's disciplinary code and procedure.
- 1.13. Disputes of interests arising in the context of collective bargaining or in negotiations of whatever nature with employee representatives or trade unions should be resolved in a manner that minimises the disruption of production or the provision of services to customers and clients.
- 1.14. The Employee agrees not to take part in or to incite any other person to participate in any unprotected industrial action, which may adversely affect any of the Employer's operations. Such action may include, but is not limited to strikes, go-slows, work to rule, boycotts, stay-a-ways or any other similar action which may obstruct, prevent or retard the work of other Employees or the Employer's operations. The Employee agrees to partake only in legal industrial action, which may have arisen after the statutory dispute resolution procedures have been followed. The Employee agrees to assist the Employer in endeavouring to promote, enhance and maintain industrial peace and harmony in the work place.

1.15. SUPPORTING DOCUMENTS

APPENDIX ONE: DISCIPLINARY CODE AND PROCEDURE

APPENDIX TWO: GRIEVANCE PROCEDURE

SECTION Eight: Performance Management

1. PERFORMANCE MANAGEMENT

- 1.1. The organisation believes in managing the performance of all employees in a manner that is objective, fair, consistent and appropriate. Transparency in performance management is one of the foundations of sound labour relations.
- 1.2. Performance of employees will therefore be regularly reviewed, and employees will receive regular feedback and comments on their performance.
- 1.3. Where an employee's performance does not meet the standards required, the performance will be addressed in a fair and objective manner, the foundation of which is the identification of steps and measures to assist the employee in meeting the required standard.
- 1.4. In circumstances where assistance has been given and the employee has been given a reasonable time to meet the standard and is still unable to meet the required standard, the employer will convene a performance enquiry at which an independent chairperson will establish whether:
 - 1.4.1. whether the standard set by the employer was reasonable; and, if so
 - 1.4.2. whether the assistance given to the employee was sufficient to enable them to meet the standard; and, if so
 - 1.4.3. whether the employee is incapable of meeting the standard; and, if so
 - 1.4.4. whether the employee should be dismissed or whether there is a viable alternative to dismissal (for example, whether the employee can attain the standards of another existing vacant position within the organisation into which he or she can be placed).
- 1.5. The employee's rights in the process will be the same as those provided for in a disciplinary enquiry (see Disciplinary Code and Procedure).

SECTION Nine: Managing Ill Health and Injury

1. MANAGEMENT OF INCAPACITY DUE TO ILL HEALTH (INCLUDING HIV AND AIDS) OR INJURY

- 1.1. When it becomes apparent that an employee is incapacitated as a result of ill health or injury, for whatever reason to the extent that he / she is consistently unable to perform his / her functions within the organisation, CW will conduct an inquiry to determine the extent of the employee's incapacity during which a number of factors, including but not limited to the following will be considered.
 - 1.1.1. whether or not the employee is capable of performing the work;
 - 1.1.2. if the employee is not capable, the extent to which the employee is able to perform the work;
 - 1.1.3. the extent to which the employee's work circumstances might be adapted to accommodate the disability;
 - 1.1.4. where this is not possible, the extent to which the employee's duties might be adapted;
 - 1.1.5. the availability of any suitable alternative work, at the same or any lower grade.
- 1.2. When alternatives are considered, relevant factors include the nature of the job, the period of absence, the seriousness of the illness or injury and the possibility of securing a temporary placement for the ill or injured employee. In cases of permanent incapacity, CW will consider the possibility of adapting the duties or work circumstances of the employee to accommodate the employee's disability.
- 1.3. In the process of the enquiry, the employee will be allowed the opportunity to state a case in response and to be assisted by a fellow employee.
- 1.4. Particular consideration will be given to employees who are injured at work or who are incapacitated by a work-related illness.
- 1.5. If CW decides to terminate the employment of an employee who is incapacitated, the employee must be given the reason for the termination and must be reminded of his / her right to refer a dispute to the CCMA if the employee wishes to dispute the substantive or procedural fairness of the termination.

SECTION Ten: Managing Misconduct

1. MANAGING MISCONDUCT

- 1.1. The disciplinary code and procedure attached as APPENDIX ONE is essential for the successful and harmonious operation of the employer's business and the fair treatment of individual employees.
- 1.2. The contravention of the employer's rules will be dealt with in accordance with the code and procedure.
- 1.3. The primary objective of the disciplinary code and procedure is to initiate corrective action where work performance is unsatisfactory, or the employee's behaviour is unacceptable.
- 1.4. Where an employee within the context of working for CW is guilty of any common law and / or statutory crime, it is the policy of CW to bring such crime to the attention of the authorities concerned, who can deal with the information as they see fit.
- 1.5. Any omission by CW to discipline transgressors or to bring possible crimes to the attention of the authorities concerned should not be interpreted as tacit sanction or condonation or a waiver of rights.

SECTION Eleven: Retrenchment

(To be included here)

SECTION Twelve: Managing Grievances

1. MANAGING GRIEVANCES

- 1.1. A grievance is any dissatisfaction experienced by an employee or a group of employees related to their conditions of employment, supervision, physical working environment or interaction with staff and management.
- 1.2. The grievance procedure contained in **APPENDIX TWO** below will not serve as an appeal mechanism against disciplinary action taken against an employee.
- 1.3. Employees will not be victimised as a consequence of raising a grievance.

SECTION Thirteen: Sexual Harassment

SECTION Fourteen: Child Protection Policy

To be included here

SECTION Fifteen: Usage of Electronic Communication Resources

1. USAGE OF ELECTRONIC COMMUNICATION RESOURCES (COMPUTERS, TELEPHONES AND CELLPHONES)

- 1.1. The Employee undertakes to use the Employer's postal and telecommunications system ("referred to as "the system") mainly for the business of the Employer and agrees to keep personal use to a minimum, and to only use the system for essential personal transactions including but not limited to banking transactions and emergency communications with family and friends.
- 1.2. Downloading of cartoons, jokes, and similar material not connected to the business of the Employer is strictly prohibited and will lead to disciplinary action being taken. Downloading pornographic material will be regarded as a serious dismissible offence.
- 1.3. By signing this document, the Employee acknowledges that she is aware that in the event that the employer suspects unlawful activity and/ or suspects a contravention of a CW policy:
 - 1.3.1. any information³ that is transmitted in whole or in part by means of the system;
 - 1.3.2. to which she has access for use wholly or partially in connection with the business, including but not limited to email, internet access, telephone and cell phone use;
 - 1.3.3. may be monitored by means of a monitoring device and / or viewed and / or examined and / or inspected and / or diverted from its intended destination to any other destination by the Head of Department and / or his delegate.

³ Whether in the form of speech, music or other sounds, data, text, visual images, whether animated or not, signals or radio frequency spectrum; or any other form or in any combination of forms.

SECTION Sixteen: Best Business Practices and Confidentiality

1. INTRODUCTION

- 1.1. This policy should be read in conjunction with every employee's contract of employment and CW's other policy documents. In some respects, this policy may duplicate rules already contained in other policy documents, but it also contains additional guidelines. As in the case with CW's other policies, these rules are binding upon all employees.
- 1.2. CW will endeavour to protect employees, who disclose non-compliance with this policy in respect of the actions of fellow employees, against victimization.
- 1.3. If any subject of a moral or ethical nature is not dealt with in this policy, such omission does not imply that it is in accordance with CW's policies.

2. GOOD FAITH

- 2.1. Arising from the employment relationship between CW and its employees, every employee has a duty to act in good faith towards CW under all circumstances.
- 2.2. The good faith obligation requires that every employee should:
 - 2.2.1. promote the best interests of CW;
 - 2.2.2. not compete with CW; act in the best interest of CW and at all times protect the good name of CW and not to publicly criticize CW;
 - 2.2.3. avoid any conflict between the employee's financial interest and CW's interests, and if this is unavoidable, to disclose this conflict to the Executive Director of CW.

3. OUTSIDE EMPLOYMENT

- 3.1. CW acknowledges the desirability and even the necessity of practice for outside exposure and experience for employees in certain circumstances.
- 3.2. Employees may do outside work only if it is done outside normal working hours or during their vacation leave and with the permission of the Head of Department.
- 3.3. Outside employment may not prejudice the effective execution of the employee's duties at CW. Approval must be acquired as per the employment contract. The

granting of approval to engage in outside employment is subject to the employee carrying out his / her CW duties satisfactorily.

- 3.4. Outside employment that is done in a private capacity, may not be advertised or performed in the name of CW. The impression may not be created that the work is done in the name of CW.
- 3.5. Contravention of this policy can lead to the withdrawal of permission and / or appropriate disciplinary action being taken.

4. USE OF ASSETS

- 4.1. All employees must act in the best interests of CW when dealing with CW's assets. No employee may sell or use CW's assets without authorization.
- 4.2. Employees are responsible for the assets placed under their control. The loss of an asset must be reported immediately by the employee to his / her manager.
- 4.3. The use of assets by anyone other than the authorized employee is not permitted.
- 4.4. Employees must use CW's assets for the purpose for which the particular goods are normally intended and in accordance with the directions for use pertaining to the goods.
- 4.5. Employees must adhere to CW's internal control measures, which are aimed at protecting assets against their unauthorized removal and / or use.
- 4.6. In respect of CW's funds, employees must display the same care and prudence as is demanded from a responsible financial manager. Employees may not spend CW's funds without authorization.
- 4.7. Special care must be taken with the following portable assets for which there is a high risk of theft or loss and for which CW has to pay a high insurance premium:
 - 4.7.1. Cell phones
 - 4.7.2. Lap top or portable computers and their peripherals
 - 4.7.3. Cameras
 - 4.7.4. Tape recorders
 - 4.7.5. Cars
 - 4.7.6. Overhead projectors
 - 4.7.7. Transcribing machines

5. DRESS CODE

In order to maintain a professional image, employees are expected to dress appropriately for a business environment by wearing clothing that is in good taste and not unnecessarily revealing.

6. CONFIDENTIALITY AND OWNERSHIP OF INFORMATION

- 6.1. Notwithstanding what is already contained in the employee's contract of employment, the following principles regarding ownership and confidentiality of information also forms part of the contractual relationship between the employee and CW.
- 6.2. The employee shall, during the course of employment and after the termination of employment with the employer, strictly maintain the confidentiality of the affairs of the employer and shall not divulge any matter, or information that is confidential to CW relative to, but without limiting the generality of the term, CW's performance, work practices, any entity or person who has sought the services of CW, any service provider, independent contractor, consultant or employee without the unambiguous written permission of the Executive Director.
- 6.3. The employee shall also, during the course of and after the termination of employment with the employer, not utilize any secret or confidential knowledge or information acquired in the course of employment with the employer, outside of such employment.
- 6.4. The employee shall cede or assign to the employer any invention, product, process, document or any matter eligible for copyright which the employee has created in the course and scope of her employment.

SECTION Seventeen: Anti-corruption Policy

1 PURPOSE

- 1.1 This policy is intended to provide guidance for those working for CW to help them recognise and deal with bribery and corruption issues, as well as understand their responsibilities.

2 PRINCIPLES

- 2.1 CW is committed to conducting business in an ethical and honest manner, and is committed to implementing and enforcing systems that ensure bribery and corruption are prevented.
- 2.2 Corruption and bribery are defined as any dishonest or fraudulent activity intended to improperly benefit an individual or group. It includes the illegitimate use or abuse of one's position or office for personal gain.
- 2.3 CW is committed to acting professionally, fairly, and with integrity in all business dealings and relationships.
- 2.4 CW has a zero-tolerance approach to corruption and bribery.

3 SCOPE OF THIS POLICY

- 3.1 This anti-corruption policy applies to all employees (whether temporary, fixed-term, or permanent), consultants, contractors, interns and seconded staff.
- 3.2 The policy also applies to Board, and/or Committee members at any level.
- 3.3 In the context of this policy, third-party refers to any individual or organisation that Corruption Watch meets and works with. It refers to actual and potential clients, suppliers, distributors, business contacts, agents, advisers, and government and public bodies – this includes their advisors, representatives and officials, politicians, and public parties.

4 AUTHORITY AND RESPONSIBILITY

- 4.1 The Finance Manager is the compliance officer for CW and will provide guidance and advice to staff as well as scrutinise transactions and contracts to ensure that there is no contravention of the policy in any way.
- 4.2 All new employees will be asked to sign this policy when finalising their employment contract and are responsible for adhering to it. It is the responsibility of all employees to read, understand and comply with this policy.
- 4.3 Employees are responsible for the prevention, detection, and reporting of bribery and other forms of corruption. They are required to avoid any activities that could lead to, or imply, a breach of this anti-corruption policy.

- 4.4 If employees have reason to believe or suspect that an instance of bribery or corruption that breaches this policy has occurred or will occur in the future, they must notify the Finance Manager at CW. If they believe the Finance Manager may be implicated in the corruption, they must notify the Executive Director, or the Chair of the Board.
- 4.5 If any employee breaches this policy, they will face disciplinary action and could face dismissal for gross misconduct.
- 4.6 All board members will be asked to sign this policy when accepting their appointment to the board and are responsible for adhering to it.
- 4.7 The Finance Manager is responsible for ensuring that employees receive training and guidance on this policy, and that it is communicated to all those listed in section three above, to whom it applies.
- 4.8 The Finance Manager is responsible for ensuring that records are kept in line with the requirements of this policy and the law.

5 RISK OF CORRUPTION

The areas where CW faces a risk of corrupt activities include the following:

- 5.1 Attempts to influence investigations
 - 5.2 Attempts to influence decision making, including policies and the awarding of contracts
 - 5.3 Procurement decisions
 - 5.4 Recruitment and hiring decisions
 - 5.5 Bureaucratic processes such as applying for visas, licences and permits
 - 5.6 Accepting funds from parties seeking to influence or “capture” the organisation for their own ends.
- 6.5. The mechanism of influence could include any of the following corrupt acts:
- 6.5.1. Bribery
 - 6.5.2. Gifts and hospitality - which may be intended to influence decisions
 - 6.5.3. Being asked to pay facilitation fees or being offered kick backs
 - 6.5.4. Threats or blackmail
 - 6.5.5. The provision of false information to secure tenders

6 GUIDELINES – CONTRACTING

- 6.1 Any contracts that CW makes will include specific anti-bribery clauses.
- 6.2 All arrangements CW makes with a third party will be subject to clear contractual terms, which include a requirement of the third party to comply with minimum standards and procedures relating to anti-bribery and corruption.

- 6.3 All contracts will be awarded in line with CW's procurement policy, which sets out the appropriate process to follow.
- 6.4 If a contract is awarded based on false information which later comes to light, that contract should be voided, and any criminal offence will be reported to the appropriate authority.

7. GUIDELINES - BRIBERY

- 7.1. Bribery is defined as the offering, promising, giving, accepting or soliciting of something of value or an advantage as an inducement for an action which is illegal, unethical or a breach of trust. This covers active bribery' whereby an employee of the company offers, promises or gives an advantage, and 'passive bribery' which is when an employee requests, agrees to receive or accepts an advantage. Bribery may be used to influence a decision for example to gain commercial, contractual, regulatory or personal advantage, or to avoid prosecution. Bribes could be offered in the form of money, gifts, loans, tickets, entertainment or free services (such as travel, hotels, and holidays).
- 7.2. Bribery is not limited to the act of offering a bribe. If an individual is on the receiving end of a bribe and accepts it, they are also engaging in bribery.
- 7.3. CW employees will not engage in any form of bribery, whether it be directly, passively, or through a third party (such as an agent or distributor).
 - 7.3.1. They will not bribe any public officer.
 - 7.3.2. They must not accept bribes in any degree and if they are uncertain about whether something is a bribe or a gift or act of hospitality, they must seek further advice from their manager or the Finance Manager.

8. GUIDELINES – GIFTS AND HOSPITALITY

- 8.1. CW accepts normal and appropriate gestures of hospitality and goodwill (whether given to/received from third parties) so long as the giving or receiving of gifts meets the following requirements:
 - 8.1.1. It is not made with the intention of influencing the party to whom it is being given, to obtain or reward the retention of a business or a business advantage, or as an explicit or implicit exchange for favours or benefits.
 - 8.1.2. It is not made with the suggestion that a return favour is expected.
 - 8.1.3. It complies with local law.
 - 8.1.4. It is given in the name of the company, not in an individual's name.

- 8.1.5. It does not include cash or a cash equivalent (e.g. a voucher or gift certificate).
 - 8.1.6. It is appropriate for the circumstances (e.g. giving small gifts around Christmas or as a small thank you to a company for helping with a large project upon completion).
 - 8.1.7. It is of an appropriate type and value and given at an appropriate time, taking into account the reason for the gift.
 - 8.1.8. It is given/received openly, not secretly.
 - 8.1.9. It is not selectively given to a key, influential person, clearly with the intention of directly influencing them.
 - 8.1.10. It is not above a certain excessive value. As a guideline gifts should not be accepted if their value is above R500.
 - 8.1.11. It is not offered to, or accepted from, a government official or representative, or politician or political party.
 - 8.1.12. Where it is inappropriate to decline the offer of a gift (i.e. when meeting with an individual of a certain religion/culture who may take offence), the gift may be accepted so long as it is declared to the Finance Manager, who will assess the circumstances.
- 8.2. CW recognises that the practice of giving and receiving business gifts varies between countries, regions, cultures, and religions, so definitions of what is acceptable and not acceptable will inevitably differ for each.
- 8.3. As good practice, gifts given and received should always be disclosed to the Finance Manager. Gifts from suppliers should always be disclosed.
- 8.4. The intention behind a gift being given/received should always be considered. If there is any uncertainty, the advice of the Finance Manager should be sought.
- 8.5. Any gifts deemed improper or inappropriate (e.g. because of their cost) must be discussed with the Finance Manager and may be returned to the giver with an explanation of CW's policy.

9. GUIDELINES - FACILITATION PAYMENTS AND KICK-BACKS

- 9.1. These are bribes and are usually small unofficial payments made to secure or expedite the performance of a routine or necessary action to which the payer of the facilitation payment has legal or other entitlement. A kick-back is a fee paid for facilitation.

- 9.2. CW will not accept and will not make any form of facilitation payments of any nature. We recognise that facilitation payments are a form of bribery that involves expediting or facilitating the performance of a public official for a routine governmental action, such as the issuing of licences, travel documents and other official documents.
- 9.3. CW does not allow kickbacks to be made or accepted. We recognise that kickbacks are typically made in exchange for a business favour or advantage.
- 9.4. CW recognises that, despite its strict policy on facilitation payments and kickbacks, employees may face a situation where avoiding a facilitation payment or kickback may put their/their family's personal security at risk. Under these circumstances, the following steps must be taken:
 - 9.4.1. Keep any amount to the minimum.
 - 9.4.2. Ask for a receipt, detailing the amount and reason for the payment.
 - 9.4.3. Create a record concerning the payment.
 - 9.4.4. Report this incident to the Finance Manager.

10. GUIDELINES – FEES RECEIVED

- 10.1. All fees earned by CW employees, in the course of their work for CW, such as conference speaking fees or fees for writing journal or other articles, will be paid over to CW.
- 10.2. All gifts given to CW employees as thanks for speaking at conferences, or facilitating sessions or workshops, must be declared to the employee's line manager.
- 10.3. Any gifts deemed improper or inappropriate (e.g. because of their cost) must be discussed with the line manager and may be returned to the giver.

11. GUIDELINES – CONFLICT OF INTEREST

- 11.1. Conflicts of interest arise when an employee's private interest may be in conflict with the interest of the organisation or improperly influence the decisions of the organisation. This can arise because of the employee's membership in another organisation, involvement in an organisation, or relationship with a potential or actual beneficiary, donor, supplier or competitor. The relationship could include a family relationship or friendship.
- 11.2. Conflicting interests may arise particularly (but not only) in the following areas:
 - 11.2.1. Procurement of goods and services

- 11.2.2. Recruitment of interns and employees
 - 11.2.3. Relationships with reporters, media workers and politicians, and other decision makers and influencers
 - 11.2.4. Being part of organisations that do similar work, or that compete with CW e.g. for funding, contracts or access to beneficiary or other stakeholder groups.
- 11.3. CW will require all managers and board members to record their interests in a register of interests. This includes membership of other organisations, board positions and directorships, business interests and the like. They will be asked to update this on an annual basis.
- 11.4. CW will require all staff to declare any business interests, and any work they do for other organisations or businesses outside of CW. They will be asked to update this on an annual basis.
- 11.5. The impact of a particular conflict is related to the position of the individual concerned (e.g. as a policy or decision maker) and the sensitivity of the decision being made.
- 11.6. Dealing with conflicts of interest:
- 11.6.1. Employees will avoid conflicts of interest as far as possible.
 - 11.6.2. Where a conflict of interest exists, the employee will report it to their line manager, who will discuss it with the Finance Manager to determine the correct way to handle it.
 - 11.6.3. Depending on the possible impact of the conflict, the correct response could be one of the following:
 - 11.6.3.1. Remaining vigilant about the possible conflict and its impact on the organisation;
 - 11.6.3.2. Recusing the conflicted person from decisions which may be influenced by personal interests;
 - 11.6.3.3. Changing where the conflicted person works in the organisation; and
 - 11.6.3.4. Resigning from the organisation.

12. GUIDELINES - POLITICAL CONTRIBUTIONS

CW will not make donations, whether in cash, kind, or by any other means, to support any political party or candidate as this may be interpreted as an attempt to gain improper influence or advantage.

13. GUIDELINES - DONATIONS

CW accepts (and indeed encourages) the act of donating to charities and non-profit organisations – whether through services, knowledge, time, or direct financial contributions (cash or otherwise) – and will disclose all such contributions it makes.

14. GUIDELINES – THREATS AND BLACKMAIL

Threats and blackmail may be used to influence decisions or investigations. In seeking to avoid or respond to threats or blackmail, CW members will:

- 14.1. consider any leverage that a blackmailer could have against them, such as sexual orientation, health issues, or other issues, and how they could avoid this being used against them, for example by disclosing the issue to their line manager, the Finance Manager, or the Executive Director.
- 14.2. Consider whether there is really a ground for the blackmail and whether the blackmail is really damaging and is it plausible, and considering whether the advantage of the blackmailer could be removed by disclosing the information voluntarily.
- 14.3. If possible, the employees should discuss the threat of, or actual blackmail with a manager or the ED. If the CW member does not feel this is possible, they should consult a lawyer for advice before taking any action.

15. RAISING A CONCERN

- 15.1. If you suspect that there is an instance of bribery or corrupt activity occurring in relation to CW, you are encouraged to raise your concerns at as early a stage as possible. If you're uncertain about whether a certain action or behaviour can be considered bribery or corruption, you should speak to your line manager, the Finance Manager, or the Executive Director.
- 15.2. You must tell your manager as soon as possible, if you are offered a bribe by anyone, if you are asked to make one, if you suspect that you may be bribed or asked to make a bribe in the near future, or if you have reason to believe that you are a victim of another corrupt activity.
- 15.3. If you refuse to accept or offer a bribe or you report a concern relating to potential act(s) of bribery or corruption, CW understands that you may feel worried about potential repercussions. CW will support anyone who raises concerns in good faith under this policy, even if an investigation finds that they were mistaken.
- 15.4. CW will ensure that no one suffers any detrimental treatment as a result of refusing to accept or offer a bribe or engage in other corrupt activities, or because they reported a concern relating to potential act(s) of bribery or corruption.

15.5. If you have reason to believe that you have been subjected to unjust treatment because of a concern or refusal to accept a bribe, you should inform your line manager or the Finance Manager immediately.

16. SANCTIONS

Any employee who contravenes this policy will be deemed to have committed a serious misconduct, and will face a disciplinary inquiry.

17. RECORD KEEPING

CW will declare and keep a written record of the amount and reason for hospitality or gifts accepted and given, and understand that gifts and acts of hospitality are subject to managerial review.

18. MONITORING AND REVIEWING

18.1. The Finance Manager is responsible for monitoring the effectiveness of this policy and will review the implementation of it on a regular basis. He will assess its suitability, adequacy, and effectiveness.

18.2. Internal control systems and procedures designed to prevent bribery and corruption will be subject to regular audits to ensure that they are effective in practice.

18.3. Any need for improvements will be applied as soon as possible.

18.4. Employees are encouraged to offer their feedback on this policy if they have any suggestions for how it may be improved. Feedback of this nature should be addressed to the Finance Manager.

18.5. This policy does not form part of an employee's contract of employment and CW may amend it at any time to improve its effectiveness in combatting bribery and corruption.

SECTION Eighteen:Field Investigation Travel Policy

1. TRAVEL WITHIN SOUTH AFRICA

- 1.1. The following expenses will be paid by CORRUPTION WATCH (“CW”) when employees are required to travel to conduct field investigations. These expenses will only be paid if the travel has been authorized by the employee’s Head of Department and the Finance Manager.
- 1.2. Use of own motor vehicle
 - 1.2.1. Employees must use their own vehicles to travel distances of less than 100kms from the CW Johannesburg office. This travel will be reimbursed at the SARS per kilometre rate, which covers fuel and running costs, and which is revised annually.
 - 1.2.2. Where the employee is required to travel more than 100kms, the employee may elect either to use his / her own vehicle, and will be reimbursed at the SARS per kilometre rate, or may use a hire car using the process set out in clause 4 below.
 - 1.2.3. Employees who use their own vehicle for work purposes must ensure that the vehicle is adequately insured and kept in a roadworthy condition and that he employee has a valid driver’s licence.
 - 1.2.4. CW will not be liable for any other costs arising from whatever cause including, but not limited to, damage, civil, delictual or criminal liability.

2. ACCOMMODATION AND SUBSISTENCE

- 2.1. Accommodation (bed only) in a three-star hotel / bed and breakfast will be booked by the Finance Manager or his / her delegate who shall have the sole discretion in choosing the hotel / bed and breakfast.
- 2.2. The employee will be required to provide a written request to the delegate at least 48 hours in advance of the planned accommodation requirement.
- 2.3. CW will pay a subsistence allowance of R250.00 per day to cover meals and beverages. This allowance will only be paid when the employee is required to be out of town overnight. All other expenses will be for the employee’s own account.
- 2.4. Employees staying with family and friends while away from home on CW business, are entitled to claim a Hospitality Allowance of R75 per night. This money may be used to

buy the host family a present, take the family out for a meal, or if it seems the best option, give the family the cash as a gift. The employee must give CW with receipts for the expenditure.

3. AIR TRAVEL

- 3.1. If an employee is required to travel by air, an application for air travel must be made to the Finance Manager and will be booked by him / her or his / her delegate. The application must be made at least one week in advance of the planned travel date.
- 3.2. The cheapest carrier available at the time of booking will be used. CW has no carrier preference. Frequent flier arrangements will not be a consideration.
- 3.3. Where frequent flier arrangements are available from a carrier, CW will attempt to get a group arrangement. Only if this is not possible will the flight be credited to an individual's frequent flier number.

4. CAR HIRE

- 4.1. If car hire is required, an application must be made to the Finance Manager and will be booked by him / her or his / her delegate at least 48 hours in advance of the planned travel date.
- 4.2. Where CW has a corporate agreement with a car hire firm, this company will be used for all car hire, whether for an individual, group.
- 4.3. Car hire will normally be at the cheapest rate. Where a long distance has to be travelled, or a group of people have to be transported, the appropriate and most economic level of vehicle will be hired.
- 4.4. The registered driver will be responsible for any excess payments for damages caused during the hire period, unless these are covered by an insurer or are shown to be no fault of the driver.

5. FOOD AND BEVERAGE ALLOWANCE FOR SOURCES

- 5.1. Certain CW employees (investigators, journalists and legal team) may, from time to time, have to provide refreshments to reporters, sources and other persons with whom they interact as part of an investigation.
- 5.2. These employees may be allocated a monthly budget for this purpose, as agreed with their line manager in consultation with the Finance Manager, and which will be reviewed from time to time.

- 5.3. Amounts up to the budgeted amount will be reimbursed to the employee on presentation of a properly completed claim form together with original receipts, which must be approved by the line manager.
- 5.4. Should the employee need to spend more than their budgeted amount on a monthly basis, prior approval from their line manager must be obtained.
- 5.5. Amounts in excess of the budget which have not been pre-approved by the line manager, will not be reimbursed.

SECTION Nineteen: Other Travel Policy

1. TRAVEL WITHIN SOUTH AFRICA

The following expenses will be paid by CORRUPTION WATCH (“CW”) when employees are required to travel on CW business or to attend conferences or training events authorized and agreed to by CW. These expenses will only be paid if the travel has been authorised by the Finance Manager.

1.1. Use of own motor vehicle

- 1.1.1. Employees must use their own vehicles to travel distances of less than 100kms from the CW Johannesburg office. This travel will be reimbursed at the SARS per kilometre rate, which covers fuel and running costs, and which is revised annually.
- 1.1.2. Where the employee is required to travel more than 100kms, the employee may elect either to use his / her own vehicle, and will be reimbursed at the SARS per kilometre rate, or may use a hire car using the process set out in 11.8.5 below.
- 1.1.3. Employees who use their own vehicle for work purposes must ensure that the vehicle is adequately insured and kept in a roadworthy condition and that the employee has a valid driver’s licence.
- 1.1.4. CW will not be liable for any other costs arising from whatever cause including, but not limited to, damage, civil, delictual or criminal liability.

1.2. Accommodation and Subsistence

- 1.2.1. Accommodation (bed only) in a three-star hotel / bed and breakfast will be booked by the Finance Manager or his / her delegate who shall have the sole discretion in choosing the hotel / bed and breakfast.
- 1.2.2. The employee will be required to provide a written request to the Finance Manager at least 48 hours in advance of the planned accommodation requirement.
- 1.2.3. CW will pay a subsistence allowance of R250.00 per day to cover meals and beverages. This allowance will only be paid when the employee is required to be out of town overnight. All other expenses will be for the employee’s own account.

- 1.2.4. Employees staying with family and friends while away from home on CW business, are entitled to claim a Hospitality Allowance of R75 per night. This money may be used to buy the host family a present, take the family out for a meal, or if it seems the best option, give the family the cash as a gift. The employee must give CW with receipts for the expenditure.

1.3. Air Travel

- 1.3.1. If an employee is required to travel by air, an application for air travel must be made to the Finance Manager and will be booked by him / her or his / her delegate. The application must be made at least one week in advance of the planned travel date.
- 1.3.2. The cheapest carrier available at the time of booking will be used. CW has no carrier preference. Frequent flier arrangements will not be a consideration.
- 1.3.3. Where frequent flier arrangements are available from a carrier, CW will attempt to get a group arrangement. Only if this is not possible will the flight be credited to an individual's frequent flier number.

2. CAR HIRE

- 2.1. If car hire is required, an application must be made to the Finance Manager and will be booked by him / her or his / her delegate at least 48 hours in advance of the planned travel date.
- 2.2. Where CW has a corporate agreement with a car hire firm, this company will be used for all car hire, whether for an individual, group.
- 2.3. Car hire will normally be at the cheapest rate. Where a long distance has to be travelled, or a group of people have to be transported, the appropriate and most economic level of vehicle will be hired.
- 2.4. The registered driver will be responsible for any excess payments for damages caused during the hire period, unless these are covered by an insurer or are shown to be no fault of the driver.

3. TRAVEL OUTSIDE SOUTH AFRICA

- 3.1. When employees are required to travel on CW business or to attend conferences or training events authorized and agreed to by CW outside South Africa, the employee will be required to present a proposal for approval by the Executive Director for discussion.
- 3.2. The proposal should include the following information:

- 3.2.1. The purpose of the visit;
- 3.2.2. Whether the employee is travelling at the invitation of another organisation or institution, in which event proof of the invitation must be submitted;
- 3.2.3. The extent to which CW will benefit from the visit;
- 3.2.4. The country being visited;
- 3.2.5. Costs covered by host and costs required from CW (including road / air travel; accommodation; meals);
- 3.2.6. The per diem required.

4. ENTERTAINMENT

- 4.1. CW managers may, from time to time, have to provide refreshments to persons with whom they interact as part of the course of business.
- 4.2. Amounts will be reimbursed to the employee on presentation of a properly completed claim form together with original receipts, which must be approved by the Executive Director.

APPENDIX ONE: Disciplinary Policy and Procedure

1. PREAMBLE

- 1.1. Corruption Watch (“the employer”) and the staff member agree that the disciplinary procedure is essential for the successful and harmonious operation of the employer’s business and the fair treatment of individual employees.
- 1.2. The contravention of the employer’s rules will be dealt with in accordance with this disciplinary procedure.
- 1.3. The primary objective of the disciplinary procedure is to initiate corrective action where work performance is unsatisfactory, or the employee’s behaviour is unacceptable.
- 1.4. An employee is entitled to be represented by a fellow employee when being disciplined.

2. WHEN DISCIPLINARY MEASURES WILL BE INVOKED

- 2.1. When an employee’s immediate superior is satisfied on a balance or probability that the employee is guilty of misconduct because:
- 2.2. the employee has contravened a rule or standard regulating conduct in, or of relevance to, the workplace; and
- 2.3. if a rule or standard was contravened:
 - 2.3.1. the rule was a valid or reasonable rule or standard;
 - 2.3.2. the employee was aware, or could reasonably be expected to have been aware, of the rule or standard;
 - 2.3.3. other employees who have contravened the rule or standard have been disciplined (i.e. the rule has been consistently applied);
- 2.4. the employee’s immediate superior may invoke the disciplinary procedure and disciplinary measures detailed below.
- 2.5. If the Executive Director is accused of misconduct, the Board will be responsible for taking disciplinary action following this Disciplinary Policy and Procedure.

3. DISCIPLINARY MEASURES

3.1. There are five types of disciplinary action which may be taken against an employee, which will depend on the nature and seriousness of the disciplinary infraction, the circumstances thereof and any other relevant consideration. The four types of disciplinary action are as follows.

3.1.1. Verbal Warning;

3.1.2. Written Warning

3.1.3. Final Written Warning

3.1.4. Dismissal (with or without notice)

3.1.5. Suspension without pay (by agreement and as an alternative to dismissal in exceptional circumstances)

3.2. In order to determine which action is appropriate, the employee's immediate superior must take the following into account.

3.2.1. The seriousness of the misconduct (using **Annexure A** as a guideline)

3.2.2. The impact that the misconduct has on the business of CW

3.2.3. The impact that the misconduct has on the reputation of CW

3.3. Verbal Warnings

3.3.1. Where, in the opinion of the employee's immediate superior the employee is guilty of misconduct as provided for in Clause 2.1 above, but the misconduct does not warrant a written warning, a final written warning or dismissal the employee's immediate superior must schedule a meeting with the employee and, at the meeting:

3.3.1.1. Describe the misconduct and the evidence which has led to the employee's immediate superior coming to a decision that the employee is guilty of misconduct;

3.3.1.2. Give the employee an opportunity to respond to the allegations;

3.3.1.3. If, despite the employee's response, the employee's immediate superior is still convinced that the employee is guilty of misconduct, he / she shall verbally warn the employee that if he / she continues to behave in the same manner more severe disciplinary action will be taken against him / her.

- 3.3.2. The fact that the employee has received a verbal warning will be recorded on the employee's personal file and may be used, if necessary, as an aggravating factor should the employee be subjected to further disciplinary action for the same or similar offence, in future.

3.4. Written and Final Written Warnings

- 3.4.1. Where, in the opinion of the employee's immediate superior, the employee is guilty of misconduct as provided for in Clause 2.1 above, and the misconduct is serious enough to warrant a written or final written warning but not serious enough to warrant dismissal having regard to the list of serious offences as per **Annexure A** below), the employee's immediate superior must schedule a meeting with the employee and, at the meeting:

- 3.4.1.1. Describe the misconduct and the evidence which has led to the employee's immediate superior coming to a decision that the employee is guilty of misconduct;

- 3.4.1.2. Give the employee an opportunity to respond to the allegations;

- 3.4.1.3. In the presence of a witness, issue the employee with a written or final written warning if, despite the employee's response, the employee's immediate superior is still convinced that the employee is guilty of misconduct and that the misconduct is serious enough to warrant a written or final written warning (**Annexure B**)

- 3.4.1.4. The employee must sign the warning, which will signify confirmation by the employee of receipt of the written warning.

- 3.4.1.5. Should the employee refuse to sign the warning, the witness who is present must sign the warning to confirm that the warning has been issued to the employee who refused to sign it.

- 3.4.2. A copy of the written warning must be handed to the employee and the original must be placed on the employee's personal file and may be used, if necessary, as an aggravating factor should the employee be subjected to further disciplinary action for the same or similar offence, in future.

- 3.4.3. The employee may, within 48 hours after the date of issue of the written warning, lodge a written appeal with the Executive Director against the written warning. Specific reasons for the appeal should be furnished in the letter.

- 3.4.4. The Executive Director will review the disciplinary action within three days of the date of receipt of the written appeal. The Executive Director is entitled to consult with the various parties concerned, prior to reaching a decision

either to uphold or to overrule the disciplinary action taken against the employee.

3.5. Dismissal

- 3.5.1. If within twelve months, subsequent to the issuing of a final written warning the employee's immediate superior is satisfied, after a thorough investigation, that:
 - 3.5.1.1. the employee is guilty of the same or similar misconduct (as provided for in Clause 2.1) for which he / she received the final written warning; or
 - 3.5.1.2. having regard to **Annexure A**, the offence may require the dismissal of the employee;
- 3.5.2. then the employee's immediate superior shall convene a formal enquiry on the employer's premises during working hours as per the procedure set out in Clause 5.

4. SUSPENSION OF THE EMPLOYEE PRIOR TO THE ENQUIRY

- 4.1. If the misconduct warrants the dismissal of the employee; and / or
 - 4.1.1. The employee's immediate superior had reason to believe that:
 - 4.1.2. The employee may interfere with witnesses or the investigation into the misconduct;
 - 4.1.3. The employee may tamper with the evidence;
 - 4.1.4. The employee may repeat the same offence prior to the enquiry;
 - 4.1.5. The employee's presence on the premises prior to the enquiry may be disruptive;
 - 4.1.6. The employee's present on the premises may be a threat to his own safety or the safety of others
 - 4.1.7. the employee's immediate superior may suspend the employee on full pay by handing him / her a copy of the suspension letter (**Annexure C**) for a maximum of sixty days or until the conclusion of the enquiry whichever is the shorter
- 4.2. The employee must be advised that he / she may make written representations to the Executive Director as to why he / she should not be suspended. Such representation must reach the Executive Director within 24 hours of the suspension.

- 4.3. If the Executive Director decides that the suspension of the employee is unfair, he / she shall immediately inform the employee who shall return to work forthwith.
- 4.4. If the employee's immediate superior is not ready to proceed with the enquiry within 60 days of the enquiry, he / she must make written representation to the Executive Director who will either convene the hearing or extend the 60-day period.

5. PROCEDURE PRIOR TO THE ENQUIRY

5.1. Notice to Attend the Enquiry

- 5.1.1. Not more than 60 days after the employee's immediate superior is aware of the misconduct (or such longer period as the Executive Director may decide) and at least 72 hours before the enquiry, the employee's immediate superior shall complete the Notice to Attend the Enquiry (**Annexure D**) and, in the presence of a witness, read the notice to the employee and hand a copy of the notice to the employee who must signify receipt thereof.
- 5.1.2. Should the employee refuse to sign receipt of the notice, the witness who is present must sign the notice to the effect that the notice has been read to the employee who has refused to sign acknowledging receipt and / or has refused to accept it.

5.2. Appointment of the Chairperson

- 5.2.1. The Executive Director must appoint a competent, independent person to chair the enquiry. Should this person be an employee, then he/she must be of a higher grade than both the employee's immediate superior and the employee and his / her representative.

5.3. Appointment of the Employer's Representative

- 5.3.1. The employee's immediate superior will present the case against the employee to the chairperson on behalf of the employer by means of witnesses and any other evidence which is admissible in law.

5.4. Appointment of the Employee's Representative

- 5.4.1. The employee may present his / her own case to the chairperson by means of witnesses and any other evidence which is admissible in law or he / she may appoint a representative from amongst his / her fellow employees to do so.

5.5. Appointment of Legal Representatives

5.5.1. Should either the employer or the employee require a legal representative to present their case, they shall make and motivate such a request to the chairperson at the beginning of the hearing and the chairperson shall make a ruling having regard to the following factors:

5.5.1.1. The complexity of the case;

5.5.1.2. Whether any questions of law will have to be decided;

5.5.1.3. The comparative ability of the parties to present their cases.

6. PROCEDURE DURING THE ENQUIRY

6.1. The chairperson shall open the proceedings and welcome all present.

6.2. The chairperson shall confirm that:

6.2.1. The employee needs / does not need an interpreter;

6.2.2. The employee has had sufficient time to prepare;

6.2.3. The employee wishes to represent him/herself or is satisfied with his / her representation.

6.2.4. The employee is aware that he / she or his / her representative is entitled to cross-examine the employee's witnesses after they have given their evidence;

6.2.5. The employee is entitled to call his / her own witnesses and has been given the necessary assistance to ensure that his/her own witnesses are present;

6.2.6. If found guilty, the employee is entitled to lead evidence in mitigation of sanction.

6.3. Both party's representatives shall make an opening statement and table any documentary evidence which they wish to tender as evidence.

6.4. The employer's representative will call each of his / her witnesses one-by-one.

6.5. Each of these witnesses shall give their evidence and then be cross-examined by the employee or his / her representative.

6.6. The employer's representative will have the right to re-examine the witness.

6.7. Once all the employer's witnesses have been heard in this manner, the employee will present his / her witnesses and they will be dealt with in the same manner.

- 6.8. At the conclusion of the employee's case, both parties will make a closing statement and the chairperson(s) shall then rule on whether or not the employee, on the balance of probabilities, committed the offence(s) with which the employee was charged. The chairperson may make the ruling immediately or he/she can adjourn the proceedings for a maximum of three working days and then make the ruling.
- 6.9. In the event of the employee being found guilty of the offence(s), the employee shall then be afforded an opportunity to lead any relevant evidence in mitigation of sanction, which may include leading witnesses, submission of documents and/or addressing the formal disciplinary enquiry in person.
- 6.10. The employer's representative will then be afforded an opportunity to respond to the employee's mitigating arguments and evidence and, if he/she so wishes, to lead evidence in aggravation of sentence, which may similarly take the form of witnesses and/or documentary evidence.
- 6.11. The chairperson shall then, in his/her sole discretion, determine an appropriate sanction, having regard to the Schedule of Offences listed below. The chairperson may make this determination immediately or he/she can adjourn the proceedings for a maximum of three working days and then make the ruling.
- 6.12. Should the chairperson decide that the employee should be dismissed but that there are exceptional circumstances present which indicate to the chairperson that the trust relationship between the employee and the employer has not broken down irretrievably, the chairperson may, in his/her discretion, afford the employee the option of being suspended without pay for a period to be determined by the chairperson, in addition to a written or final written warning.
- 6.13. Should the employee opt for suspension without pay, he/she will sign a written agreement of acceptance of suspension without pay.
- 6.14. In the event of a dismissal, the chairperson must advise the employee of his / her right to appeal and, if he / she is dissatisfied with the outcome of the appeal, to refer his / her dispute in this regard to the Commission for Conciliation Mediation and Arbitration.
- 6.15. The chairperson's findings on guilt and sanction shall be committed to writing and a copy shall be given to the employee.
- 6.16. The chairperson will ensure that a record of proceedings is kept in the form of a minute. A copy of the minute shall be available to the employee on request.
- 6.17. The chairperson shall further ensure that the hearing is conducted strictly in compliance with the above procedure and in compliance with any additional criteria laid down by the Labour Court from time to time.

7. APPEAL AGAINST DISMISSAL

- 7.1. The employee may within five working days from his/her dismissal lodge a written appeal, together with the minute of the formal enquiry and the chairperson's findings on guilt and sanction with the Executive Director.
- 7.2. The written appeal must contain specific reasons for the appeal which may be against the finding of guilt and/ or the determination of the sanction and/or the fairness of the procedure followed.
- 7.3. The Executive Director shall, within five days of receipt of the written appeal, the copy of the minute and the chairperson's written finding make a decision regarding the appeal and convey his / her decision to the employee.
- 7.4. If the Executive Director rules that the employee is to be reinstated, the employee will be deemed to have been suspended with pay from the date of his / her dismissal to the date on which the ruling is received by the employee and such reinstatement shall be regarded as unbroken service and recompense the employee for the suspended period.

8. SEARCHES AND POLYGRAPHS

- 8.1. By signing this policy and procedure, the employee agrees that:
- 8.2. he / she or any container in the possession of an employee, or any vehicle driven by him/her, when he/she enters or leaves the grounds of the employer, may be searched;
 - 8.2.1. he / she will undergo a polygraph test if requested to do so.
 - 8.2.2. Any refusal in this regard will be regarded as a serious, dismissible offence.

9. ALCOHOL AND DRUGS

- 9.1. By signing this policy and procedure, the employee agrees that he / she may be subjected to an alcohol test from time to time.
- 9.2. Any refusal in this regard will be regarded as a serious, dismissible offence.
- 9.3. An employee will be deemed to be under the influence of alcohol if:
- 9.4. If there is a measurement of 0.04 /100 ml and above after being tested on an alcohol meter: and / or
 - 9.4.1. There is sufficient sensory evidence (red eyes, breath smelling of alcohol, uncoordinated behaviour); or
 - 9.4.2. The employee refuses to take an alcohol test; or
 - 9.4.3. The employee consumes alcohol whilst on company premises and on duty.

- 9.5. In the event of the employee being deemed to be under the influence of alcohol or drugs, the employee's immediate superior must:
 - 9.5.1. Immediately send the employee home;
 - 9.5.2. Convene a meeting with the employee for the following day;
 - 9.5.3. At the meeting attempt to establish the reason for the intoxication.
- 9.6. If the employee admits or if it is probable that the employee is addicted to drugs or alcohol to the extent that it affects his / her ability to work, he/she shall be subject to such medical tests as may be necessary to determine his/her condition and appropriate remedial action should be taken. Such remedial action could include, if possible and appropriate, giving the employee unpaid leave as prescribed by a medical practitioner, in order for him / her to rehabilitate them.
- 9.7. Should the reason for the intoxication relate to any other reason and / or if the employee refuses to admit that he / she is addicted to alcohol or drugs when, in the opinion of his / her immediate superior, it is more than likely that they are so addicted, it will be treated to a serious dismissible offence and a disciplinary enquiry must be convened. The reasons for the intoxication will be taken into account for the purposes of sanction.
- 9.8. Some indications that an employee is addicted to alcohol and / or drugs are the following:
 - 9.8.1. Coming to work under the influence of alcohol and / or drugs;
 - 9.8.2. Consuming alcohol or taking drugs whilst on duty;
 - 9.8.3. Regular absence on a Monday and / or the day after a public holiday and / or the day after pay-day.

Annexure A: Serious Offences Warranting Dismissal for A First Offence

The following describes acts of misconduct which CW considers so serious as to warrant dismissal for a first offence and is meant to act as a guideline

The list of offences is not exhaustive. Dismissal may be the appropriate sanction for offences not listed if, at the time of its contravention, the employee was aware that he / she could be dismissed if he / she commits such an offence and, that the offence is serious enough to warrant dismissal for a first offence.

Generally, in order to ensure consistency, dismissal for the offences listed should follow unless there are strong mitigating factors present, in which case a less harsh sanction than dismissal can be imposed.

- Using offensive or abusive language to clients or customers
- Intimidation / sexual harassment of any person
- Using alcohol or drugs on duty (in the case of drugs, without valid prescription)
- Fraud, falsification of records, bribery or corruption
- Unauthorised possession of employer property or property of co-workers
- Theft
- Intimidation
- Assault
- Gross Insubordination
- Gross Negligence
- Any negligent or intentional breach of CW processes and procedures that results in reporter, source or any other personal information being divulged to anyone other than CW employees who are entitled to access to such information to perform their work.
- Any negligent or intentional breach of CW's Information Security policy and procedure that results in loss of report and related information of any kind.

WRITTEN / FINAL WRITTEN WARNING

Surname and Initials:

Date of Meeting:

Date of Written / Final Written Warning:

Nature of Misconduct: *(Description of Misconduct, Include details of date time and place)*

.....

.....

.....

.....

Employees' Response to Allegation: *(Give a short summary of the response)*

.....

.....
.....
.....

Decision: Written Warning / Final Written Warning

(Delete whichever is inapplicable)

.....

Name and Surname of Immediate Superior

Signature of Immediate Superior

.....

Name and Surname of Employee

Signature of Employee

.....

Name and Surname of Representative

Signature of Representative

(If present)

Should the employee refuse to sign, signature of a witness that this has been communicated to the employee verbally.

.....

Name and Surname of Witness

Signature of Witness

Annexure C: Notification of Suspension

To:

Name of Employee

Date on which this Notice was given to employee

You are hereby notified that you will be suspended from work pending the conclusion of an investigation and/or the outcome of a disciplinary enquiry related to an incident of misconduct. Your suspension from work will be on full pay.

During your suspension, you may not enter the premises or communicate with any employee, unless authorised by

Name of immediate superior

Please be advised that you are entitled to make a written representation, within 24 hours of receipt of this notification, to the Executive Director as to why you believe your suspension is unfair. For this purpose, only you may, if you wish, enter the premises to hand-deliver the representation to Corruption Watch's receptionist.

.....

Name and Surname of Immediate Superior

Signature of Immediate Superior

.....

Name and Surname of Employee

Signature of Employee

.....

Name and Surname of Representative

Signature of Representative

(If present)

Should the employee refuse to sign, signature of a witness that this has been communicated to the employee verbally.

.....

Name and Surname of Witness

Signature of Witness

Annexure D: Summons to Attend A Disciplinary Enquiry

TO:

Name of Employee

1. You are hereby given a notice to attend a disciplinary enquiry, the details of which are as follows.

Date:.....

Time:

Venue:.....

Presiding officer:

Please note that if you or your representative fail to appear at the enquiry without good reason, the disciplinary enquiry may be held in your absence.

2. You are charged with misconduct in that:

.....
.....

3. You are reminded that you have, amongst others, the following rights

- the right to be told the nature of the alleged misconduct;
- the right to have the enquiry take place timeously;
- the right to be given adequate notice prior to the enquiry;
- the right to internal representation (from your unit);
- the right to call witnesses;
- the right to cross-examine the company's witnesses;

- the right to an interpreter;
- the right to be heard in respect of guilt/innocence as well as the appropriate sanction, if you are found guilty;

- the right to be advised of the sanction imposed, if you are found guilty.

4. It is your responsibility to inform your representative as well as your witnesses of the time and place of the enquiry and to inform your immediate superior timeously if you require an interpreter.

If you have any queries, you may contact

.....

Name and Surname of Immediate Superior

Signature of Immediate Superior

I hereby acknowledge receipt of this notification to attend a disciplinary enquiry, and I acknowledge further that I understand fully the content of this document and the nature of my rights as an employee.

.....

Name and Surname of Employee

Signature of Employee

.....

Name and Surname of Representative

Signature of Representative

(If present)

Should the employee refuse to sign, signature of a witness that this has been communicated to the employee verbally.

.....

Name and Surname of Witness

Signature of Witness

APPENDIX TWO: Grievance Policy and Procedure

1. PURPOSE

The main purpose of the grievance procedure is to:

- 1.1. prevent and resolve conflict;
- 1.2. protect the interests of staff;
- 1.3. recognise the right of employees to express feelings of dissatisfaction;
- 1.4. Resolve problems as and when they occur.

2. PROCEDURES

2.1. Step One: Raise grievance verbally

- 2.1.1. The employee must raise the grievance verbally with his or her immediate superior, either during informal discussion or in the context of a formal interview.
- 2.1.2. In the event that the grievance is with the immediate supervisor, and the employee does not feel able to raise it with him/ her, the employee may raise it with the supervisor's line manager, the Executive Director or HR.
- 2.1.3. If the grievance is with the Executive Director, the employee may raise it with the Board Member designated to deal with employee grievances.
- 2.1.4. The immediate superior must encourage the employee to express his or her grievance openly and obtain all the relevant facts about the grievance.
- 2.1.5. The immediate superior must attempt to resolve the grievance as speedily as possible but not later than five days after the day on which the grievance was initially raised.
- 2.1.6. If an employee finds the decision of his or her immediate superior unacceptable, he or she may proceed to step two.
- 2.1.7. The immediate superior must advise the employee of his or her right to proceed to step two of the procedure.

2.2. Step Two: Written request for a Grievance Meeting

- 2.2.1. If an employee proceeds with his or her grievance, the details of the grievance must be submitted in writing to the Human Resources Manager.
- 2.2.2. The details must include the outcome of step one of the procedure as well as the desired outcome they employee wants.
- 2.2.3. The immediate superior may attach any remarks he/she wishes to make to the document and sign it before the employee forwards it to the Human Resources Manager.

2.3. Step Three: Grievance Meeting

- 2.3.1. The Human Resources Manager must convene a meeting not later than one week after the day on which he/she receives the written grievance.
- 2.3.2. The meeting is to be attended by the employee who submitted the grievance, his/her immediate superior, any other persons who are involved in and/or who the employee believes could assist in resolving the grievance and a person appointed by the Human Resources Manager to chair the meeting.
- 2.3.3. The purpose of the meeting is for the chairperson to attempt to resolve the grievance by means of a consensus-seeking process.
- 2.3.4. To this end, the chairperson will decide on the procedure to be followed which may include the making of opening statements, the calling of witnesses and the making of closing statements.
- 2.3.5. The chairperson must keep a minute of the meeting together with any correspondence related to it.
- 2.3.6. If the chairperson is unable to resolve the grievance to the satisfaction of the employee, then the employee has the right to refer the grievance to the Executive Director. Such referral must take place within two days after the conclusion of the meeting referred to above.
- 2.3.7. The chairperson must advise the employee that they have the right to refer the grievance to the Executive Director for a final decision.
- 2.3.8. The chairperson must file the original documents with the Human Resources Department who, in turn, must provide the employee and his or her immediate superior with a copy if requested to do so by the employee.

2.4. Step Four: Decision by the Executive Director

- 2.4.1. The Executive Director will decide on the matter based on the record of the previous proceedings and may request further evidence, in which case a record of the proceedings will be kept.
- 2.4.2. The Executive Director must give his or her decision within two days after the day on which the matter is referred to him or her or within two days after hearing further evidence.
- 2.4.3. A signed copy of the Executive Director's decision must be handed to the employee and his or her immediate superior.
- 2.4.4. The Executive Director must inform the employee that, if he or she is dissatisfied with his or her decision, the employee is entitled to take whatever further steps are available to him or her in law to resolve the grievance.

Annexure 1: Grievance Notification Form

Date and time:

Name of employee:

Employee staff number:

Nature of grievance:

Grievance arose on (date):

Grievance was first reported to (including informal process):

Date on which grievance was first reported:

Comments by person to whom grievance was first reported:

Further referrals of grievance:

To whom referred	Date on which referred	Signature of person referred to

Additional comments (also use back of this form):

Employee's signature

Signature of employee's
representative

APPENDIX THREE: Forms and Templates

Personal Information Form

Equipment Responsibility Form

Leave Form

Personal Information Form - Confidential

Surname or Trading Name	
First two Names	
Initials (all up to first five)	
Address	
Postal Code	
Phone Number	
Date of Birth	
Identity Number	
Passport Number (if no ID number)	
Tax Number	
Tax Directive Number (if any)	
Work Permit No. if Non-SA Citizen	
Next of Kin (Contact person in case of emergency)	
Next of Kin Contact Number	
BANK DETAILS	
Name of Bank	
Branch Code	
Branch Name	
Account number	



Equipment Responsibility Form

By signing below, I,, hereby acknowledge receipt of the following Corruption Watch equipment, and agree to abide by the prescribed general rules and regulations:

Description	Serial or ID Number	Asset Number

General Rules and Regulations

Designated employees may be issued company equipment to use for work related purposes, such as program-related events, completion of work outside of the office, and national and international official travel.

Upon receipt, employees assume full responsibility for equipment in their care until it is returned. All equipment must be returned directly to the Operations Officer. Employees will be required to sign a new form when their equipment status changes, for instance receiving, returning or replacing equipment.

Technical or maintenance problems encountered or identified by the employee should be immediately reported to the IT Officer who will be responsible for organizing repairs and other maintenance services.

Such equipment is intended for the use of Corruption Watch employees only, and employees may be held liable for expenses incurred for equipment that is lost, stolen, or damaged due to negligence, misuse or non-compliance. Employees are responsible for filing necessary office and police reports in the event of lost or damaged equipment as a result of theft, vandalism, or other criminal activity.

All equipment issued to staff remains the property of Corruption Watch, and will be inventoried by the Operations Officer or designee from time to time. Employees must return or otherwise account for such equipment when leaving Corruption Watch's employ or whenever requested. Failure to do so may result in a deduction from the employee's salary to cover the cost of loss of damage.

Employee: _____

Signature

Date

LEAVE APPLICATION FORM

CORRUPTION WATCH
Leave Application Form



Name of Employee _____

Leave Type		No. of Days	Start Date	End Date
Annual Leave	<input type="checkbox"/>			
Sick Leave	<input type="checkbox"/>			
Family Responsibility Leave	<input type="checkbox"/>			
Religious Leave	<input type="checkbox"/>			
Study Leave	<input type="checkbox"/>			
Unpaid Leave	<input type="checkbox"/>			
Other	<input type="checkbox"/>			

If other, please give reasons for leave request: _____

Employee Signature

Date

Supervisor Signature

Date

Supervisor Name

Notes:

Annual Leave: Employees can accumulate up to a maximum of 25 days leave per fiscal year. Any leave in excess of 25 days will be forfeited unless formally approved by the employee's supervisor.

Sick Leave: Employees who take more than 24 consecutive hours of sick leave may be required to provide their supervisor with proof of illness signed by a physician upon return to work.

Family Responsibility Leave: Employees are allowed 3 days Family Responsibility Leave per annum. Leave not taken will not be carried forward to the following year.

Compassionate Leave: Leave is to be taken in the event of death of an immediate family member, defines as parent, step-parent or guardian, spouse or domestic partner, child or step-child, sibling, grandparent and mother/father-in-law. Only three (3) days will be allowed.

Religious Leave: Leave can be taken for religious holidays. There is a maximum of 3 days per annum.

Unpaid Leave: Leave may only be taken only after the employee's accrued vacation leave, or sick leave, if applicable, has been depleted. Unpaid leave may only be taken upon the express written approval from the Chief of Party.