

QUALITY MANAGEMENT SYSTEM

C.1 / 2021

TITLE: PERSONNEL POLICY

COMPILED / REVIEWED BY		AUTHORISED BY	
DR AF DU TOIT		PROF CJP NIEMANDT	
Title: CHAIRPERSON ACADEMIC COMMITTEE		Title: RECTOR	
Date: 8 June 2021		Date: 16 July 2021	
			
Signatures			
Revision Record			
			Datum / Date
Previous Version Nr.	1	Last Review	21 May 2021
New Nr.	2	Approved for issue	8 June 2021
		Last review	8 June 2021



huguenote kollege

PERSONNEL POLICY

Policies, Procedures, Rules and Guidelines

COMPILED BY:
Joubert & Associates

INDEX: PERSONNEL POLICY

	PAGE NUMBER
1. INTRODUCTION	1
• Definition of a Personnel Policy • Purpose of the Personnel Policy • Employer/Employee Relationship • Management's Prerogative • Labour Relations • Contracts of Employment • Labour Relations Aspects	
2. DEFINITIONS AND ABBREVIATIONS	4
3. BACKGROUND, VISION & MISSION	7
• Background • Vision / Mission	
4. EMPLOYMENT	8
• Recruitment and Selection Procedure • Approval of Appointments • Documentation • Employment Contracts / Agreements • Probation Period • Health (Medical Examinations) • Personnel Policy • Appointment of Family Members • Child Labour • Forced Labour • Induction / Orientation	
5. WORKING HOURS	14
• Normal Working Hours • Work on Saturdays, Sundays and Public Holidays • Overtime • Meal Intervals • Adjusted Working Hours, Short Time • Absence from Work • Travel Time	

	PAGE NUMBER
6. LEAVE • Annual Leave • Sick Leave • Occupational Injuries • Maternity Leave • Family Responsibility Leave • Parental Leave • Adoption Leave • Commissioning Parental Leave • Public Holidays • Religious Holidays • Study Leave • Unpaid Leave (Special Leave)	18
7. REMUNERATION • Job Descriptions and Performance Contracts • Job Grading • Remuneration • Feedback Discussions (Performance Assessment) • Merit Assessment • Non-Guaranteed Performance Awards • Payment of Salaries • Deductions • Loans and Advances	28
8. PENSION AND MEDICAL AID FUND • Pension Fund • Medical Aid Fund	32
9. INSURANCE • Workmen's Compensation Insurance • Unemployment Insurance • Key Person Insurance	33
10. TERMINATION OF EMPLOYMENT • Notice Period • Retirement • Reimbursive Cost	35

	PAGE NUMBER
• Remuneration • Certificate of Service • Exit Interview • Exit Interview Checklist	
11. RELIEF AND PROMOTIONS	38
• Relief • Promotions	
12. COMPULSORY TRAINING AND DEVELOPMENT	39
• Definitions • Training Programmes • Training Records	
13. STUDY POLICY	40
• Evaluation of Application • Cost • Study Leave • General	
14. DISCIPLINE	42
• Purpose • Representation • Course of the Disciplinary Hearing • Four Types of Disciplinary Action • Criminal Offences • Appeal • Competence of Managers • Competence of Person Responsible for HRM Administration • The Role of Advisory Co-Workers / Shop Stewards • Polygraph Test • Guidelines for the Application of Discipline (Disciplinary Code)	
15. GRIEVANCES	53
• Purpose • Definition of a Grievance • Grievances Procedures • Procedural Steps	

	PAGE NUMBER
16. SUBSTANCE ABUSE • Definitions • Policy • Principles • Responsibility • Referring Procedure • Treatment and Counselling • Testing for Substance Abuse	55
17. HEALTH AND SAFETY • Purpose • Application • Policy Declaration • Safety Rules • Safety Checklist • Non-Compliance of Safety Measures and Regulations • Reporting of Accidents or Injuries • General Duties of Employees • General Duties of Employers to their Employees • Protective Clothing and Safety Equipment • Emergency Procedures	63
18. TRAVEL AND ACCOMMODATION • Travel Agencies • Flights • Accommodation • Car Hire • Expenses Incurred • Behaviour • Invitation • Approval	71
19. VEHICLES AND TRAVELLING COST • Employer Vehicles • Use of Private Vehicles for Official Use	73
20. ACCESS CONTROL • Purpose • Access to Premises	75

	PAGE NUMBER
• Visitors • Physical Searches • Locking of Office Facilities	
21. RETRENCHMENT PROCEDURE • General • Purpose and Content of Consultation • Notification and Information Document • Privileged Information • General Provisions Concerning Information • Implementation of Retrenchment	77
22. BRIBERY AND CORRUPTION • General • Definition • Policy • Reporting	80
23. COMPUTER AND INFORMATION TECHNOLOGY RESOURCES • Acceptable Use • General Conduct • Prohibited Actions: Electronic Mails • Right to Monitor and Examine • Passwords • Confidentiality of Information • Copyright • Viruses • Laptops • Security of Equipment • Software Licensing and Use • Termination of Service • Identification • Compliance • Internal e-mail Communication • Social Media • Electronic Devices	81
24. INTELLECTUAL PROPERTY • Intellectual Property Right • Definitions	88

	PAGE NUMBER
• Various Forms of Intellectual Property • Specific Provisions Related to Copyright • Employees • Development of Intellectual Property	
25. CONFIDENTIALITY	92
• Confidentiality • Conflict of Interest • Restraint of Trade	
26. PERSONNEL COMMITTEE	94
• Rights of Employees • Personnel Committee • Tasks and Responsibilities	
27. TRADE UNIONS	95
28. UNFAIR DISCRIMINATION AND HARASSMENT	96
• Purpose • Policy and Legislation • Definitions • Proposed Action by Potential Victims • Guidelines for Employees / Potential Victims • Proposed Action by Management • Guidelines for Managers for the handling of Alleged Unfair Discrimination or Harassment	
29. EMPLOYMENT EQUITY	104
• Underlying Philosophy • Policy Statement in Terms of Four Key Focus Areas • Expectations	
30. HIV/AIDS	106
• Scope • Objectives of the Policy • Responsibility • Basic Information on HIV/AIDS • Principles Dealing with HIV/AIDS • Co-Workers (Where the Person Volunteered Information) • Employee Benefits	

	PAGE NUMBER
31. ETHICAL CODE • Introduction • Prohibition of Child Labour • Prohibition of Forced Labour • A Safe and Healthy Working Environment • Freedom of Association and the Right to Joint Commitment • Zero Tolerance for Unfair Discrimination • Disciplinary Measures Must be Reasonable • Working Hours May Not be Excessive / Unreasonable • Employees Should Earn a Living Wage • Work Must be Provided Regularly	110
32. GENERAL CONDUCT • Dress Code • Farewell/Retirement Gifts • Private Work • Collections and Literature • Firearms and Dangerous Objects • Media Contact and Provision of Information • Smoking Policy • Telephone, Cell Phone, Fax and Photocopier Facilities • Property of the Employer / Employee • Marketing, Entertainment and Gifts to Clients	114
33. PROTECTION OF PERSONAL INFORMATION • Scope • Definition and Abbreviations • Purpose • Responsibility • Consent • Information Officer and Deputy Information Officers • Eight Conditions for the Lawful Processing of Personal Information • HR-Related Processing of Personal Information • Security • Complaints to the Information Regulator	118
34. REMOTE WORKING • Employees Who May Work Remotely • Duties and Responsibilities	131

	PAGE NUMBER
35. COVID-19 CONTROL AND RESPONSE	132
• Scope	
• Purpose	
• Responsibility	
• Workplace Plan	
• Procedures regarding Suspected & Confirmed Cases	
• Sanitisers, Disinfectants and Personal Protective Equipment (PPE)	
• Visitors	
• Ventilation	

Introduction

1. DEFINITION OF A PERSONNEL POLICY

The Personnel Policy is a set of rules, source of information and guidelines for the employer and its employees. It defines how the organisation deals with human resources within the framework of applicable legislation.

2. PURPOSE OF THE PERSONNEL POLICY

Hugenate Kollege believes that a healthy and transparent relationship between the employer and its personnel is essential in achieving professional service delivery, which meets our clients' expectations. This relationship entails responsibilities to which both parties must be held accountable.

This document contains the policies, procedures and guideline documents of Hugenate Kollege and must be interpreted as such. The personnel policy is applicable to all employees who are employed by the employer.

If an employee deviates from this policy, the matter will be dealt with accordingly as specified in the employer's disciplinary code and procedures.

3. EMPLOYER / EMPLOYEE RELATIONSHIP

According to the Common Law, employees must provide the required services to their employer in accordance with their service agreement. Employees are expected to remain faithful to the employer in order to promote and ensure the progress of the business, to work effectively, to withhold themselves from misconduct and to obey the employer's rules and regulations. It is the employer's duty to allow the employee entrance to the premises to render services, to compensate the employee accordingly for his/her services and to ensure a safe working environment at all times.

Labour legislation (especially the Basic Conditions of Employment Act 75 of 1997, the Labour Relations Act 66 of 1995 and the Employment Equity Act 55 of 1998) provides a broad framework that regulates the relationship between employers and employees to ensure that parties have fair labour relations with each other.

4. MANAGEMENT'S PREROGATIVE

It is Management's prerogative to deflect from this document, in the best interest of the employer and the staff members concerned. Fair notice with regard to changes will be given to all personnel.

Unless specifically otherwise agreed in an employee's contract of employment, this policy serves as a guideline for conduct in the workplace. The policy also outlines the conditions of employment and employee benefits.

The employer reserves the right to make changes, omissions or additions to policies. Adequate notice shall be given of such changes. If any material changes are made to service conditions or benefits, prior consultation or negotiations will be conducted.

If in exceptional circumstances a situation arises which is not covered in the general guidelines (as discussed in the policy), a certain degree of flexibility can be applied by Management. In such circumstances or where uncertainty exists with regard to the interpretation of the guidelines, all queries should be directed to the person responsible for HR matters.

5. LABOUR RELATIONS

South Africa's labour legislation is among the most progressive in the world, as it makes provisions for institutions to settle disputes and ensure workplace fairness.

However, practically, this was not always the case. Industrial relations during the apartheid era were characterised by high levels of racial discrimination, conflict, union suppression, cheap labour policies and an authoritarian management style.

The post-1994 labour legislation, which is the product of extensive consultation between government, trade unions, labour and employers, has established the following institutions to nurture sound, co-operative industrial relations:

- NEDLAC
- CCMA
- Commission for Employment Equity
- Employment Conditions Commission
- Productivity SA
- National Skills Authority
- Unemployment Insurance Board

6. CONTRACTS OF EMPLOYMENT

The Basic Conditions of Employment Act, Section 29, provides for certain written particulars to be provided to all employees. Employers are legally obliged to provide all employees with these particulars in writing when they commence employment.

Written particulars in terms of this section must be kept for a period of three (3) years after the termination of employment.

For the purpose of this policy, a contract of employment is defined as follows:

“A contract of employment is a reciprocal contract in terms of which an employee places his / her services at the disposal of another person or organisation, as employer, at a determined or determinable remuneration in such a way that the employer is clothed with authority over the employee and exercises supervision regarding the rendering of the employee's services” – Du Plessis & Fouche, 2006. A Practical Guide to Labour Law.

7. LABOUR RELATIONS ASPECTS

Within the broader South African legislative framework, the following laws have a determining influence on the employment relationships:

(a) **Constitution of South Africa, Act 108 of 1996**

Chapter 2 (Section 23) of the Constitution stipulates in the Bill of Rights that every person has the right to fair labour practices.

(b) **The Labour Relations Act 66 of 1995 applies to all employees and employers.**

The Act aims to promote economic development, labour peace, social justice and democracy in the workplace. The Act provides for employees' and employers' right to freedom of association, regulates

collective bargaining and provides guidelines on how dispute resolution should be dealt with, just to name a few.

Chapter VII of the Act (Dispute Settlement) read with Schedule 8 (Code of Good Practice for Dismissal) determines how and under which circumstances employees can be dismissed, namely for; misconduct, poor work performance and incapacity due to illness or disability. Chapter VIII (Section 189) sets out the requirements and procedure for when an employer considers retrenchments due to the business's operational requirements.

In all cases, dismissal is only fair if the employer can prove that the reason for dismissal is fair and that dismissal has been done in accordance with a fair procedure.

- (c) The **Basic Conditions of Employment Act 75 of 1997** governs the terms and conditions of employment. It sets out the basic minimum standards of the service relationship, as well as how and whether these standards may be amended.
- (d) The purpose of the **Employment Equity Act 55 of 1998** is to achieve equity in the workplace by encouraging equal employment and ensuring fair treatment by eliminating unfair discrimination and implementing affirmative action. Chapter 2 of the Act determines steps to be followed by employers to eliminate unfair discrimination against employees. Chapter 3 states that designated employers must implement measures to apply affirmative action in the workplace. A code of good practice on the integration of employment equity in human resource policies and practices was included in the legislation on 04 August 2005.
- (e) The **Unemployment Insurance Act 63 of 2001** provides for the establishment of an unemployment fund to which both employers and employees must contribute and from which employees who become unemployed or their beneficiaries, may be entitled to benefits.
- (f) The **Compensation for Occupational Injuries and Diseases Act 130 of 1993**, with the exception of certain employees, provides for compensation to employees for occupational disability or death caused by occupational injuries or occupational diseases sustained at the employer during the term of office.
- (g) The **Occupational Health and Safety Act 85 of 1993** provides for the protection of employees' health and safety in the use of operating equipment and machinery as well as the risks that may arise during the operations of the employees at the workplace. If an employer employs more than twenty (20) employees, health and safety representatives and committees must be appointed and trained.
- (h) The **Skills Development Act 97 of 1998** encourages employers to create training opportunities for employees in order to develop the skills of all employees. The necessary education and training structures are created by the Act.
- (i) The **Protection of Personal Information Act 4 of 2013** aims to ensure that all South African institutions collect, process, store and share personal information in a responsible manner. It also keeps organisations accountable in the case of personal information being abused or exposed.
- (j) The **National Minimum Wage Act 9 of 2018** provides for a national minimum wage, establishes the National Minimum Wage Commission; provides for the review and annual adjustment of the national minimum wage; the exemption from paying the national minimum wage and related matters.

Definitions and Abbreviations

"Annual leave cycle" - the period of 12 months commencing on date of employment.

"AWOL" – Absent Without Leave

"BCEA" – Basic Conditions of Employment Act, No.75 of 1997

"Calendar day" - any day of the year, including Saturdays, Sundays and public holidays.

"Calendar month" - the period commencing on the first day of the month and ending on the last day of the same month.

"Calendar year" - a twelve (12) month time period which runs from 1 January to 31 December in the same year.

"Casual employee" - an employee who is employed for twenty-four (24) hours or less per month with the same employer. Casuals are not protected by Labour Legislation.

"College" – refers to Hugonote Kollege

"Committee" – refers to the Human Resource Management, Risk and Audit Committee of the Board of Directors.

"Conditions of service" - such conditions contained in the employment contract between the employer and the employee as supplemented by the personnel policy.

"Contract of employment" - an agreement between the employer and the employee which forms the contractual basis for the working relationship.

"Date of employment" - the date of assumption of duty agreed to by both parties in the employment contract.

"Directors" – the Board of Directors of Hugonote Kollege. The Board acts as the final executive body of authority.

"Disciplinary procedure" - the disciplinary code and procedure are the guidelines in terms of which disciplinary actions are implemented and form part of the conditions of service, as specified in the personnel policy.

"EEA" - refers to the Employment Equity Act 55 of 1998.

"Employee" - means any person who is employed permanently, temporarily, on a full time or part time basis and who is entitled to receive remuneration. Is also used as a synonym for staff member.

"Employer" - refers to Hugonote Kollege

"Family" - spouse, parents, children, brothers and sisters.

"Full day's leave" - A period of absence from work for more than four (4) hours on any given working day.

"Gender and plural" - unless otherwise indicated, words and expression include both the male and female gender and the singular also refers to the plural.

"Grievance procedure" - the procedure which deals with the grievances of employees and which forms part of the conditions of service, as specified in the personnel policy.

"Half-day's leave" - A period of absence from work for less than four (4) hours on any given working day.

“HRM” - refers to Human Resource Management.

“Job grading” - a logical ordering of posts with the help of a reliable job grading system, to ensure an internal and external comparison which is linked to a fair and reasonable remuneration structure. A systematic analysis of the complexity of job content and job requirements is done without reference to attributes and work performance of incumbents.

“LRA” - Labour Relations Act 66 of 1995.

“Management” - employees who are appointed by the college in a leadership role to do planning, organising and to control within the mandate and instruction of the Board of Directors.

“Manager” – means an employee who is charged by his employer with the overall supervision over, responsibility for, and direction of the activities of an establishment and the employees engaged therein.

“Merit assessment” - a holistic assessment of the performance of an employee accounting for environmental, ability, potential and relationship aspects. Merit is aimed at linking remuneration (adjustment) to performance (contribution).

“Month” - a period from one day of the month to the day preceding the day which is numerically the same as that day in the next month.

“Overtime” - the portion of any period worked by an employee in a week or on a day which is longer than the normal daily working hours, and which is worked on request and with the approval of the employer. In the event of compensation for overtime being due to an employee, the hours worked in an employee’s pay cycle (weekly or monthly) exceeding the employee’s normal working hours in such a cycle, shall be deemed the time for which an employee should be compensated.

“Part time employee” - a person who is employed for part of his/her time in the services of the employer.

“Performance assessment” - the objective assessment of an employee’s performance against their job description. It is aimed at providing feedback on the standard of work and to plan actions for improved performance.

“Permanent employee” - an employee who completed a specified probation period and is appointed on a permanent basis for an undetermined period.

“Person responsible for HR administration” - a person which is responsible or nominated on a full-time or part-time basis for human resource administration.

“Public Holidays” - the days determined by legislation. In South Africa, the Public Holidays Act (Act 36 of 1994 as amended) is applicable.

“Salary personnel” - employees who are remunerated on a monthly basis.

“Service benefits” - the fringe benefits (for example medical and provident fund) as agreed and contained in the employment contract of the employee.

“Service period” - period of continuous service from the date of assumption of duty to the date of termination of service with the employer.

“Sick leave cycle” - a period of 36 months of continuous service.

“Short time” – refers to the implementation of reduced working time.

“Temporary employee” (fixed term) - means an employee who is employed for a fixed period of time or for the completion of a specific task/project, after which his/her employment relationship is automatically terminated.

“Termination of employment” - termination of employment by means of resignation, dismissal or retirement for reasons such as medical problems or incapacity (including incompetence). The date of termination is the date when the employment relationship ceases and when there are no more responsibilities towards each other.

"Total cost of employment (TCOE)" - the total cost of employment agreed to with the employee, including all benefits such as employer contributions to medical aid and provident fund. Where the word “package” is used or appears in conjunction with other words, it is a synonym for "total cost of employment". It excludes any performance remuneration.

“Wage personnel” - staff members who are paid per hour

“Week” - a continuous time period which stretches from Monday until Sunday.

"Working days" - consecutive days from Monday to Friday (excluding Saturdays, Sundays and acknowledged public holidays). For employees who are regularly required to work on Saturdays and Sundays, a working week stretches from Monday until Sunday.

“Year of service” - starts in the first year of service on the date which employment commences and on continuous years of service on the specified date in the relevant calendar year. This corresponds with the date of employment and ends a day before the corresponding date of employment in the next calendar year.

Three

Background, Vision and Mission

1. BACKGROUND

Since the establishment of Hugenate Kollege in 1951 it has been under the wings of the Dutch Reformed Church. After the General Synod of the Dutch Reformed Church formally accepted the college as a training institution of the church in 1970, the decision was confirmed in 1994 with the following statement: "The General Synod decides that the Hugenate Kollege will remain an entity of the General Synod and that the current arrangement regarding the financial support will be maintained."

Since 1971, training has been done in co-operation with the University of South Africa. The college was accredited in 2003 as a service provider of the HWSeta for the training of Social Help Workers. Due to changes in the Education Act, the department of the college which was responsible for this training had to be transformed into an Article 21 organisation. It then became an independent company with no bonds with the General Synod.

As a further result of the education legislation, Hugenate Kollege received notice from Unisa in 2007 stating that the co-operation agreement whereby grades had been awarded to the learners of Hugenate Kollege, would be terminated in 2008 and that the training of learners for Unisa qualifications would be completely phased out in 2012.

In 2010 the Board decided to restructure the activities of the college by developing an academic offer in Further Education and Training on level 4 of the National Qualifications Framework. In light of its academic knowledge, the history of Hugenate Kollege and the need for skills development of previously disadvantaged learners, the Board decided to become involved with the training of Child- and Youth workers, Community developers, Social Help workers and Church Service workers. The first group of learners for qualifications in the FET was registered as learners at Hugenate Kollege in 2012.

Hugenate Kollege is a private Christian post-school training institution focusing on the training and equipping of innovative social leaders to participate in God's mission of caring for and the healing of this world.

2. VISION/ MISSION

Vision

Hugenate Kollege visualizes communities of dedicated and well-equipped people serving the proclamation of the reign of the Triune God in this world.

Mission

Hugenate Kollege is a private Christian post-school training institution focusing on the training and equipping of leaders to participate in the Triune God's mission of caring for and healing of this world through innovative social service delivery and the proclaiming of the reign of God.

Hugenate Kollege strives to:

- offer affordable and relevant residential, distance and telematics training
- extend ecclesiastical relationships
- cooperate with partners and networks

- maintain a Christian ethos of humanity, inclusivity, transparency, equity and harmonious relationships
- achieve equal and harmonious relationships
- facilitate the integration of the faith, knowledge and skills of students
- nurture and enhance the spiritual development, sense of calling and readiness to serve of students and staff.

Employment

1. RECRUITMENT AND SELECTION PROCEDURE

1.1 Procedure in respect of appointments:

- Procedures will comply with applicable legal requirements at all times.
- The procedure will comply with the minimum requirements as set out in 1.2.
- Evaluating the potential within the organisation normally forms part of the process and takes place at Management's discretion.
- The most suitable candidate will be identified.
- An employment offer will be made and if the candidate accepts the offer, he/she will be appointed upon signing of the employment agreement.
- An induction process will be followed and includes:
 - Explanation of applicable rules and discussion of personnel policy.
 - Explanation of work procedures and performance standards.
- Assistance and guidance will be provided to the employee where necessary.

1.2 Management may also be assisted by external agencies to recruit more senior employees. The agencies must meet the following requirements to ensure compliance with legal obligations:

- Review / compile job description¹
- Determine the inherent requirements of the position
- Determine the person's specifications
- Advertise the position, internally and/or externally
- Receive applications
- Compilation of shortlist
- Compilation of selection criteria and questions²
- Interviewing³
- Compilation of final shortlist
- Testing / practical evaluation of candidates if necessary
- Select the most suitable candidate
- Psychometric testing
- Reference checks⁴
- Background checks, including but not limited to credit checks, criminal checks, verification of qualifications, social media checks and driver's license checks
- Negotiate employment contract
- Make an employment offer to candidate and appoint successful candidate

¹ How to write a job description

² Interview Criteria

³ Interview Questions

⁴ Reference Check Form

- Notify unsuccessful candidates⁵
- Explain rules, regulations and personnel policy (induction)
- Explain work procedures and performance standards
- Provide assistance and guidance to the employee where necessary

1.3 All documentation regarding the recruitment and selection process is kept on file for a minimum period of three (3) years.

2. APPROVAL OF APPOINTMENTS

2.1 Permanent appointments can only be made in vacant positions in the employer's approved organisational structure and approved staff budget.

2.2 The appointment of the Rector will be authorised by the Board of Directors. Management appointments will be approved by the Rector and the Committee. The appointment of all operational (temporary and permanent) employees must be authorised by management with approval from the Rector and the Committee.

2.3 The Academic Committee must establish the suitability of any candidate for an academic position before an appointment can be made.

3. DOCUMENTATION

3.1 All employees are expected to complete a personal particulars form⁶ and to submit this to the person responsible for HRM.

3.2 A personnel folder, in which all personal information is filed, is opened for every employee. All correspondence / documentation / records applicable to an employee's employment history, are kept in his/her personnel file. Personnel files are to be treated as confidential and should be stored in a locked cabinet. Only the authorised persons may have access to the files.

3.3 Personnel files are not to be removed from the allocated premises.

3.4 The submission of a complete, updated Curriculum Vitae with reference to personal- and career details is required at appointment. A false declaration can result in immediate dismissal.

3.5 Proof of qualifications (original documents), professional registration (if applicable), current remuneration package, copy of identification document, proof of valid driver's license (if applicable) and individual tax numbers are required at appointment.

4. EMPLOYMENT CONTRACTS / AGREEMENTS

4.1 All personnel, on a permanent or temporary contract basis, will be provided with an employment contract upon assumption of duty.

4.1.1 **Permanent employees⁷** are those who have been appointed permanently, have completed a probation period and have received a written confirmation (by agreement) of their permanent appointment. Such contracts extend until an employee has reached the employer's normal retirement age of sixty-five (65) years.

⁵ Letter to unsuccessful applicants

⁶ Personal particulars form

⁷ Permanent, Temporary, Part-time contracts of employment

- 4.1.2 **Temporary employees** are appointed for a fixed period. The contract indicates a termination date and automatically ends on the specified date. The reason for the temporality (project) is clearly defined/described.

The parties also agree that for no reason and under no circumstances will there be an expectation that the contract will be extended. Where contracts are extended in exceptional cases and for specific reasons, this principle will not be waived. The parties therefore agree that since there should be no expectation that a temporary agreement will be extended on the same or similar terms, the automatic termination of the employer-employee relationship at the termination of a temporary contract cannot be regarded as an unfair dismissal.

- 4.1.3 **Part-time employees** typically work fewer hours in a day or during a work week than full-time employees. Working hours for such individuals are specified in their contracts of employment.

- 4.1.4 Casual Employees who work less than twenty-four (24) hours per month, whether they are appointed permanently or as temporary employees, are subject to only specific parts of the personnel policy of the employer. In terms of the Basic Conditions of Employment Act, these individuals are excluded from specific determinations of applicable labour legislation.

- 4.2 A copy of the contract of employment will be kept in the employee's personnel file.
- 4.3 When an employee accepts his/her offer of employment, the employee is required to confirm acceptance (in writing) of the agreed remuneration package, employment benefits and conditions of service (as stipulated in the personnel policy). Signing the contract of employment is deemed such acceptance.
- 4.4 A pro-forma payslip, indicating how the employee's TCOE is composed and which deductions shall be made, must accompany the contract of employment as an annexure.
- 4.5 All employment contracts are subject to applicable legislation as well as the rules, regulations and the employer's policy, which may be announced and changed from time to time. The employer will communicate the policy rules and regulations as effectively as possible.
- 4.6 Any specific arrangements (deviations) with regard to conditions of service and service benefits will be stipulated in the respective employees' employment contracts.

5. PROBATION PERIOD⁸

- 5.1 On appointment, all employees will be subjected to a three (3) to twelve (12) month probation period. The specific duration of the probationary period will depend on the job and person requirements for each specific position. It may differ from situation to situation and can be established from the contract of employment.
- 5.2 During this probation period the respective employee will receive support and guidance from the relevant Manager as well as regular feedback regarding the employee's performance.
- 5.3 Should an employee's performance not meet the required standard; the following procedure as stipulated in schedule 8 of the Labour Relations Act (Act 66 of 1995) will apply:
- 5.3.1 The employee's work performance will be assessed by the responsible Manager during the probationary period. The Manager must give the employee reasonable evaluation, instruction, training, guidance or counselling in order to allow the employee to render satisfactory service during the probationary period.

⁸ Probation period Evaluation Form

- 5.3.2 If the Manager determines that the employee's performance or conduct is below standard, the Manager must advise the employee of any aspects of the employee's conduct or performance which, in the Manager's opinion, fail to meet the required standards. If the Manager believes that the employee is incompetent, the Manager must advise the employee of the aspects in which the employee is not competent.
- 5.3.3 If Management, during or at the end of the probationary period, decides that the employee, despite the Manager having advised the employee as contemplated in clause 5.3.2., is incompetent or has failed to meet the required standards or performance or conduct, the employer may, instead of confirming the employee's appointment, extend the probation period or dismiss the employee, provided that, before making or implementing a final decision to dismiss:
- (a) The employer must first invite the employee to make representations concerning the proposed dismissal.
 - (b) The employer must permit the employee to be assisted / represented in making those representations by a fellow employee or, if the employee is a member of a registered trade union, by a representative of that trade union.
 - (c) The Employer must consider any representations made by or on behalf of the employee.
- 5.3.4 The employer may decide, instead of dismissing the employee for incompetence or failure to meet the required standards of performance or conduct, to extend the probationary period, on condition that:
- (a) The extension must be implemented and advised to the employee during or upon the expiry of the probationary period.
 - (b) The employee must be given an opportunity to make representations and these representations must be considered by the employer.
 - (c) The duration of the extension may not exceed the length of the original probationary period (3 months).
 - (d) Before extending the probationary period, and before dismissing the employee during or at the end of any extension of the probationary period, the employer must have advised the employee as contemplated in clause 5.3.2.
- 5.4 A permanent appointment is subject to the successful completion of the probation period and such appointment is confirmed in writing by the employer.

6. HEALTH (MEDICAL EXAMINATIONS)

- 6.1 Upon appointment and the signing of the contract, the candidate declares⁹ that he/she has no health condition that may affect his/her capacity to fulfil the requirements of his/her position. Failure to report any such medical condition may result in dismissal of the employee.

⁹ Declaration

- 6.2 A medical examination¹⁰ will only be required from the employee in the following instances:
- (a) If this is a prerequisite to a service benefit, for example a medical or pension fund/provident fund; or
 - (b) If this is an inherent requirement of the job.
- 6.3 Should a medical examination be required; it must be consistently applied.
- 6.4 The employer will be responsible for the costs of such a medical examination.
- 6.5 Medical examinations will only be carried out by a medical practitioner, or someone qualified (and registered with a professional body in South Africa) to make a diagnosis and treat patients.

7. PERSONNEL POLICY

- 7.1 All new employees will be required to read the personnel policy prior to signing a contract of employment with Hugonote Kollege. Any uncertainties or questions should be discussed with Management within this period (prior to signing the contract of employment). If there are no uncertainties or queries, it is deemed that the person reconciles and respects the content of the personnel policy.
- 7.2 By signing the contract of employment, the employee confirms that he/she has read the contents of the personnel policy, understands and accepts it, and will subject him-/herself thereto.

8. APPOINTMENT OF FAMILY MEMBERS

- 8.1 The appointment of a family member of an employee will only be allowed in exceptional circumstances and if the Committee has authorized such an appointment.

9. CHILD LABOUR

- 9.1 The employer supports the ethical views of the International Labour Organization (ILO) w.r.t child labour and compliance with Sections 43-47 of the Basic Conditions of Employment Act. The employer is also committed to the elimination of inappropriate and illegal labour practices within its sphere of influence.
- 9.2 No persons under the age of 15 years or under the compulsory school leaving age will be employed.
- 9.3 If school-going persons of 15 years and older are employed, the employer will provide appropriate working conditions for such persons and will ensure that the work they perform does not pose any risks w.r.t. the person's welfare, training, physical or mental health, and/or mental, moral or social development.
- 9.4 As part of the employer's appointment process, the age of all employees is verified. Copies of identity documents are filed in staff members' personnel files.

¹⁰ Occupational Injuries and Diseases Act 130 of 1993, Section 42

10. FORCED LABOUR

- 10.1 In terms of Section 48 of the Basic Conditions of Employment Act (75 of 1997), the employer prohibits any form of forced or compulsory labour in all departments.
- 10.2 No employee will be forced to work against his/her will, or be subjected to any form of compulsion in the performance of his/her duties. Employees are, however, expected to comply with their agreed duties and carry out all reasonable instructions.
- 10.3 If an employee is unable to (incompetent) or refuses to carry out all reasonable instructions, such cases will be investigated and attended to by Management in accordance with the guidelines of Schedule 8 of the Labour Relations Act and procedures contained in the disciplinary policy.

11. INDUCTION/ORIENTATION¹¹

- 11.1 All new employees will complete an informal induction programme, which is aimed at introducing the employee to his/her work and working environment.
- 11.2 The person responsible for HRM administration is responsible for the induction of new employees. General orientation and / or work orientation will take place.

¹¹ Induction Checklist

Working hours

1. NORMAL WORKING HOURS¹²

1.1 The employer's normal operational hours are as follows:

Academic and Administrative Staff		
Mondays to Thursdays:	Start of Workday	07:45
	Meal Break	13:00 – 13:30
	End of Workday	16:30
Fridays:	Start of Workday	07:45
	Meal Break	12:30 – 13:00
	End of Workday	15:00

Cleaning staff		
Mondays to Thursdays:	Start of workday	06:30
	Tea Break	09:00 – 09:30
	Meal Break	13:30 – 14:00
	End of workday	16:00 or 17:00 (as determined by the employer from time to time)

- 1.2 The employer reserves the right to change working hours due to operational requirements should such a need arise.
- 1.3 Any permanent deviations from the above-mentioned arrangements regarding working hours will be specified in the employee's employment contract.
- 1.4 When a public holiday falls on a Friday, or any other weekday, the working hours for the day before shall remain the same as a normal working day and not the working hours of a Friday.

2. WORK ON SATURDAY, SUNDAYS AND PUBLIC HOLIDAYS¹³

- 2.1 The Hugonote Kollege endeavours to avoid employees working on Saturdays, Sundays and Public Holidays. However, it may be expected that staff members work on those days in accordance with a timeous and reasonable request and based on the prevailing circumstances and operational requirements of the organisation.

¹² BCEA Section 9 & 10

¹³ BCEA Section 16 & 18

- 2.2 Compensation for Sundays and public holidays worked, will be done in accordance with the provisions of the Basic Conditions of Employment Act (No. 75 of 1997), and the National Minimum Wage Act (No. 9 of 2018).
- 2.3 In the event that an employee who does not ordinarily work on Sundays is expected to work on a Sunday, the employee will be entitled to double his/her wage for each hour worked. This does not apply to employees who earn in excess of the threshold as determined by the Minister of Labour.
- 2.4 If an employee who works on a Sunday works less than their ordinary shift on a Sunday and the payment that the employee is entitled to is less than the employee's ordinary daily wage, the employer will pay the employee the employee's ordinary daily wage. This section does not apply to employees who earn in excess of the threshold as determined by the Minister of Labour.
- 2.5 All work performed on a public holiday will be remunerated at a rate of double the employee's ordinary daily wage. This section does not apply to employees who earn in excess of the threshold as determined by the Minister of Labour.
- 2.6 The employee undertakes to work on public holidays at normal wage rate if the employer and the majority of the employees in the workplace agree to exchange the public holiday for another day off at full pay.

3. OVERTIME¹⁴

- 3.1 In accordance with Section 10(a) of the Basic Conditions of Employment Act (Act 75 of 1997) and as stated in the employees' contracts of employment, all employees agree to work overtime from time to time due to the nature of operational requirements of Hugenote Kollege.
- 3.2 The maximum overtime that may be worked by an employee in any week, including work on Sundays, shall not exceed 10 hours per week or 12 hours per day.
- 3.3 Paid overtime must be requested and controlled by Management. Prior approval (with reasonable notice) must be obtained from the responsible Manager before overtime work commences.
- 3.4 The Overtime Request Form ¹⁵ is to be completed and signed off by both the individual working overtime and the Manager. No employee may commence on overtime without the approval and authorisation of the Head of Department.
- 3.5 Payment for overtime worked only applies after completion of the ordinary weekly working hours.
- 3.6 Payment for overtime worked is currently calculated according to the Basic Conditions of Employment Act.
- 3.7 The following staff members do not qualify for overtime compensation¹⁶:
- Senior management;
 - Staff earning in excess of the threshold as determined by the Minister of Labour from time to time;
 - Staff members who are involved in sales and who regulate their own working hours; and
 - Staff members who work for the Employer less than twenty-four (24) hours per month.

¹⁴ BCEA Section 10

¹⁵ Overtime Request Form

¹⁶ BCEA, Section 6

4. MEAL INTERVALS¹⁷

- 4.1 Meal intervals do not form part of normal working hours and is accordingly unpaid.
- 4.2 All staff are entitled to a 30 (thirty) minute meal interval daily between 12:00 and 14:00.
- 4.3 The meal breaks will vary according to work schedules and operational requirements, but will not be changed without notice.

5. ADJUSTED WORKING HOURS, SHORT TIME

- 5.1 It may be expected of all staff to work adjusted working hours from time to time. The responsible manager and the staff members concerned will agree to the changed hours of work and the duration of time periods foreseen in advance.
- 5.2 In circumstances beyond the control of the employer (e.g. load shedding), working hours may be adjusted accordingly.
- 5.3 Short time may be implemented in instances of a work shortage due to circumstances out of the employer's control. The employees will receive notice of the intention to introduce short time and will be given an opportunity to make representations. The employer shall not be required to pay wages to its employees, except for the periods actually worked.

6. ABSENCE FROM WORK

- 6.1 An employee may not be absent from work, change his/her set working hours or exchange hours with any other employee without obtaining prior permission from the responsible Manager.
- 6.2 Should an employee be unable to attend work due to sickness or injury, the responsible Manager must be notified (telephonically / SMS / written notice / WhatsApp) before 07:00 on the first day of absence and if possible, he/she should indicate a date of return.
- 6.3 An employee who is absent from work for five (5) consecutive working days without notifying the employer of such absence and fails to provide a valid reason, may be regarded as to have absconded. The employer may conclude that the employee has no intention to return to work.
- 6.4 In such instances an e-mail, fax, SMS, WhatsApp or registered letter will be sent to the employee, in which he/she is requested to return to the workplace immediately in order to attend a disciplinary enquiry. Should the employee fail to respond/attend the disciplinary investigation and/or hearing, it will proceed in his/her absence. It shall be deemed that the employee has terminated his/her services without notice.
- 6.5 Should an employee however return to work within a period of two (2) calendar weeks after the disciplinary hearing (which was held in his/her absence) or within a period deemed reasonable by the employer, he/she could be reemployed if he/she is able to prove that he/she had the intention to return to work.

¹⁷ BCEA, Section 14

- 6.6 Should such an employee not be able to prove the circumstances as stated in paragraph 6.5, such an employee will remain an “absconder” and will be paid up to the last day on which he/she reported for duty.

7. TRAVEL TIME

- 7.1 Employees may be required to travel occasionally on official trips.
- 7.2 The time that an employee travels between his/her home and the office (commuting) will not be regarded as travel time (refer to Chapter 19: “Vehicles and Travelling Cost” for more information).
- 7.3 Traveling time will be regarded as the time that an employee travels from the office or home office to a destination for official purposes. Travelling time should, as far as practically possible, be scheduled before or after normal office hours.

Leave

1. ANNUAL LEAVE¹⁸

1.1 Leave provision

- 1.1.1 Employees will be entitled to annual leave as per the below:
- 1.1.1.1 Temporary employees are entitled to fifteen (15) working days paid annual leave in respect of each annual leave cycle (12 months). Leave will be accumulated at the rate of on (1) day paid annual leave for every seventeen (17) days worked;
 - 1.1.1.2 Permanent employees from job grade 1 up to job grade 8 qualify for nineteen (19) working days annual leave in respect of each leave cycle;
 - 1.1.1.3 Permanent employees from job grade 9 up to job grade 13 qualify for twenty-two (22) working days annual leave in respect of each leave cycle;
 - 1.1.1.4 Permanent employees from job grade 14 up to job grade 16 qualify for twenty-five (25) working days annual leave in respect of each leave cycle
- 1.1.2 An employee's leave cycle of twelve (12) months starts on the date of appointment. Leave accumulates monthly. An employee is thus only entitled to the leave accrued to date. Leave may not be taken in advance unless approved by Management in writing.
- 1.1.3 Leave is a right which is protected by the Basic Conditions of Employment Act. Granting leave for a specific day, period, leave schedule, or compulsory leave for a specific period is done according to Management's discretion.
- 1.1.4 Hugenote Kollege has a shutdown period during December. Employees will be required to take annual leave, which ideally should have accumulated throughout the year. If an employee's leave has not accumulated to cover the whole period the college would be closed for, the number of insufficient days will be treated as unpaid leave.

1.2 Leave application

- 1.2.1 Leave may only be taken once the correct leave application form¹⁹ has been completed and has been approved by Management. If an employee goes on leave without prior approval such period of absence will be recorded as unpaid leave. Depending on the facts of the situation, disciplinary action may be taken against the employee.
- 1.2.2 The application for leave in excess of five (5) days must be submitted twenty (20) working days prior to commencement of such leave to the employer for approval, to ensure that the necessary arrangements are made in terms of the completion of the applicant's tasks during his/her absence. In a case where five (5) or fewer consecutive working days' leave are being applied for, the application must be submitted ten (10) days in advance.
- 1.2.3 Managers are responsible for the management of their departments' leave schedule. Leave will be granted on the discretion of the responsible Manager.

¹⁸ BCEA, Section 20

¹⁹ Leave Application Form

- 1.2.4 All approved leave forms must be provided to the person responsible for the HRM administration for processing. All application forms (approved or denied) will be kept on record in the employee's files for audit and record purposes.
- 1.2.5 In an emergency or crisis situation an oral application for leave may be submitted for approval. The application must be followed up by a written application on the first day the employee returns to work.
- 1.2.6 A leave register²⁰ is kept in which all leave is recorded. Enquiries regarding available leave can be directed to the person responsible for the HRM administration.

1.3 Leave accumulation

- 1.3.1 An employee should preferably not accumulate leave. The employee's leave balance may never exceed one and a half times the amount of annual leave days that the employee is entitled to per leave cycle. If the employee's leave balance is more than one and a half times their entitled working days leave, such leave must be taken as soon as possible.
- 1.3.2 If an employee does not cooperate and on purpose or due to negligence, accumulates more than the allowed period, such leave may be forfeited.

1.4 Payment of Accumulated Leave

- 1.4.1 No leave will be paid out to any employee still in active employment of Hugonote Kollege.
- 1.4.2 Upon termination of services, an employee will be entitled to receive the full cash value of his/her leave as payment subject to the provisions of paragraph 1.3.
- 1.4.3 In the event of death of an employee whilst in the employment of the employer, the value of his/her accrued annual leave will be paid out to his/her estate.

2. SICK LEAVE²¹²²

- 2.1 If the employee is unable to work due to illness or injury, the employee is entitled to sick leave. During every sick leave cycle of thirty-six (36) months, calculated from the employee's date of employment or the date of completion of the previous sick leave cycle, the employee is entitled to a number of paid sick leave days equal to the number of days he/she would normally work during a six-week period. Employees who normally work five (5) days a week will therefore qualify for thirty (30) working days sick leave during a 3-year cycle. Employees who normally work six (6) days a week would be entitled to thirty-six (36) working days during the same period.
- 2.2 Sick leave is not transferable from one cycle to another cycle.
- 2.3 During the first six (6) months of employment, the employee is entitled to one (1) day's paid sick leave for every twenty-six (26) days worked.

²⁰ Leave register

²¹ BCEA, Section 22

²² Also see Chapter 35

- 2.4 In the event of an employee being absent for more than two (2) consecutive days or on more than two (2) occasions during a period of eight (8) weeks, the submission of a medical certificate will be required²³.
- 2.5 A medical certificate²⁴ must be issued and signed by a registered medical practitioner or another person who is certified to diagnose and treat patients and who is registered with a professional council established by an Act of Parliament. The duration of the employee's inability to perform his/her duties must be stipulated on the medical certificate. The employer may verify the details of the medical certificate with the registered practitioner.
- 2.6 When the employee returns to work after being on sick leave, he/she must immediately complete the application for leave form, attach a medical certificate (if the employee was absent for more than two (2) consecutive days or on more than two (2) occasions during a period of eight (8) weeks) and submit it to the person responsible for the HRM administration.
- 2.7 The employer reserves the right to request a medical certificate from a doctor nominated by the employer at the employer's expense.
- 2.8 If an employee's sick leave is exhausted, the employer may grant annual leave (if available) on the employee's written request. If the employee's annual leave is exhausted, he/she may apply for unpaid leave, provided that such application is motivated sufficiently.
- 2.9 As stipulated in Chapter 5, paragraph 6.2 of the personnel policy, an employee must notify his/her Manager before 07:00 on the first day of absence regarding the incapacity and the estimated period of absence (written note or telephone call).
- 2.10 Should an employee become sick during annual leave, such annual leave will be converted to sick leave if the correct procedure w.r.t. absenteeism was followed. The normal principle will apply, that a valid medical certificate would be required for more than two (2) days sick leave taken in such circumstances.
- 2.11 Sick leave will only be approved when the employee is unable to perform his/her work due to an injury or illness. Routine medical checks and scheduled cosmetic procedures are therefore excluded from the provision of sick leave. The employee may apply for normal annual leave in such instances.
- 2.12 An employee is not entitled to paid sick leave in the following instances:
- During periods of absence from work for which compensation is payable under the Compensation for Occupational Injuries and Diseases Act;
 - On a paid public holiday;
 - In respect of rest periods during which the employee was absent due to working short time or during periods of lay-offs;
 - During an employee's day off and;
 - During any other period of authorised absence.

²³ BCEA, Section 23

²⁴ Medical Certificate

3. OCCUPATION INJURIES²⁵

- 3.1 If an employee is absent for more than three (3) consecutive days due to an injury acquired whilst the employee was on duty, the employee will be remunerated as specified by the Occupational Injuries and Diseases Act. The employee will receive 75% of his/her normal hourly rate for a maximum period of three (3) months from the date of the accident. The employer will claim back the remuneration from the Compensation Commissioner.
- 3.2 An injury on duty must be reported by the employee to the relevant manager as soon as possible after of sustaining the injury.
- 3.3 It is the mutual responsibility of the employee and the relevant Manager to report all injuries to the person responsible for the HRM administration within twelve (12) hours.
- 3.4 The responsible Manager, in conjunction with the person responsible for the HRM administration, must ensure that all documentation which is relevant to the injury is completed as soon as possible (see Chapter 17: "Health and Safety" and Chapter 9: "Insurance").

4. MATERNITY LEAVE²⁶

- 4.1 An employee is entitled to at least four (4) consecutive months' maternity leave at the birth of her child.
- 4.2 The employer will pay the employee thirty (30) percent of her monthly salary for the period of maternity leave. The employee can apply for unemployment benefits from the Unemployment Insurance Fund (UIF)²⁷ for the period during which she is on maternity leave for the seventy (70) percent deficit in her monthly salary.
- 4.3 An employee may commence maternity leave –
 - 4.3.1 At any time from four weeks before the expected date of birth, unless otherwise agreed; or
 - 4.3.2 From a date from which a medical practitioner of midwife certifies that it is necessary for the employee's health or that of her unborn child.
- 4.4 No employee may work six (6) weeks after the birth of her child, unless a medical practitioner or midwife certifies that she is fit to do so and it is agreed upon between employer and employee.
- 4.5 An employee who has a miscarriage during the third trimester of pregnancy, or bears a stillborn child, is entitled to maternity leave for a duration of six (6) consecutive weeks after the stillbirth or miscarriage. Such leave may be taken whether or not the employee had commenced maternity leave at the time of the miscarriage or stillbirth.
- 4.6 The employee has to inform the employer in writing at least four (4) weeks before she intends to commence maternity leave. She is required to submit a medical certificate which indicates the expected date of the birth of her child.
- 4.7 Should employees wish to apply for more leave than the four consecutive months of maternity leave, employees may utilise available annual leave as paid leave for this period.

²⁵ Occupational Injuries and Diseases Act 130 of 1993/ BCEA, Section 24

²⁶ BCEA, Section 25

²⁷ UI-19 Form

- 4.8 The employee's job will be reserved for the duration of her maternity leave and she will be able to resume her duties as per normal thereafter. Should an employee, without valid reason, fail to return to work on the return date specified by her or agreed with the employer, her absence will be treated as unauthorised and may result in the termination of her service.
- 4.9 The employee will accumulate leave during her maternity leave period, provided that she returns to work after her maternity leave.
- 4.10 The period during which the employee was on maternity leave shall be deemed as continued service. The employee will therefore qualify for normal annual increases / bonuses (if applicable).
- 4.11 A temporary employee may be appointed in the employee's position while they are on maternity leave. The temporary contract of employment shall terminate on the agreed date of return of the employee on maternity leave / adoption leave or three (3) weeks after the substitute temporary employee has been given notice of the return of the permanent employee.
- 4.12 The employer shall place the employee:
- 4.12.1 in the same or similar position to the position held prior to her proceeding on maternity or adoption leave;
 - 4.12.2 on a rate of wages and conditions of employment not less favourable than the rate of wages and conditions of employment that applied prior to the maternity or adoption leave.

5. FAMILY RESPONSIBILITY LEAVE²⁸

- 5.1 An employee who has been in the employer's service for longer than four (4) months and who works for the employer for at least four (4) days a week, is entitled to three (3) days paid leave during each twelve-month leave cycle in the event of:
- Illness of an employee's child; or
 - Serious illness of the employee's spouse;
 - In the case of death of an employee's spouse or life partner, parent, adoptive parent, grandparent, child, adoptive child, grandchild, brother or sister.
- 5.2 Before an employee's application for family responsibility leave is approved, the employer may require reasonable proof of the reason for taking such leave (for example a medical or death certificate). If it is not practically possible to obtain prior approval, the granting of leave for family responsibilities remains the discretion of Management.
- 5.3 The employee shall not be entitled to payment for the absence unless the employee furnishes the employer with the proof of the circumstances necessitating the absence.
- 5.4 Employees who work less than four (4) days per week, may be accommodated at Management's discretion.
- 5.5 Family responsibility leave does not accrue and will expire at the end of a leave cycle.

²⁸ BCEA, Section 27

6. PARENTAL LEAVE

- 6.1 In accordance with the Basic Conditions of Employment Act Section 25A, an employee, who is a parent of a child, is entitled to ten (10) consecutive days parental leave.
- 6.2 Parental Leave may be utilised in the following circumstances:
- (a) At the birth of an employee's child if the employee is a parent of a child, but does not qualify for maternity leave.
 - (b) If the employee is a "secondary" adoptive parent, and the other ("primary") parent takes adoption leave. Selection of the primary and secondary adoptive parent remains at the discretion of the adoptive parents. The employee and the other parent must provide the employer with an affidavit declaring whom will act as the primary or secondary parent.
 - (c) If the employee is a "secondary" commissioning parent, and the other ("primary") parent takes commissioning parental leave. Selection of the primary and secondary commissioning parent remains at the discretion of the commissioning parents. The employee and the other parent must provide the employer with an affidavit declaring who will act as the primary or secondary parent.
- 6.3 An employee may commence parental leave on—
- (a) the day that the employee's child is born;
 - (b) the date—
 - (i) that an adoption order is granted; or
 - (ii) that a child is placed in the care of a prospective adoptive parent by a competent court, pending the finalisation of an adoption order in respect of that child, whichever date occurs first;
 - (c) the date that the employee's child is born as a result of a surrogate motherhood agreement.
- 6.4 An employee must notify his/her employer in writing, unless the employee is unable to do so, of the date on which the employee intends to—
- (a) commence parental leave; and
 - (b) return to work after parental leave.
- 6.5 If the employee is unable to notify the employer in writing, he/she should provide substantial evidence of the reason(s) to this effect.
- 6.6 Notification in terms of provision 6.4 must be given—
- (a) at least one month before the—
 - (i) employee's child is expected to be born; or
 - (ii) date referred to in subsection 6.2(b); or
 - (b) if it is not reasonably practicable to do so, as soon as is reasonably practicable.
- 6.7 The employee will be entitled to thirty (30) percent of his/her monthly salary during parental leave. The employee can claim the 70% deficit from the Unemployment Insurance Fund.

- 6.8 Should employees wish to apply for more leave than the ten consecutive days of parental leave, employees may utilise available annual leave as paid leave for this period. This annual leave taken in addition to parental leave must be applied for and approved in accordance with provision 6.4.
- 6.9 An employee on parental leave, accumulates normal annual leave on condition that the employee returns to work after such leave.
- 6.10 The period during which the employee was on parental leave shall be deemed as continued service. The employee will therefore qualify for normal annual increases / bonuses (if applicable).

7. ADOPTION LEAVE

- 7.1 According to the Basic Conditions of Employment Act, Section 25B, an employee, who is an adoptive parent of a child who is below the age of two, is entitled to—
 - (a) adoption leave of ten (10) weeks consecutively; or
 - (b) if the employee is the “secondary” adoptive parent where the other (“primary”) adoptive parent has applied for adoption leave, then such “secondary” adoptive parent is entitled to the parental leave referred to in section 25A of the BCEA. Selection of the primary and secondary adoptive parent remains at the discretion of the adoptive parents. The employee and the other parent must provide the employer with an affidavit declaring who will act as the primary or secondary parent.
- 7.2 An employee may commence adoption leave on the date—
 - (a) that the adoption order is granted; or
 - (b) that a child is placed in the care of a prospective adoptive parent by a competent court, pending the finalisation of an adoption order in respect of that child, whichever date occurs first.
- 7.3 An employee must notify his/her employer in writing, unless the employee is unable to do so, of the date on which the employee intends to—
 - (a) commence adoption leave; and
 - (b) return to work after adoption leave.
- 7.4 If the employee is unable to notify the employer in writing, he/she should provide substantial evidence of the reason(s) to this effect.
- 7.5 Notification in terms of provision 7.3 must be given—
 - (a) at least one month before the date referred to in provision 7.3; or
 - (b) if it is not reasonably practicable to do so, as soon as is reasonably practicable.
- 7.6 An employee will be entitled to thirty (30) percent of his/her monthly salary during adoption leave.
- 7.7 The payment of adoption benefits will be determined by the Minister, subject to the provisions of the Unemployment Insurance Act, 2001 (Act No. 63 of 2001).
- 7.8 Should employees wish to apply for more leave than the ten consecutive weeks of adoption leave, they may utilise available annual leave as paid leave for this period. This annual leave taken in addition to adoption leave must be applied for and approved in accordance with provision 7.5.

- 7.9 An employee on adoption leave, accumulates normal annual leave on condition that the employee returns to work after such leave.
- 7.10 The period during which the employee was on adoption leave shall be deemed as continued service. The employee will therefore qualify for normal annual increases / bonuses (if applicable).

8. COMMISSIONING PARENTAL LEAVE

- 8.1 In accordance with the Basic Conditions of Employment Act Section 25C, an employee, who is a commissioning parent in a surrogate motherhood agreement, is entitled to—
- (a) commissioning parental leave of ten (10) weeks consecutively; or
 - (b) if the employee is the “secondary” commissioning parent where the other (“primary”) commissioning parent has applied for commissioning parental leave, then such “secondary” commissioning parent is entitled to the parental leave referred to in section 25A of the BCEA. Selection of the primary and secondary adoptive parent remains at the discretion of the adoptive parents. The employee and the other parent must provide the employer with an affidavit declaring who will act as the primary or secondary parent.
- 8.2 An employee may commence commissioning parental leave on the date a child is born as a result of a surrogate motherhood agreement.
- 8.3 An employee must notify an employer in writing, unless the employee is unable to do so, of the date on which the employee intends to—
- (a) commence commissioning parental leave; and
 - (b) return to work after commissioning parental leave.
- 8.4 Notification in terms of provision 8.3 must be given—
- (a) at least one month before a child is expected to be born as a result of a surrogate motherhood agreement; or
 - (b) if it is not reasonably practicable to do so, as soon as is reasonably practicable.
- 8.5 If the employee is unable to notify the employer in writing, he/she should provide substantial evidence of the reason(s) to this effect.
- 8.6 An employee will be entitled to thirty (30) percent of his/her monthly salary during commissioning parental leave.
- 8.7 The payment of commissioning parental benefits will be determined by the Minister, subject to the provisions of the Unemployment Insurance Act, 2001 (Act No. 63 of 2001).
- 8.8 Should employees wish to apply for more leave than the ten consecutive weeks of commissioning parental leave, they may utilise available annual leave as paid leave for this period. This annual leave taken in addition to commissioning parental leave must be applied for and approved in accordance with provision 8.4.
- 8.9 An employee on commissioning parental leave, accumulates normal annual leave on condition that the employee returns to work after such leave.

- 8.10 The period during which the employee was on commissioning parental leave shall be deemed as continued service. The employee will therefore qualify for normal annual increases / bonuses (if applicable).

9. PUBLIC HOLIDAYS²⁹

- 9.1 Personnel are entitled to paid leave on all public holidays provided for in the Public Holidays Act (No. 36 of 1994).

- 9.2 The following twelve (12) public holidays are provided for in the Act:

- New Year's Day
- Human Rights Day
- Good Friday
- Family Day
- Freedom Day
- Workers' Day
- Youth Day
- National Women's Day
- Heritage Day
- Day of Reconciliation
- Christmas Day
- Day of Goodwill

- 9.3 The Act determines whenever any public holiday falls on a Sunday, the Monday following on it shall be a Public holiday.

- 9.4 An employer may not require an employee to work on a public holiday except in accordance with an agreement.

- 9.5 If a public holiday falls on a day on which an employee would ordinarily work, an employer must pay

9.5.1 An employee who does not work on the public holiday, at least the wage that the employee would ordinarily have received for work on that day;

9.5.2 an employee who does work on the public holiday, at least double the wage the employee would ordinarily have received for work on that day or, if greater, the wage the employee would ordinarily have received for work on that day plus the amount earned by the employee for the time worked that day.

- 9.6 If an employee works on a public holiday which is not a day on which the employee would ordinarily work, the employer must pay the employee's ordinary daily wage plus the amount earned by the employee for the time worked that day.

- 9.7 The employer reserves the right to exchange working days with certain Public Holidays, after consultation with staff, in order to comply with the operational needs of the employer.

²⁹ BCEA, Section 18

10. RELIGIOUS HOLIDAYS

- 10.1 If the employer does not close to celebrate religious holidays, employees will be entitled to apply for annual leave in respect of such religious holidays which they prefer to celebrate.

11. STUDY LEAVE

- 11.1 Refer to Chapter 13: "Study Policy".

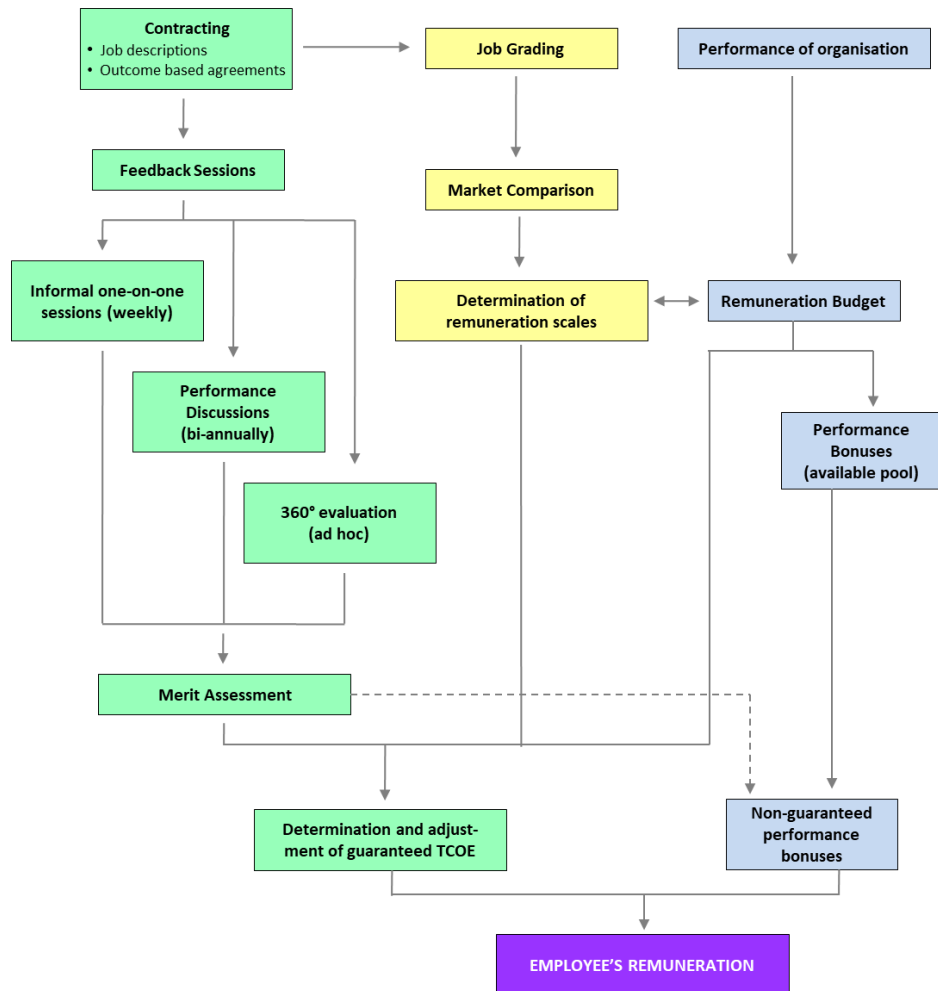
12. UNPAID LEAVE (SPECIAL LEAVE)

12.1 Granting Leave Without Pay

Unpaid leave will only be granted in exceptional circumstances, for a specific time period and purpose and should be approved by the employee's manager. Leave without pay for longer than a calendar month will only be awarded if the Committee approves it.

Remuneration

REMUNERATION MODEL



1. JOB DESCRIPTION AND PERFORMANCE CONTRACTS

1.1. Job descriptions³⁰ include the following:

- The purpose of the position
- Key Performance Areas (KPA's)
- The importance of each KPA (weights)
- An analysis of the tasks
- Expected results
- Performance Indicators
- Person specification (required knowledge, skills and personal attributes)

³⁰ How to write a job description

- 1.2 The employee's job content may change from time to time, but all fundamental changes will be discussed with the employee prior to implementation.
- 1.3 On appointment, the employee is provided with an agreed job description for the position he/she has been appointed to.
- 1.4 All employees may be required to perform any other reasonable duties which are not included in the job description.
- 1.5 The job description is reviewed at least once a year. The job description must be amended as soon as tasks change. It is the responsibility of both the Manager and the employee to add new tasks.

2. JOB GRADING

- 2.1 An acknowledged job grading system is used to create a logical hierarchy of positions, which systematically evaluates the complexity of job content and requirements. This ensures that a basis for internal and external comparison is established.
- 2.2 All positions (job descriptions) are assessed by a panel comprising a member of the Board of Directors, the responsible Head of Department and a Human Resource Management Specialist. In terms of management positions, recommendations are made by the Rector and a Human Resource Management Specialist / employee responsible for HRM. The panel makes a recommendation to the Committee of the Board. On approval, the Committee will submit any changes or newly graded positions to the Board of Directors for ratification.

3. REMUNERATION

3.1 Determining remuneration

- 3.1.1 The remuneration of an employee is regarded as a personal and confidential matter. An employee is requested to not discuss this with other employees.
- 3.1.2 The determination of remuneration is based on the "Total Cost of Employment (TCOE)" approach and includes all employee and employer contributions towards benefits.
- 3.1.3 New employees' packages are determined after negotiation with the final applicants and consideration of the remuneration of employees in similar positions. The employee's applicable qualifications, experience and current remuneration package and other relevant statistics serve as a basis for comparison.
- 3.1.4 Newly appointed staff members' TCOE is approved by the Financial Manager, the relevant Head of Department and Rector.
- 3.1.5 The remuneration package of the Rector and those in Senior management positions will have to be approved by the Committee.
- 3.1.6 Should a market-related offer to a new employee exceed the approved TCOE scale for the position, it is submitted to the Committee for approval.

3.1.7 Packages are structured within the framework of tax legislation. An expert within the employer or an expert appointed by the employer, assists newly appointed or promoted staff members with the structuring of packages. The structuring of packages is approved by the Financial Manager and Rector.

3.1.8 Hugenote Kollege adheres to the National Minimum Wage Act No. 9 of 2018 regulations as follow:

- No employee shall be paid less than the National Minimum Wage
- The National Minimum Wage does not include contributions to transport, food, accommodation or gratuities- this is to be paid over and above the National Minimum Wage
-

3.2 Market comparison and TCOE scales

3.2.1 Hugenote Kollege's salary scales are developed based on scientific principles and best practices for Human Resources Management. The purpose of the scale is to:

- Maintain a market related position
- Ensure opportunities for growth within a specific job grade
- Provide overlaps between job grades
- Allow for progression between the minimum and maximum scales based on merit
- Allowing for negotiations with new appointees

3.2.2 TCOE scales (with a minimum and maximum for each job grade) are reviewed annually and, if necessary, adjusted to ensure market related remuneration. National and local surveys and independent enquiries serve as a guideline. Industry-, regional- and occupation-specific differences are also considered. The scale is approved by the Committee.

4. FEEDBACK DISCUSSIONS (PERFORMANCE ASSESSMENT)³¹

Feedback discussions serve as an opportunity to provide feedback to all employees with regard to his/her performance against agreed job descriptions and performance agreements.

4.1 Informal Feedback Discussions (One-on-One Discussions)

Regular one-on-one work sessions (30 - 45 minutes) between Staff and their managers, as required.

4.2 Formal Feedback Discussions / Performance Appraisals

Formal feedback discussions serve as an opportunity to provide structured feedback regarding the employee's performance over the last six (6) months. It is a two-way discussion and is aimed at reaching consensus with regard to:

- Results achieved;
- Possible reasons or causes for deviation from agreed levels of performance; and
- Action plans for further performance improvement and development.

³¹ Performance Discussion Form

5. MERIT ASSESSMENT³²

- 5.1 Merit assessment is a comprehensive assessment and includes a holistic evaluation of performance, an assessment of competence, potential, milieu and interpersonal relationships. The performance of an employee is therefore only one of the factors to be considered.
- 5.2 Merit assessment is done by the panel consisting of a member of the Committee, the Rector and the responsible Head of the Department. An external HR expert may facilitate the proses.
- 5.3 Merit assessment is conducted annually.

6. NON-GUARANTEED PERFORMANCE AWARDS

- 6.1 Hugenote Kollege does not offer guaranteed bonuses in addition to a staff member's annual TCOE.
- 6.2 A performance-based bonus is regarded as a privilege and not a right, and therefore the employer has the final decision-making powers in this regard.
- 6.3 The payment of bonuses, if granted, is at the sole discretion of the Board of Directors based on their evaluation of the financial position of the college.
- 6.4 In the event of an employee leaving the employment of Hugenote Kollege during a particular year, for whatever reason, the employee will not be entitled to a pro rata bonus.

7. PAYMENT OF SALARIES

- 7.1 Salaries are normally paid on a monthly basis by direct bank transfer (EFT payment), on the 25th of the month.
- 7.2 If this day falls on a public holiday, a Saturday or a Sunday, payment will be received on the last working day preceding the agreed day of payment.
- 7.3 At termination of employment, the employee will receive his final salary before or on the last working day of the last month of service. Final payment will only be made after the final calculation of all monies due to and owed by the employee concerned.
- 7.4 The employee shall not be remunerated for any period of unauthorised absence, including industrial action or during a valid lockout. The principle of no work no pay shall apply.

8. DEDUCTIONS

- 8.1 Only deductions that are required by legislation and which the employee has agreed to in writing, will be made.

9. LOANS AND ADVANCES

- 9.1 No loans or advances will be granted to employees.

³² Merit Assessment Form

Eight

Pension and Medical Aid Fund

1. PENSION FUND

- 1.1 Membership of the designated Pension Funds as approved by the Board of Directors is compulsory for all permanent staff members. Employer and employee contributions to the fund are agreed upon and structured within the employee's TCOE by written agreement.
- 1.2 The pensionable portion of the employee's TCOE and contribution rate will be structured within the options available under the rules of the relevant fund.
- 1.3 The monthly contributions are as negotiated with the employee as stated in the employment contract.

2. MEDICAL AID FUND

- 2.1 Hugenote Kollege offers no medical aid and membership of a Medical Aid Scheme is not compulsory.
- 2.2 Employees are encouraged to join their own medical aid, the cost of which will be borne by the employee.
- 2.3 All cost associated with a Medical Aid fund will be for the employee's account.
- 2.4 The employer does provide for membership to a Gap-Cover medical scheme. Membership is voluntary.

Insurance

1. WORKMEN'S COMPENSATION INSURANCE³³

- 1.1 The employer pays for the insurance of employees in accordance with the provisions of the Compensation for Occupational Injuries and Diseases Act (Act 130 of 1993, as amended).
- 1.2 Any injuries or accidents on duty (at the place of work or at a client's premises) must be reported (using the forms in the link in the footnotes and according to the correct procedure described in 1.6)³⁴ to the employer immediately after the incident occurred. Reporting must be in writing with full particulars of the accident and injuries.
- 1.3 If notice is not given to the employer or Compensation Commissioner within 12 months after the date of accident, the employee forfeits his/her right to compensation, as the claim cannot be considered in terms of the Act.
- 1.4 All employees must get involved and drive his/her case. The employee must assist the employer in obtaining the medical reports, as the employee has chosen the doctor, sees the doctor regularly and it is the employee's case that has to be finalised.
- 1.5 All employees are subject to the safety provisions and standards which have been determined by the employer in accordance with the Occupational Health and Safety Act and Regulations (Act 85 of 1993 as amended). Disregard, negligence and wilful failure by an employee to comply with such regulations, rules and procedures indemnify the Company from any accountability or associated liability with regard to accidents, injuries or any other incident.

1.6 Employer's responsibilities³⁵:

- 1.6.1 The employer has to report the accident in the prescribed manner – i.e. by completing the Employer's Report of an Accident (Part A of W.Cl. 2). The act requires that an accident be reported by the employer to the Compensation Commissioner within 7 days after the accident took place, or within 14 days of being notified of the diagnoses of a disease.
- 1.6.2 Part B of the Employer's Report of an Accident (W.Cl. 2) is a carbon copy of Part A and should be handed to the employee to give to the doctor / hospital / chiropractor who is going to treat him/her. If an employer fails to report the accident, the doctor can report the case by sending a copy of Part B to the Compensation Commissioner. The employer will then be subpoenaed to submit Part A.
- 1.6.3 The Employer has to send the W.Cl.2 as soon as possible to the Compensation Fund. They do not have to wait for the part the doctor has to fill in. Once employers receive the doctor's part of the form, they can send that too.
- 1.6.4 Employers must pay compensation to the worker for the first three (3) months after the accident. The Compensation Fund will refund the employer for this.

³³ Compensation for Occupational Injuries and Diseases Act (Sections 41-43)

³⁴ <http://www.labour.gov.za/DOL/find-more-info/all-about-workmens-compensation>

³⁵ <http://www.labour.gov.za/DOL/legislation/acts/how-tos/compensations-for-occupational-injuries-and-diseases/how-to-report-an-occupational-accident-with-the-compensation-fund-if-you-are-an-employer>

- 1.6.5 Obtain First Medical Report (W.Cl. 4) from the treating doctor. Medical evidence plays an important part when liability for the payment of compensation and medical expenses is considered.
- 1.6.6 Obtain Progress Medical Reports (W.Cl. 5). When an employee is receiving prolonged medical treatment and is off duty as a result of injuries sustained in an accident, progress medical reports should be submitted on a monthly basis to the Compensation Fund to ensure that compensation in respect of temporary total disablement is paid timeously.
- 1.6.7 Final Medical Report (W.Cl. 5) should be submitted as soon as the employee's condition has become stable. The doctor has to describe the impairment of function as a result of the accident, if any, to enable the Fund to assess permanent disablement, if any.
- 1.6.8 Resumption Report (W.Cl. 6) – the form has to be completed by the employer immediately after the employee has resumed work. Where an employee is booked off duty for a lengthy period, interim reports must be submitted.
- 1.6.9 Employee's banking details form should be submitted. Should the claim qualify for any compensation, this form will be used to verify the claimant's banking details.
- 1.6.10 Should the employer fail to report the accident, the employee has to complete a Notice of Accident and Claim for Compensation (W.Cl. 3)³⁶.

2. UNEMPLOYMENT INSURANCE³⁷

Contributions to the Unemployment Insurance Fund is compulsory for all employees. The Employer contributes one half (50%) and the employee the other half (50%) towards the monthly contribution for the UIF fund. The fund is primarily utilized for the payment of unemployment- and illness benefits as well as payments to dependents of deceased contributors.

3. KEY PERSON INSURANCE

The Board of Directors may, within its discretion, take out Key Person Insurance policies on senior management and/or directors. The proceeds may also be discretionally (fully or in part) ceded to the estate of the affected person in the event of mortality or disability.

³⁶ <http://www.labour.gov.za/DOL/legislation/acts/how-tos/compensations-for-occupational-injuries-and-diseases/how-to-claim-from-the-compensation-fund-if-you-are-a-worker>

³⁷ Unemployment Insurance Contributions Act 4 of 2002, Section 2,6,7

Termination of Employment

1. NOTICE PERIOD³⁸

- 1.1 The employment contracts of permanent and temporary employees can be terminated by giving one (1) calendar month written notice by either party.
- 1.2 Notice to terminate employment must be given in writing before or on the last day of the calendar month.
- 1.3 An employee will not be allowed to take annual leave during their notice period.
- 1.4 Irrespective of the provisions stipulated in paragraph 1.1 of this section, an employee's services may also be terminated in accordance with the Labour Relations Act 66 of 1995 due to poor work performance, misconduct, incapacity or operational requirements:

1.4.1 Dismissal due to misconduct³⁹

Dismissal is with immediate effect (summary dismissal). Dismissal of an employee takes effect on the day the employee was informed in writing of the outcome of the disciplinary process and of his/her subsequent dismissal.

If an employee has been suspended prior to the disciplinary process, he or she will be fully remunerated until the effective date of dismissal.

A final payment of all outstanding monies owed to the employee will be made within thirty (30) calendar days after dismissal.

1.4.2 Dismissal due to operational requirements⁴⁰

Should the employer contemplate retrenching one or more staff members or to make certain positions redundant due to operational requirements, the employer will, in accordance with the requirements of Section 189 of the Labour Relations Act (66 of 1995), consult with all the affected employees before such a decision is made.

1.4.3 Termination of employment due to incapacity (ill health or injury)

After a sympathetic investigation, an employee's services may be terminated due to the employee not being able to continue his/her services within a reasonable time period. Such an investigation and termination of service will not be concluded before the employee has exhausted all sick and annual leave. The "code of good practice" of the Labour Relations Act (66 of 1995) will serve as a guideline.

- 1.5 Once an employee's written notice of resignation has been submitted, it may not be withdrawn unless agreed to by the employer.

³⁸ BCEA, Section 37

³⁹ LRA, COGP Schedule 8

⁴⁰ LRA, Section 189

- 1.6 If an employee refuses / fails to work out his/her notice period, it shall be deemed that he or she is in breach of contract. In such an event the employer may proceed to claim damages.
- 1.7 Should the employee fail to give sufficient notice of termination of service, the employer would be entitled to withhold an amount of salary/wage/leave pay or any money which is due by the employer to the employee, equal to the period of notice which he/she was supposed to have served.

2. RETIREMENT

- 2.1 The employee will be obliged to retire upon reaching the age of 65 (sixty-five) upon which the contract of employment will automatically expire. An employee retires on the first day of the month during which they become 65 years of age.
- 2.2 The employer may agree to temporarily appoint the employee on a fixed term contract once the employee has reached the retirement age. Such appointment is not a right and only offered to employees in exceptional cases.

3. REIMBURSIVE COST⁴¹

- 3.1 By agreeing to this policy, the employee accepts liability for any outstanding advances/loans, and any amounts linked to damages to the employer's property, or losses (including Professional Indemnity Insurance claims which are not covered if a claim is related to malicious staff negligence or staff sabotage) due to the employee's negligence or any other amounts owed by the employee. These amounts will be deducted from the employee's last salary with written consent.
- 3.2 Should an employee's employment terminate when the employee has taken more sick, annual, maternity or family responsibility leave than he is entitled to, Hugonote Kollege will be entitled to recover any salary paid in respect of the excess leave, and will be entitled to deduct this amount from any payment that may be due to the employee.

4. REMUNERATION

- 4.1 During the notice period all monies owed to the employee, as well as monies owed by the employee (including training bursaries or loans) will be calculated and consolidated. A final payment will be made before or on the employee's last working day.
- 4.2 The employer may pay the employee in lieu of notice. In this case, the employee will be paid for their notice period, however, they will not be required to return to work during the notice period.

5. CERTIFICATE OF SERVICE⁴²

- 5.1 On termination of employment, an employee is entitled to a certificate of service. The employee will receive the certificate on his/her last working day.
- 5.2 Letters of recommendation for departing employees are not a matter of right. Requests for such letters should be made to the employee's manager. The employer, in its discretion, may or may not respond to such request.

⁴¹ BCEA, Section 34

⁴² Certificate of Service

6. EXIT INTERVIEW⁴³

- 6.1 Before an employee finally leaves the employer's employment, the employee must attend an exit interview with the responsible person nominated by the employer. At that interview the employee will be requested to comment on his/her work experience with the employer and (if applicable) to give reasons for his/her resignation. All employees must co-operate fully in the exit interview process.
- 6.2 An exit interview report must be submitted to the relevant Head of Department. A copy of this report (form) must be placed in the employee's file.

7. EXIT INTERVIEW CHECKLIST⁴⁴

- 7.1 The responsible party shall complete the employer's exit interview checklist and file it in the staff member's file.
- 7.2 Within one (1) week after the giving of notice of termination of employment, the responsible party must assist the employee with all relevant documentation and information in relation to the termination of employment.
- 7.3 It is the responsible party's duty to ensure that:
 - 7.3.1 All Employer property that was in the possession of the person whose services have been terminated, are still in a good working condition and are returned;
 - 7.3.2 All administrative processes are completed correctly and are finalised; and
 - 7.3.3 A proper handover of all work in progress is done.

⁴³ Exit Interview Form

⁴⁴ Exit Interview Checklist

Relief and Promotions

1. RELIEF

- 1.1 Employees may be requested /required to act as temporary relief for another employee.
- 1.2 No relief allowance will be payable for relief work in another position. Observation and job rotation are regarded as part of Hugenate Kollege's employee development policy.
- 1.3 Should an employee relieve a more senior position for more than three (3) consecutive months, a relief allowance / bonus may be payable at the discretion of management. Allowances will be determined by the Remuneration Committee.

2. PROMOTIONS

- 2.1 Promotions may be applicable in the following cases:
 - A higher job grade has been awarded to a job during a re-evaluation.
 - An employee has been promoted to a more senior position.
- 2.2 If an employee is promoted, a salary adjustment may be considered on merit.
- 2.3 Hugenate Kollege acknowledges that it is a designated employer in terms of the Employment Equity Act of 1998 (50 or more employees or has an annual turnover as reflected in Schedule 4 of the Act). The employer must therefore take initiatives to advance employees from designated groups. Promotional opportunities form part of those initiatives and Hugenate Kollege will consider employment equity obligations when determining promotions.
- 2.4 In cases where two internal candidates are deemed to be equally suitable for a role, Hugenate Kollege will take cognisance of the Employment Equity plan and targets and give preference to an Employment Equity candidate in those categories where the employer lacks the targets.

Compulsory training and development

1. DEFINITIONS

1.1 Training

Training refers to theoretical and practical training through which knowledge and skills are acquired in order to perform a certain task effectively. Training includes external and internal (on-the-job) training.

1.2 Development

Development refers to the process whereby an individual's performance capacity is developed by means of theoretical and practical training, self-study and other learning activities.

1.3 Organisational Development

Organisational development refers to the process whereby the employer's performance can be improved through conducting a needs analysis and thereafter designing and implementing appropriate OD interventions.

2. TRAINING PROGRAMMES

- 2.1 Participation in training and development programmes will be considered based on specific requirements of a particular position.
- 2.2 It is compulsory for all staff to attend work-related training⁴⁵ and/or personal development programmes scheduled by the employer.
- 2.3 Additional time worked due to attendance of training and development programmes will not be regarded as overtime.
- 2.4 The attendance of training during working hours⁴⁶ must be approved by the relevant manager in advance.
- 2.5 It is the employee's responsibility to provide proof of successful completion of a training programme to the employer.
- 2.6 The staff member's newly acquired skills will be evaluated after the successful completion of training. The employee should be able to demonstrate the newly acquired knowledge and skills.

3. TRAINING RECORDS ⁴⁷

- 3.1 The person responsible for the HR administration will have to ensure that accurate records of all training received are recorded and filed.

⁴⁵ Internal training form

⁴⁶ Application for external training

⁴⁷ Training record form

Thirteen

Study policy

1. THE STUDY SUPPORT BUDGET

- 1.1 Based on Hugenate Kollege's financial and operational requirements, a Study Support Budget will be determined on an annual basis on/by 31 October.
- 1.2 The existence and size of the annual Study Support Budget is reliant on the Kollege's financial circumstances and is not a guarantee. Should the financial circumstances of Hugenate Kollege not allow for the allocation of money towards the Study Support Budget, no such money will be allocated during the financial year.
- 1.3 Applications for study support will accordingly be done on a year-to-year basis and provision of a year's study support, will not guarantee provision of study support for subsequent years.

2. APPLICATIONS

- 2.1 All applications for study assistance must be submitted to the Academic Committee, if the staff member forms part of the Academic Department, alternatively to the Head of Department on/before 31 October.
- 2.2 An employee's application must be accompanied by:
 - 2.2.1 A written motivation why the employee should qualify for study support, including how the completion of the relevant course will contribute towards the employee's job.
 - 2.2.2 All information pertaining to the relevant course the employee wishes to study, including the subjects and cost of the course.
 - 2.2.3 A motivation/letter of support from the employee's Line-Manager.

3. EVALUATION OF APPLICATION

- 3.1 Any staff member who wishes to obtain study support must submit an application to the Academic Committee, if the employee belongs to the Academic Department, alternatively to the Head of Department. Study support will only be considered when the following criteria are met:
 - The course must be formally accredited at a registered, authoritative institution.
 - The course must be directly related to the person's current job description or reasonably linked to his/her future career progression at the employer.
 - The completion of the course must benefit the Kollege in that it will result in the employee being better equipped and/or qualified to execute his/her duties and responsibilities.
 - The awarding of study support is done while considering Hugenate Kollege's strategic needs and budget.
 - Study assistance is not a right and is awarded on merit.

- Applications will be considered on merit and approved at the sole discretion of the Head of Department and Rector. The relevance of courses, strategic priorities of the employer as well as the performance and career history of the employee, are factors that will be considered.
- In the event that the employee is in the process of completing his/her relevant course, the employee must submit his/her academic results in support of on-going academic support.

4. COST

- 4.1 If a staff member studies in an approved field (as determined by the Head of Department or Academic Committee), Hugonote Kollege may consider to financially support employees.
- 4.2 Should the employee's application be approved, the amount awarded will be determined by Management based on the Study Support Budget allocated for the financial year and the number of qualifying applicants.
- 4.3 The same amount will not be awarded for each year of studying as the amount will be reliant on the allocated Study Support Budget and the number of successful candidates. The employee should accordingly not rely on the same monetary amount being allocated throughout his/her study period.
- 4.4 If an employee does not pass his/her studies/courses, the amount paid by the Kollege in respect of said studies/courses will be refundable to the Kollege. The Kollege will also not contribute financially to courses that are being repeated.
- 4.5 Study support will only be awarded if the employee submitted proof of the costs of the relevant course.
- 4.6 Study support is awarded on an annual basis for a single year of studying. The employee will have to re-apply for each year of studying and said application will be considered on its merits.

5. STUDY LEAVE

- 5.1 Study leave is a privilege and not a right.
- 5.2 The number of study leave days to which an employee will be entitled will be reliant on the course which the employee intends on studying.
- 5.3 A comprehensive study and research programme with regard to the planned course must be submitted with the application in support of the amount of study leave for which the employee intends on applying.
- 5.4 Below serves as a guideline of the amount of study leave to which an employee will be entitled.
- 5.4.1 In the event of a PHD Degree, the duration of study leave will be at the discretion of the Rector in consultation with the employee's line manager, with a maximum of 40 working days per annum.
- 5.4.2 In the event of an employee completing a structured course with examinations, the employee may be entitled to one (1) day study leave prior to the examination and one (1) day paid study leave on the day of the examination (to a maximum of 10 working days per annum).
- 5.4.3 In the event of the employee completing a course which requires physical class attendance, the employee must submit his/her class roster and the Academic Committee or Head of Department will establish whether the employee will qualify for study leave for the relevant periods of class attendance.
- 5.4.4 Study leave will not accumulate.
- 5.4.5 Study leave will not be disbursed should the employee leave the employ of Hugonote Kollege.

- 5.5 Applications for study leave should be submitted to the appropriate Head of Department or Academic Committee, if the employee forms part of the Academic Department, at least four (4) weeks prior to the date on which the leave is to commence.
- 5.6 Study leave is intended for courses that lead to a recognised tertiary qualification.
- 5.7 Normal short courses to which an employee is nominated and which should be attended during normal working hours is considered compulsory business training and will not be considered for study leave.
- 5.8 No study leave shall be approved in respect of a re-examination and/or a subject that is repeated.
- 5.9 If an employee resigns within one (1) year after study leave has been taken, such leave will be regarded as annual leave or will be recovered from the monies payable to the employee upon resignation.

6. GENERAL

- 6.1 Should the Kollege award study support to an employee, the employee must remain in the employment of the Kollege for a period equivalent to the study term. (ie. If the employer contributes study support towards three (3) years of studies/a course, the employee must remain in the employ of the Kollege for a period of three (3) years).
- 6.2 Should the staff member leave Hugonote Kollege's service (for any reason) prior to the employee working for a period equivalent to the study period, the entire amount will become due and payable and can be deducted from any monies owed to the employee. Payments made by the employer in respect of an unfinished year of study will also be recovered with early resignation.
- 6.3 The completion of a relevant course will not result in the employee being considered for a promotion or a salary increase and no such expectation should exist with the employee.

7. CONGRESS LEAVE

- 7.1 Congress leave may be granted for the attendance of congresses, symposia, workshops, seminars and other professional gatherings, which includes reasonable travelling time.
- 7.2 Congress leave must be approved by the relevant Head of Department or Academic Committee and applications must be accompanied by an official programme of the event.
- 7.3 Congress leave is a privilege and not a right.
- 7.4 Application for Congress leave must be submitted to the Head of Department at least 14 days prior to the start date of the intended leave.

Discipline

1. PURPOSE

- 1.1 For the sake of good order, Hugenote Kollege like any other employer, has rules and regulations that employees need to comply with. These conditions are aimed at the safety and wellbeing of employees, the employees' rights to be treated consistently and fairly and the successful achievement of the objectives of Hugenote Kollege.
- 1.2 All employees of Hugenote Kollege must comply with the rules and regulations. These conditions may vary according to the requirements of different job groups and the implications of the same transgression may be more or less serious depending on the job group.
- 1.3 It is Management's prerogative to maintain discipline, to caution those who do not comply with the conditions of employment and, where necessary, to implement disciplinary action.
- 1.4 It is the employer's intention to act in a procedurally and substantively fair manner, and to comply with applicable legislation at all times.
- 1.5 It is Management's duty to decide on a suitable sanction if an employee is found guilty of an offence.
- 1.6 Employees are expected to obey and carry out reasonable and lawful instructions given to them by their superiors.
- 1.7 Employees are expected to conduct themselves in a manner that reflects and maintains the image of the employer at all times.
- 1.8 If any behaviour or action taken by an employee at any time is regarded as detrimental to the employer, management may take disciplinary action against the employee.
- 1.9 it is the duty of every employee to report irregularities observed on the part of other employees to the Management or staff member responsible for HRM.

2. REPRESENTATION⁴⁸

- 2.1 In all instances of disciplinary action, the employee has the right to representation. Such a representative must, however, be an employee of Hugenote Kollege.
- 2.2 If an employee is a member of a trade union, the employee may be represented by a shop steward of the trade union (if applicable).
- 2.3 If disciplinary action is planned against a shop steward of a trade union, the trade union will be notified and consulted with and the shop steward may be represented by an external official.

⁴⁸ LRA, Section 4

3. COURSE OF THE DISCIPLINARY HEARING⁴⁹

3.1 Investigation

Thorough investigation should be done to obtain all relevant information:

- The investigation (and hearing) must take place as soon as possible after the incident while still allowing sufficient time for investigation and preparation for the hearing.
- The employee may (if sufficient motivation exists) be suspended with full payment prior to or during the investigation until the hearing has been concluded. An employee should be notified in writing of his/her suspension.
- Ensure that as much relevant information as possible is obtained and thoroughly examined (pre-hearing investigation).
- Determine the nature of the transgression and describe this as accurately as possible.
- Verify the policy, procedure and all relevant requirements under the Labour Relations Act.
- If the investigation indicates a possible transgression and sufficient proof in support of such suspicion exists, Management may decide to proceed with a disciplinary hearing.

3.2 Notice⁵⁰

An employee who is charged with a disciplinary offence must be notified in writing of such offence and disciplinary hearing. The notice must contain the following information:

- If the employee is literate, inform the employee of the hearing in **writing**.
- Where written communication or language may pose a problem; the transgression must be explained to the employee in the applicable **language and in a practical manner**.
- If circumstances do not allow for a written or verbal notice to be given, an **e-mail, fax, WhatsApp or registered letter** must be sent to the employee's address.
- Indicate the **date, time and venue** where the hearing will take place.
- The **charges** must be formulated **factually (with sufficient information regarding the alleged transgression) and in a clear and understandable language**, to enable the employee to prepare a response and defence against the charges.
- The employee has the right to **representation** by a colleague or trade union representative. Representatives must be from the same workplace. No external representation will be allowed during the hearing.

⁴⁹ LRA, COGP Schedule 8

⁵⁰ Disciplinary forms: Notification of disciplinary hearing

- The notice must be served on the employee **at least forty-eight (48) hours** prior to the hearing to allow the employee sufficient time to prepare. Postponement may be granted if the employee requires more time for preparation.
- The employee has the right to an **interpreter**, which should be requested by the employee in advance and will be arranged by the employer.
- The employee has the right to call **witnesses** and to submit **evidence**. (The employee must make the necessary arrangements to ensure the presence of the witnesses.)
- The employee must be given reasonable access to any information/documents/images or recordings which can serve as evidence in the employee's case.

3.3 Persons required to be Present

The following persons must be present during the hearing:

- The employee ("accused").
- The representative of the employee (should the employee prefer to appoint a representative).
- An independent chairperson (senior employee or external consultant [expert]).
- Representative of the employer who submits the charges and states the employer's case.
- Witnesses of both parties (if applicable).
- Person taking minutes (optional).
- Interpreter (optional).

3.4 Steps during the Disciplinary Hearing

- The chairperson explains to both parties their rights and the course of the proceedings.
- The chairperson ensures that the employee understands his/her rights.
- The chairperson reads the charges/complaints and confirms that these have been understood.
- The chairperson requests the accused to plead on the charges (guilty or not guilty).
- If the accused pleads guilty and the facts of the matter is common cause, there is a lesser obligation on the employer to prove guilt. The employee should be given an opportunity to explain why he is pleading guilty. If the chairperson is satisfied that the employee has pleaded guilty to the misconduct, a short summary and overview of the facts of the case is regarded as sufficient. If the accused does not plead guilty, proof must be presented.
- The employer is given an opportunity to state his/her case against the employee, submit evidence, and to call upon witnesses. The employer must prove the employee's guilt based on a balance of probability.
- The employee and/or his/her representative have the opportunity to cross examine the employer's witnesses.

- The employer has an opportunity to re-examine testimony (in terms of new information which has come forward during cross examination).
- The employer is given the opportunity to conclude his / her case and summarise the facts.
- The employee has an opportunity to state his/her case, submit evidence and call upon witnesses to defend his/her case.
- Subsequently, the employer has the opportunity to cross examine the employee's witnesses.
- The employee gets an opportunity to re-examine evidence (in terms of new information which has come forward during cross examination).
- The employee gets the opportunity to conclude his/her case and to offer a brief summary.
- During the hearing, the chairperson may ask additional questions to clarify uncertainties and to ensure that all relevant information is considered.
- The chairperson considers all the facts (probability) and decides whether the employee is guilty or not.
- If the employee is found guilty, the chairperson gives the parties the opportunity to submit and present mitigating and aggravating circumstances to be considered in determining an appropriate sanction.
- The chairperson considers the mitigating and aggravating circumstances (e.g. disciplinary record) and decides on a sanction and corrective measures.
- The proceedings may be adjourned by the chairperson to allow him/her sufficient time to consider the facts, make a finding and decision regarding the appropriate sanction.
- The chairperson's decision (finding and sanction) must be communicated in writing to both parties.
- The chairperson informs the employee of his/her right to appeal internally or to refer the matter to the CCMA within 30 days after the outcome has been communicated, where after the hearing is adjourned.

3.5 Administration

Sound administration and record keeping are very important during the disciplinary process. The following aspects should receive special attention:

- Minutes of disciplinary hearings should be kept in writing or an audio recording could be made.⁵¹
- The outcome of the hearing must be communicated in writing and the employee should acknowledge receipt (signature).⁵²
- Records of all disciplinary action must be kept in the employee's personnel file. The nature of the transgression and the action that was taken should be recorded.

⁵¹ Disciplinary forms: Minutes of disciplinary hearing

⁵² Disciplinary forms: Outcome of disciplinary hearing

4. FOUR TYPES OF DISCIPLINARY ACTION

Action will be based on the nature, severity, frequency and/or implications of the transgression. The facts of the matter and the seriousness of the transgression will therefore determine the course of action.

There are four types of disciplinary action that can be taken against an employee:

4.1 Counselling/Concerned Discussion/Verbal Warning⁵³

A disciplinary discussion will be conducted in the case of a less serious offence that does not justify a written warning.

- During an informal conversation the Manager draws the employee's attention to the danger/implications of his/her conduct and the rule or standard is again confirmed. A statement may be obtained from the employee regarding their reasoning for their actions.
- A counselling form as well as all other documentation related to the matter, is filed in the employee's personnel file.
- A verbal warning is valid for **three (3) months**.

4.2 Written Warning

For more serious transgressions where a mere verbal warning is inappropriate and/or a repeated transgression within three (3) months of a counselling session/ verbal warning being issued.

- After a disciplinary hearing the employee receives a written warning, indicating the nature of the transgression/findings and the possible implications of subsequent transgressions.
- A copy of the warning, as well as all other documentation related to the matter, is signed by the employee and the Manager and is filed in the employee's personnel file.
- Each written warning is valid for a period of **six (6) months**.

4.3 Final Written Warning

Final written warnings apply for serious transgressions which do not justify immediate dismissal and/or for a repeated transgression within six (6) months of the issuing of the written warning.

- After a disciplinary hearing the employee receives a final written warning, which indicates the nature of the transgression/findings and the possible implications of subsequent transgressions.
- A copy of the warning together with all other documentation related to the matter, is filed in the employee's personnel file.
- The warning is valid for **twelve (12) months**.

4.4 Termination of Service / Dismissal

For a very serious transgression which justifies summary dismissal and/or a repeated transgression within twelve (12) months of a final written warning.

⁵³ Disciplinary forms: Counselling Form

- Depending on the nature and the severity of the transgression, the employee's service may be terminated after a disciplinary hearing by summary dismissal (without a notice period).⁵⁴
- The dismissal is authorised by the Head of Department.

4.5 Suspension as a sanction⁵⁵

If an employee is convicted of serious misconduct, he/she may be suspended without pay for a maximum period of one (1) week. The employee consents not to be remunerated for the period of suspension.

4.6 Suspension in Anticipation of a Disciplinary Hearing

Should the employee commit a dismissible offence, the employer may suspend the employee's employment on full pay with immediate effect and the employee shall appear before a disciplinary committee as soon as possible.

4.7 Demotion

Should the chairperson upon completion of a disciplinary hearing decide that the employee should be demoted, the employee's salary/wages shall be adjusted accordingly with immediate effect.

5. CRIMINAL OFFENCES

In instances where a criminal offence might have taken place, the employer has the right/duty to lay a criminal charge against an employee. The outcome of the criminal investigation does not determine the outcome of the disciplinary hearing and vice versa. The onus also differs – the accuser in a criminal case must be able to prove guilt "beyond reasonable doubt", whilst in Labour Law, the employer only needs to prove guilt on a "balance of probability".

6. APPEAL⁵⁶

The accused may at the conclusion of the disciplinary procedure appeal as follows:

- Within five (5) working days of receipt of a warning or notice of dismissal, a written appeal is lodged with a higher Management authority / person responsible for HR administration.
- Within ten (10) working days from receipt of the appeal, the person with whom the appeal is lodged must determine whether there are grounds for appeal. If he/she determines that there are grounds for appeal, he/she arranges an appeal hearing where the appellant can state his/her case to Management (Manager in a more senior position than the person who instituted the original sanction).
- The appellant may be assisted by an internal representative of his/her choice (an employee of the employer).
- The employer appoints a chairperson (independent Manager or external specialist) for the appeal.

⁵⁴ Disciplinary forms: Notice of Dismissal Form

⁵⁵ Disciplinary forms: Suspension Form

⁵⁶ Disciplinary forms: Appeal Form

- After the appeal hearing, the chairperson who handled the appeal may acquit the appellant, uphold the previous decision or increase / reduce the sanction. The outcome of the appeal is recorded in the minutes and filed in the employee's personnel file. With this, the matter is then concluded insofar as the employer is concerned.
- The sanction that was decided upon after a disciplinary hearing takes immediate effect and is not deferred pending a possible appeal.
- Should the employee's appeal succeed, the sanction will be revoked retrospectively as far as practically possible, or, if applicable, replaced by a more appropriate sanction.

7. COMPETENCE OF MANAGERS

All Managers are responsible for the application of discipline within their respective departments. Where a Manager is directly involved in a situation that may influence his/her judgment, another Manager or external expert may be requested to act as chairperson in a hearing. If a Manager acts as chairperson in a hearing, appeals are referred to another Manager.

8. COMPETENCY OF PERSON RESPONSIBLE FOR HRM ADMINISTRATION

The person responsible for the HRM administration fulfils an advisory and administrative function and is also responsible for, amongst others, the following:

- 8.1 All administrative aspects concerning the disciplinary investigation and hearing.
- 8.2 Ensure that the employee is aware of the charge against him/her, and that the written notification was timeously received.
- 8.3 Interviews and taking the statements of the relevant employee and the witnesses. Statements must be read to the individuals concerned, be declared accurate and signed.
- 8.4 Keep complete records of all disciplinary actions (personnel files).
- 8.5 Advise all those concerned regarding their duties and the correct interpretation of the personnel policy.

9. THE ROLE OF ADVISORY CO-WORKERS / SHOP STEWARDS

- 9.1 Any employee against whom formal disciplinary steps are considered may at his/her request, during the investigation or any subsequent investigations, be assisted by a shop steward or fellow employee. This employee is known as an advisory co-worker.
- 9.2 The advisory co-worker or shop steward may assist the employee in the presentation and motivation of his/her case. The co-worker may also be asked to comment at the conclusion of the hearing.
- 9.3 The employee may consult with external specialists in his/her own time. External representation during the disciplinary hearing is normally not allowed. The employee may however approach the chairperson and motivate special/ exceptional grounds on which external representation should be allowed. The chairperson will make a ruling whether or not representation shall be allowed.

10. POLYGRAPH TEST

The employer reserves the right to make use of polygraph / lie detector tests when required under certain circumstances, with the consent of the employee. Such tests will be administered and interpreted by a specialist. The employee will be informed of the outcome of the tests.

11. GUIDELINES FOR THE APPLICATION OF DISCIPLINE (DISCIPLINARY CODE)

The following examples of transgressions and proposed sanctions serve as general guidelines. This list is not intended to be complete or necessarily sufficient. The severity of the offence as well as the facts of the case will determine the final sanction. Other factors to be considered in determining a suitable disciplinary measure include: period of service, previous offences, time period since last offence, and aggravating or mitigating circumstances. This code shall in no way limit the right of Management to take appropriate disciplinary action in respect of offences not specifically mentioned.

TRANSGRESSION	1st Offence	2nd Offence	3rd Offence	4th Offence
CATEGORY A: - Timekeeping: failure to comply with stipulated hours of work (reporting late for work) - Unauthorised deviations from tea and lunch time - Unauthorised absenteeism (1 or 2 days) - Failure to notify the employer of absence - Sleeping on duty (depending on circumstances) - Unproductive work ways (laziness) loafing or idleness (refers to standing or sitting about idly or saunter lazily or aimlessly and thereby neglecting one's work, failing to work when there is work to be completed) - Trespassing of traffic regulations with employer motor vehicle - Poor quality of work or non-compliance with work standards - Negligence (towards tasks/responsibilities; w.r.t reasonable instruction) - Wearing improper clothing to work - Wasting of material - Gambling on premises - Poor maintenance of vehicle, equipment, teaching equipment, place of work etc.	Counselling / Verbal Warning	Written Warning	Final Written Warning	Dismissal
CATEGORY B: - Negligence resulting in damage to equipment, material, property, etc. - Failure to inform management of damage to equipment, material, property etc. - Non-compliance with safety and hygiene measures - Use of offensive or abusive language or signs	Written warning	Final written warning	Dismissal	

TRANSGRESSION	1st Offence	2nd Offence	3rd Offence	4th Offence
- A history of periodical absenteeism over short periods (1-2 days) - Unauthorised private/part-time work - Negligence w.r.t. completion of reasonable instructions - Abuse telephone/internet facilities - Abuse of sick leave - Failure to report for overtime - Dereliction of duty (Failure to comply with a duty to perform a task or job function in terms of allocated tasks and or your job description and or general and recurring duties assigned to the employee) - Breach of employer policy and procedure (a negligent or intentional failure to follow an employer policy that has been implemented)	Written warning	Final written warning	Dismissal	
CATEGORY C: - Unauthorised absence from place of work (three to four consecutive days) - Post desertion - Deliberate evasion/neglect of duties and responsibilities - Refusal to carry out lawful instructions at work - Unauthorised possession of a firearm or dangerous weapon or business property - Insubordination (intentional disobeying of a reasonable and lawful instruction) - Insolence (action by an employee that constitutes and shows disrespect to his/her employer, and/or direct or indirect challenge to the authority of the employer) - Disregard for / failure to obey security and safety measures - Abusive language (language that is inappropriate or abusive towards a co-employee / groups of employees and may or may not be derogatory in nature) - Unauthorised use of Employer vehicles - Unauthorised transport of passengers in employer vehicle - Deliberate disregard of rules regarding the use of motor vehicles - Damage to employer property - In possession of drugs - Smoking in prohibited areas - Acting rude towards clients, management or colleagues - Misuse of rights / abuse of privileges - Any action during/after work hours that may bring the employer's good name into disrepute	Final written warning	Dismissal		

TRANSGRESSION	1st Offence	2nd Offence	3rd Offence	4th Offence
- Unauthorised adjustment, removal of any part(s) of work equipment, machinery, vehicles, computers - Possession or distribution of pornography or any other material that may offend on any medium or device - Provocation	Final written warning	Dismissal		
CATEGORY D: - Intimidation (a threat using words or conduct with the intention to influence a person / group of people to act in a certain way. This is aimed at actions that are detrimental to the employer's stakeholders) - Victimisation / discrimination - Sexual Harassment - Sabotage / wilful damage to employer property (any act by an employee to interfere with the normal operations of the employer by damaging employer property or interrupting operations, whether intended seriously or as a joke) - Assault (physical harming of a person through physical contact and/or violence) - Gross insubordination / disobedience / contempt - Gross Insolence - Gross Negligence (a serious failure by an employee to comply with a standard of care that the employee would reasonably be expected to provide in the completion and fulfilment of his/her duties. Generally has the result of incurring substantial losses on the employer.) - Tamper with attendance register or attendance records, clock cards or clock machines - Failure to act in the best interest of the employer - Conduct detrimental to the maintenance of good order within the work place - Breach of good faith - Refusal to work - Desertion / Act of absconding (5th working day) - Gross dereliction of duty - Deliberate damage to employer property / material - Theft, fraud, forgery or accomplices thereto (including attempts to theft / fraud) - Accepting bribes or favours - Providing confidential employer or personal employee information to outsiders - Providing false information on purpose or deliberately withholding information	Dismissal			

TRANSGRESSION	1st Offence	2nd Offence	3rd Offence	4th Offence
• Breach of confidentiality / use of confidential information for own gain • Falsification of employer records • Conflict of interest / unauthorised private or other work (job related) or competing with the employer • Racist statements and conduct • Serious cases of improper behaviour • Threatening behaviour (behaviour that constitutes a threat of harm on another person and/or property – could be verbal or physical actions) • Driving an employer vehicle or operating machinery while under the influence of alcohol or drugs • Unauthorised possession of employer property • Unprotected strike action (refers to employees partaking in unprotected strike action as defined by the LRA) • Wilfully endangering the health and safety of others • Gross dishonesty • Under the influence of alcohol and/or narcotics or mind-altering substance not limited to any prohibited and/or prescription drugs (including reporting for duty under the influence) • Unauthorised use or possession of alcohol, drugs, etc on business premises	Dismissal			

Grievances

1. PURPOSE

- 1.1 Hugenote Kollege strives towards having productive, devoted, motivated, happy and satisfied personnel. Therefore, open communication and transparency is encouraged, also in matters that are disturbing to the personnel.
- 1.2 Since a grievance can prevent the employee from excelling and has a detrimental effect on employer/employee relationships, it is important for the employer to pay attention to any grievances in good time.
- 1.3 A grievance procedure creates formal channels for employees to bring their problems to Management's attention. It also ensures uniformity throughout the organisation.

2. DEFINITION OF A GRIEVANCE

- 2.1 A grievance is any objection, complaint or feeling of injustice which originates from the working situation, conditions of service or working relationships, and is serious enough to justify the attention of Management.
- 2.2 This, however, excludes all complaints in respect of disciplinary measures. Complaints regarding disciplinary matters should be dealt with via the appeal process.
- 2.3 A grievance is thus related to the work, and it can arise on account of the following:
 - personal or individual problems which flow from the work itself or the physical working environment (remuneration, conditions of service, supervision, co-employees, facilities and so forth);
 - the application of work-related agreements (e.g. the scheduling of overtime, division of work, target dates, etc.); and
 - unfair labour practices (management conduct, conduct of co-workers, victimisation, etc.);

3. GRIEVANCE PROCEDURES

- 3.1 All employees are entitled to:
 - discuss any dissatisfaction or feeling of injustice regarding their working situation with Management;
 - appeal against grievance decisions;
 - be accompanied by a co-worker (shop steward) of their choice when a grievance is aired or an appeal is made against a decision; and
 - sound their grievance without any prejudice whatsoever regarding their employment conditions.
- 3.2 Grievances must be settled within the time limit stipulated in the procedure. Where this is not possible, those involved can agree on an extension.

- 3.3 The procedure aims at settling a grievance as close to its origin as possible.
- 3.4 The details of grievances submitted will be regarded as confidential.

4. PROCEDURAL STEPS⁵⁷

Step 1: Informal resolution

- 4.1 The employee, or if more than one employee has the same grievance, an appointed representative(s) (maximum three), brings the grievance to the attention of the immediate Manager.
- 4.2 If the grievance involves the Manager, it will be referred to another Manager. The Manager involved is also informed of the grievances against him/her.
- 4.3 An external mediator may be appointed by the Director to handle the grievance.
- 4.4 The Manager with whom the grievance has been lodged initially or the alternative Manager, will try to resolve the matter within fourteen (14) calendar days. If a satisfactory outcome has been achieved, the matter will be regarded as finalised. If the outcome is not acceptable, the employee may within five (5) working days continue with step 2.

Step 2: Appeal

- 4.5 Grievances which are not resolved satisfactorily by the actions in step 1, are brought to the attention of the Head of Department in writing. The Board may appoint an external mediator.
- 4.6 The Head of Department/External mediator will within ten (10) working days after receipt of the grievance investigate the matter, arrange a meeting with the personnel member / representative(s) and try to find a satisfactory solution.
- 4.7 The Head of Department /external mediator communicates the findings of the investigation in writing. The person(s) who laid the grievance must sign this document and must indicate whether or not he/she accepts the outcome.
- 4.8 If the outcome is not accepted, the personnel member(s) can initiate step 3.

Step 3: Channels made available through legislation

- 4.9 In instances where the matter is still not resolved, the person/persons who have lodged the grievance are free to use the channels made available through the Labour Relations Act (No 66 of 1995), i.e. the CCMA and the Labour Court.

⁵⁷ Grievance Form

Substance Abuse

1. DEFINITIONS

1.1 Substance Abuse

Substance abuse is the use of legal or illegal drugs, controlled medication, cannabis or alcohol in such quantities that the individual is judged as "possibly under the influence".

"Possibly under the influence" means that the person has probably, according to the judgement of management, used the substance to such an extent that:

- the individual and/or his/her co-workers are not safe and he/she cannot work productively;
- the individual's faculties are impaired;
- the physical or mental condition of the individual poses a risk to the general safety and welfare of the individual, his/her co-workers, the employer and the public;
- the employee's blood alcohol levels, as tested using a Breathalyzer, has exceeded the limit; and
- the employee tests positive for the presence of any other psychoactive substances.

The term "illegal substances" excludes the use of controlled substances for which the person has a legitimate prescription.

1.2 Psychoactive Substances

Psychoactive substances include but are not limited to forms of narcotics, including antidepressants, stimulants, hallucinogens and all other forms of drugs, as well as cannabis.

1.3 Dependence

Dependence refers to the conditions of psycho- and physical dependency of substances due to repeated and compulsive use thereof, with detrimental consequences for the individual and the employer.

1.4 Informed Consent

This means that an employee is informed beforehand of the implications of the content of the agreement to which he/she gives verbal/written consent.

2. POLICY

2.1 This policy applies to ALL employees of Hugonote Kollege, as well as contractors and visitors.

2.2 Alcohol may be consumed at formal work functions, with the understanding that the professional image of Hugonote Kollege is to be upheld. After such functions an employee should not return to the employer's premise and rather continue working from home.

- 2.3 It is the employees' responsibility to arrange for transport from work functions when he/she consumed alcohol.
- 2.4 No employee may report for duty with alcohol, drugs, narcotics or a chemical substance in their system.
- 2.5 No employee may report for duty under the influence of alcohol, drugs, narcotics or any relevant substances. Employees who report for duty under the influence and who, according to co-workers and management are unable to work productively, will summarily be sent home (without pay) and will be disciplined.
- 2.6 No alcohol, drugs, narcotics and chemical substances are allowed on the premises, except alcohol, where it is work-related.
- 2.7 Management retains the right to search any employee or to test the employee if there is a suspicion that the employee is under the influence, or is in possession thereof, or threatens the life of any other employee.
- 2.8 The Employer regards alcohol and drug dependencies as treatable health problems and accepts that such employees must be assisted, subject to the prescribed conditions contained in this document. Employees who work with safety equipment and/or who work directly with the public have greater responsibility to comply with the policy. The nature and extent of the employer's supportive role may be limited through this.
- 2.9 All attempts, as far as possible, will be applied to encourage early identification and treatment of in order to improve their chances for a better recovery. The employer aims to make every effort to minimise unacceptable alcohol and/or drug related behaviour amongst employees and assist in facilitating rehabilitation.
- 2.10 Alcohol and drug dependent employees who refuse help, who do not seek help from an assistance programme, or who continuously relapse, will be disciplined for further alcohol and drug related offences and/or for poor work performance in the workplace.
- 2.11 Notwithstanding any policies in this document, the employer retains the right to take disciplinary steps - which may include dismissal - in terms of alcohol and drug related offences which pose a serious safety threat for the employee, his/her co-workers or members of the public, and which is an offence in terms of the employer's disciplinary code.
- 2.12 It is recognised that some of the issues associated with alcohol and/ or drug related problems may be of a highly sensitive and stigmatised nature and all such cases will be dealt with in strict confidence. No employee shall be victimised or prejudiced in any way as a result of having an alcohol and /or drug related problem diagnosed and treated. Privacy and confidentiality will be maintained in the application of this policy.
- 2.13 Should the employee refuse to undergo tests, disciplinary steps may be taken against the employee. Refusal to undergo tests will be regarded as aggravating circumstances.

3. PRINCIPLES

The effectiveness of this policy and procedures rests on the following principles:

- 3.1 all employees should have reasonable access to help (employees will be referred to an assistance programme);

- 3.2 participation in terms of an assistance programme should not threaten the employee's chances for work security or opportunity for a promotion;
- 3.3 all personal information of employees who participate in an assistance programme should be regarded as highly confidential.

4. RESPONSIBILITY

4.1 Management

- Management is responsible for the implementation of this policy.
- Management must provide and maintain a healthy working environment in accordance with the Occupational Health and Safety Act.
- The HR Department is responsible for implementing and maintaining appropriate screening and testing procedures and mechanisms.
- It is the responsibility of the Managers to recognise and act in instances where employees display behaviour that could be ascribed to alcohol and/or drug related use or dependence.
- The relevant Manager in charge is responsible for ensuring that all employees, contractors and visitors under their control are made aware of the contents of this policy.

4.2 Employees

- It is the employees' responsibility to take notice of the content and implications of this policy.
- All employees are responsible for acting in accordance with the policy.
- Employees are responsible to present themselves for work in a fit and healthy state.

5. REFERRING PROCEDURE

5.1 When to Refer

5.1.1 A Manager has the responsibility of referring an employee to an assistance programme when identifying the following behaviour and, if necessary, to take the appropriate disciplinary actions thereafter:

- productivity, attendance and interpersonal relationships at work are negatively affected due to substance abuse;
- the behaviour at the workplace is a safety risk for the employee, Management, the employer and/or the public;
- the person's behaviour negatively affects the employer's official reputation and good image; and
- if an alcohol or drug related offence occurs, which is contradictory to the determinations of the Disciplinary Code.

- 5.1.2 A Manager should inform all employees of this policy and any available assistance during any incident at the workplace which is related to substance abuse.

5.2 Voluntary

Hugenote Kollege encourages employees with substance dependency problems to consult the responsible Manager voluntarily. The employee can make the appointment either directly or through a colleague or other Manager.

5.3 Disciplinary Actions

- Employees who test positive for either alcohol or illegal drugs may be offered a referral for treatment and/or counselling if it is suspected that the employee has a dependency problem.
- The therapist providing the treatment and/or counselling will be required to assess whether the employee has a dependency problem or not. If so, the therapist shall endeavour to persuade the employee to undergo treatment.
- If the employee refuses to undergo assessment or treatment as recommended, or if the assessment of the therapist is such that the employee is not alcohol and/or drug dependent and no counselling is necessary, or if the therapist reports failure of the treatment of an alcohol and/or drug dependent employee, then in any of these circumstances the therapist shall submit a report to that effect to the Human Resources Manager. The employee shall be deemed to have consented to the submission of the report. The Human Resources Manager will advise both the Head of Department and the employee of the report.
- If the employee's manager receives a report such as contemplated above, he/she will thereafter treat alcohol and/or drug offences as misconduct and the employee shall not be entitled to rely on incapacity in mitigation.
- Any employee who has been offered the opportunity of treatment and who has either refused that opportunity or failed to overcome his/her addiction to alcohol and/or drugs, may be disciplined for alcohol and/or drug related misconduct without the employer being obliged again to offer treatment.
- W.r.t. offences that are related to substance abuse, the chairperson of a hearing, or Manager of the employee, reserves the right to (depending on circumstances) refer the employee to a counsellor/ an assistance programme with or without specified conditions.
- If an employee's behaviour is of such a nature that a disciplinary investigation is required, the chairperson of the hearing or the responsible Manager (in the event of a disciplinary investigation) may request a report from any relevant counsellor/ assistance programme.
- It is the responsibility of the chairperson or the responsible Manager (in the event of a disciplinary hearing) or the employee's supervisor to ensure that the employee understands the implications and responsibilities of cooperating in the assistance programme. A lack of cooperation should be considered in taking further action against the employee.
- A voluntary acceptance of professional help without Management encouragement, does not exempt the employee of disciplinary actions, but will be considered as mitigating circumstances.

6. TREATMENT AND COUNSELLING

6.1 Treatment Plan

- 6.1.1 The treatment plan is agreed to between the employee and the counsellor/assistance programme concerned. The Manager can be informed of the steps that will be followed as part of the treatment plan, if the employee agrees to it and if operational requirements are considered.
- 6.1.2 If all reasonable steps have been taken to ensure that the employee's performance is up to standard and/or to stop continued substance abuse, the employer must determine whether the employee is still able to deliver satisfactory work according to his/her contract of employment, and then proceed as follows:
- If the employee is not able to deliver satisfactory work due to continued substance abuse, his/her contract of employment may be terminated due to incapacity.
 - If the employee still delivers satisfactory work regardless of him/her not cooperating and/or continued unacceptable behaviour due to substance abuse, disciplinary actions may be taken.

6.2 Sick Leave

Normal rules in terms of sick leave benefits will apply if an employee agrees to undergo treatment at an institution.

If sick leave benefits are exhausted, the employee can apply at the Unemployment Insurance Fund (Department of Labour) for sickness benefits for the period of treatment.

If an employee is a member of the employer's medical fund, the rules of the medical aid scheme apply w.r.t. the payment of treatment.

6.3 Financial Support

There is no obligation on the Employer to pay the cost of treatment and / or associated costs as it remains the responsibility of the individual concerned. However, the individual may request financial assistance from the Employer and the Employer may discretionally agree to this.

6.4 Relapses

If relapses occur, the following factors should be taken into consideration to determine if further assistance should be given as well as the nature of such assistance:

- time period elapsed from previous admission;
- behaviour within the workplace;
- the cooperation of the employee throughout the assistance programme; and
- personal and social circumstances.

7. TESTING FOR SUBSTANCE ABUSE

The employer maintains the right to test any employee for alcohol and drug abuse. The employer views the screening and testing of prospective employees for alcohol and drug abuse as justifiable on the basis of employment conditions and social policy.

The employer may refuse to employ applicants who test positive or who exhibit conditions consistent with alcohol and/or drug abuse.

7.1 Testing Before Commencement of Employment

Testing before employment will be applicable if it is identified as a specific requirement for the position.

7.2 Consent

7.2.1 The consent to testing must be obtained from applicants prior to testing and the individual must be advised of:

- The nature of the test to be performed;
- The substance(s) to be tested for; and
- The reason for testing and consequence of testing positive/finding an unacceptable medical condition consistent with the abuse of alcohol and/or drugs.

7.2.2 A refusal to undergo pre-employment alcohol and drug tests may disqualify an applicant from being considered for employment.

7.2.3 An applicant who tested positive or who exhibits medical conditions consistent with drug and/or alcohol abuse must be advised of the details of the test result and must be advised of the need for counselling as well as details of a therapist/counsellor to consult in this regard.

7.3 Identification

It is accepted that early detection of an alcohol and/or drug related problem play a crucial role in the successful rehabilitation of persons with such problems. As there are many factors that may affect a person's physiological/psychological state, it is accepted that an objective test will assist in determining the cause of behaviour witnessed.

7.4 Periodical Testing

Periodical testing will be done in accordance with occupational health practices.

7.5 Testing on Grounds of Reasonable Suspicion

7.5.1 If it is suspected that an employee is under the influence of alcohol or a psychoactive substance based on observations, the employee may be requested to undergo a test. The Supervisor must accompany the employee to the nearest test venue.

7.5.2 Testing may be initiated as part of all vehicle and machinery related incidents or accidents where alcohol and/or drug usage is suspected in the opinion of a Hugenote Kollege official. Testing will include both an alcohol and drug test where applicable.

7.5.3 Testing may also be initiated as part of a rehabilitation programme or at an initial state in determining the status of abuse/dependency of an employee.

7.5.4 Security guards may initiate testing at entry/exit control points by using an acceptable random selection method, or when behaviour is witnessed which could be ascribed to alcohol and/or drug usage and/or dependence.

- 7.5.5 Employees may be tested when alcohol or drugs are found in their possession. This is only applicable to employees found in possession of illegal drugs on college premises or employer provided transport.
- 7.5.6 Alcohol testing will occur by means of a behavioural-/ visual test and/or “breathalyser” method.
- 7.5.7 If the employee refuses to undergo the “breathalyser” test, it will be arranged that a medical doctor will administer a blood test.
- 7.5.8 Drug testing will occur by means of blood tests which are conducted by a medical doctor.
- 7.5.9 If the employee still refuses to be tested, disciplinary steps will be taken against the employee. Refusal to undergo tests will be regarded as aggravating circumstances.

7.6 Alcohol testing

- 7.6.1 It is recognised that the breathalyser test is a reliable, non-invasive method of identifying whether a person has consumed alcohol.
- 7.6.2 Testing for alcohol will be conducted by a trained official using an instrument, which has been calibrated by a recognised method. The official in charge of this test must complete all relevant documents including the observation checklist.
- 7.6.3 The person to be tested may request that an employee representative be present when the test is conducted.
- 7.6.4 A positive breathalyser test would be deemed to be non-conformance to employer rules and regulations.
- 7.6.5 If the alcohol test produces a positive result, the employee will be sent home from work and will only be permitted to resume work or enter a place of work the next day or once they are no longer under the influence of alcohol.
- 7.6.6 Employees suspended as a result of being tested positive, or who have refused to undergo a test, must leave the employer’s premises and be taken to their place of residence.
- 7.6.7 Employees who are required to leave the workplace will not be entitled to remuneration for the day.

7.7 Drug Testing

- 7.7.1 Testing for drugs will be conducted at a recognised facility taking cognisance of accepted principles regarding privacy.
- 7.7.2 A trained Hugonote Kollege representative or a medical practitioner will administer a recognised test in accordance with the manufacturer’s specifications.
- 7.7.3 The person to be tested may request that an employee representative be present when the test is conducted.
- 7.7.4 On-site testing may be restricted to a test for certain drugs only. The employer however, reserves the right to refer an employee for a wider range of drug testing where reasonable suspicion exists that an employee’s behaviour is consistent with that associated with a specific class of drugs.

- 7.7.5 On completion of the test, a positive result will be deemed to be non-conformance to employer rules and regulations.
- 7.7.6 If the drug test produces a positive result, the employee will be sent home from work and will only be permitted to resume work or enter a place of work once a negative test result is registered.
- 7.7.7 Employees suspended as a result of being tested positive, or who have refused to undergo a test, must leave the Employer's premises and be taken to their place of residence.

7.8 Testing of Contractors / Service Providers

- 7.8.1 Contractors and/or service providers on the premises of Hugonote Kollege will be subjected to the same rules from an access, possession and testing point of view as for employees.
- 7.8.2 The employer will report such instances to the relevant official in charge where the contractors are employed.
- 7.8.3 The employer will not be liable for rehabilitation programmes under these circumstances.

7.9 Testing of Visitors

- 7.9.1 Visitors to the premises of Hugonote Kollege will be subjected to the same rules from an access and possession and testing point of view as for employees.
- 7.9.2 Hosts of visitors will be expected to inform visitors of rules and regulations associated with alcohol and/or drugs.
- 7.9.3 Hugonote Kollege will not be liable for rehabilitation programs under these circumstances.

7.10 Call Out Testing

- 7.10.1 The same rules and regulations will apply to employees on standby as those applicable to employees performing normal duties.
- 7.10.2 Employees who are not on standby and who are called out to work in the event of unplanned call-outs may request that the test(s) be performed prior to commencing work. Should a test be positive, the employee will not be permitted to work and no further action will follow.
- 7.10.3 Should the employee elect not to submit to any of the above test(s) and proceed to perform work, he/she will be deemed to abide by the same rules and regulations as those applicable to employees performing normal duties.

Health & Safety

1. PURPOSE

This policy aims at:

- ensuring that Hugenote Kollege creates a safe and healthy working environment for all employees, students, contractors and visitors;
- reducing the safety risk of Hugenote Kollege;
- ensuring that the agreed safety measures and regulations are adhered to;
- ensuring that all administration regarding accidents/injuries that occurred while on duty is done according to procedure;
- ensuring a healthy and safe workplace, conditions and practices;
- complying to all legislative health and safety requirements;
- ensuring that the employer's facilities undergo regular maintenance and are used in the safest way possible;
- ensuring that the organisation's employees receive training and are aware of health and safety; and ensuring that the employer's operations are not negatively impacting the environment and surrounding communities.

2. APPLICATION

- 2.1 This policy is applicable to all temporary and permanent employees as well as students and visitors. If employees do not comply with the policy, disciplinary actions will be lodged against them.

3. POLICY DECLARATION

- 3.1 The Management of Hugenote Kollege will adhere to all the requirements of the Occupational Health and Safety Act (No 85 of 1993).
- 3.2 A safe working environment with procedures that will enable employees to work safely at all times, will be provided.
- 3.3 Employees will receive sufficient training to ensure that they are aware of all dangers and procedures.
- 3.4 Newly purchased equipment will adhere to all relevant legislative requirements.
- 3.5 This policy and its application will be assessed in safety audits as well as during inspections conducted by independent persons.
- 3.6 Hugenote Kollege strives to protect its employees at all times.

4. SAFETY RULES

The following safety rules are applied by Hugenote Kollege and must be adhered to by all employees, contractors and visitors:

- 4.1 Observe and practice the safety procedures established for each assigned task.
- 4.2 In case of sickness or injury, no matter how slight, the Health and Safety Representative is to be notified immediately.
- 4.3 In case of injury resulting in possible fracture to legs, back or neck, or any accident resulting in an unconscious condition, or a severe head injury, the employee is not to be moved until medical attention has been given by authorised personnel. The Health and Safety Representative is to be informed immediately. If needed, the Health and Safety Representative will then contact emergency services and / or a medical doctor.
- 4.4 Never distract the attention of another person busy with a task that may bear a potential safety risk, as it may result in injury. If it is necessary to get the attention of another person, wait until it can be done safely.
- 4.5 Assigned protective clothing must be used and worn as instructed.
- 4.6 No equipment or materials should block aisles, exits, firefighting equipment, electric lighting or power panel, valves, etc.
- 4.7 Work areas are to be kept clean.
- 4.8 Since smoking has a negative influence to everybody's health, employees have to adhere to smoking regulations.
- 4.9 Electrical equipment should be shut down before cleaning, repairing or leaving. Tampering with electric controls or switches is not permitted.
- 4.10 Equipment should not be operated until instruction and authorisation to do so is given by Management.
- 4.11 No engagement in such other practices as may be inconsistent with ordinary and reasonable common-sense safety rules, is permitted.
- 4.12 Designated passages must be used when moving from one place to another. Hazardous shortcuts are to be avoided.
- 4.13 Objects should be lifted in the correct manner using one's legs, not back. For heavier loads, assistance should be requested.
- 4.14 No objects are to be thrown.
- 4.15 Any rubbish that is lying around, especially those slippery or sharp objects which can cause possible injury, should be cleaned immediately.
- 4.16 Trash and paper must be placed in proper containers and not in cans provided for cigarette butts.
- 4.17 Employees are not to enter any marked off areas without prior approval;

5. SAFETY CHECKLIST

It is every employee's responsibility to be on the lookout for possible hazards. If an unsafe situation becomes apparent as is listed below – or any other possible hazardous situation – the problem should be rectified immediately, or if not possible, it should be reported to the Health and Safety Representative immediately.

- Slippery floors and walkways
- Tripping hazards such as hose links, piping, etc.
- Missing (or inoperative) entrance and exit signs and lighting
- Poorly lighted stairs
- Loose handrails or guard rails
- Loose or broken windows
- Dangerously piled supplies or equipment
- Open or broken windows
- Unlocked doors and gates
- Electrical equipment left operating
- Open doors on electrical panels
- Leaks of steam, water, oil, etc.
- Blocked aisles
- Blocked fire extinguishers and / or hose sprinkler heads
- Blocked fire doors
- Evidence of any equipment running hot or overheating
- Oily rags
- Evidence of smoking in non-smoking areas
- Roof leaks
- Directional or warning signs not in place
- Safety devices not operating properly
- Machine–, power transmission– or drive guards that are missing, damaged, loose or improperly placed

6. NON-COMPLIANCE OF SAFETY MEASURES AND REGULATIONS

- 6.1 All employees and visitors of Huguenote Kollege must adhere to the safety measures and regulations. Employees who fail/refuse to adhere to these measures and regulations, will be disciplined accordingly, as prescribed in the disciplinary procedure.

7. REPORTING OF ACCIDENTS OR INJURIES

All incidents or injuries, however minor, should be reported to the relevant Health and Safety Representative and/or employer as soon as practicable but no later than the end of the particular working day during which the incident occurred. If the circumstances were such that the reporting of the incident was not possible, the injured employee shall report the incident as soon as practicable thereafter.

8. GENERAL DUTIES OF EMPLOYEES

Every employee is required to:

- always take safety into consideration when tasks are being performed;
- take reasonable care for their own safety as well as the safety of other persons who may be affected by their actions or negligence;
- apply relevant legislation;

- carry out any lawful orders, and obey the health and safety rules and procedures;
- not misuse or damage the clothing or safety equipment;
- ensure that the person who is responsible for providing the protective clothing and safety equipment is notified as soon as possible of damage to, malfunction of or the need to clean or sterilise the protective clothing and safety equipment;
- report to the employer or his/her health and safety representative any situation that is unsafe or unhealthy which has come to his/her attention; and
- report all relevant incidents to the employer

9. GENERAL DUTIES OF EMPLOYERS TO THEIR EMPLOYEES

- 9.1 Every employer shall provide and maintain, as far as is reasonably practical, a working environment that is safe and without risk to the health of the employees.
- 9.2 Without deviating from the generality of an employer's duties under 9.1, the matters to which those duties refer, include in particular:
- (a) the provision and maintenance of systems of work that, as far as is reasonably practicable, are safe and without risks to health;
 - (b) taking such steps as may be reasonably practical to eliminate or mitigate any hazard or potential hazard to the safety or health of employees, before resorting to personal protective equipment;
 - (c) making arrangements for ensuring, as far as is reasonably practical, the safety and absence of risks to health in connection with the production, processing, use, handling, storage or transport of articles or substances;
 - (d) providing such information, instructions, training and supervision as may be necessary to ensure, as far as is reasonably practical, the health and safety all employees at work;
 - (e) as far as is reasonably practical, not permitting any employee to do any work or to produce, process, use, handle, store or transport any article or substance or to operate any plant or machinery, unless the precautionary measures contemplated in paragraphs (b) and (d), or any other precautionary measures which may be prescribed, have been taken;
 - (f) taking all necessary measures to ensure that all requirements of this Act are complied with by every person in Hugonote Kollege's employment or on work premises.
 - (g) enforcing such measures as may be necessary in the interest of health and safety; and
 - (h) ensuring that work is performed under the general supervision of a person trained to understand the hazards associated with it and who has the authority to ensure that precautionary measures taken by the employer are implemented.

10. PROTECTIVE CLOTHING AND SAFETY EQUIPMENT

Protective clothing and safety equipment is identified as a range of clothing and equipment which is worn by employees, contractors or visitors to protect their bodies from workplace hazards.

10.1 General Rules

- 10.1.1 When reasonable, employees are entitled to protective clothing and safety equipment which will be provided by the employer. Employees will be informed annually of the awarding of protective clothing and safety equipment and will confirm the receipt thereof.
- 10.1.2 No employee may interfere with or misuse any object which is provided in the interest of health and safety on purpose or in an irrespective manner.
- 10.1.3 If an employee causes damages or losses to protective clothing and safety equipment on purpose, the employer is entitled to conduct an investigation and to recoup such damages or losses from the employee. The amount will be recouped from the employee's salary, within a maximum of six (6) months.
- 10.1.4 Employees are not allowed to wear protective clothing after hours as casual wear.

10.2 General Responsibilities of the Employer

The employer is responsible for ensuring that:

- the needs for protective clothing and safety equipment are assessed by a person who is competent to judge whether other methods of risk control can offer better protection of safety and health;
- professional advice is obtained, where necessary, to identify the most suitable types of protective clothing and safety equipment for the tasks to be carried out;
- training is provided to supervisors and employees to enable them to ensure the proper selection, fit, use, cleaning and maintenance of protective clothing and safety equipment;
- supervision and enforcement of the protective clothing and safety equipment policy is undertaken;
- evaluation of the effectiveness of the protective clothing and safety equipment program is carried out on a regular basis;
- suitable protective clothing and safety equipment is provided for visitors who may be exposed to hazards in the workplace;
- equipment is properly cleaned before re-issue;
- all equipment complies with current relevant legislation and is purchased from reputable suppliers; and
- existing protective clothing and safety equipment are re-assessed regularly to ensure compliance.

10.3 Issuing of Protective Clothing and Safety Equipment when needed

Protective clothing and safety equipment may be issued or used as determined by the employee's job content.

10.4 General Responsibilities of Employees who are in possession of Protective Clothing and Safety Equipment

The employees are responsible for ensuring that no unauthorised repair work will be done on any protective clothing and safety equipment, due to it being the employer's property.

10.5 Maintenance

- No safety device shall be used unless it complies with current relevant South African Bureau of Standards and carries the SABS compliance mark.
- The relevant managers shall ensure that all safety equipment is regularly checked, properly stored and maintained, cleaned and replaced according to applicable standards and manufacturers' advice. Appropriate supervision shall be exercised to ensure that equipment is used in accordance with instructions.

10.6 Re-issuing

- New protective clothing and safety equipment will be provided in the event of the old equipment being damaged or when the protective clothing and safety equipment is in a poor state of repair.
- The employer will confiscate the old protective clothing and safety equipment when re-issuing protective clothing and safety equipment.

11. EMERGENCY PROCEDURES

11.1 Emergency Procedures

It is important that employees should not take risks and should minimize risks as far as possible. Dealing with an emergency in the workplace can be dangerous. All employees should ensure that they know the emergency procedures in order to eliminate or minimize risks.

11.2 Exits

All employees must ensure that they know where the nearest exit from their workplace is, and where all other exits, including emergency exits, are.

11.3 Emergency Instructions

The following rules are applicable in an emergency:

- Stop work and leave the building IMMEDIATELY as instructed.
- Shut down any operations that may create additional hazards if left unattended, but only if it can be done without endangering one's own or another employee's life.
- Turn off computers, equipment, fans, etc., and close desk drawers.
- Close windows if it is safe to do so. Close doors, but do not lock them.
- Follow instructions, avoid panic, and cooperate with those responding to the emergency.
- Proceed to the designated or nearest exit. WALK, DO NOT RUN.

- Do NOT delay in exiting from the building by looking for belongings or other persons.
- When leaving the building, go to a clear area well away from the building.
- Do not obstruct fire hydrants or the responding fire / rescue workers and their equipment.
- Do not move injured persons unless absolutely necessary.
- Do not re-enter the building until instructed to do so by Management or fire / rescue workers.
- Inform Management if you know of anyone who is not at the assembly point that should be there, and if there are hazardous situations in the building that may aggravate circumstances.

The above rules will be enforced. Periodic fire emergency drills may be conducted.

11.4 Emergency Plan

11.4.1 If an employee ever discovers a fire, the following rules apply:

- Remain calm.
- Inform the Health and Safety Representative.
- The Health and Safety Representative will phone the fire brigade or dial “10111” and give the operator the location of the fire, the floor, wing, and room number, if possible.
- Should the Health and Safety Representative not be nearby, employees should contact emergency personnel themselves.
- All employees are to proceed to the assembly point.
- The Health and Safety Representative or other member of staff will make sure that all persons are accounted for.
- Confine the fire if possible.
- Never enter a smoke-filled room.
- Never enter a room containing a fire unless a back-up person is present.
- Never turn your back on a fire. Even if it appears to be out, be aware of possible reigniting.

11.4.2 Should an employee’s clothes catch fire:

- Stop the employee on fire from running.
- Drop the employee to the floor or other horizontal surface to prevent flames and hot gasses from rising to the head.
- Roll the employee to extinguish the flames. Blankets can be used to cover the employee and exclude oxygen from the flames. Water can also be used to extinguish the flames.
- Immediately remove smouldering clothing and hot clothing that has adhered to the skin.
- Call for medical assistance

11.4.3 If explosives or suspicious devices are found on premises:

- Do not touch the device or try to investigate it.
- Immediately inform the Health and Safety Representative or make alarm if the Representative is not present.
- Notify the fire brigade and make sure that emergency services can get to the area.
- Make sure that all employees know that they have to evacuate the area immediately according to the emergency instructions.
- Prevent unauthorized persons from entering the area.

11.4.4 In case of any other emergency, follow the emergency instructions.

- 11.4.5 Should someone get hurt, follow the instructions in the safety rules and guidelines and report the incident immediately.
- 11.4.6 A compulsory emergency drill will be practiced periodically.

Travel and Accommodation

1. TRAVEL AGENCIES

All accruals (e.g. benefits from service providers and loyalty programmes) will be payable to the employer

2. FLIGHTS

- 2.1 All flights must be approved by the relevant Line Manager.
- 2.2 Market-related quotes are a prerequisite for approval.
- 2.3 All employees must travel economy class.
- 2.4 All flights will be scheduled in advance to qualify for special rates.
- 2.5 Since the employer carries the cost of the airline insurance, the proceeds of the insurance will accrue to the employer in case of a claim. Such proceeds will be used to assist the person who incurred losses;

3. ACCOMMODATION

- 3.1 Accommodation will be approved by the Financial Manager or the Rector;
- 3.2 A maximum accommodation rate is annually approved by Committee. Accommodation costs should not exceed the maximum rate per night.
- 3.3 Regardless of whether the staff member carries the initial costs themselves and whether the employer carries it directly, the necessary documentary proof of expenditure must be submitted.
- 3.4 Any expenses incurred on behalf of the employer can only be claimed back if the necessary approval⁵⁸ has been obtained from the Financial Manager and supporting documentation (quotations / invoices) has been submitted.
- 3.5 It is the responsibility of the relevant staff member to inform the hotel or guesthouse if accommodation is no longer required. It must be done timeously to avoid extra costs. If such "extra" costs can be avoided, and the employee has not informed the hotel or guesthouse that accommodation is no longer required, the employee will be held liable for the costs.
- 3.6 Employees may prefer to stay over at family and friends. This is a personal choice and no allowance is payable in such cases.

⁵⁸ Travel requisition form

4. CAR HIRE

- 4.1 Employees who undertake official trips and require transportation may only hire a car if the approved budget allows for it and if approved by the relevant Line Manager. The standard vehicle is the smallest available vehicle that is practical for the purpose for which it is hired and which is equipped with air conditioning.
- 4.2 Quotations from service providers must be obtained in advance to be submitted for approval.
- 4.3 Employees who travel together must endeavour to hire only one (1) vehicle.
- 4.4 Vehicles are hired for the shortest possible time period.
- 4.5 Hired vehicles must be used for official purposes only. Private trips must be kept to a minimum.
- 4.6 Only employees who are nominated to drive hired vehicles, are entitled to do so. The elected employees accept responsibility to comply with the requirements as stipulated in the lease agreement.
- 4.7 The responsible employee will be held accountable for all traffic violations that occurred during the time period when the vehicle was allocated to him/her.

5. EXPENSES INCURRED

- 5.1 All travel, accommodation and subsistence costs are kept within the available and approved budget. Staff members may submit direct costs incurred (various items) to the Financial Manager for approval and reimbursement⁵⁹.

6. BEHAVIOUR

- 6.1 If employees are required to stay overnight due to official duties, they will be regarded as Huguenote Kollege representatives. If behavioural misconduct should occur, disciplinary actions will be taken against guilty parties.

7. INVITATION

- 7.1 If an employee receives an invitation from a supplier/client to a visit locally/abroad, such a request must be approved by the Financial Manager or Rector.

8. APPROVAL

- 8.1 No employee may proceed on a business trip without the necessary approval from the responsible parties. The purpose of the trip must clearly be motivated before approval will be granted.

⁵⁹ Travel, accommodation and other expenses claim form

Vehicles and Travelling cost

1. EMPLOYER VEHICLES

- 1.1 Employer vehicles are only available for official use. Under no circumstances may any private persons be transported in such vehicle. The employer is indemnified against any action due to an employee's failure to comply with this provision.
- 1.2 Employees must obtain permission from their Line Manager before making use of an employer vehicle.
- 1.3 The employee must complete a logbook indicating the distance travelled and submit a map indicating the route travelled to the relevant Line Manager.
- 1.4 Staff members who make use of employer vehicles are required to provide a copy of their valid driver's licence to the person responsible for HR administration.
- 1.5 Staff members who utilise employer vehicles are responsible for all traffic fines, legal actions, related to his/her driving offences. The traffic fine will be paid by the employer and thereafter deducted from the employee's salary. If fines amount to more than 25% of the employee's remuneration, it will be recovered over a number of months. The employee hereby grants permission for such deductions.
- 1.6 The employee must, prior to the use of the employer vehicle, inspect the vehicle and report any damages or defects to the Rector. The employee will be responsible for any fines which relates to the maintenance of or defects on the vehicle where the driver failed to inspect the vehicle and report the defect to the employer prior to using the vehicle.
- 1.7 Any other damage or defect incurred by the employee must be reported to the responsible Manager within twenty-four (24) hours of the damage/incident occurring.
- 1.8 If an employer vehicle is damaged or involved in an accident due to the negligence of the staff member, the employee may be held liable for all damage caused.
- 1.9 If the vehicle is fitted with any anti-theft devices, it must be activated at all times.

2. USE OF PRIVATE VEHICLES FOR OFFICIAL USE

- 2.1 Hugonote Kollege budgets annually for travel expenses. A rate per kilometre is determined by the Committee (the SARS and AA rates are taken into account).
- 2.2 Employees must obtain permission from the relevant Line Manager before making use of their personal vehicle for work-related travelling.
- 2.3 Employees will have to document the distance travelled in a logbook and submit a map of the route travelled to the Financial Manager.
- 2.4 Claims are submitted on a monthly basis on an agreed date.
- 2.5 Full trip details must be recorded on the applicable travel cost form. The completed form is submitted to the Financial Manager.

- 2.6 Staff members will be reimbursed for travel expenses incurred during official travelling according to the rate mentioned at 2.1.
- 2.7 Official travel expenses may be according to the following guidelines:
- Kilometres from the employer to the client and back to the employer
 - If the employee travels directly from home, the mileage recoverable will be the distance between the employer and the client in the case where the mileage between home and the client exceeds to kilometres between the employer and the client.

Access Control

1. PURPOSE

The purpose of this policy is to regulate access of employees and visitors to the premises of the employer

2. ACCESS TO PREMISES

- 2.1 Only authorised personnel may be in possession of the buildings' keys and remote controls.
- 2.2 Visitors must be accompanied by an authorised employee.
- 2.3 Certain areas may, at the discretion of the relevant Manager, be closed after hours for security reasons.
- 2.4 A register is kept of all the buildings' keys.

3. VISITORS

- 3.1 All visitors must report to reception and ideally should be met and brought back to reception by the staff member concerned.
- 3.2 Visitors may not wander around in the buildings unaccompanied.

4. PHYSICAL SEARCHES

- 4.1 The employer reserves the right to search employees and/or visitors and to check the individuals' bags. The employer also reserves the right to search any vehicles entering and leaving the premises at any time and without notice.
- 4.2 Searches will either take place at the main entrance or at a suitable location on the employer's premises.
- 4.3 Searches will be done by persons appointed by Management.
- 4.4 Should unauthorised property be found on the employee/visitor, for example drugs, alcohol or employer property, the property will either be confiscated, or the employee/visitor will have to leave the premises or access to the premises may be refused.
- 4.5 Disciplinary action may be taken against employees who are found to be in possession of any unauthorised property.
- 4.6 Records will be kept of all searches and inspections done.
- 4.7 Hugonote Kollege does not accept any liability for the loss of any personal item on its premises.

5. LOCKING OF OFFICE FACILITIES

- 5.1 At the end of each workday, the workshop manager or employee working overtime with the authority to do, must switch off the lights and air conditioners, activate the alarms and lock the doors.
- 5.2 It is expected of all personnel to switch off their computers and all office equipment for which they are responsible, at the end of a workday.

Retrenchment Procedure

1. GENERAL

- 1.1 Retrenchment refers to the termination of an employee's service as a result of operational requirements (economic, technological or structural reasons). Operational requirements can include financial constraints of the organisation. Retrenchments are seen as "no fault dismissals" since it is not due to any fault on the employee's side.
- 1.2 Retrenchment is a last resort, and all reasonable alternatives will be considered by the Director before a decision is made to terminate an employee's employment.
- 1.3 All retrenchments will be done in accordance with Section 189 of the Labour Relations Act.

2. PURPOSE AND CONTENT OF CONSULTATION

- 2.1 When the employer contemplates retrenching one or more employees (i.e. dismissing them for reasons based on the employer's operational requirements), the employer must consult with the employees likely to be affected by the proposed retrenchment. The employer and the other consulting party/ies (employees) must engage in a joint consensus-seeking process and attempt to reach consensus on:
 - 2.1.1 Appropriate measures to: avoid the proposed retrenchment/s altogether, or, if this is not possible:
 - (a) minimise the number of retrenchments;
 - (b) change the timing of the proposed retrenchments; and
 - (c) mitigate the adverse effects of the proposed retrenchments.
 - 2.1.2 The method for selecting the employee/s to be retrenched.
 - 2.1.3 The calculation of severance pay for the retrenched employee/s.
- 2.2 Employees may be represented by a workplace forum / trade union / external person.

3. NOTIFICATION AND INFORMATION DOCUMENT

- 3.1 As a first step in the joint consensus-seeking consultation process referred to above, the employer must issue a written notice inviting the other consulting party/ies to consult with the employer regarding the contemplated retrenchment. The employer must disclose the following information in writing during the consultation process:
 - 3.1.1 The reasons for the contemplated retrenchment.
 - 3.1.2 The alternatives considered by the employer before proposing the retrenchment, and the employer's reasons for rejecting each of those alternatives.

- 3.1.3 The number of employees likely to be affected by the retrenchment and the job categories in which they are employed.
- 3.1.4 The proposed method for selecting employees to be retrenched.
- 3.1.5 The time when, or the period during which, the retrenchment is likely to take effect.
- 3.1.6 The severance pay proposed by the employer.
- 3.1.7 Assistance offered by the employer to employees who may be retrenched.
- 3.1.8 The possibility of future re-employment of employees who may be retrenched.
- 3.1.9 The number of employees employed by the employer.
- 3.1.10 The number of employees who have been retrenched by the employer during the past 12 months due to operational requirements.
- 3.2 Employees should be given the opportunity to respond to (make representations w.r.t.) the consultation process, notice and information document. The employer undertakes to respond in writing to suggestions received in writing from the employees. Reasons will be provided if proposals are not acceptable.
- 3.3 Notification of retrenchment will be one calendar month.

4. PRIVILEGED INFORMATION

The employer will not be required to disclose information which:

- 4.1 is legally privileged;
- 4.2 cannot be disclosed without a court order;
- 4.3 is confidential and, if disclosed, may cause substantial harm to the employer; and
- 4.4 is private or deemed as personnel information regarding staff (in such cases prior consent should be obtained).

5. GENERAL PROVISIONS CONCERNING INFORMATION

- 5.1 During the consensus seeking consultation process, the employer must, subject to paragraph 4 above, but notwithstanding any information provided in terms of paragraph 3, disclose to the consulting party/ies all relevant information that will allow them to engage effectively in the consultation process.
- 5.2 If a dispute between the employer and any consulting party concerning the provision of information is referred to the CCMA, the onus is on the employer to prove that any information that he/she refused to disclose, is not relevant for the purposes for which it is sought.

6. IMPLEMENTATION OF RETRENCHMENT

Should it be decided to proceed with retrenchment after following a consensus-seeking consultation process, the following will apply:

- 6.1 Affected employees will receive notice in terms of their applicable employment contracts.
- 6.2 Affected employees will be entitled to severance pay of one (1) week's remuneration for each completed twelve (12) months of continuous service, as contemplated in Section 41 of the Basic Conditions of Employment Act, No 75 of 1997. An employee with more than six (6) months service is entitled to one (1) week of severance pay.
- 6.3 An employee who unreasonably refuses to accept an offer the employer may have made for alternative employment with the employer or any other employer, will not be entitled to severance pay.
- 6.4 On request, retrenched employees will be given reasonable time off to look for alternative employment.
- 6.5 Every retrenched employee will be provided with a certificate of service which sets out the employee's period of service, job description and remuneration at the time of retrenchment, and which states also that he/she has been dismissed due to the employer's operational requirements.

Bribery and Corruption

1. GENERAL

- 1.1 Hugenote Kollege is committed to creating an environment filled with moral and ethical values and behaviour for its employees and to ensure liability in terms of this value system.

2. DEFINITION

- 2.1 Bribery involves the promise, proposal, admission or granting of any benefit that may influence the actions or decisions of an individual.
- 2.2 Corruption involves any conduct or behaviour by which a person accepts, agrees to or offers any benefit to him-/herself or to another person, and where the intention is to act dishonestly or illegally.
- 2.3 Bribery or corruption also includes misusing goods or information, abusing a position of power, breaking a trust relationship or failing to fulfil duties.

3. POLICY

- 3.1 It is Hugenote Kollege's policy that bribery and/or corruption as well as any dishonest activity of a similar nature will not be tolerated.
- 3.2 The occurrence of any incidents of bribery and/or corruption will be thoroughly investigated, after which all remedial measures available within the law will be applied. It may also include the application of the employer's disciplinary procedure where necessary.

4. REPORTING

- 4.1 The prevention, detection and reporting of bribery or corruption is the responsibility of all employees of Hugenote Kollege. If any employee becomes aware of, or has a suspicion of bribery or corruption, such employee has the duty to report it immediately.

Twenty-Three

Computer and Information Technology Resources

1. ACCEPTABLE USE

Hugenote Kollege information technology (Internet) and communication facilities (e-mail) are provided for the employer's business purposes, work-related research and development activities, communication and exchange of information for business purposes and professional development. Hugenote Kollege information and communication technology facilities may not be abused.

2. GENERAL CONDUCT

Employees are prohibited from using Hugenote Kollege computer equipment and systems, telephone, fax, e-mail and internet services for recreational or personal use or any other use except for official purposes, unless Management's approval is obtained beforehand.

3. PROHIBITED ACTIONS: ELECTRONIC MAILS

The following serves as a guideline towards what Hugenote Kollege considers being the misuse of computing resources and privileges. These actions are prohibited except when the employee is authorised to do so as part of his/her normal job function.

3.1 Intimidation

It is a violation of this policy to send electronic mail that is abusive or threatens an individual's safety. The use of electronic mail for sexual, ethnic, religious, or any other form of harassment is prohibited. Threats to personal safety should be reported to the appropriate Manager.

3.2 Harassment

It is a violation of this policy to use electronic mail to harass an individual or group. This includes sending or forwarding chain letters, deliberately flooding a user's mailbox with automatically generated mail, and sending mail that is deliberately designed to interfere with proper mail delivery or access. All forms of harassment, whether through language, frequency, or size of messages, are prohibited.

3.3 Unsolicited Mail

Sending unsolicited mail messages, including the sending of "junk mail" or other advertising material to anyone who did not specifically request such material ("e-mail spam") is prohibited. It is explicitly prohibited to send unsolicited bulk mail messages. This includes, but is not limited to, bulk mailing of commercial advertising, informational announcements, and political tracts. Such material may only be sent to those who have explicitly requested it. If a recipient asks to stop receiving e-mail, then the user must not send that person any further e-mails regarding the subject matter in question. This does not apply to normal "business" information messages.

3.4 Chain Letters

Creating or forwarding “chain letters” or other “pyramid schemes” of any type, whether or not the recipient wishes to receive such mailings, is prohibited.

3.5 Malicious E-mail

Malicious e-mail, including, but not limited to “mail bombing” (flooding a user or site with very large or numerous pieces of e-mail), is prohibited.

3.6 Forged Mail

It is a violation of this policy to forge an electronic mail signature to make it appear as though it originated from a different person, whether through unauthorised use, or forging, or mail header information alteration or otherwise. This does not apply to the normal business practice where an assistant or secretary replies on behalf of someone else.

3.7 Unauthorised Collection of Mail

It is a violation to use a Hugenote Kollege or a client account to collect replies to messages sent from another provider.

3.8 Unauthorised Access

It is a violation of this policy to attempt to gain access to another person’s mail files regardless of whether or not the access was successful, or whether or not the messages accessed involved personal information. Unauthorised access to a network, system, folder, etc. warrants disciplinary actions which may lead to dismissal.

3.9 Unauthorised Copyrighted Material

It is a violation of this policy to send unauthorised copyrighted material electronically. All violations will be dealt with severely. The Copyright Act protects against the reproduction (in part or all) of another’s work. The Act applies to software licencing, the copying of ideas, whether contained in e-mails, internet sites or other storage devices.

3.10 Username Dissemination

A person’s username and e-mail address are considered public information that may be provided to other individuals. No one may knowingly permit its release for the purpose of advertising, mass mailings, or other commercial uses without the permission of the individual.

4. RIGHT TO MONITOR AND EXAMINE

All information, such as official, electronic documents, e-mail messages, etc. residing on or traversing Hugenote Kollege networks, including computer resources such as desk top workstations, hard drives, monitors, printers, network facilities and other equipment, may be monitored by Hugenote Kollege at any time without notice to the employee. It is Hugenote Kollege’s intention to conduct such investigation in the presence of the staff member. Management reserves this right to protect the security of Hugenote Kollege’s computer systems. Employees should therefore be aware that any personal use of Hugenote Kollege’s e-mail and Internet will not remain private. Employees are requested to inform any person or persons who send e-mail messages to them regarding this policy.

5. PASSWORDS

- 5.1 Should employees choose to disclose their usernames and passwords deliberately, they will be held responsible for the consequences of their actions.
- 5.2 Employees must keep their passwords confidential. Passwords must not be revealed to anyone except for authorised support staff (should this be specifically required in a support situation) and the employee's immediate Manager.

6. CONFIDENTIALITY OF INFORMATION

- 6.1 Users may not send, publish or make available any confidential Hugenote Kollege information (internal memorandums, policy documents, etc.) on either a Hugenote Kollege computer or external data storage device linked to Hugenote Kollege, unless the owner of the information has agreed to the publication thereof.
- 6.2 All personal computers containing confidential information or workstations connected to Hugenote Kollege's internal networks must be protected by a password-enabled screensaver or by an automatic screen time-out facility which is activated when left unattended for fifteen (15) minutes.

7. COPYRIGHT

The unauthorised downloading, copying, use or transmitting of software and information related to Hugenote Kollege information systems in a manner which is inconsistent with the supplier's or vendor's licences or the owner's or the vendor's copyright, is strictly prohibited.

8. VIRUSES

- 8.1 Employees should not attempt to remove viruses themselves. In cases where viruses are detected, users must disconnect their computers from Hugenote Kollege network, immediately stop using the computer and notify the person responsible for IT.
- 8.2 Users must not open any e-mail messages suspected of containing viruses. E-mail messages and attachments from unknown senders or any person that is not trusted, must also not be opened. Suspected e-mail messages must be deleted immediately.
- 8.3 Users may not disable the organisation's anti-virus software.

9. LAPTOPS

- 9.1 Employees to whom a laptop is assigned should take the necessary measures to secure the equipment.
- 9.2 The laptop may not be used for any other non-work-related purpose. Hugenote Kollege will not be held liable for any damage or lost information (personal data).
- 9.3 When a laptop is not in transit, the laptop must be connected to an appropriate, immovable desk or other object with an approved cable.
- 9.4 The safekeeping of the laptop is the responsibility of the employee. An employee will be held liable for any excess payments to be made to insurance in the event of the employee losing and/or damaging a laptop.

10. SECURITY OF EQUIPMENT

- 10.1 Other than laptops, equipment such as computers, printers and other non-portable information systems equipment belonging to Hugenote Kollege may not be removed from the organisation's premises, unless prior written authorisation has been obtained from the relevant Head of Department.
- 10.2 Equipment removed from Hugenote Kollege premises must never be left unattended in public areas. When using public transport, laptops must be carried as hand luggage where possible.

11. SOFTWARE LICENSING AND USE

- 11.1 It is Hugenote Kollege's policy to only make use of legally licenced software. All software shall be registered in the name of the organisation or will be free licenced software. All software will be installed by authorised IT specialists.
- 11.2 Unlicensed software or pirate users of software are strictly prohibited on all Hugenote Kollege's information systems.
- 11.3 All copies of software on Hugenote Kollege networks, computers or any other storage media, e.g. memory sticks, are strictly prohibited, unless such copying is consistent with third party licence agreements and is made for contingency planning purposes.

12. TERMINATION OF SERVICE

- 12.1 Employees whose employment at Hugenote Kollege have been terminated have no right to access e-mail messages and other data addressed to them, whether official or personal messages.
- 12.2 It may be required that these personal data be removed under supervision by the relevant staff member whose services are terminated.

13. IDENTIFICATION

- 13.1 All messages that are sent via the Internet or e-mail must contain the name and surname of the employee. No e-mail or Internet communication may hide the identity of the sender and the sender may not represent himself as someone else.
- 13.2 No user may use the e-mail or Internet connection of another user without obtaining that user's prior approval.

14. COMPLIANCE

- 14.1 All users are expected to exercise good judgement and to act in a professional and ethical manner with regard to the use of IT facilities of Hugenote Kollege. Any transgression of this policy is subject to the disciplinary procedure and code of Hugenote Kollege and may in serious cases result in dismissal.
- 14.2 It is the duty and responsibility of Management to monitor compliance with this policy.

15. INTERNAL E-MAIL COMMUNICATION

- 15.1 Employees are compelled, where applicable, to react to e-mails.
- 15.2 The expected response must occur before the deadline as stated in the original e-mail message.
- 15.3 The ignoring of e-mail messages involving a work-related request may lead to disciplinary action.
- 15.4 Employees must ensure that e-mail messages are circulated only to all relevant parties (internally and externally).

16. SOCIAL MEDIA

- 16.1 Hugonote Kollege and its employees are privy to an array of privileged information and the misuse of such information may constitute a breach of the obligation of confidentiality. The use of information must therefore be managed and/or limited.
- 16.2 Social media platforms increase the threat of information going viral and this policy will regulate the employees' obligations in respect of information relating to Hugonote Kollege and/or its students and the use of social media platforms Hugonote Kollege corporate setup.
- 16.3 Employees are only permitted to be on any social media platform during lunch hour/s. However, employees are permitted to attend to urgent family related WhatsApp messages.
- 16.4 Employees using any social media platform for purposes related to their employment at Hugonote Kollege, or which may in any manner link such use with Hugonote Kollege, shall:
 - If they have the authority to make statements on behalf of Hugonote Kollege, clearly indicate such authority;
 - If they do not have authority to make statements on behalf of Hugonote Kollege, clearly indicate that the statement is their own opinion and does not represent Hugonote Kollege or any other person employed by Hugonote Kollege;
 - Adhere to relevant policies, procedures and standards published by Hugonote Kollege governing the publication of Hugonote Kollege information, its information security and communications by Hugonote Kollege employees;
 - Read and adhere to the terms and conditions governing communications on the social media platforms that they may use;
 - Strictly observe all confidentiality obligations applicable to information processed by the employee and not communicate any confidential information using social media or any other communication platforms;
 - Not post/publish/convey:
 - Information which may be detrimental to Hugonote Kollege and/or its students' and/or any of its employees;
 - Information of any nature relating to matters handled by Hugonote Kollege;
 - Information or comments pertaining to other legal professionals including, but not limited to, colleagues employed by Hugonote Kollege;
 - Content that may be used for any unlawful purposes or in the furtherance of illegal activities;

- Any person's private information (including photographs or images of the person) of whatever nature, without the prior written authority of the person;
- Any threats of violence of whatever nature;
- Any obscene or pornographic images;
- Any communication which is offensive, threatening, abusive, harassing, harmful or hateful;
- A communication which violates the intellectual property rights of third parties;

16.5 The employees further undertake to:

- 16.5.1 Regularly review the content of their personal social media postings and remove any information that they feel could reflect negatively on the employee, Hugenote Kollege or its students;
- 16.5.2 Always log out of social media applications when they have completed the use of the application;
- 16.5.3 Not use social media platforms to communicate unsolicited communications of whatever manner; and
- 16.5.4 Not impersonate third parties in a manner that does or is intended to mislead, confuse or deceive others.

16.6 This policy shall have the force of an agreement between Hugenote Kollege and persons employed by Hugenote Kollege, persons having access to and using Hugenote Kollege information in postings on social media platforms and persons using social media platforms accessed through Hugenote Kollege information systems.

16.7 Contravention of this policy shall be subject to disciplinary proceedings, and will be conducted in terms of the disciplinary procedures in force.

17. ELECTRONIC DEVICES

"Electronic Device" refers to any personal electronic device with the ability to receive and/or transmit voice, text, data messages, or access the internet, including but not limited to cellular phones, digital wireless phones, MP3 players, I-pods, I-Pads, Kindles, Nooks, games, or any type of hands-free device, headphones and ear buds.

The following rules are applicable regarding electronic devices:

- 17.1 Cameras and cell phones may be used to take pictures/retrieve information by management staff when being used for official purposes.
- 17.2 The employer will not be held responsible for lost, stolen or damaged personal electronic devices.
- 17.3 Employees are prohibited from using their personal devices during working hours, except in case of an emergency, in which case prior permission will have to be obtained from the manager. Employees may use their electronic devices during their lunch breaks or tea breaks.
- 17.4 Employees are prohibited from taking photographs of the employer's facilities or using any camera functions on their cell phones without obtaining prior written permission from the relevant Manager.
- 17.5 No personal emails may be sent or received via the employer's work email address. Personal email addresses and messages may only be attended to during non-working hours.

- 17.6 Communication devices supplied and authorised by the employer for business operation purposes are exempt from this policy.
- 17.7 When traveling on employer business, employees are required to use a hands-free device when attending to urgent calls using their cell phones. Alternatively, employees are encouraged to pull off on to the side of the road and seek a safe parking area to conduct business.
- 17.8 Cell phones or similar devices may not be used to receive or send text messages, surf the Internet, check phone messages, or receive or respond to email while driving an employer vehicle or driving for employer-related purposes.
- 17.9 Employees are solely responsible for any fines and/or charges laid by the authorities for illegal use of an electronic device while operating an employer vehicle in the course of their employment.
- 17.10 Non-compliance with this policy may result in disciplinary action being taken.

Intellectual Property

1. INTELLECTUAL PROPERTY RIGHT

This policy deals with the ownership, distribution and commercial development of intellectual property developed by staff and other stakeholders at Huguenote Kollege.

2. DEFINITIONS

The term “**intellectual property**”, according to the World Intellectual Property Organisation (WIPO) refers to the following categories, namely:

Copyright is a legal term used to describe the rights that creators have over their literary and artistic works. Works covered by copyright range from books, music, paintings, sculpture and films, to computer programmes, databases, advertisements, maps and technical drawings.

A **patent** is an exclusive right granted for an invention. Generally speaking, a patent provides the patent owner with the right to decide how or whether the invention can be used by others. In exchange for this right, the patent owner makes technical information about the invention publicly available in the published patent document.

A **trademark** is a sign capable of distinguishing the goods and services of one enterprise from those of other enterprises. Trademarks date back to ancient times when artisans used to put their signature or “mark” on their products.

An **Industrial design** constitutes the ornamental or aesthetic aspect of an article. A design may consist of three-dimensional features, such as the shape or surface of an article, or of two-dimensional features such as patterns, lines or colour.

Geographical indications and appellations of origin are signs used on goods that have a specific geographical origin and possess qualities, a reputation or characteristics that are essentially attributable to that place of origin. Most commonly, a geographical indication includes the name of the place of origin of the goods.

3. VARIOUS FORMS OF INTELLECTUAL PROPERTY

The following forms of Intellectual Property Rights (IPR) are generally acknowledged:

- 3.1 Patents (Patents Act, No 57 of 1978).
- 3.2 Models (designs) (Designs Act, No 195 of 1993), where the following distinction is made:
 - aesthetic designs dealing with the visual aspects of the design; and
 - functional designs dealing with the functional nature of the design.
- 3.3 Copyright with regard to, inter alia, (Copyright Act, No 198 of 1978): books, articles, reading material (notes), musical works (compositions), artworks, published editions, databases, computer programmes, videos, CD's, films and slide shows, sound recordings, circuit and integrated circuit (IC) designs, broadcasts, programme carrying signals (electronic information carriers).

- 3.4 Confidential information including trade secrets such as formulas, production processes, trade methods, etc.
- 3.5 Trademarks and -names (including logos, slogans or designs) (Trade Marks Act, No 194 of 1993).
- 3.6 In terms of the Maintenance and Promotion of Competition Act, No. 96 van 1979, and the Counterfeit Goods Act, No 37 van 1997, there are clear regulations with regard to unfair competition and counterfeiting. The latter refers specifically to goods which pretend to be identical or similar to that of the competitor.

4. SPECIFIC PROVISIONS RELATED TO COPYRIGHT

- 4.1 Ownership of all copyrights of staff of the employer which came into existence during the normal course and scope of their work, resides with the employer.
- 4.2 The employer could in certain cases decide to transfer ownership of copyright to the developer(s) of the work(s).
- 4.3 All intellectual property (literary, musical or artistic works, recordings, films, programmes, broadcasts, computer programmes, etc.) which the employer lays claim to in terms of the Copyright Act, must be identified as follows:

Copyright © XXXX (Name of employer)
All Rights Reserved followed by the web address or the employer address.
- 4.4 The date XXXX in the certification is the year within which the work was first published.
- 4.5 The employer lays claim to all copyrights when staff produce copyright works within the course and scope of employment.

5. EMPLOYEES

In their employment contracts and as part of their conditions of service, all employees in the service of the employer undertake to transfer any intellectual property rights arising from their normal employment relationship to the employer. The right of the employer to such property arises, inter alia, from the Patents Act and the Copyright Act. Both these laws protect the employer as well as the employee.

Ownership of all patents which an employee may register and which are related to the service/work performed by the person within one (1) calendar year after leaving the service of the employer, will be regarded as arising from his/her scope of service with the employer and particular specialist field and resides with the employer until evidence to the contrary is obtained.

However, the following exceptions are made to the stipulations in the Act:

5.1 Fixed Term Employees

Insofar as the transfer of intellectual property rights to the employer is concerned, temporary employees are subjected to the same conditions pertaining to permanent employees. Ownership of intellectual property of all inventions as well as the copyright of all works which are developed or created in the normal course and scope of implementation of the contract, resides with the employer. Temporary employees are expected to complete the employer's Invention Disclosure form for any invention discovered during the course of their work. This includes the disclosure of copyright for computer programmes which have been developed.

5.2 Visitors/Researchers

Visitors and researchers who are not permanent employees, must complete and sign an undertaking of confidentiality with regard to all confidential information which they might be exposed to during their visit to the employer prior to such visit. Should such visitors or researchers, during the period of contact with the employer, become involved with any project of the employer which may result in commercially usable intellectual property, such property rights must be transferred to the employer. The employer only lays claim to intellectual property of visitors or researchers which are developed during their visit or contract with the employer. Prior written agreement should be reached on any alternative distribution of such intellectual property rights. In return, the employer undertakes to compensate visitors and researchers on the same basis as that applicable to permanent employees in respect of income realised from intellectual property rights.

6. DEVELOPMENT OF INTELLECTUAL PROPERTY

6.1 Identification of Intellectual Property

It is the responsibility of all Managers to, in conjunction with their staff, identify intellectual property which may arise within the work context with the aim of developing this. This is achieved through surveys, annual reports or notification by staff. The employer undertakes to provide the following services and initiate the following investigations with regard to staff inventions:

- an investigation into its originality and uniqueness;
- an estimation of the commercial potential thereof;
- an investigation into the developmental possibilities thereof;
- undertaking the preliminary and final patenting thereof; and
- undertaking market research, a business plan, development routes (whether through licensing, selling of rights, or establishment of business units), sources of finance, acquiring partners, buyers, protection and monitoring and continuous support of the patent after transfer.

Should the employer decide not to proceed with the development and progression of an invention or other new idea within twelve (12) months after disclosure, the employer may, in his/her discretion, return ownership of the intellectual property to its inventor(s).

6.2 Disclosure of Intellectual Property

The compulsory identification and disclosure to the employer must happen as soon as possible after the conceptualisation of a new and potentially usable product or process; or when an unusual, unexpected or not obvious research result, which has the potential to be utilised commercially or otherwise, has been obtained.

Following on disclosure, an analysis of the invention, evaluation of the originality (uniqueness) thereof and a preliminary estimation of the development potential and feasibility of the product or process will be undertaken in order to determine whether the employer will proceed with the protection of intellectual property rights.

6.3 Computer Programmes

Both patenting and copyright protection are applicable to computer programmes.

Temporary employees, in particular, should exercise caution with regard to programmes being developed during their period of service. Temporary workers are specifically prohibited from removing or taking with them, on expiry of their service contracts, any material, written or on computer disc or in any other format which can be converted to any known format, unless the intended usage is for personal purposes only and authorised by the employer.

6.4 Dispute Resolution

Disputes arising from Intellectual Property Rights must be resolved by means of arbitration. The reason for dispute resolution by arbitration is firstly to allow all parties the opportunity to negotiate on their differences and thus avoiding legal costs, and secondly to at all times protect the image of the employer.

Twenty-five

Confidentiality

1. CONFIDENTIALITY

- 1.1 For the purposes of this policy, "Confidential Information" includes, but is not limited to, the following:
- (a) Trade secrets, products, new developments, business methods and techniques;
 - (b) All discoveries, inventions, improvements, devices, machinery and processes;
 - (c) Student Information;
 - (d) Any financial details of the employer;
 - (e) Details of remuneration paid to staff members; and
 - (f) Any other matters relating to Hugonote Kollege or its students;
- 1.2 An employee may not disclose or reveal or apply any confidential information which he has access to as a result of his work during or after his service period with the employer to any person/persons, including any legal person/persons in his own interest or in the interest of any other person/persons.
- 1.3 An employee may not make or obtain any photocopies of confidential information during the course of his work, whether in his own interest or in the interest of any other person/persons, before proper written approval has been obtained from Management.
- 1.4 Should an employee be in breach of this confidentiality clause, it could result in summary termination of the employee's services.

2. CONFLICT OF INTEREST

- 2.1 An employee may not do any private work or business that could lead to conflict of interest with the employer.
- 2.2 An employee may not reveal any private business interest and will not do private work without the prior consent of the employer.
- 2.3 An employee may not provide a motive to a person previously employed by the employer to enable the person to conduct business that will be directly or indirectly in competition with the employer's business. An employee may not provide any motive to any person to terminate their services with the employer.
- 2.4 No permanent employee may perform any private/part-time work (during or after working hours) on the premises of Hugonote Kollege while employed by the employer, unless prior written authorisation has been granted by the Rector.

3. RESTRAINT OF TRADE

- 3.1 Upon termination of an employee's employment contract, the employee must hand over all documentation and other property of the employer which is in the employee's possession, custody and control at that time. The employee may not obtain or make copies (printed or electronic) of documentation, whether for the interest of the person or the interest of any other person.
- 3.2 In the event of termination of an employee's employment contract, the employee undertakes not to be engaged in any other business in competition with Hugonote Kollege, directly or indirectly, as a shareholder, partner, member of a Closed Corporation, Director of a Company or in any other capacity, within one year after the termination of the employment contract.

The employee may not for a period of twelve (12) months after the termination of employment:

- 3.2.1 Use any business models (plans), information, data, records, documentation and trade secrets for personal interest or the interests of any other person / persons, company and / or legal person / persons;
- 3.2.2 Recruit existing clients of the employer for sole purpose of providing a service or intending to provide a service of which such services are similar or the same as any services in any form provided by the employer to its clients;
- 3.2.3 Provide any motive to any person who is or was previously employed by the employer to do or enable him to do business that is in direct or indirect competition with the business of the employer. The employee will also not provide any motive to any other employee to terminate his/her services with the employer;
- 3.2.4 Disclose any confidential or secret information of any kind relating to the business of the employer and/or any business that is associated with the employer and/or any matters in which the employer has an interest, excluding information previously published, without violation of any provision stated above.
- 3.3 The employer undertakes to keep confidential all information regarding the employee and regarding this agreement, and not to disclose any information which could be detrimental to the employee.
- 3.4 In cases where the provisions of this restriction are violated, the Employer shall be entitled to institute a claim against the employee relating to all damage resulting from the breach of contract, as well as all costs incurred by the employer to apply the trade restriction, including all legal costs.
- 3.5 The purpose of this policy is not to prevent the person from continuing his / her career or being employed in the industry. The policy aims at protecting the employer's existing business interests, strategies, intellectual property and relationships. It thus excludes "normal experience", which serves as part of an employee's benefits of employment.

Personnel Committee

1. RIGHTS OF EMPLOYEES

- 1.1 The employer respects all employees' rights to freedom of association as protected by the Constitution of South Africa and applicable legislation.
- 1.2 The employer will liaise with a representative committee within the framework of existing agreements.
- 1.3 Employee participation will also be encouraged through employee representation as discussed in the constitution and as set out in a recognition agreement with a trade union (if applicable).

2. PERSONNEL COMMITTEE

- 2.1 A Personnel Committee may be formed on initiative of the employees.
- 2.2 A Personnel Committee representing the employees of Hugonote Kollege, will be elected by the employees.
- 2.3 Members of the committee must fall under a specific category/profile as specified in the Employment Equity Act.
- 2.4 Candidates are nominated by the other employees and persons responsible for the HR function on behalf of the Manager. Each employee will be given the opportunity to accept/reject a nomination.
- 2.5 A majority voting system will be used to determine who the committee members are, should they meet the specified criteria.
- 2.6 Once the Personnel Committee is elected, all employees will be notified.

3. TASKS AND RESPONSIBILITIES

- 3.1 The Personnel Committee serves as a consultation forum for the policy, strategies, appropriate management practices and legal requirements. It is management's prerogative to determine matters for consultation. Decision-making will take place as determined by the constitution's regulations and provisions.
- 3.2 Consultation processes, as defined in legislation, will take place as a collective effort towards the consensus process.
- 3.3 The Personnel Committee will meet at least once a quarter. The time and place will be determined by the person responsible for the HR function.
- 3.4 The Personnel Committee may represent the employer's employees with regard to matters relating to and which are provided in the employer's personnel policy.
- 3.5 The Personnel Committee will serve as a consultation and/or negotiating forum on issues where consultations or negotiations with employees are required by the employer's constitution, Personnel policy and any applicable legislation (excluding remuneration related negotiations).

Trade Unions

1. The Rector, or a person nominated by the Rector, is the only one who may enter into a binding agreement with a trade union and/or its representatives.
2. The relationship with a trade union will be regulated and governed according to a recognition agreement.
3. Only trade unions which are sufficiently represented will be recognised.
4. Trade Union's rights according to Sections 12-16 of the Labour Relations Act 66 of 1995 will be respected by the employer.

Twenty-Eight

Unfair Discrimination and Harassment

1. PURPOSE

- 1.1 The objective of this policy is to:
 - 1.1.1 state Hugenote Kollege policies and procedures for unfair discrimination and harassment
 - 1.1.2 ensure that employees are informed regarding possible steps that may be taken in the event of unfair discrimination and/or harassment
 - 1.1.3 provide Management with guidelines to deal with such situations effectively
 - 1.1.4 ensure a safe working environment.
- 1.2 The terms “unfair discrimination” and “harassment” are comprehensive terms that include different forms that are further expanded and explained under “definitions.”
- 1.3 The below are possible reasons for formulating a policy for unfair discrimination and harassment:
 - 1.3.1 the employer is legally bound to create a safe working environment for all employees;
 - 1.3.2 to ensure that a culture of fairness and mutual respect between all employees, as well as between Management and employees is established and maintained;
 - 1.3.3 to enable Management to deal with discrimination and harassment effectively;
 - 1.3.4 to give employees the assurance that complaints will be investigated thoroughly and appropriate action will be taken against perpetrators; and
 - 1.3.5 the employer is protected against possible legal accountability on the grounds of unlawful action and unfair discrimination.

2. POLICY AND LEGISLATION

- 2.1 According to Chapter Two of the Employment Equity Act, no form of unfair discrimination⁶⁰ and harassment⁶¹ will be permitted/condoned.
- 2.2 According to the Labour Relations Act⁶² the employer has the right to discipline employees for misconduct, which includes unfair discrimination and harassment.
- 2.3 The Code of Good Practice⁶³ for dealing with sexual harassment, provides practical guidelines to the employer for dealing with sexual harassment issues. This is the only Code of Good Practice available for unfair discrimination issues and will therefore be used as a broad guideline for this policy.

⁶⁰ EEA Section 6

⁶¹ EEA Section 6, subsection 3

⁶² LRA. Schedule 8, COGP: Dismissal

⁶³ EEA, COGP: Sexual Harassment Cases

- 2.4 Hugenote Kollege strives towards constructive relationships between the employer and employees, as well as mutually constructive relationships between employees. Unfair discrimination and harassment undermine this endeavour.
- 2.5 Behaviour that amounts to unfair discrimination and harassment is unacceptable and will not be tolerated. Disciplinary steps will be taken against employees who are found guilty of the unfair discrimination against or harassment of an employee, customer or service provider.
- 2.6 Hugenote Kollege wants to cultivate a climate within which an employee will have the confidence, but also the necessary responsibility, to report or enquire about cases of unfair discrimination and harassment.
- 2.7 The employer undertakes not to victimise a complainant for laying a valid complaint. In cases where complaints are false or malicious, disciplinary steps will be taken against the complainant.
- 2.8 Every employee is expected to contribute towards ensuring an environment free from unfair discrimination and harassment. Employees' behaviour should therefore be deserving the respect of co-workers and seniors at all times.

3. DEFINITIONS

3.1 Unfair Discrimination

Unfair discrimination occurs when a person is treated unfavourably (or threatened to be treated unfavourably) on any grounds stipulated by the EEA⁶⁴, including race, sex, gender, pregnancy, marital status, family responsibility, ethnic or social origin, colour, sexual orientation, age, disability, religion, HIV status, awareness, political opinion, culture, language, birth or any other arbitrary reason.

However, it is not unfair discrimination⁶⁵:

- (a) to take affirmative action steps in line with the Employment Equity Act; or
- (b) to discriminate (to exclude or prefer a person) based on the inherent requirements of a position/job

There are two forms of unfair discrimination, namely direct and indirect unfair discrimination:

3.1.1 Direct unfair discrimination

Direct unfair discrimination occurs when a person or group of people is treated less favourably than others on the basis of any of the above grounds.

The most common form of direct unfair discrimination is based on race. Racism is indicative of the social, economic or political discrimination towards a person or group of people based on their race and skin colour.

It also includes the use of any old apartheid racial slurs, labelling as stupid, stereotyping based on race or the use of animal references for specific racial groups.

⁶⁴ EEA, Section 6, subsection 1

⁶⁵ EEA, Section 6, subsection 2

3.1.2 Indirect unfair discrimination

Indirect unfair discrimination occurs when a person/organisation states a requirement (rule, policy, procedure or practice) that is the same for all, but has an uneven or disproportionate effect on certain group(s) of people.

3.2 Harassment

Harassment is any form of behaviour that is unwelcomed and inappropriate. These are behaviours that offend, humiliate or intimidate people easily. It does not necessarily include the intention to humiliate or harass. Only the nature and impact of the behaviour determines whether it is harassment or not.

Sexual harassment, verbal and physical abuse are three forms of harassment that are prominent in the workplace, and are discussed in more detail.

3.2.1 Sexual Harassment

Sexual harassment is unwanted and inappropriate conduct of a sexual nature which may include requests, suggestions and other verbal or physical behaviour of a sexual nature. The unwanted nature of sexual harassment distinguishes it from behaviour that is mutual and welcomed by the recipient:

- where the employee is expected to submit him-/herself to or play along with mentioned behaviour towards co-workers or customers as if this forms part of his/her employment contract;
- when submission to the behaviour or rejection thereof form the basis of decisions regarding the concerned employee's service contract, one party is expected to grant sexual favours in exchange for the retention of job security or to acquire favourable service benefits or preferential treatment;
- where such behaviour impacts on an individual's work performance or causes an unsafe, intimidating and hostile working environment;
- sexual harassment does not refer to behaviour or compliments given on occasion and which are acceptable to the recipient;
- where employees display or circulate sexually graphic or nude images and/or videos to other employees who do not want nor request such graphics; and
- where an employee makes repeated sexual advances or vulgar comments towards or directed at other employees after being requested to stop or being informed that such behaviour is unwanted and unacceptable.

Circumstances:

The potential for sexual harassment also depends on, inter alia, the following factors:

- the circumstances and possible repetition of the incident(s);
- the authoritarian relationship between the perpetrator and the victim;
- how the perpetrator normally treats the victim, previous experiences
- the extent to which the behaviour encroaches upon the working environment of the harassed person.

Examples:

These examples may be actual or potential harassment. However, harassment is not limited to these examples, and people may also experience this type of behaviour differently. This includes:

- unsolicited physical touch;
- suggestive or provocative suggestions;
- comments with sexual hints and jokes of such nature;
- threats regarding work performance/promotion;
- insults and offensive behaviour with a sexual tone;
- a colleague insists to kiss an employee on his/her birthday, despite the fact that even in a subtle way, he/she indicates that he/she does not prefer it;
- a colleague often sends unsolicited flowers or gifts, despite the fact that it is clearly unsolicited;
- a colleague (man or woman) always comes as close as possible (uncomfortably close) to his/her colleague's side of the desk and chats, especially where he/she has been asked to stop such behaviour;
- unwanted flirtation, invitations to sexual acts, offensive or derogatory remarks, terms of endearment, display of pornographic or sexually vulgar material; and
- displaying literature and/or graphics with sexual hints, especially where it is requested that such conduct be stopped.

3.2.2 Verbal abuse

Verbal abuse (also known as verbal bullying, verbal violence or verbal assault) can be described as an attack on a victim through negative definitive statements, or withholding a statement or information that embarrasses the victim, or makes the victim feel inferior.

This includes cursing, scolding, humiliation, cross-examining the victim, insults, blaming, challenge, accusations, harassment, bullying, scolding, belittling and screaming.

However, there must be a distinction between having differences and verbal abuse. The distinction is found in identifying a pattern of behaviour when it occurs over a long period of time.

Examples:

- When a person is continually judged and criticised unconstructively
- The victimisation of a person by threats or underlying implications of certain actions
- When a person's opinion is constantly rejected, belittled or the person is constantly being argued with (especially in front of other people)
- When a person's plans and attempts are deliberately undermined

- Sarcasm and degrading forms of language are used
- When information is deliberately withheld from a person to embarrass the person
- When a person is humiliated and it is dismissed as a joke

3.2.3 **Physical abuse**

Physical abuse is any deliberate act that causes physical pain, injury or trauma.

Examples include, but are not limited to, physical assault, hitting or kicking with hand/foot/object, stabbing, shooting, burning, shaking, throwing, pinching, biting, pushing or any other act that causes physical pain or discomfort to the victim.

3.3 **The environment / actual place in which unfair discrimination and harassment take place**

The place where unfair discrimination and/or harassment take place refers to the workplace or during the execution of work-related activities, which do not necessarily have to be on the premises of the employer.

4. **PROPOSED ACTION BY POTENTIAL VICTIMS**

4.1 **Reporting of unfair discrimination and/or harassment**

The behaviour must be reported to the employer immediately, in other words as soon as possible after the behaviour occurred.

4.2 **Formal Action**

- Use the existing grievance procedures as far as possible to investigate the matter.
- If the Manager with whom a complaint is to be filed, is the alleged offender, the complaint must be reported to another Manager, and/or be discussed with the person responsible for the HR function
- If the suspicion exists that circumstances are such that the matter will not receive the necessary attention, the victim must directly contact a Manager or person responsible for the HR administration.
- Objective witnesses or evidence must be obtained as far as possible to substantiate a complaint. However, this is not always possible, and each case will be dealt with on merit. The opinion that "no one will believe me" must not be held just because there are no witnesses.
- The matter will be investigated in terms of the Disciplinary Code and take its normal course as in the case of other serious offences.

4.3 **Informal Action**

The employee (alleged victim) may choose to treat the matter informally, rather than reporting it to the employer immediately. In such an instance, the following procedure can be followed:

4.3.1 **Action taken verbally**

The victim can confront the offender verbally and bring it to his/her attention that his/her behaviour is unacceptable. Such a conversation should end with a request that the behaviour must be stopped immediately. If the behaviour is stopped, the complainant may consider the matter as dealt with. If the behaviour persists, the aggrieved person may either submit his/her request to the offender in writing or submit a formal complaint.

4.3.2 **Action in writing**

The aggrieved person may express his/her displeasure with the offender in writing. The nature and consequences of the behaviour must be explained. The offender can be expected to explain his/her perception of the incidents and to apologise. If this course is satisfactory for the complainant, the case is considered to be dealt with. If this is not the case, formal procedures must be considered.

4.3.3 **Third party assistance**

With the abovementioned oral and written actions, the aggrieved person may request that he/she must be assisted to ensure objectivity. The person responsible for the HR administration / a Manager or someone of the alleged victim's own choice, can be considered. During the informal process, this person will provide assistance on an extremely confidential basis.

5. **GUIDELINES FOR EMPLOYEES/POTENTIAL VICTIMS**

5.1 **Non-formal investigation**

It may happen that a complainant does not want the matter to be formally investigated. Under such circumstances, the person responsible for the HR administration should consider appropriate procedures to deal with the matter. Informal discussion will be applicable in this case.

5.2 **Uncertain whether behaviour is unfair discrimination or harassment**

It may occur that the potential complainant is uncertain whether the objectionable behaviour is actually unfair discrimination or harassment. Under these circumstances, the employee should have the confidence to discuss this with a Manager or the person responsible for the HR administration.

5.3 **Prevention**

The following actions may help prevent unfair discrimination and/or harassment:

- Avoid sacrificing your values and principles when pressurised, as this may exacerbate the situation.
- Cultivate a relationship of mutual respect towards fellow employees and seniors.
- Managers have the responsibility to act proactively when they become aware of unfair discrimination or harassment in the workplace.
- Be clear, but not aggressive, when stating your viewpoints. The message conveyed must be unambiguous.

- Avoid situations that could create an opportunity for harassment or abuse if potential harassment or abuse is suspected.
- Ensure that you have been informed about the employer's policy on unfair discrimination and harassment.
- Focus on being a competent employee.

5.4 Counselling

Counselling is available for victims. Where appropriate, contact the person who is responsible for the HR administration/Corporate Affairs Manager or relevant Manager.

6. PROPOSED ACTION BY MANAGEMENT

- 6.1 All complaints, including informal allegations, must be fully investigated immediately. The investigation should include interviews with all parties concerned. Full minutes must be kept.
- 6.2 All information collated is strictly confidential and should always be treated accordingly. Such information must be kept by the relevant Manager for possible further reference/investigation.
- 6.3 Where applicable, disciplinary action must be taken in accordance with the employer's Disciplinary Code. Offenders will be punished according to the severity of the transgression, including possible dismissal. The particular circumstances of each case must be considered.
- 6.4 The relevant Manager must have regular follow-up discussions with the complainant to ensure that the harassment has been discontinued.

7. GUIDELINES FOR MANAGERS FOR THE HANDLING OF ALLEGED UNFAIR DISCRIMINATION OR HARASSMENT

It is every Manager's responsibility to ensure that an environment that is free of harassment and unfair discrimination is created in the workplace.

Managers:

- 7.1 should not avoid action because the alleged victim prefers/requests that no action is taken;
- 7.2 should not accept discriminatory or harassing behaviour as a norm in the work culture and should not reprimand an employee complaining about it;
- 7.3 should not consider a complaint as inconvenient/unimportant;
- 7.4 should not act or form an opinion before the investigation has been finalised;
- 7.5 should not transfer an employee to get rid of the problem, thus only delaying the problem;
- 7.6 should not ignore a complaint because the alleged offence occurred in the past;
- 7.7 should not try to convince a complainant that the behaviour was intended merely as a joke;

- 7.8 should not evaluate the severity of the matter on hearsay;
- 7.9 should not influence or change findings because senior staff are involved;
- 7.10 should inform the responsible Manager of the department concerned if an employee complained towards another Manager in another department; and
- 7.11 should not form opinions based on whom they like and/or dislike, and should therefore try to remain as objective and as impartial as possible during the entire process.

Employment Equity

1. UNDERLYING PHILOSOPHY

The non-discriminatory Christian mission of the Huguenote Kollege is based on the message from the Bible aimed at people irrespective of language, race and gender.

The structuring and functioning of the Huguenote Kollege are based on two principles; that the involvement of different denominations and linguistic diversity should be served. Huguenote Kollege is a non-profit organization which depends on the cooperation and voluntary donations from churches and the Christian community.

In order to ensure equal opportunities for all employees and to be recognised as a market leader in employment equity, Huguenote Kollege accepts the following objectives:

- The encouragement of an organisational culture in which respect for all people is valued;
- The eradication of any discriminatory practices and policies, whether direct or indirect, that might exist;
- The eradication of all forms of harassment;
- The removal of any barriers that exist or may exist in future which unfairly restricts employment, promotions, training, and the fair allocation of benefits;
- The training of employees and the implementation of mentorship programmes as priorities to ensure the advancement of employees; and
- The equipping of managers to manage and coach their staff in order to optimise their human resource potential.

2. POLICY STATEMENT IN TERMS OF FOUR KEY FOCUS AREAS

2.1 Prohibition of Unfair Discrimination in the Workplace⁶⁶

2.1.1 The Employer commits itself to the removal of all forms of unfair discrimination, directly or indirectly, in philosophy; labour practices; management practices and in conditions of employment in order to establish a working environment where opportunities, treatment and expectations are based on practices that do not discriminate against race, religion, HIV (Human Immunodeficiency Virus) status, gender, sexual orientation, beliefs or any other arbitrary grounds⁶⁷.

2.1.2 Where discrimination does exist, it may only be in conjunction with job requirements and/or market trends and/or operational requirements of the business.

2.2 Affirmative Action⁶⁸

2.2.1 Affirmative Action is not a goal in itself, but a planned process whereby fair labour practices are established in the workplace. It is seen as a temporary measure with clear ideals, objectives and time frames with the ultimate goal of establishing equal opportunities and fair representation within the workplace.

⁶⁶ EEA Chapter II

⁶⁷ EEA Section 6

⁶⁸ EEA Chapter III

2.2.2 Affirmative Action requires the implementation of measures to address the representation of designated groups in the staff complement. It thus requires the implementation of initiatives to enhance the accelerated appointment, promotion, training and development of these groups.

2.2.3 Fair representation of the designated groups will be reached on all levels in the workplace by setting critical targets w.r.t. personnel numbers. Taking into consideration the demographic region wherein the employer conducts its business, the staff complement will be compiled in such a manner that present and future target markets could be served efficiently.

2.3 Equal Opportunities

2.3.1 Removing the unfair discrimination practices and implementing Affirmative Action measures will result in establishing a workplace where equal access to employment opportunities will be created for both applicants and employees. This will enable employees to reach their true potential in accordance with Hugenote Kollege's operational requirements.

2.3.2 Broad actualisation of potential and economic empowerment is pursued within a framework of equal access to employment, promotion, training and development.

2.4 Utilisation and Welcoming of Diversity

2.4.1 Hugenote Kollege strives towards a working environment and culture which are experienced as non-discriminatory and where diversity is welcomed by all. The goal is to establish a relationship where trust, team work and self-confidence are established.

2.4.2 The objective is to incorporate diversity in the workplace with the manner in which the employer does business, to the advantage of Hugenote Kollege.

3. EXPECTATIONS

3.1 Hugenote Kollege undertakes, where operationally possible, to refrain from jeopardising the job security of those who are competent in their positions, due to the implementation of this policy.

3.2 The opportunities arising from the implementation of this policy cannot be seen as the enforceable right of any person or group.

3.3 The employer reserves the right to manage Hugenote Kollege in such a way that business philosophies and goals are pursued and achieved, without deviating from the principles of this policy. Hugenote Kollege shall hence forth require that appointments be done in accordance with the employer's operational requirements and that performance standards, in accordance with job requirements, are met.

HIV/AIDS

1. SCOPE⁶⁹

This policy applies to all employees who are employed by the employer.

2. OBJECTIVES OF THE POLICY

2.1 The objective of this policy is to ensure that all employees of the employer are kept informed about HIV/AIDS as well as to detail the steps that will be taken to protect both the employer and its employees against the effects of this disease. This will be achieved by:

- Eliminating unfair discrimination
- Promoting an environment in which people living with HIV/AIDS are treated fairly
- Monitoring the prevalence of HIV/AIDS in a structured manner
- Developing proactive guidelines and programmes
- Implementing HIV/AIDS awareness programmes aimed at providing support and education

3. RESPONSIBILITY

Implementation of this policy is the responsibility of all Managers and supervisors, as is the continued dissemination of information about HIV/AIDS to all employees. It is however, the responsibility of employees to take appropriate action on being informed about HIV/AIDS, to protect themselves and their families and to seek counselling in case of uncertainty.

4. BASIC INFORMATION ON HIV/AIDS

4.1 What is HIV?

AIDS (Acquired Immunodeficiency Syndrome) is a disease that affects millions of South Africans. It is caused by a virus called HIV (Human Immune Deficiency Virus). This virus slowly weakens a person's ability to fight off diseases, by attaching itself to and destroying important cells that control and support the human immune system (CD 4+ cells). After a person is infected with HIV, he or she, although infectious to others, can look and feel fine for many years before AIDS is developed.

4.2 HIV causes AIDS

There is no question among the majority of the world's scientists that HIV causes AIDS. The average period between getting infected with HIV and developing AIDS is 7 to 9 years in the absence of treatment. AIDS is a term to describe a set of opportunistic infections and cancers, which would otherwise not be life-threatening, if HIV had not destroyed the body's immune system in the first place.

⁶⁹ LRA, COGP: HIV and AIDS and the Word of Work

4.3 Transmission and factors fuelling the epidemic

There is very little chance of HIV being transmitted in the workplace. In order for a person to be infected, the virus must gain entrance into a person's blood stream. There are limited numbers of modes of transmission and they are, in order of importance:

- Unprotected sex with an HIV-infected person
- From an infected mother to her child (during pregnancy, at birth, through breast feeding)
- Transfusion with infected blood and/or blood products
- Intravenous drug use with contaminated needles
- Being pricked by or sharing a needle which has HIV-infected blood on it
- Unsafe, unprotected contact with infected blood and the bleeding wounds of an infected person.

4.4 Treatment

There is no cure or vaccine for HIV/AIDS yet, however, there are some major advances in medical treatment. Antiviral drug combinations (such as Anti-retro viral medication also known as ARVs) are available, which, when properly used, result in significantly prolonged survival of people living with HIV.

It is advised that an employee consults and obtains professional medical assistance in this regard.

5. PRINCIPLES DEALING WITH HIV/AIDS

The following principals should be followed:

5.1 AIDS awareness

All management will be provided with information pertaining to HIV/AIDS. This is aimed at establishing a reservoir of information and knowledge that will be available to all employees and which will better enable them to make informed decisions. This information will be updated from time to time.

5.2 Employment & Pre-employment testing

HIV testing is not a prerequisite for employment. The employer will not conduct HIV testing on current employees nor will pre-employment HIV testing be conducted, unless it such testing is deemed justifiable by the Labour Court. ⁷⁰Upon approval from the Labour Court, HIV testing will only be deemed permissible as part of a health care service provided in the workplace, in the event of an occupational injury or accident which may have exposed the employee to blood and/or other bodily fluids, and for the application of compensation following such an incident. All testing is to be conducted in accordance with the Department of Health's National Policy for Health Act, No. 116 of 1990.⁷¹

5.3 Special circumstances requiring HIV testing

In the case of persistent illness, an employee may be referred for medical examination, and may be required to undergo an HIV test. The referral for medical examination does not compel an employee to undergo an HIV test. An employee or applicant for employment must first consent to or initiate a request for HIV testing as part of the medical examination. Any report on the employee's state of health and/or HIV test results will only be divulged to the employer with the employee's consent in writing.

⁷⁰ Employment Equity Act 55 of 1998: Chapter 2, Section 7 (2) to be read with Chapter 5, Section 50 (4)

⁷¹ Code of Good Practice on Key Aspects of HIV/AIDS and Employment

5.4 Disclosure of HIV test results

HIV test results will not be disclosed to management without the employee's written consent and such disclosure will be treated as strictly confidential. It is, however, the employee's prerogative to disclose such test results to any party he/she wishes.

Hugenote Kollege strives to create a climate that allows for and encourages voluntary disclosure of an individual's positive HIV status.

The employee reserves the right to disclose the results of his/her HIV test at any given time.

5.5 Pre-test counselling

Before an employee undergoes HIV testing, he/she will receive pre-test counselling.

5.6 Post-test counselling

Following an HIV test, each employee will receive post-test counselling.

5.7 Discrimination

Through the provision of information, education and communication about HIV and AIDS and normal disciplinary and grievance procedures, this policy aims to protect all HIV positive employees from stigmatisation and discrimination by co-workers, based on their HIV status. It guarantees that job access, -status, -promotion, -security, and training will not be influenced merely by the HIV status of an employee.

No employee may be discriminated against based on his/her HIV status. Discrimination against HIV positive employees by fellow employees, based on their HIV status, will not be condoned. Such action will result in unfair discrimination and render employees involved subject to disciplinary action in accordance with the employer's disciplinary code and procedure.

5.8 Protection against HIV infection in the workplace

Every employee must take the appropriate precautions when faced with a situation that may lead to the transmission of HIV.

5.9 Transparency

The employer will adopt a consultative and transparent approach to the management of HIV/AIDS. This policy will be reviewed should the employer's strategy or legislation change.

5.10 Grievances

All grievances about issues related to HIV/AIDS will be handled by the Grievances procedure (as stipulated in Chapter 15: "Grievances") or the person responsible for HR administration or the relevant Manager.

5.11 Access to training, promotion and benefits

With this policy, Hugenote Kollege acknowledges the desire and the ability of HIV positive employees to work. It therefore guarantees that employees living with HIV and AIDS may continue to work as long as they are able to perform their duties in accordance with the job requirements. An employee with HIV/AIDS will be expected to meet the same performance requirements that apply to other employees, with reasonable performance accommodation if necessary. Reasonable accommodation refers to those steps that management will take regarding an employee with a disability.

Reasonable accommodation may include, but is not limited to, flexible or part-time working schedules, leave for absence, work restructuring or reassignment. HIV infected employees will be entitled to the same benefits as all other employees.

5.12 Education and Awareness

Hugonote Kollege will facilitate continuous HIV/AIDS education and awareness ensuring:

- The systematic and ongoing provision of credible information about HIV/AIDS using all employer media and communication methods.
- Providing all management with all relevant updated information relating to HIV/AIDS.

6. CO-WORKERS (WHERE THE PERSON VOLUNTEERED INFORMATION)

- 6.1 Co-workers are expected to maintain a normal working relationship with HIV positive colleagues. The fears of colleagues will be addressed through information, training and counselling.
- 6.2 Where co-workers refuse to work with a person with HIV, steps will be taken to inform employees that it involves no serious risk. Should an employee persist with his/her unreasonable refusal, disciplinary steps will be considered in line with the employer's disciplinary code and procedures.

7. EMPLOYEE BENEFITS

- 7.1 Employees with HIV/AIDS will be treated similarly to employees suffering from a life-threatening disease as far as all employee policies and benefits are concerned, including health insurance, life insurance, disability benefits and leave.
- 7.2 The cover for which an employee qualifies, will be determined by the rules of the relevant benefit schemes. Such rules will be subject to applicable legislation.

Ethical Code

1. INTRODUCTION

- 1.1 This policy gives an overview of the standards of employment that the employer commits to.
- 1.2 The standards set forth herein comply with the provisions of the current labour legislation. However, where labour legislation is amended from time to time and the conditions of the legislation provide for more favourable provisions and conditions in the sector, labour legislation will apply.
- 1.3 All guidelines contained in the Personnel policy and annexes to the Personnel policy, apply to all employees of the employer and visitors.
- 1.4 Everyone is expected to familiarise him-/herself with and commit to maintaining the standards set out in the policy.
- 1.5 This policy will be available to all employees for inspection, if so required. However, it may not be made available to any person who is not in the service of the employer without the permission of the Manager.

2. PROHIBITION OF CHILD LABOUR⁷²

- 2.1 The employer may not employ children under the age of 15 years.

3. PROHIBITION OF FORCED LABOUR⁷³

- 3.1 The employer may not use or support forced labour. He may not keep employees' original identity documents or passports as security, whilst they are rendering services.
- 3.2 If persons are employees, their employment does not relate, or is not conditional to the employment of a spouse or any other relative of that person. All employed men and women must conclude their own individual employment contracts.

4. A SAFE AND HEALTHY WORKING ENVIRONMENT⁷⁴

- 4.1 The employer must create a safe and healthy working environment for employees and must take adequate safety measures to prevent accidents and harm to health and safety that may arise from, be related to, or can occur during work. The latter must be done by eliminating the dangers associated with the work environment as far as is practicably possible.

⁷² Sec 43 BCEA

⁷³ Also see Chapter 4: Paragraph 10

⁷⁴ Also see Chapter 17

- 4.2 The employer must appoint a Senior Management representative who is responsible for the health and safety of all staff and for the implementation of a healthy and safe work environment. In cases where this is required under the Occupational Health and Safety Act, the employer must ensure that representatives are selected from among the employees for health and safety reasons.
- 4.3 The employer must strive to implement a practical integrated health and safety framework. The framework should allow for the examination of risks, the implementation of risk mitigation or risk elimination measures, mechanisms for making decisions on the implementation of health and safety measures and their monitoring, as well as for record keeping in this regard.
- 4.4 In addition, the employer must ensure that:
- employees are provided with the necessary safety equipment and clothing, and that measures are taken to prevent persons from being injured;
 - adequate measures are taken for first aid and other emergency treatment in the event of workplace accidents and that workers' documents for damages and other accidents and illnesses are available and used in the case of work-related accidents and illnesses as required by labour legislation;
 - safety measures are easily visible and made available in all applicable languages;
 - provision has been made for the prevention and combating of fires and the existence of security measures in that regard;
 - all employees have access to clean toilet facilities;
 - all employees are provided with clean drinking water;
 - there are appropriate working conditions for pregnant women that will not endanger their health or the health of their unborn baby during pregnancy, as well as after the birth of the baby.
- 4.5 The employer may not allow or implement any practices that create a culture of alcohol dependence. In case the problem of alcohol dependence or abuse is identified, the employer must take reasonable measures to deal with it in the work environment.

5. FREEDOM OF ASSOCIATION AND THE RIGHT TO JOINT COMMITMENT⁷⁵

- 5.1 Without any exception, employees must have the right to establish or join trade unions or organisations of their choice and to bargain collectively.
- 5.2 The employer must ensure that salary- and wage increase, as well as employment benefits are determined by a fair negotiation process in which employees have the opportunity to manage their own interests.
- 5.3 The employer must have an open attitude towards the activities of trade unions as well as their associations and may not discriminate against any person on the grounds of his/her membership of a trade union or his/her political affiliation.
- 5.4 Representative trade unions that organise employees must be allocated organisational rights under the provisions of the Labour Relations Act, No. 66 of 1995.

⁷⁵ Also see Chapter 29

6. ZERO TOLERANCE FOR UNFAIR DISCRIMINATION⁷⁶

- 6.1 No member may participate in or support unfair discrimination that occurs on any arbitrary grounds based on (but not limited to) race, gender, marital status or sexual orientation as far as the practice and policy of employment is concerned. The practice and policy include (but is not limited to) recruitment, appointment, access to training, promotion, service benefits (including housing) and discipline.
- 6.2 The employer may not allow incidents of sexual harassment or harassment based on race in the workplace; this includes coercion, threats, abuse or exploitation through gestures or language use and physical contact.
- 6.3 The employer must take measures to support and promote those who are historically disadvantaged by practices of discrimination under the provisions of the Employment Equity Act, No. 55 of 1998 and the Skills Development Act.

7. DISCIPLINARY MEASURES MUST BE REASONABLE

- 7.1 Physical abuse or punishment, threats of physical abuse or punishment, or other forms of intimidation must be prohibited.
- 7.2 The employer must establish disciplinary rules and procedures that comply with the provisions of the Labour Relations Act, No. 66 of 1995, in particular Schedule 8 of this Act, and must keep record of all disciplinary actions taken against an employee.

8. WORKING HOURS MAY NOT BE EXCESSIVE/UNREASONABLE⁷⁷

- 8.1 The employer must ensure that he complies with national law with regard to working hours and must, in particular, ensure that:
- normal working hours do not exceed 45 hours per week
 - overtime and working on public holidays are voluntary
 - work on Sundays and public holidays are reimbursed in accordance with the Basic Conditions of Employment Act
 - overtime does not exceed 10 hours per week (unless otherwise agreed) and is compensated at a premium of one and a half times the employee's hourly rate or time off
 - employees work no more than a week without a rest period of at least 36 hours
 - employees receive at least one day's leave for every seventeen paid days worked (wage workers) or receive 1.25 days' leave for each month (salaried workers)
 - employees are paid for sick leave under the provisions of the Basic Conditions of Employment Act
 - employees are entitled to maternity leave or family responsibility leave under the Basic Conditions of Employment Act

⁷⁶ Also see Chapter 30

⁷⁷ Also see Chapter 5

- 8.2 The employer must keep a written record of employees' hours of service and periods of leave under the Basic Conditions of Employment Act.
- 8.3 Before employment, all employees must be provided with a contract of employment, explaining the terms and conditions of employment relating to working hours and leave.

9. EMPLOYEES SHOULD EARN A LIVING WAGE⁷⁸

- 9.1 The employer must ensure that employees earn a living wage, sufficient to ensure employees and their households an adequate livelihood.
- 9.2 The employer must compensate employees in accordance with the principle of equal pay for equal work and work of equal quality.
- 9.3 Piece-work must be reimbursed as previously agreed upon, but may not be less than the minimum daily rate in terms of the National Minimum Wage Act 9 of 2018.
- 9.4 Employees must be provided with written, understandable payment statements on which gross income, all deductions and net income are clearly indicated.
- 9.5 Provision must be made for the payment of UIF and other legal deductions.
- 9.6 Deductions may not be made for protective clothing, or other items essential for the performance of employees' duties.
- 9.7 Deductions for payment in goods may not exceed 25% of the employee's gross income and must be made with the written consent of the employee concerned.
- 9.8 The employer may not provide alcohol as payment, or partial payment, or as payment that may be considered in place of an equivalent portion of the salary or wage.

10. WORK MUST BE PROVIDED REGULARLY

- 10.1 Work must be done as far as possible on the basis of a recognised employment relationship, as determined by national legislation and practice.

⁷⁸ Also see Chapter 7

Thirty-Two

General Conduct

1. DRESS CODE

Employees are expected to be dressed in a proper and practical manner during office hours as can reasonably be expected of professional staff, unless working conditions dictate otherwise.

Personal grooming is to be done daily and should conform to the required standards of office attire and/or uniforms.

Personal protective clothing and equipment must be worn when and where required, as required by Health and Safety regulations.

2. FAREWELL/RETIREMENT GIFTS

2.1 No official farewell presents are given to employees who resign or retire. Colleagues are allowed to raise funds in order to give a gift to the person who resigned.

2.2 Formal farewell events are held according to the discretion of Management. Farewell can be held during informal events (for example, tea time).

3. PRIVATE WORK

No employee may perform any private work for compensation during and/or after hours unless written approval has been granted by the Management. Disciplinary action can be taken against any employee who performs private work without prior permission.

4. COLLECTIONS AND LITERATURE

An employee may not without prior written permission of the employer undertake any collections, fundraising or donations activities; distribute any non-work-related literature or display notices on notice boards; sell any articles; or borrow and lend any money on the premises of the employer.

5. FIREARMS AND DANGEROUS OBJECTS

5.1 Employees may not carry any firearms or any other dangerous objects or bring these onto the premises without prior permission from the Committee.

5.2 Should any employee have any firearms or dangerous objects in his/her possession, these must be declared and an arrangement must be made with a Manager for these objects to be stored in a safe place.

6. MEDIA CONTACT AND PROVISION OF INFORMATION

- 6.1 Only the Rector, Heads of Department and authorised personnel members may make press releases and provide information with regard to the employer to external persons.
- 6.2 Any media enquiries must be referred to the Rector or to a person nominated by the Rector.
- 6.3 All Employer Information is considered confidential.

7. SMOKING POLICY

- 7.1 This policy was developed in terms of The Tobacco Products Control Act (No. 83 of 1993), The Tobacco Products Control Amendment Act (2000), The Occupational Health and Safety Act (No. 85 of 1993) and the Smoking Act (No. 21775 of 2002).
- 7.2 In terms of the provisions of the Smoking Act (No 21775 of 24 November 2002) the workplace / all college buildings are regarded as smoke free areas.
- 7.3 For the purposes of this smoking policy, "smoking" refers to both the use of tobacco products as well as electronic cigarettes.
- 7.4 For the purpose of this policy, "workplace" refers to any indoor or enclosed or partially enclosed area where employees perform duties of their employment. It includes any corridor, lobby, stairwell, elevator, cafeteria, washroom and any other common area frequented by employees during the course of their employment. Partially enclosed areas such as covered patios, verandas, balconies, walk-ways and enclosed or partially enclosed parking areas that form part of any public place are also defined as part of the workplace.
- 7.5 Staff members may not smoke:
 - in employer vehicles;
 - in areas designated as "non-smoking areas";
 - in common / shared areas (reception areas, office building, kitchen, control rooms, mess and tea rooms, toilets and rest rooms, stairwells, passages, lobbies, meeting rooms, open work areas etc.);
 - when handling any flammable substances (aerosols or volatile substances) or when in the vicinity of any such flammable substances, whether it is inside or outside a building; and
 - in areas as determined by the Health and Safety Legislation
- 7.6 The host should inform visitors of Hugonote Kollege's smoking policy.
- 7.7 Smokers may only smoke in designated smoking areas outside of the building (demarcated with signboards).
- 7.8 Receptacles are located in designated smoking areas for cigarette butts, matches, empty packets etc.
- 7.9 Smokers are requested to use official hours productively. Lunch times and allocated tea times should be used for smoke breaks.
- 7.10 If employees do not comply with the smoking policy, disciplinary steps will be taken against them.
- 7.11 Management is responsible for the implementation of this policy in the areas under their control. Managers must ensure that their sub-ordinates are fully briefed on this policy, that grievances regarding smoking are addressed promptly, and that breaches of the policy are properly corrected.

- 7.12 Managers should consult with the occupational hygiene, safety and fire departments regarding the designation of smoking areas.
- 7.13 Employees who are smokers are responsible for ensuring that designated smoking areas are kept clean and tidy (e.g. ashtrays regularly emptied, floors are kept free from cigarette butts, etc.), and that smoke extraction devices are in proper working condition.
- 7.14 The person responsible for HRM is responsible to advise prospective employees of this policy intent, and to ensure clear understanding of this policy during the induction of new employees.

8. TELEPHONE, CELL PHONE, FAX AND PHOTOCOPIER FACILITIES

- 8.1 The telephone, photocopier and fax facilities are intended for official use only.
- 8.2 Only urgent, local private calls may be received / made. Approval must be obtained from the Manager in advance.
- 8.3 The receiving and making of private phone calls during working hours must be restricted to the minimum.
- 8.4 The employer reserves the right to recoup the costs associated with the private use of the employees.
- 8.5 Photocopy work done for personal purposes must be signed (prescribed form) and paid by the employee.

9. PROPERTY OF THE EMPLOYER/EMPLOYEE

9.1 Unauthorised Possession and Use

- 9.1.1 Theft and unauthorised possession or use of the Employer's property or the property of colleagues, are strictly prohibited.
- 9.1.2 Any incidents in this regard must immediately be reported to the relevant Manager.
- 9.1.3 The employer does not accept responsibility for any personal losses.

9.2 Property of the Employer

- 9.2.1 No employees may abuse and/or damage employer property. Employees guilty of such offences may be subjected to a disciplinary hearing.
- 9.2.2 Employees shall be held responsible for the replacement or repair costs of equipment / tools / machinery, etc. that are lost or damaged due to negligence or incorrect use.
- 9.2.3 No employer property may be removed from the premises of the employer, except if it is essential for conducting official duties. The employee concerned is responsible for making arrangements for the safekeeping and prevention of damage to equipment and/or property.

9.3 Property of the Employee

- 9.3.1 Any damage to or loss of personal effects should be reported to the relevant Manager.
- 9.3.2 The employer accepts no liability for any damage to or loss of any personal effects brought onto the premises of the employer.

10. MARKETING, ENTERTAINMENT AND GIFTS TO CLIENTS

- 10.1 Provision is made in Hugenote Kollege budget for marketing, entertainment and corporate gifts.
- 10.2 Hugenote Kollege is strongly opposed to the bribing of any persons or institutions. Employees are expected to maintain good business etiquette and to treat all individuals with whom business is done in a friendly, professional and courteous manner and to treat them according to generally accepted norms.
- 10.3 The cost of entertaining clients and suppliers should be kept within the approved budget.
- 10.4 No employee or any member of their families should accept excessive gifts, gratuities or favours of any kind from any person or entity doing business or seeking to do business with the employer.
- 10.5 Excessive gifts, gratuities of favours include cash gratuities, lavish non-cash gifts, entertainment other than normally accepted business lunches or dinners, and significant discounts or loans not otherwise available to the employee.
- 10.6 Where travel offers of a business nature are accepted, such acceptance will be subject to the prior approval of the Rector.
- 10.7 The receiving of gifts or a favour of nominal value on gift giving occasions or for promotional use or business entertainment is permitted, subject to the appropriate declaration being made.
- 10.8 Acceptance of the following should not be considered contrary to this policy:
- Advertising material of no intrinsic value which is intended for use in an office, and/or in the interest of fostering good relations between Hugenote Kollege and suppliers;
 - Occasional business entertainment such as lunches, cocktail parties or dinners; and
 - Occasional personal hospitality such as tickets to local sporting events or theatres provided that the cost of transport and any accommodation is borne by the recipient.
- 10.9 Employees who attempt to extract favours from suppliers will be guilty of serious misconduct and will be disciplined accordingly, which may lead to the dismissal.
- 10.10 No employee shall pay, or cause to pay, or promise to pay, directly or indirectly, on behalf of the employer or with employer funds, any money or article of value to any person who can directly or indirectly influence any decision concerning any business transaction with the employer, or commit such deed in contravention of any law.

Protection of Personal Information (POPI)

1. SCOPE

The Protection of Personal Information (POPI) Policy is developed in compliance with the Protection of Personal Information Act of 2013 (hereafter referred to as “The Act”), Government Gazette No. 37067 (published on 26 November 2013)⁷⁹, the Promotion of Access to Information Act (No. 2 of 2000), Government Gazette No. 20852 (published on 03 February 2000)⁸⁰ and the Regulations relating to the Protection of Personal Information, 2018⁸¹.

The POPI policy is applicable in the following instances:

- If the employer processes personal information at any point and for any given reason; or
- If personal information is entered into a record or filing system; or
- If the processing of personal information is done by a responsible party; or
- If the responsible party is domiciled in South Africa; or
- If the responsible party is not domiciled in South Africa but makes use of an automated or non-automated means of processing information in South Africa.

The POPI policy applies to all personal information processed by the organisation, and it forms an inherent part of the organisation’s Personnel Policy.

The Information Officer and each Department Head are responsible for ensuring that their department is POPI-compliant in terms of their specific departmental functions and processes.

This policy therefore applies to all employees who are employed by the employer, applicants for employment and any other person, public body or private body who may engage and interact with the employer and/or employees of the organisation for both business and private reasons.

2. DEFINITIONS AND ABBREVIATIONS

2.1 Consent

Any voluntary, specific and informed expression of will in terms of which permission is given for the processing of personal information.

2.2 Data Subject

The person to whom personal information relates, i.e. employee, applicant for employment.

2.3 Filing System

Any structured set of personal information, whether centralised, decentralised or dispersed on a functional or geographic basis, which is accessible according to specific criteria.

⁷⁹ https://www.gov.za/sites/default/files/gcis_document/201409/3706726-11act4of2013protectionofpersonalinforcorrect.pdf

⁸⁰ https://www.gov.za/sites/default/files/gcis_document/201409/a2-000.pdf

⁸¹ <https://www.justice.gov.za/inforeg/docs/20181214-gg42110-rg10897-gon1383-POPIregister.pdf>

2.4 Operator

A person who processes personal information for a responsible party in terms of a contract or mandate, without coming under the direct authority of that party, i.e. HR Consultants, outsourced payroll companies, recruitment agencies.

2.5 Person

Any natural person (a human being who acts and conducts business in their own name) or a juristic person (a no-human legal entity, such as a corporation or organisation, that is recognised by legislation as being entitled to rights and duties).

2.6 Personal Information

Information relating to an identifiable, living, natural person, and where it is applicable, an identifiable, existing juristic person, including but not limited to:

- The race, gender, sex, pregnancy, marital status, national, ethnic or social origin, colour, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language and birth of the person;
- The education or the medical, financial, criminal or employment history of the person;
- Any identifying number, symbol, e-mail address, physical address, telephone number, location information, online identifier or other particular assignment to the person;
- The biometric information of the person;
- The personal opinions, views or preferences of the person;
- Correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence;
- The views or opinions of another individual about the person; and
- The name of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about the person.

2.7 Private Body

Means:

- A natural person who carries or has carried on any trade, business or profession, but only in such capacity;
- A partnership which carries or has carried on any trade, business or profession; or
- Any former or existing juristic person, but excludes a public body.

2.8 Processing

Any operation or activity or any set of operations, whether or not by automatic means, concerning personal information, including:

- The collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation or use;
- Dissemination by means of transmission, distribution or making available in any other form; or
- Merging, linking, as well as restriction, degradation, erasure or destruction of information.

2.9 Public Body

Means:

- Any department of state or administration in the national or provincial sphere of government or any municipality in the local sphere of government; or
- Any other functionary or institution when;
 - Exercising a power or performing a duty in terms of the Constitution or a provincial constitution;
 - Exercising a public power or performing a public function in terms of any legislation.

2.10 Record

Any recorded information:

- Regardless of form or medium, including the following;
 - Writing on any material;
 - Information produced, recorded or stored by means of any tape-recorder, computer equipment, whether hardware or software or both, or other device, and any material subsequently derived from information so produced, recorded or stored;
 - Label, marking or other writing that identifies or describes anything of which it forms part, or to which it is attached by any means;
 - Book, map, plan, graph or drawing;
 - Photograph, film, negative, tape or other device in which one or more visual images are embodied so as to be capable, with or without the aid of some other equipment, of being reproduced;
- In the possession or under the control of a responsible party;
- Whether or not it was created by the responsible party; and
- Regardless of when it came into existence.

2.11 Responsible Party

A public or private body or any other person which, alone or in conjunction with others, determines the purpose of and means for processing personal information.

Employees whose Key Performance Areas (KPA's) require them to process personal information, and managers processing personal information related to employees in their department are deemed to be internal responsible parties.

The following are regarded as responsible parties for the employer:

- Rector;
- Board of Directors;
- Responsible Senior Manager (relevant to employees in their department);
- Financial Manager (and their Financial Assistant);
- HR Department;
- Academic staff;
- Payroll Company; and
- Admin Assistant / Secretary.

3. PURPOSE

3.1 The objective of this policy is to:

- 3.1.1 state the employer's policies and procedures in complying with The Act in terms of the data, personal information and records it holds about data subjects;
- 3.1.2 ensure that data subjects are informed regarding their right to privacy, the employer's right to access personal information, and the processing, storage, distribution and destruction of personal information;
- 3.1.3 maintain and comply with all relevant legislation and codes of good practice while conducting business-related activities before, during and after working hours; while using private and shared office spaces in the building; while liaising with clients, contractors, service providers and customers, and while interacting with employees and applicants for employment;
- 3.1.4 provide guidelines on prior authorisation, the flow of personal information, the instances when, manner in which, type of and frequency at which personal information may be accessed;
- 3.1.5 protect Hugenote Kollege's employees from the misuse and abuse of personal information;
- 3.1.6 protect the employer from the consequences resulting from a breach of this policy and The Act; and
- 3.1.7 address and minimise the following risks:
 - breach of confidentiality;
 - breach of physical security of records and security of IT;
 - unauthorised access to personal information;
 - failure to obtain consent from the data subject in terms of processing personal information;
 - using personal information for reasons other than its initial purpose;

4. RESPONSIBILITY

Implementation of this policy is the responsibility of the Information Officer (Rector), all Deputy Information Officers, all Directors, Managers and Supervisors. The Information Officer is responsible for ensuring that all Directors, Managers, Supervisors and employees with access to or who process personal information are trained on and understand the procedures described in the policy, as well ensuring that all personnel adhere to the policy at all times.

The employer will:

- maintain and comply with all relevant legislation and codes of good practice while conducting business-related activities before, during and after working hours; while using private and shared office spaces in the building; while liaising with clients, contractors, service providers and customers, and while interacting with employees and applicants for employment;
- respect the rights of individuals at all times;
- maintain confidentiality and consistency with all processes;

- perform its business activities in a manner that does not endanger or bring harm to the personal safety of employees, clients, contractors, service providers, customers, or any other natural or juristic person with whom the organisation engages;
- address legitimate concerns of data subjects regarding the manner in which their personal information may be processed;
- maintain transparency relating to the processing of the personal information of data subjects; and
- provide training and support to employees of the employer who are expected to process personal information.

5. CONSENT

- 5.1 Personal information will be processed in accordance with the eight (8) conditions for the lawful processing of personal information (Section 7 of this policy), specifically taking into consideration Section 11 and 18 of The Act⁸².
- 5.2 In accordance with Section 11 of The Act, personal information can only be processed if:
- (a) the data subject or a competent person where the data subject is a child, consents to the processing;
 - (b) processing is necessary to carry out actions for the conclusion or performance of a contract to which the data subject is party;
 - (c) processing complies with an obligation imposed by law on the responsible party;
 - (d) processing protects a legitimate interest of the data subject;
 - (e) processing is necessary for the proper performance of a public law duty by a public body; or
 - (f) processing is necessary for pursuing the legitimate interests of the responsible party or of a third party to whom the information is supplied.
- 5.3 It is therefore not unlawful to process personal information where the Responsible Party does not consent in terms of Section 11(1(a)) but any of the other factual conditions listed in Section 11(1(b-f)) are present.
- 5.4 Consent from the data subject for the processing of personal information in line with its initial purpose is only required once.
- 5.5 Should the responsible party intend to process the personal information of the data subject for reasons other than its initial purpose (new purpose), the responsible party will have to request consent to process said information again, unless the Responsible Party can show that the further processing of the information is necessary to comply with legislative requirements and is compatible with the initial purpose. In this case, Section 15 (2-3) of The Act will be applicable.
- 5.6 By signing contracts of employment, personnel hereby consent to the employer collecting, collating, processing, storing and destroying their personal information for the following purposes (including but not limited to):
- Talent Management;
 - Recruitment and selection;

⁸² POPI Act: Chapter 3, Part A, Section 11

- HR management (development and implementation of policies, procedures, contracts of employment, job descriptions);
- Onboarding and induction training;
- Organisational development;
- Training and development;
- Daily employee management;
- Medical testing;
- Staff benefits (group insurance, pension fund, provident fund, medical aid);
- Matters related to labour relations (internal disciplinary procedures, drug, alcohol and polygraph test results, CCMA hearings / Bargaining Council / Labour Court);
- In compliance with legislation (Employment Equity reporting, Skills Development reporting);
- Performance and remuneration management (performance reviews, job grading, merit appraisals, wage negotiation);
- Payroll processing;
- Trade union membership;
- Collective bargaining
- Coaching, counselling and mentoring;
- Audit & Accreditation purposes and
- Psychometric assessment.

- 5.7 If the employer intends to process information outside of South Africa for any reason regardless of its purpose (i.e. send information to a parent company), the Responsible Party will be required to comply with the Chapter 9, Section 72 of The Act.
- 5.8 In terms of Section 26 of the Act⁸³, a responsible party may not process personal information concerning:
- (a) the religious or philosophical beliefs, race or ethnic origin, trade union membership, political persuasion, health or sex life or biometric information of a data subject; or
 - (b) the criminal behaviour of a data subject to the extent that such information relates to –
 - (i) the alleged commission by the data subject of any offence; or
 - (ii) any proceedings in respect of any offence allegedly committed by a data subject or the disposal of such proceedings.
- 5.9 In accordance with Section 27 of The Act⁸⁴, the prohibition on processing personal information, as referred to in section 26 of The Act and clause 5.8 above, does not apply if the –
- (a) processing is carried out with the consent of the data subject;
 - (b) processing is necessary for the establishment, exercise or defence of a right or obligation in law;
 - (c) processing is necessary to comply with an obligation of international public law;

⁸³ POPI Act: Chapter 3, Part B, Section 26

⁸⁴ POPI Act: Chapter 3, Part B, Section 27

- (d) processing is for historical, statistical or research purposes to the extent that –
 - (i) The purpose serves a public interest and the processing is necessary for the purpose concerned; or
 - (ii) It appears to be impossible or would involve disproportionate effort to ask for consent;
 and sufficient guarantees are provided for to ensure that the processing does not adversely affect the individual privacy of the data subject to a disproportionate extent;
 - (e) information has deliberately been made public by the data subject; or
 - (f) provisions of Sections 28 – 33 of The Act⁸⁵ are, as the case may be, complied with.
- 5.10 Notwithstanding Section 26 of The Act, it is not unlawful to process special personal information relating to the data subject's **religious or philosophical beliefs** if the processing is carried out by spiritual or religious organisations (or independent sections of those organisations) if the information concerns data subjects belonging to the organisation or it is necessary to achieve the organisation's aims and principles.
- 5.11 The prohibition on processing personal information concerning a data subject's **race or ethnic origin**, as stipulated in Section 26 of The Act, is not applicable if the processing is carried out to identify data subjects (only when this is essential for the specific purpose) and comply with laws and other measures designed to protect or advance persons or categories of persons, disadvantaged by unfair discrimination.
- 5.12 Processing personal information related to the data subject's **trade union membership** is permitted only if said information is processed by the trade union to which the data subject belongs or the trade union federation to which the trade union belongs, provided that processing is necessary to achieve the aims of the trade union or trade union federation.
- 5.13 The prohibition of processing personal information concerning a data subject's **political persuasion**, as stipulated in Section 26 of The Act, is not applicable if the processing of personal information of its members or employees or other persons belonging to the institution is conducted by or for an institution, founded on political principles, if such processing is necessary to achieve the aims or principles of the institution; or if processing said information of the data subject is necessary for the formation of a political party, participation and/engagement in activities by the political party.
- 5.14 The prohibition on processing personal information concerning a data subject's **health or sex life** (as prescribed in Section 26 of The Act) does not apply to the processing by medical professionals, healthcare institutions or facilities, social services, insurance companies, medical schemes, managed healthcare organisations, schools, any public or private body managing the care of a child, administrative bodies and pension funds, provided that the processing of personal information is specific, explicitly defined and is for a lawful purpose related to a function or activity of the responsible party. Processing of such personal information is subject to an obligation of confidentiality by virtue of office, employment, profession or legal provision, or established by a written agreement between the responsible party and the data subject.
- 5.15 Processing personal information related to the data subject's **criminal behaviour or biometric information** is permitted only if the processing is carried out by bodies charged by law with applying criminal law or by responsible parties who have obtained that information in accordance with the law.
- 5.16 In all instances related to processing of special personal information as stipulated in clauses 5.9 to 5.15 above, no personal information may be supplied to third parties without the consent of the data subject.

⁸⁵ POPI Act: Chapter 3, Part B, Section 28 - 33

5.17 **Objection to the processing of personal information**

A data subject who wishes to object to the processing of personal information in terms of Section 11(3) of the Act, must submit the objection to the Information Officer on **Form 1**⁸⁶.

- 5.18 Request for data subject's consent to process personal information for the purposes of direct marketing by means of electronic communication: When the Responsible Party wishes to process personal information of a data subject for the purposes of direct marketing by electronic communication, it will in terms of Section 69(2) of the Act submit a request for written consent to that data subject on **Form 4**⁸⁷.

6. **INFORMATION OFFICER AND DEPUTY INFORMATION OFFICERS**

- 6.1 In accordance with Section 55, B of The Act, this policy hereby provides for the appointment of an Information Officer and Deputy Information Officers. The re-appointment or replacement of the Information Officer and the Deputy Information Officers may be reviewed on an annual basis.
- 6.2 The Information Officer (Rector or any other elected person with authorisation to access and process sensitive and personal information) will perform the duties and responsibilities as required by The Act after both the employer and the Information Officer have been registered with the Information Regulator.
- 6.3 The duties and responsibilities of the Information Officer, as stipulated in Section 55 of The Act⁸⁸ and Regulations relating to the Protection of Personal Information, are as follows:
- (a) the encouragement of compliance, by the body, with the conditions for the lawful processing of personal information;
 - (b) dealing with requests made to the body pursuant to this Act;
 - (c) working with the Regulator in relation to investigations conducted pursuant to Chapter 6 of The Act (Prior Authorisation) in relation to the body;
 - (d) otherwise ensuring compliance by the body with the provisions of The Act;
 - (e) Ensure that a compliance framework is developed, implemented, monitored and maintained;
 - (f) Ensure that a personal information impact assessment is done to ensure that adequate measures and standards exist in order to comply with the conditions of the lawful processing of personal information;
 - (g) Ensure that a PAIA manual is developed, monitored, maintained and made available as prescribed in sections 14 and 51 of the Promotion of Access to Information Act, 2000 (Act No. 2 of 2000);
 - (h) Ensure that internal measures are developed together with adequate systems to process requests for information or access thereto;
 - (i) Ensure that internal awareness sessions are conducted regarding the provisions of the Act, regulations made in terms of the Act, codes of conduct or information obtained from the Regulator and
 - (j) as may be prescribed.

⁸⁶ Form 1: Objection to the processing of personal information

⁸⁷ Form 4: Application for the consent of a data subject for the processing of personal information for the purpose of direct marketing

⁸⁸ POPI Act: Chapter 5, Part B, Section 55

- 6.4 Notwithstanding the duties and responsibilities of the Information Officer as provided for in Section 55 of The Act, the Information Officer is responsible for the development, publication, dissemination, training, and maintenance of a POPI policy which addresses the following subject matter:
- (a) periodically reviewing and updating the POPI Policy;
 - (b) conducting / ensuring that POPI policy training takes place for all employees who are responsible for processing personal information;
 - (c) communicating POPI policy amendments with all relevant parties;
 - (d) developing and publishing privacy notices for both internal and external purposes;
 - (e) managing data subjects' special requests regarding accessing their personal information;
 - (f) approving and managing contracts with data operators who process personal information on behalf of the employer;
 - (g) implementing sufficient and appropriate control measures to ensure that the quality of information is maintained, and information that is received and accessed is adequate and complete;
 - (h) putting appropriate security measures in place to safeguard the personal information and records that are part of the employer's filing system as well as that which traverses the employer's internal and external networks, programmes and IT software;
 - (i) implementing measures to address breaches in confidentiality and the security of physical records and the employer's IT resources; and
 - (j) managing and maintaining a good working relationship with the Information Regulator.
- 6.5 As stipulated in clause 6.4 (b) of this policy, the Information Officer is responsible for conducting training with all personnel of the organisation who may be required to process personal information in an effort to ensure that all employees and the organisation are compliant and maintain consistency in the application of policies and procedures.
- 6.6 As provided for in Section 56 of The Act and in terms of Section 17 of the Promotion of Access to Information Act (2000), each public and private body must make provision for the designation of Deputy Information Officers to perform the duties and responsibilities as set out in Section 55 of The Act.
- 6.7 The Information Officer is responsible for providing induction training, constant awareness training and providing direction and guidance to the Deputy Information Officers of the organisation.

7. EIGHT (8) CONDITIONS FOR THE LAWFUL PROCESSING OF PERSONAL INFORMATION

The scope of these provisions of the POPI Policy is defined by Chapter 2, Part A of The Act.

7.1 Condition 1: Accountability⁸⁹

- 7.1.1 The employer, as the Responsible Party, will ensure that all employees who are responsible for accessing and processing of personal information at any given time and for any reason strictly comply with the conditions set out in Chapter 3 of The Act as well as all of the measures that give effect to the establishment of those conditions at all times.
- 7.1.2 The Information Officer and Deputy Information Officers of the employer will continuously monitor the implementation of the POPI Policy.

7.2 Condition 2: Processing Limitation⁹⁰

- 7.2.1 The employer will ensure that all personal information is collected and processed lawfully and in a reasonable manner, so as to not infringe on the data subject's right to privacy.
- 7.2.2 The employer will also ensure that personal information is only processed if it is adequate, relevant and not excessive in relation to its intended initial purpose.
- 7.2.3 Personal information will only be processed after receiving consent from the data subject and if the information is obtained directly from the data subject, unless the information is made public by the data subject, is a public record, is necessary for compliance with legislative requirements, such as the reporting of Employment Equity or if the data subject has consented to the collection of the information from another source.
- 7.2.4 Personal information will only be processed if it is necessary to fulfil a specific purpose, such as filling a vacancy in the organisation, completion of an employment contract; maintaining personnel files and records in compliance with legislation, and if it protects the legitimate interests of the data subject.

7.3 Condition 3: Purpose Specification⁹¹

- 7.3.1 Personal information will only be collected for a specific, explicitly defined and lawful purpose, such as those mentioned in 7.2.4 above.
- 7.3.2 Personal information of employees (personal particular forms, contracts of employment, attendance register, leave register, timesheets / clock-in cards, remuneration information, disciplinary records) will be retained for a period of three years after termination of employment for any given reason as stipulated in the Basic Conditions of Employment Act⁹².
- 7.3.3 Notwithstanding clause 7.3.2 above, the employer may retain personal information and records for periods in excess of those stipulated by legislation for the purpose of historical, statistical and/or research purposes. The responsible party will ensure that adequate and appropriate control measures are in place to safeguard against confidentiality breaches or the records being used for any other purpose.
- 7.3.4 Subject to clause 7.3.2 and 7.3.3 above, the employer will destroy, delete or de-identify all personal information as soon as reasonably practicable after the end of the legislated retention period or after the employer is no longer authorised to retain such information.

⁸⁹ POPI Act: Chapter 3, Part A, Section 8

⁹⁰ POPI Act: Chapter 3, Part A, Section 9 – 12

⁹¹ POPI Act: Chapter 3, Part A, Section 13 - 14

⁹² Basic Conditions of Employment Act, Section 31

7.4 Condition 4: Further Processing Limitation⁹³

- 7.4.1 Personal information will only be processed further than its initial purpose if the further processing of such information is compatible with the initial purpose, if the data subject grants the responsible party consent or if it is in accordance with an exemption granted by the Information Regulator.

7.5 Condition 5: Information Quality⁹⁴

- 7.5.1 Personal information will only be processed by the responsible party if it is complete, accurate, current and not misleading.
- 7.5.2 A data subject who wishes to request a correction or deletion of personal information or the destruction or deletion of a record of personal information in terms of Section 24(1) of the Act, must submit a request to the Information Officer on **Form 2**⁹⁵.

7.6 Condition 5: Openness⁹⁶

- 7.6.1 The responsible party will ensure that data subjects are reasonably informed of the purpose for collecting personal information, the type of information being collected, the data source (if not from the data subject directly), the name and address of the responsible party, the voluntary/involuntary nature of the provision of information and consequences for the non-provision of said information, legislation requirements, the transferring and protection of said information.

7.7 Condition 7: Security Safeguards⁹⁷

- 7.7.1 The employer will secure the integrity and confidentiality of personal information in its possession or under its control by taking appropriate and reasonable technical and organisational measures to prevent the loss, damage, destruction and unauthorised access and processing of personal information.
- 7.7.2 The employer will ensure that any information processed by an operator or anyone processing personal information on behalf of the responsible party, is done so in accordance with the provisions of this policy and The Act.
- 7.7.3 Any breach or suspected breach in the security of personal information will be reported to the Information Regulator and the data subject as soon as reasonably practicable after the discovery of the breach, while still taking into consideration any legislative requirements.

7.8 Condition 8: Data Subject Participation⁹⁸

- 7.8.1 The responsible party and Information Officer are required to manage the special requests of data subjects pertaining to their access of their own personal information.
- 7.8.2 Data subjects have the right to establish whether personal information is held by the responsible party and request that personal information held by the responsible party be correct or deleted if it is inaccurate, irrelevant, excessive, out of date, incomplete, misleading or has been obtained unlawfully.

⁹³ POPI Act: Chapter 3, Part A, Section 15

⁹⁴ POPI Act: Chapter 3, Part A, Section 16

⁹⁵ Form 2: Request for correction or deletion of personal information or destruction or deletion of record of personal information

⁹⁶ POPI Act: Chapter 3, Part A, Section 17 – 18

⁹⁷ POPI Act: Chapter 3, Part A, Section 19 - 22

⁹⁸ POPI Act: Chapter 3, Part A, Section 23 – 25

8. HR-RELATED PROCESSING OF PERSONAL INFORMATION

The following information and processes are considered personal information in the execution of the HR-Function in the employer.

8.1 Advertising and Recruitment

- 8.1.1 Information contained in or obtained from:
- Curriculum Vitae;
 - Contact information (email addresses, phone numbers);
 - Identity Document / Passport / Work Permit / Visa;
 - Educational qualifications and transcripts;
 - Interview questionnaires and checklists;
 - Psychometric test results; and
 - Criminal and background (social media, credit, reference, qualifications, driver's licence) checks.

8.2 Employee Onboarding, Induction and Training

- 8.2.1 Information contained in or obtained from:
- Contract of employment;
 - Residential address;
 - Contact information (email addresses, phone numbers);
 - Next of kin's contact information (email addresses, phone numbers);
 - Medical aid information;
 - Biometrics;
 - Bank account details;
 - Payslips; and
 - SARS Tax records.

8.3 Daily Employee Management and Union Engagement

- 8.3.1 Information contained in or obtained from:
- Employee's personnel file;
 - Disciplinary records;
 - Leave applications;
 - Medical certificates;
 - Drug and Alcohol test results;
 - Performance reviews;
 - Screening records (COVID-19); and
 - Trade union membership information.⁹⁹

8.4 Termination of Employment

- 8.4.1 Information contained in or obtained from:
- Employee's contract of employment;
 - Arbitration awards;
 - SARS employee records;
 - Occupational Health and Safety incident reports; and
 - Disciplinary records.

⁹⁹ Labour Relations Act; Section 16

- 8.5 The information as listed in clause 8.4 will be retained after termination of employment according to the provisions of clause 7.3 above.

9. SECURITY

- 9.1 The building has outer access control gates, security gates by the door, is monitored 24/7 by an alarm system and building keys, the alarm password and remotes are only issued to authorised personnel who use the building. Key access to the offices of the organisation is strictly controlled and limited to employees of the organisation. A register of keys issued is also maintained by the organisation.
- 9.2 All hard copies of records and personal information stored on the college's premises will be reasonably physically safeguarded at all times. The storage facilities containing personal information and records are protected by lock-and-key, access of which is strictly limited to authorised personnel only.
- 9.3 The person in charge of HRM administration will periodically review all records in the employer's storage and filing system and either destroy or de-identify said information.
- 9.4 The employer's networks and IT software are reasonably protected by firewalls and antivirus programmes to prevent a breach in the network. All computers, applications and programmes are password-protected.
- 9.5 Access to personal information and records traversing the employer's networks is strictly controlled.

10. COMPLAINTS TO THE INFORMATION REGULATOR

- 10.1 Any person (data subject or responsible party) who wishes to submit a complaint in terms of Section 74(1 and 2) of the Act, (complaints regarding interference with the protection of personal information or complaints regarding the determination of an adjudicator) must submit such a complaint to the Information Regulator on **Form 5**¹⁰⁰:

¹⁰⁰ Form 5: Complaint regarding interference with the Protection of Personal Information/Determination of an adjudicator

Thirty-Four

Remote Working

1. EMPLOYEES WHO MAY WORK REMOTELY

- 1.1 An employee may be given authorisation by management to work remotely if the employee's duties and responsibilities (or a portion thereof) are of such a nature that it can be performed remotely.
- 1.2 Authorisation to work remotely may be revoked at any time. The employer reserves the right to terminate the remote work arrangement at any time. Failure to comply with this instruction may result in disciplinary action and/or termination of the employee's services.

2. DUTIES AND RESPONSIBILITIES

- 2.1 Employees working remotely confirm that they have a safe, quiet and distraction free working space as well as internet connection (and data) that is adequate for their job.
- 2.2 Employees must dedicate their full attention to their job during working hours.
- 2.3 Employees will be expected to report to the work premises for all classes, meetings and when so required by the employer.
- 2.4 Employees working remotely must be available by phone and email during core working hours and be present for all mandatory online staff meetings. Employees are bound by the normal working hours and must be available (online and otherwise) between 07:45 to 16:30 on Monday to Thursdays and 07:45 to 15:00 on Fridays.
- 2.5 Correspondence received from the employer / colleagues / students or any other work-related correspondence must be answered within a reasonable amount of time.
- 2.6 The employee must be accessible telephonically during working hours.
- 2.7 Employees working remotely are bound to the employer's policies as contained in this personnel policy.
- 2.8 Should it become apparent that an employee is taking advantage of working remotely in that he/she is not online or/and accessible during working hours or does not adhere to his/her everyday responsibilities, disciplinary steps will be taken against the employee.
- 2.9 Employees are responsible for keeping documents, sensitive business data and other work-related materials confidential and secure in the home office location. Employees must comply with the guidelines of proper use of information technology as stipulated in this policy.
- 2.10 Management may from time to time submit guidelines to regulate working remotely.
- 2.11 Employees must follow procedures to report in terms of work done from home.

COVID-19 Control and Response

1. SCOPE

- 1.1 In compliance with the Occupational Health and Safety Act (No. 85 of 1993)¹⁰¹ and Government Notice published on 28 September 2020 (Consolidated Directions on Occupational Health and Safety Measures in certain workplaces)¹⁰², this policy applies to all employees¹⁰³ who are employed by Hugonote Kollege. Some sections also apply to clients/students/ visitors to the employer's premises.
- 1.2 The policy remains in force for as long as the declaration of a national state of disaster remains in force.
- 1.3 This policy is subject to change in accordance with new relevant information. Such changes will be communicated to employees at appropriate times and through appropriate measures.

2. PURPOSE

- 2.1 The objective of this policy is to:
 - 2.1.1 state the employer's policies and procedures in controlling and responding to the spread of COVID-19;
 - 2.1.2 ensure that employees are informed regarding possible steps that may be taken in the event of an employee becoming infected with the infectious and contagious disease;
 - 2.1.3 control and mitigate the risk of infection while conducting business-related activities before, during and after working hours; while using private and shared office spaces in the building; while liaising with clients during in-person consultations and while interacting with co-workers;
 - 2.1.4 provide Management with guidelines to deal with such situations effectively; and
 - 2.1.5 ensure a safe working environment for all persons.

3. RESPONSIBILITY

Implementation of this policy is the responsibility of all Managers, as is the continued dissemination of information about the infectious and contagious disease to all employees. All Managers are responsible for ensuring that all employees are trained on and understand the procedures described in the policy, as well ensuring that all employees adhere to the policy at all times.

¹⁰¹ Occupational Health and Safety Act (No. 85 of 1993)

¹⁰² Government Notice (published on 28 September 2020): Consolidated Directions on Occupational Health & Safety Measures in certain workplaces
http://www.labour.gov.za/DocumentCenter/Regulations%20and%20Notices/Regulations/Occupational%20Health%20and%20Safety/OHS%20workplace%20Directive_%2028%20Sept%202020.pdf

¹⁰³ The Government Notice specifically refers to the distinction between "worker" and "employee". "Worker" is defined as any person who works in an employer's workplace including an employee of the employer, contractor, a self-employed person or volunteer. Many of the regulations is extended to "workers".

It is however, the responsibility of employees to take appropriate action on being informed about infectious and contagious diseases, to protect themselves and their families and to seek counselling in case of uncertainty. Employees are also responsible for ensuring that they adhere to the procedures described in the policy strictly, report all illnesses in a timeous manner and do not report for work if ill or if they demonstrate symptoms of COVID-19.

4. WORKPLACE PLAN

If the employer's workplace has been closed or partially closed for a period of time for reasons related to COVID-19, a plan needs to be in place for when work resumes and/or when employees return to the workplace that takes account of health and safety.

The following measures will apply:

- The COVID-19 risk assessment¹⁰⁴ (identification of possible risks & hazards, analysis of nature of risk and steps to eliminate or control the risk) will be conducted before the workplace opens in order to get the workplace COVID-19 ready, and updated on a monthly basis and/or when a positive case of COVID-19 is confirmed.
- As part of the risk assessment, employees will be required to complete a risk assessment form¹⁰⁵ in order to determine if employees have any health issues and/or comorbidities, and whether employees are above the age of 60 years.
- Daily risk assessments will also take place, where an H&S representative will complete the daily risk assessment form. Such daily risk assessment forms will be handed to the Compliance Officer on a weekly basis. Any deviations will be communicated immediately to the Compliance Officer in order to take corrective action.
- Special attention is paid to vulnerable employees who are at high risk¹⁰⁶, including older people (above the age of 60 years), pregnant employees, those with disclosed health issues or comorbidities or any other condition that may place the employee at a higher risk of complications or death than other employees if infected with COVID-19 (including but not limited to hypertension, lung or heart problems, diabetes, or employees who are undergoing cancer treatment or some other immunosuppression). Special arrangement will be made regarding such employees.
- A Compliance Officer¹⁰⁷ will be appointed to address concerns and ensure adherence to this policy and procedures.
- Adaptations to the layout of the workplace will be made. The organisation of work will physically promote social distancing measures and reduce COVID-19 transmission before resuming work fully and before employees return to the workplace.
- The employer will arrange the workplace to ensure that there is minimal physical contact between the employees and that a minimum of 1.5 meters is maintained between employees while they work.
- If it is not possible to arrange work stations to be spaced out at least 1.5 meters apart, the employer will arrange physical barriers to be placed between work stations to form a solid physical barrier between employees while they work.

¹⁰⁴ COVID-19 Risk Assessment

¹⁰⁵ Employee Risk Assessment Form

¹⁰⁶ Consent to work & Disclaimer: High Risk Employees

¹⁰⁷ Warrant & Appointment Letter of Compliance Officer

- The employer will ensure that social distancing measures are implemented through supervision, both in the workplace and in the common areas outside the immediate workplace.
- Employees will be trained on this policy and relevant procedures.
- Information to raise awareness of COVID-19 (dangers of the virus, manner of its transmission, measures to prevent transmission such as personal hygiene, social distancing, use of masks, cough etiquette and where to go for screening or testing if presenting with COVID-19 related symptoms), will be made available in the form of notices which will be placed in conspicuous places in the workplace.

5. PROCEDURES REGARDING SUSPECTED & CONFIRMED CASES

5.1 Screening of employees on the employer's premises

The following measures have been put in place to screen symptoms of COVID-19:

- 5.1.1 All employees will be screened¹⁰⁸ for observable symptoms associated with COVID-19 as follow:
- They will be required to complete a daily screening form¹⁰⁹ indicating main symptoms (cough, sore throat, shortness of breath / difficulty breathing or loss of smell / taste) and additional symptoms (fever, body aches, redness of eyes, nausea, vomiting, diarrhoea, fatigue, weakness or tiredness) they may be experiencing.
 - Such daily screening forms will be signed off by the Compliance Officer on a weekly basis.
- 5.1.2 If an employee presents symptoms associated with COVID-19, they will not be permitted to enter the workplace.
- 5.1.3 Employees will be required to inform their Managers immediately if any symptoms associated with COVID-19 develop during the course of the working day.

5.2 Suspected Infections

The following measures have been put in place in the event of an employee showing symptoms of COVID-19:

- 5.2.1 If an employee feels sick or have symptoms associated with COVID-19 before the work day starts, they should do the following:
- Notify the employer immediately.
 - Do not come to work.
 - Take sick leave if needed.

¹⁰⁸ In accordance with the Guidelines for Symptom monitoring and management of employees for SARS-CoV-2 infection: https://www.nicd.ac.za/wp-content/uploads/2020/08/V5-Guidelines-for-symptom-monitoring-and-management-of-workers-for-COVID_19_19aug20.pdf

¹⁰⁹ Employee screening form

- 5.2.2 Should an employee show symptom(s) of COVID-19 whilst at work:
- The employer will send the employee home immediately.
 - The employer will assess the risk of transmission, isolate and disinfect the area and the employee's work station.
 - Other employees who may be at risk of infection (based on contact with the symptomatic employee) will be referred for screening.
 - The employer will ensure that the employee is referred for testing / quarantine.
- 5.2.3 Employees showing symptoms of COVID-19 will be required to remain at home until they have been cleared by a registered medical professional or have been in 10 days compulsory quarantine.

The following measures are applicable should an employee have been exposed to a COVID-19 infected person (in the workplace or elsewhere):

- 5.2.4 Employees should report that they have been in contact with someone who has tested positive for COVID-19 as soon as possible to their Director / Manager / Supervisor.
- 5.2.5 The employer will assess the employees' exposure in accordance with the Department of Health's guidelines¹¹⁰ to ascertain whether the exposure carries a high or low risk of transmission between the individuals concerned.
- 5.2.6 If there is a low exposure the employer-
- a) may permit the employee to continue working using a cloth mask complying with the standard precautions
 - b) Must monitor the employee's symptoms for 10 days from the first contact.
- 5.2.7 If there is a high exposure-
- a) the employee must remain in quarantine for 10 days
 - b) the employee must be placed on sick leave if needed
 - c) if the employee remains asymptomatic, no further testing is required prior to return to work

5.3 Confirmed Infections

The following measures have been put in place in the event of an employee testing positive for COVID-19:

- 5.3.1 The employer will report information about all employees who have tested positive for COVID-19 to the National Institute for Occupational Health¹¹¹ in accordance with the National Department of Health Guidelines.
- 5.3.2 The Compensation Commissioner needs to be informed, in accordance with the Directive on Compensation for Workplace acquired Novel Corona Virus Disease (COVID-19)¹¹², whether the employee acquired COVID-19 at the workplace.

¹¹⁰ Guidelines for symptom monitoring and management of employees for CoV-2 infection and Guidelines: Clinical management of suspected or confirmed COVID-19 disease: <https://www.nicd.ac.za/wp-content/uploads/2020/08/Clinical-management-of-suspected-or-confirmed-COVID-19-V5-24-August-2020.pdf>

¹¹¹ Reports may be made to the OHSworkplace@nioh.ac.za or via the online platform at <http://ohss.nioh.ac.za/>

¹¹² Government Notice 387: 23 July 2020, Government Gazette 43540

- 5.3.3 The employer will also provide administrative support to any contact-tracing measures implemented by the Department of Health.
- 5.3.4 The employer will assess the risk of transmission, isolate any areas which the employee (who showed symptoms and/or tested positive for COVID-19) came into contact with. All countertops, objects, door handles, computers, phones etc. which the employee may have come into contact with MUST be wiped down and disinfected thoroughly before any other person is permitted to enter the area or make use of the objects which the employee may have come into contact with.
- 5.3.5 The employer will investigate the cause including any control failure and review risk assessments to ensure the necessary controls and PPE (Personal Protective Equipment) requirements are in place.
- 5.3.6 The employees' clients, customers, service providers and other employees who may have come into contact with the infected employee will be informed as far as reasonable.
- 5.3.7 The employer will ensure that the employee is not discriminated against on grounds of having tested positive for COVID-19 in terms of Section 6 of the Employment Equity Act.
- 5.3.8 If the employer becomes aware that an employee contracted COVID-19 as a result of occupational exposure, the employer will lodge a claim for compensation in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 (Act No. 130 of 1993) in accordance with Notice 193 published on 03 March 2020.
- 5.3.9 Employees who have tested positive for COVID-19 will be required to remain at home for 10 days compulsory quarantine or until they have undergone a medical evaluation confirming that the employee has been tested negative for COVID-19.

5.4 Sick leave

- 5.4.1 In accordance with Government Gazette No. 43257, if an employee presents with symptoms of COVID-19 or tests positive for COVID-19, the employee will be placed on paid sick leave in terms of Section 22 of the Basic Conditions of Employment Act.
- 5.4.2 If the employee's sick leave entitlement is exhausted, the employee can apply for the illness benefit in terms of clause 4 of the Directive issued on 25 March 2020 on the COVID-19 Temporary Employer Relief Scheme under Regulation 10(8) of the Regulations promulgated in terms of section 27(2) of the Disaster Management Act.

5.5 Returning to work after being sick

- 5.5.1 The employer will only allow an employee back at the workplace-
 - (a) Without requiring viral testing if the employee has completed the compulsory quarantine period of 10 days from the onset of symptoms-
 - i) In mild cases of infection (not requiring hospitalisation for COVID-19) or
 - ii) In moderate to severe cases of infection (requiring supplemental oxygen or hospitalisation) from the data of achieving clinical stability or earlier if the employee has gone a medical evaluation confirming fitness to work.
- 5.5.2 The employer will ensure that personal hygiene, wearing of masks, social distancing and cough etiquette is strictly adhered to by the employee.
- 5.5.3 The employer will closely monitor the employee for symptoms on return to work.

6. SANITISERS, DISINFECTANTS AND PERSONAL PROTECTIVE EQUIPMENT (PPE)

- 6.1 The employer will (free of charge to the employee) ensure that there are sufficient quantities of hand sanitiser (at least 70% alcohol) based on the number of employees or other persons who have access to the workplace. Such sanitiser will be made available at the entrance of and inside the workplace which the workers or other persons are required to use.
- 6.2 The employer will also (free of charge to the employee) ensure that every employee who works away from the workplace, other than at home, will be provided with an adequate supply of hand sanitiser.
- 6.3 If the employee interacts with the public, the employer will provide the worker with sufficient supplies of hand sanitiser at the worker's workstation for both the worker and the persons with whom the worker is interacting.
- 6.4 After washing hands, employees are required to dry their hands using only paper towels which must be disposed of immediately. The use of fabric towelling is prohibited.
- 6.5 The Department of Health requires that all persons wear cloth masks when in a public place. Employees must therefore ensure that they are wearing cloth masks during working hours.
- 6.6 For the reasons underlying the Department of Health's requirement, the employer will:
 - 6.6.1 Provide each of its employees, free of charge, with a minimum of two cloth masks, which comply with the Recommended Guidelines Fabric Face Masks ¹¹³ for the employee to wear while at work and while commuting to and from work;
 - 6.6.2 Require any other worker to wear masks in the workplace.
- 6.7 The employer will ensure that employees are informed, instructed and trained on the correct use of the masks.
- 6.8 The Employer will take measures to ensure that:
 - 6.8.1 Work surfaces and equipment are disinfected before work begins, regularly during the working period and after work ends.
 - 6.8.2 All common areas, toilets and shared objects are regularly cleaned and disinfected.
 - 6.8.3 The biometric system is COVID-19 proof.

7. VISITORS¹¹⁴

- 7.1 Visitors will not be permitted to the premise until they have completed the "COVID-19 Self-Declaration for entry into the workplace (visitors)" form¹¹⁵ at reception, and sanitised their hands.

¹¹³ https://www.nicd.ac.za/wp-content/uploads/2020/04/RSA_Recommended-Guidelines-for-Masks_Summary_FINAL09.04.2020_for_distribution.pdf

¹¹⁴ Including service providers, clients etc.

¹¹⁵ Visitors Declaration form

- 7.2 Visitors showing symptoms of COVID-19 will not be granted access to the premises.
- 7.3 Visitors to the building will not be permitted inside unless they are wearing a protective face mask.
- 7.4 Visitors to the building will be limited to reasons related to conducting work activities only.
- 7.5 No handshakes or other physical contact is allowed between employees or employees and visitors.
- 7.6 Visitors will be required to practice social distancing of at least 1.5 meters away from any employee or other visitors in all circumstances.

8. VENTILATION

- 8.1 The employer will ensure that the workplace is well ventilated by natural or mechanical means to reduce the SARS-CoV-2 viral load.

