

**KHULUMANI SUPPORT GROUP**

**POLICIES AND PROCEDURES**

## **1. CONSTITUTION**

## **2. FINANCE: POLICIES AND PROCEDURES**

### **2.1. Financial Policy And Procedures**

#### **2.1.1. Budgets**

##### **2.1.1.1. Policy**

The responsibility for the development of operational budgets for the project resides with the Director of the organisation, in co-operation with the Board of the organisation.

The Board must undertake budget planning on an annual basis.

The Board must approve all funding proposals and budget requests prior to their being sent to funders.

##### **2.1.1.2. Procedure**

The Director ensures that the following occurs:

- Strategic planning in which the
  - objectives;
  - goals;
  - milestones; and
  - budgets for work planned for the coming financial year, are clearly formulated.

All budgets exceeding the monthly operational budget, have to be submitted to the Board for approval.

#### **2.1.2. Capital Expenditure**

##### **2.1.2.1. Policy**

All capital expenditure is subject to the Board's approval. Capital expenditure requests have to be included within the budgets for the coming financial year. All unforeseen capital expenditure during the course of a financial year, requires prior Board approval.

##### **2.1.2.2. Procedure**

Capital expenditure requirements will be determined when budgets for the forthcoming financial year are being prepared.

All requisitions for capital expenditure must be submitted to the Director. These must be accompanied by:

- Full motivation (i.e. reasons for need of such purchase).
- Three quotations

In all acquisition of services and products, Khulumani Support Group (KSG) is committed to the empowerment and development of small emerging black business and will seek where possible to procure from such firms.

### **2.1.3. Authorisation Of Expenditure**

All expenditure has to be authorized by the Director together with the Treasurer of the Board, or a duly appointed representative.

### **2.1.4. Cars - Hired**

#### **2.1.4.1. Policy**

Vehicles will only be hired for travel related to work where cars are not available and it is an emergency (where trip was not planned but it is imperative).

No car shall be hired for the CBD area and a taxi shall be used for such travel. Hiring of vehicles shall be done by the Administrator on the authorisation of the Director.

All car hire will be of vehicles of class A or lower.

#### **2.1.4.2. Procedure**

In the event of the hiring of a car, where air travel has also been used, the request must be submitted at the same time as the request for air travel.

Where the hire of a car is required, the request together with a motivation must be submitted at least two week's prior to the event to the Administrator and the Director.

Only an authorised order form maybe used in the submission to the Car Hire Company and KHULUMANI SUPPORT GROUP (KSG) will only take responsibility for car hire that has been appropriately authorised.

### **2.1.5. Air Travel**

#### **2.4.1. Policy**

Air travel is only permitted in exceptional circumstances. All travel will be in Economy class.

### **2.1.5.2. Procedure**

In the event of air travel being required, the request must be submitted to the Director for approval at least two weeks prior to the departure date. Only an authorized order form can be submitted and KSG will only pay for authorized air travel.

### **2.1.6. Cars - Privately Owned**

Employees who use their own vehicles for travel on behalf of the organisation must:

- Ensure that their vehicle is roadworthy;
- Ensure that their vehicles carry a minimum of balance of third party insurance; and
- Sign indemnity forms indicating that they do not hold KSG responsible for payment of any damages suffered by them in the course of such travel should such damage or loss be as a result of their own fault or negligence.

KSG will only pay for authorized travel. The travel claims are to be submitted by the end of the month for processing. Any travel claims submitted for two months or more, will not be honored by the organisation.

All travel claims submitted have to be authorized by the Director. Reimbursement will be at the going rates as determined from time to time by KSG

### **2.1.7. Cheque Authorisation**

#### **2.7.1. Policy**

Cheques will only be signed if the expenditure has been authorised and a cheque requisition form has been completed.

Every cheque must be signed by two of the authorised signatories:

- The Director;
- Chairperson; or
- an authorised Board member

A signatory may not both authorise the cheque requisition form and also sign the cheque. However, in exceptional circumstances, the Director can both authorise and sign cheques, but only after all reasonable attempts to get appropriate signatories have been made.

## **2.6.2. Procedure**

Cheques for expenditure will only be signed if the expenditure has been authorised. No cheque is to be signed unless it is accompanied by a cheque requisition that has been approved by the Director and has been prepared in full with details of payee and the amount.

All cheques are to be crossed "Not transferable" and the words "or bearer" must be deleted. The exception will be petty cash cheques, staff salary cheques and project travel cheques. These are the only permissible cash cheques.

After the signing of the cheque requisition and the issuing of the cheque, the supporting documentation must be stamped "paid" and the cheque number and date of payment indicated on the cheque requisition form.

The cheque signatories should reconcile the cheque details with the supporting documentation before signing the cheque. The purpose is to ensure that the payment is valid and has been properly authorised. As evidence of this they should sign and date the cheque requisition.

The Administrator must ensure that supporting documentation is cancelled upon payment. This can be achieved through the cheque signatories initialling the supporting documentation. The purpose is to prevent duplicate payments through a document being submitted twice.

## **2.1.9. External expertise/ technical knowledge**

### **2.2.9.1. Policy**

Consultants may be hired for specific work related to the various KSG projects. The rate per hour for consultants must be determined in advance, taking into cognisance the scale of rates applicable to the non-profit sector. Rates vary from a rate of R 35.00 per hour for a junior researcher (with a tertiary qualification to R 200.00 per hour for a consultant with recognised accounting qualifications.) The brief given to the consultant must be clear and must include details of task, delivery targets, the timeframe and the allocated remuneration. The brief must be approved in advance, by the Director and a contract including details of time frames and delivery targets must be entered into with the consultant.

All work by consultants must be invoiced. This invoice will be treated like any other invoice by KSG and will have to adhere to the conditions applicable to any service provider.

KSG will not honor commitments made with consultants, which have not adhered to the policy. Staff making any unauthorised commitment with a consultant, will themselves be liable for the costs incurred and will face disciplinary action.

### **2.1.11.1 Procedure**

The services of consultants can only be procured if the procurement process has been applied. If applied and the service is approved by the Director, a contract has to be entered into with the consultant.

The contract must indicate:

- The rate per hour for consultants (to be determined by the Director in liaison with the Board); and
- A clear brief (approved by the Director) which includes time frames, delivery targets and reporting requirements.

Copies of contracts and briefs for the consultants must be forwarded to the Administrator for filing and record-keeping purposes. The contract must include all related costs including travel etc.

Supporting documentation, including copies of progress reports, must be submitted when making request for payment. The Director must approve the consultant's invoice prior to authorising payment.

### **2.1.10. Contract/ Casual Workers**

#### **2.1.11.1 Policy**

Persons engaged for a period of one year or less are to be considered as contract workers. The rate for contract workers shall not be above the rate paid for equivalent job grades and will be determined by the Director in liaison with the Board. Timesheets have to be completed by the contract worker and these have to be submitted to the Director for approval in order for payment to be made.

The contracts entered into with contract staff, must indicate the conditions of service, the time frames involved and the key performance areas. Contract workers will not be entitled to any benefits, such as retirement annuity, medical aid, etc, that may accrue to permanent staff. All contracts require authorisation by the Director after approval by the Board.

Any commitment made by a staff member, without prior to authorization as specified, will mean that KSG may not honour the commitment. The organisation reserves the right to recover the money from the staff member concerned or to take appropriate disciplinary action.

Persons engaged for short periods or part-time staff are to be considered as casual workers. As with contract workers, the rate of remuneration will be determined by the Director in liaison with the Board. Timesheets have to be completed by casual workers and these have to be approved by the Director before payment can be made.

The contracts entered into with casual staff, must indicate the conditions of service, the time frames involved and the expected key performance areas. All

contracts require the authorisation of the Director after discussion with the Board.

#### **2.1.10.2 Procedure**

Authorisation for the procurement of the services of contract or casual staff can only take place with the written approval of the Director after liaising with the Board.

The Director and Project leaders are responsible for the supervision of Contract and Casual Workers.

Copies of the contracts entered into must be kept on file by the Administrator for record purposes.

#### **2.1.11. Creditors**

##### **2.1.11.1 Policy**

All accounts are to be opened by the Administrator. All requests for accounts to be opened are to be written on Khulumani's letterhead and are to be signed by the Director and one other signatory.

##### **2.1.11.2 Procedure**

All invoices from suppliers are to be forwarded to the Administrator upon receipt. The Treasurer of the Board will be responsible for processing all creditors' invoices for payment. The Director must approve all invoices for payment after ensuring that they are aligned with budgetary provisions.

#### **2.1.12. Debtors**

##### **2.1.13.1 Policy**

Any arrangement that will result in KSG incurring a debt on behalf of a third party, is subject to the approval of the Director in accordance with the budget. Any unbudgeted amount will require the approval of the Board.

The terms of payment for all KSG`s services are 30 days from date of invoice.

##### **2.1.13.1 Procedure**

All invoicing is to be done by the Administrator. Details are to be given to the Administrator who will issue an Invoice. The invoice should clearly state the terms of payment i.e. 30 days.

The Administrator is responsible for following up any unpaid amounts and for ensuring that the terms of payment are adhered to. For amounts outstanding

for a period of 90 days and over, the Director will be advised on appropriate action to be taken.

### **2.1.13. Expenditure**

#### **2.1.13.1 Policy**

All expenditure must be approved by the Director in consultation with the Treasurer of the Board in accordance with the established budgets and proper procedures must be followed regarding the completion of order forms.

In the event of this procedure not being followed, Khulumani may honour the expenditure but will reserve the right to recover the money from the staff, as appropriate. The person involved may be subject to disciplinary action.

For any unbudgeted expenditure, the approval of the Board must be obtained. Prior to tabling the request it has to be cleared with the Treasurer to ascertain whether sufficient funds are available to meet the expenditure.

#### **2.1.13.2 Procedure**

A purchase order book should be kept with the Administrator. This book should be in triplicate. The top copy goes to the supplier, one copy remains with the Administrator to be matched with the invoice and the last copy remains in the book. Under no circumstances should the copy be removed from the book. An order must be prepared for all purchases to be made. In the event of an order being cancelled all the copies should remain in the book.

Once an order has been approved, no amendments must be made. In the event of an amendment being made after the order has been approved the organisation will honor such liability but reserves the right to recover the money from the staff member involved or to take any appropriate disciplinary action.

Accounts will not process any payment without an authorised order supporting it. Where there is a delivery note, the signed delivery note will be matched with the invoice. In the absence of a delivery note the invoice has to be signed by the person who received the goods or services.

Order books are to remain in the possession of the Administrator. Order numbers will only be furnished once the relevant authorization has been obtained.



## **2.1.14. Funding Income**

### **2.1.14.1 Policy**

Funding requests are based on the budgets prepared and approved by the Board before the commencement of the new financial year. All funding proposals must be submitted by the Director and Chairperson of the Board, unless another Board member is authorised to make a funding proposal submission.

### **2.1.14.2 Procedure**

In respect of cheques, received these will be banked within a day of receipt. A receipt will be issued by the Administrator. In respect of funding, the Administrator under the direction of the Director, will write a letter of acknowledgment to the funder.

For direct transfers into the organisation's bank account, these will be acknowledged via a letter. For the amounts received in foreign currency the letter should clearly state the amount received in foreign currency, the rate at which the amount was converted, the commission charged by the bank and the nett amount the organisation received.

It is the responsibility of the Administrator to inform the Director about all income received.

## **2.1.15. Insurance**

### **2.1.15.1 Policy**

It is the responsibility of the Administrator and Director to ensure that the premises and all assets of KSG are adequately insured at all times, and that the organisation carries professional indemnity insurance.

### **2.1.15.1 Procedure**

The Administrator will review at least quarterly, the adequacy of the insurance cover and make recommendations to the Director.

## **2.1.16. Petty Cash**

### **2.1.15.1 Policy**

To allow for the standard office expenses without having to continually write cheques, a petty cash float limited to R500.00 will be kept by the Administrator.

The Administrator is responsible for keeping the cash in a safe place and is accountable for the cash and its reconciliation. Cash used from petty cash must be accounted for with appropriate vouchers and petty cash slips.

Staff will be reimbursed for expenditure related to the work of KSG on the submission of vouchers.

#### **2.1.16.2 Procedure**

Where cash is drawn, prior to its being spent, a voucher/ slip/ receipt must be submitted within a day of drawing the petty cash. Failure to comply with this requirement will result in appropriate disciplinary action being taken against the staff member involved.

It is the responsibility of the Administrator to ensure that petty cash always balances and that all cash used is accounted for by virtue of vouchers and receipts. Failure to maintain this standard may result in disciplinary action being taken.

### **2.1.17. Staff Advances And Personal Loans**

#### **2.1.17.1 Personal Loans**

Personal loans can be defined as cash amounts granted to employees to be recovered from their salaries over a period of time not exceeding 3 pay cycles.

##### **2.1.1 Policy**

KSG shall not grant personal loans to employees nor undertake to give any guarantees to any money lender to the effect that the loan granted to the KSG employee, shall be repaid by KSG to that money lender.

The KSG payroll will not be used as a “stop order facility” to service loans granted to KSG employees by third parties unless so directed by competent court of law, eg. garnishee orders.

KSG may at its discretion grant loans to staff. These will not be more than 50% of the employee’s monthly salary and will be repayable over three months. KSG reserves the right to withhold the payment of benefits should a staff member renege on this agreement.

#### **2.1.17.2 Salary Advances**

An amount advanced from salary for compassionate reasons or extreme hardship

##### **2.1.17.2.1 Policy**

A cash advance not exceeding 50% of the employee’s previous month’s salary may be granted provided the amount is recovered from the employees salary in three equal parts, starting at the end of the month of application.

The employee should sign an agreement that states that the salary advance will be repaid within the coming three salary cycles.

### **2.1.17.2.2 Procedure**

The Director in consultation with the Chairperson of the Board will consider and approve all requests.

Each employee shall sign an “acknowledgement of debt form” authorising KSG to recover such cash advances

No employee may be granted MORE THAN ONE ADVANCE in any twelve month period

### **2.1.18 Stationery**

The Administrator is responsible for the purchase and issue of stationery. All stationery must be requisitioned on the required form and it is the responsibility of the Administrator to maintain and keep records of stationery issued.

### **2.1.19 Telephone Use**

#### **2.1.19.1 Policy**

All telephones will be monitored for usage with regards to costs and time. Staff will be charged for all private calls exceeding R50,00 per month.

It is the policy of KSG to ensure efficiency and effectiveness in its operations.

#### **2.1.19.2 Procedure**

It is the responsibility of the Administrator to maintain and keep records of telephone usage by staff. This will be possible through the telephone management system that will be implemented.

Employees will be billed at the end of the month for any private calls exceeding R50,00 per month. The payment is due within 7 days of receipt of account.

With regard to the answering of phones, calls must be answered within four rings as far as possible. Faults should be reported to the Administrator as soon as a fault is detected.

### **2.1.20 Workshops**

#### **2.1.20.1 Policy**

KSG will only pay travelling expenses for clients attending KSG-convened workshops or meetings, whether held on KSG premises or at another centre, where this has been budgeted for in advance.

### **2.1.20.2 Procedure**

All claims for workshops must follow the standard financial procedures. All expenditures shall be properly vouched for. Any equipment removed from KSG premises for use at a workshop, must be signed for and returned directly after the completion of the workshop to the Administrator.

### **2.1.21 Salary**

#### **2.1.21.1 Objectives**

The objectives of this policy are:

- to ensure that all staff members of KSG are fairly rewarded, according to a systematic set of principles; and
- to ensure that KSG is able to attract and retain skilled staff.

#### **2.1.21.2 Principles**

Salaries of staff members at KSG are differentiated.

This differentiation is based on a job evaluation system, so that salaries are determined primarily by the requirement of the job, rather than by any other criterion.

“Rate-for-the-job” implies that anyone employed for a specific position will have the knowledge, skills and experience they need to do the job at an acceptable level of productivity and/or quality of work.

In accordance with the belief that all jobs are valuable, differentiation should be relatively small, with a maximum differentiation of 5 to 1 between the top and the bottom salary on the scale.

The key criteria in differentiating salaries are:

- The level of decision-making and implications of these decisions;
- The consequences of decision-making (i.e the consequences of failure);
- The level of responsibility required by the job; and
- The complexity of the job,

The expectation of KSG is that all staff members will be fully productive in the jobs they are employed to do.

KSG would like its salaries, as far as possible, to be in line with those of other organisations doing similar work, in order for KSG to recruit and keep high calibre staff.

KSG recognises that the Salary and Job Evaluation Policy will only be equitable if the organisation has clear and fair Staff Development and Affirmative Action Policies, effective supervisory systems, and appropriate

Grievance and Disciplinary Procedures.

In order to ensure transparency, rate of pay for the job will be available to all staff members. However, salary packages of individuals will remain confidential.

### **2.21.23 Job Descriptions And Evaluation**

All staff members at KSG should have explicit job descriptions that form part of their employment contract. Job descriptions must make clear the level of responsibility of the job, and the knowledge and skill level required to do the job productively.

Jobs are graded in terms of these job descriptions and on the basis of the complexity of the job, the responsibility involved in the job, the consequences of the decision-making inherent in each job and the competencies required to perform the tasks required.

It is the responsibility of the Director to ensure that there is a regular evaluation of staff and that the record of these staff performance evaluations are kept on file.

### **2.20.22 Review Of Salaries**

As KSG is not a profit-making organisation, it would be able only to offer staff a cost of living increase on an annual basis provided the organisation has funds for this purpose. This will be effective on April 1 each year. The actual percentage of the increase will be determined annually by the Board and is dependent on their being adequate funds available.

Should the financial conditions of KSG allow, provision will also be made for performance-based incentives to be implemented.

A change of band and grade can only take place if there is also a change in job content to give the employee more decision-making responsibility, or where there is an increase in the complexity of the job, or where there are increased consequences dependent on the employee's decisions.

### **2.20.23 Bonuses**

Bonuses would be paid at the end of December each year, depending on the financial status of the organisation, and come into effect for staff who have been with the organisation for a minimum of 12 months. The amount payable would be dependent on the financial situation of the organisation at the time.

### **2.20.25 Leave**

All KSG staff will be entitled to 20 days annual leave. No leave will be carried over to following year and staff will forfeit all carried over leave. The closure of the offices over the Christmas period forms part of this leave.

### **3. ADMINISTRATIVE PROCEDURES**

#### **3.1. Conferences**

##### **3.1.1 Objective**

To ensure that:

- invitations which are received to attend conferences are replied to;
- the appropriate person in KSG attends the conference if it is in KSG's interest to do so;
- the knowledge and information gained at the conference is brought back into KSG and shared in an appropriate manner, and
- the image, skills and expertise of KSG are properly presented at the conference.

##### **3.1.2 Procedure**

###### **Receipt of invitation**

Invitations to attend conferences, whether they are specifically addressed to an individual staff member in KSG or not, must be forwarded immediately to the Director and the Chairperson of the Board.

The Director and Chairperson will decide whether KSG will attend and who should attend.

Invitations to attend conferences which are directed to individual staff members, must be raised by the staff member concerned with the Director.

The Administrator will maintain a record of all invitations received, noting which were attended and by whom.

###### **Bookings**

All bookings for attending conferences will be made through the Administrator.

###### **Preparation for the conference**

If it is felt that it is necessary to prepare for the conference (especially in the event that a paper is being presented), the person attending, in conjunction with their project team, will organise appropriate discussions within KSG. This will be done to ensure that all persons with expertise, knowledge, skills, etc, can input into the preparations for the conference.

Timeous notice of the meeting will be given in order to allow for adequate preparation for the conference.

## **Reporting back**

The person who attends a conference, must within seven days of attending the conference, lodge a brief written report on the conference with the Director and Administrator and must hand over all papers relating to the conference. A mechanism and timetable for a full report back must be agreed to with the Director prior to attendance of the conference/workshop. The papers submitted will be filed by the Administrator and all staff members will be informed that the report on the conference and the papers are available.

## **3.2. Facsimile Transmissions**

### **Objective**

To record the receipt of incoming and monitoring outgoing facsimiles to ensure receipt thereof, and to enable costs, where applicable, to be allocated to the appropriate projects / department.

All faxes should be channelled through to the Administrator.

### **Outgoing Facsimiles**

Faxes will be recorded by the Administrator once the confirmation slip has come through with the time of transmission confirmed and with the date recorded.

Staff who send personal facsimiles must notify the Administrator so that the staff member can be billed at the end of the month.

Visitors who wish to send facsimiles should be aware that they will be billed.

Transmission report sheets will be kept in a file and will be available on request.

### **Incoming Facsimiles**

All incoming transmissions will be recorded by the Administrator who will note the following information:

- who it is from
- who it is for
- time received
- its distribution

The Administrator will ensure that the faxes are distributed.

If the facsimile is marked 'urgent', the Administrator will inform the relevant staff member by telephone, or if unavailable, will e-mail the person marking the message as URGENT.

If the facsimile is addressed to more than one person, the Administrator will

arrange that the relevant number of copies are made and that one copy is sent to each addressee.

All fax sheet reports will be kept in a file and will be available to staff on request.

### **3.3. Incoming And Outgoing Mail**

#### **Objective**

To record the receipt and sending of post by the organisation and to ensure that mail is forwarded to the correct staff members or projects for processing.

#### **Procedure**

All mail, whether incoming or outgoing, must be channelled through the Administrator.

#### **Incoming Mail**

The KSG post office box will be checked regularly by the Administrator at least once a week.

All mail received by KSG will be opened by the Administrator unless it is marked Private or Confidential.

Mail marked Private or Confidential will be delivered unopened to the addressee. In the event that private post is opened inadvertently, the mail will be resealed with an explanatory note and a signature of who opened it.

All mail that is opened will be stamped *received*, with the date on which it was received by the KSG Administrator.

KSG mail (that is, mail not marked Private or Confidential or clearly of a personal nature) will be perused by the Administrator to establish to whom it should be distributed. The Administrator will ensure that the mail marked Private or Confidential is placed in the appropriate person's designated file or box. Where special attention is required this will be brought to the attention of the Director or staff member.

Mail that is opened will be recorded in a book by the Administrator and given to the Administrator for distribution.

Cheques received through the post will be separately recorded.

Staff who are on annual leave must make appropriate arrangements with the Administrator for dealing with personal correspondence in their absence.

The mail book will be available from the Administrator for staff for any queries arising from incoming mail.



## **Outgoing Mail**

All outgoing mail will be lodged with the Administrator

In order to reduce faxing costs, staff must post letters that do not require urgent attention by the addressee.

Outgoing mail will be recorded by the Administrator and the amount of postage noted.

Cheques that are to be posted will be separately recorded by the Administrator.

Staff who wish to send personal letters, should leave the money and letter with the Administrator.

### **3.4. Photocopying**

#### **Objective**

To provide a fast and efficient photocopying service that protects equipment, maximises cost recovery, allocates costs correctly and minimises external copying.

#### **Procedure for non-bulk or individual photocopying**

Any request by visitors for photocopying should be addressed to the Administrator, or undertaken by the Administrator. Visitors may not make use themselves of the photocopy machines.

If any photocopying machine is faulty, staff must notify the Administrator.

### **3.5. Stationery**

#### **Objective**

To ensure that all staff have the necessary stationery to enable them to perform their work efficiently, to control stationery expenditure and to ensure that stationery expenditure is allocated to the relevant projects.

#### **Procedure**

Staff members must submit their individual stationery requests to the Administrator on a monthly basis.

The Administrator will place orders for stock, accept delivery and be accountable for the stock.

The Administrator will distribute stationery to the relevant staff.

Stationery requests for workshops must be ordered separately also with the

Administrator.

### **3.6. Office Space**

#### **Objective**

To ensure the rational allocation of office space and other office resources

#### **Procedure**

Allocation of office space is the responsibility of the Administrator who must be consulted before any office is allocated, changed, etc. The Director however is responsible for all final decisions regarding space usage in the office.

Priority for office space will be given to full-time permanent employees. Contract workers, part-time workers and any consultants do not have priority in regard to the allocation of office resources, and the allocation of resources to such persons must be determined prior to entering into a contract with such persons. If necessary, temporary or contract staff must be accommodated in offices off KSG premises.

## **4. GRIEVANCE PROCEDURE**

### **4.1. Scope, Object And Governing Principles**

The Grievance Procedure is intended to ensure that grievances are settled quickly and as fairly as possible, and to promote sound industrial relations between KSG and its employees for their mutual benefit.

### **4.2. Definition**

A grievance is any feeling of dissatisfaction or injustice which arises out of the work situation or the employment relationship between the employee and KSG, but excludes appeals against disciplinary action or retrenchment.

### **4.3. General Principles**

Employees may lodge grievances without fear of victimisation and without any prejudice whatsoever to their standing with KSG. Every effort will be made to settle grievances as fairly and quickly as possible and at the lowest possible level of management.

The grievance procedure laid down herein shall not interfere with the legal rights of the parties concerned. The parties undertake, however, not to use any industrial action before all steps laid down in this procedure have been used.

A grievance may be held by any individual employee or by a group of employees. For the sake of convenience, the procedure refers only to "the aggrieved employee". In the event of a grievance being held by a group of employees, they shall appoint two of their number to follow the grievance procedure on their

behalf. All parties concerned will be advised of any decision that is made after entry level of procedure.

#### **4.4. Steps For Procedure**

##### **4.4.1 Director- 1<sup>st</sup> level**

The aggrieved employee must first raise the grievance with his / her Director. The Director / Supervisor must forthwith investigate and try to resolve the grievance. If the aggrieved employee is not satisfied with the decision of the Director or Supervisor or with the way in which the case was dealt with, the aggrieved employee may immediately call in another employee of his / her choice to discuss the matter further with the Director.

##### **4.4.2 Board member – 2<sup>nd</sup> level;**

If the matter cannot be settled by the Director to the satisfaction of the employee a written report shall be submitted to the Board member (Dealing with Labour Relations) signed by both parties and clearly setting out the following information:

- i) the grievance
- ii) the Director's reaction
- iii) the proposed solution
- iv) the reason for the aggrieved employee's rejection of the solution or continued grievance

If the issue is not settled to the satisfaction of the employee a written report shall be drawn up by the Board member, incorporating the following information:

- i) the employee's report
- ii) the views of the member
- iii) the reason for the aggrieved employee's rejection of these views

##### **4.4.3 Chairperson of the Board 3<sup>rd</sup> level**

If the issue is not settled to the satisfaction of the employee then the matter may be taken to the Chairperson of the Board by the Director.

The Board member who has been dealing with the grievance, shall immediately send the Chairperson all documents, minutes, statements and notes relevant to the grievance as soon as possible. If, despite that fact that these procedures have been followed, the parties concerned have been unable to resolve the grievance an outside arbitrator may be appointed by KSG. The findings of the arbitrator shall be accepted as final and binding.

#### **4.5. Director's Grievance**

With regard to a grievance of the Director, procedures followed by the Chairperson of the Board, will be applied.

## **5. DISCIPLINARY PROCEDURE**

### **5.1 Scope, Objects And Governing Principles**

#### **5.1.1 General Principles**

This procedure provides guidelines to both the employer and employee, where the employer is not satisfied with the work or conduct of employees. The purpose of any disciplinary action taken will be to correct rather than punish an employee's unacceptable work or conduct.

All employees are subject to discipline and the principles of this Disciplinary Procedure shall therefore apply to all. It is possible that the method of application may vary for different levels of employees.

An employee who is subject to disciplinary action shall have the right to nominate a colleague of his / her choice as their chosen Representative.

The Chosen Representative shall not be victimised in any manner whatsoever as a result of his / her participation in a Disciplinary Inquiry.

The code of Good Practice Dismissal contained in Schedule 8 of the LRA, in so far as it relates to discipline, constitutes part of this procedure.

#### **5.1.2 Disciplinary Action**

Whenever an employee performs or fails to perform any act which transgresses or fails to fulfil the terms under which they were employed, or is in breach of any agreement between the employee and KHULUMANI SUPPORT GROUP with regard to work or conduct, then such employee shall be liable for disciplinary action. Employee conduct which may warrant disciplinary action is listed "Annexure A", the list is not exhaustive.

This Disciplinary Action allows for five levels of disciplinary procedure, namely:

- a) Corrective Counselling
- b) Verbal Warning
- c) Written Warning
- d) Final Written Warning
- e) Disciplinary Inquiry

The Khulumani Board is responsible for determining, according to the degree of transgression, the level of disciplinary action which shall be initiated and, consequently, the remedial action / penalty to be applied.

#### **5.1.3 Corrective Counselling**

If an employee performs unsatisfactorily, the person in authority to exercise discipline must:

- a) Bring unsatisfactory conduct to the employee's attention
- b) Determine the reasons for the conduct
- c) Seek to get agreement on how to remedy the conduct
- d) Take steps to implement the agreed course of action

#### **5.1.4 Verbal Warning**

A verbal warning may be given to an employee by their supervisor, and must be given in the presence of one other person. Such warning shall effectively indicate to all parties that further disciplinary action may take place if the matter in question is repeated. Details of the verbal warning shall be recorded in the employee's personal file. A verbal warning shall remain valid for a period of three (3) months.

#### **5.1.5 Written Warning**

A written warning shall be given when verbal warning have failed OR when the conduct is considered sufficiently serious to warrant a written warning.

Such written warning must be given in the presence of the employee's chosen Representative.

The written warning shall include a description of the incident, behaviour or practice which caused the warnings to be issued, and shall refer to any verbal warnings previously given to the employee.

The written warning shall record the reasons for such warning, and also that further disciplinary action shall be taken if no improvement takes place

The written warning shall be signed by the supervisor, the employee and the chosen Representative

The written warning shall be placed in the employee's personal file where it will remain valid for six (6) months from date of issue

Where the employee refuses to sign the written warning, to signify that he / she has received it, then the refusal shall be noted on the warning. The facts of such objection to be taken into account in future disciplinary sanctions

#### **5.1.6 Final Written Warning**

Where the employee has one or more valid written warnings or it is appropriate for a final warning to be given without any previous written warnings, the responsible person may give the employee a final written warning for any misconduct. The written warning must be in the form of "Annexure B". The other provisions above apply to final written warnings

#### **5.1.7 Serious Misconduct**

The disciplinary procedure in paragraph three (3) will apply in all cases

of serious misconduct

### **5.1.8 Disciplinary Inquiry**

The purpose of a Disciplinary Inquiry shall be:

- a) To hear all relevant evidence concerning the alleged misconduct
- b) To obtain a clear picture of the employee's disciplinary history from his / her personal file
- c) To reach a just verdict; and
- d) once a verdict has been reached, to attempt to get the employee to accept responsibility for improving or rectifying his / her unacceptable conduct and / or poor work and to endorse this by imposing an appropriate penalty
- e) evaluate whether actions by the parties could prevent a recurrence of misconduct

The KSG Director and Board shall nominate a Committee to conduct a Disciplinary Inquiry. This shall consist of two (2) to four (4) persons including the chairperson. These persons may be chosen from the employees or Board . The Chairperson of the Disciplinary Committee must be from the Board.

The Chairperson of the Disciplinary Committee shall preside over a Disciplinary Inquiry.

The Chairperson of the Disciplinary Committee shall notify all persons who are required to be present, of the time and date of the proposed inquiry, which shall be convened as soon as possible after the alleged offence has become known.

Where any person is unable to attend the Disciplinary Inquiry (excluding the employee and the supervisor), he / she shall submit the reasons for his / her non-attendance in writing to the Chairperson.

An employee shall be notified at least three (3) days prior to the inquiry of the substance of the allegation against him / her or the complaints about his / her conduct, in writing.

Proceedings as a Disciplinary Inquiry shall take place with due regard to considerations of justice. An employee has the right to be present while witnesses give evidence and shall have the right to ask questions of all witnesses. An employee shall have the right to study all documents handed in as evidence at the Disciplinary Inquiry. The employee has the right to lead witnesses of her / his own and to hand in documentation to the Inquiry.

Whether the employee admits or denies the alleged breach of conduct, she / he or his / her Chosen Representative may enter a plea for leniency or mitigation, and may lead evidence thereon before the closing of the Disciplinary Inquiry.

On completion of the presentation of evidence, the Chairperson of the Disciplinary Committee shall reach a verdict, and thereafter may refer to the employee's personal file for the employee's disciplinary history before deciding on the

appropriate action.

In reaching a decision as to the appropriate action or penalty, if any, the Chairperson of the Disciplinary Committee shall bear in mind the severity of the case, the likely effect on morale in the organisation, the effect of the disciplinary action of the employee and any mitigating circumstances

On reaching a final decision the Chairperson of the Disciplinary Committee shall make known to the employee the decision and penalty (where applicable) as well as the reasons for having reached such a decision.

The decision could be one of the following:

- a) No disciplinary action; or
- b) Exoneration; or
- c) A verbal warning; or
- d) A written warning; or
- e) A final written warning as a result of the Disciplinary Inquiry; or
- f) The employee being dismissed; or
- g) The employee being demoted or suspended or transferred within the organisation

The decision of the Disciplinary Inquiry will be documented and filed in the employee's personal file and / or the Disciplinary Inquiry file in Administration which shall be confidential and accessible to the members of the Board and the staff member concerned.

#### **5.1.9 Suspension**

Where an employee repeats any misconduct for which a final written warning has been given or where s/he is alleged to have committed some other misconduct recognised by law as sufficient to justify summary dismissal, the Director may temporarily suspend him / her from duty without loss of pay pending an investigation of the case. The Director must immediately report the suspension to the Board.

The Chairperson of the Board shall forthwith convene a Disciplinary Inquiry as defined above.

If, after the inquiry, the decision is that the employee should be dismissed summarily, the employee shall be deemed to have been dismissed on the day on which s/he was suspended from duty.

#### **5.1.10 Appeal**

An employee has the right to appeal against any disciplinary action. Where an employee is dissatisfied with a written warning or with a decision of a Disciplinary Committee the employee may appeal within seven (7) working days thereof, failing which the right to appeal will lapse.

The appeal must be heard by the members of the Disciplinary Committee or their

nominee/s, excluding the Chairperson of the Disciplinary Committee.

The appeal shall be in the form of an evaluation of the evidence. Additional evidence may also be presented. Any such appeal shall be heard within fourteen (14) working days of being lodged and shall be presided over by an uninvolved person who is acceptable to both parties in the dispute, or appointed by the Chairperson of the Board.

#### **5.1.11 Dismissal**

A decision to dismiss an employee shall be taken only as a last resort

Any decision to dismiss an employee at a Disciplinary Inquiry shall be confirmed by the Disciplinary Committee within seven (7) days of such hearing

#### **5.1.12 Disciplinary Offence**

The following offences are not comprehensive and are recorded as guidelines in terms of the procedure. They are examples of breaches of an employee's terms of employment and of other inappropriate behaviour which may constitute disciplinary misconduct, and indicate the appropriate level of disciplinary level of disciplinary action which would follow upon an allegation of such behaviour. (See attached list)



## **ANNEXURE A OFFENCE LIST**

Unsatisfactory performance of duties - Verbal Warning Written Warning  
Disciplinary Inquiry

Drunkenness / Drug Abuse - Written Warning Disciplinary Inquiry

Unauthorised absence from work - Written Warning Disciplinary Inquiry

Committing unsanitary acts - Written Warning Disciplinary Inquiry

Damage to KSG property - Disciplinary Inquiry

Discrimination on the grounds of gender, race or religion - Disciplinary  
Inquiry

Driving a KSG vehicle without permission - Disciplinary Inquiry

Threatening / abusive behaviour - Disciplinary Inquiry

Insubordination - Disciplinary Inquiry

Lack of confidentiality due to deliberate action - Disciplinary Inquiry

Lack of confidentiality due to negligence - Written Warning Disciplinary  
Inquiry

Unauthorised removal / theft of KSG property - Suspension pending  
Disciplinary Inquiry

Mismanagement of KSG funds or property- suspension, possibly leading to dismissal

Assault - Suspension pending Disciplinary Inquiry

General lateness for work without explanation regarding flexitime - Verbal Warning,  
Written Warning, Disciplinary Inquiry

Lateness for meetings - Verbal Warning, Written Warning, Disciplinary Inquiry

## ANNEXURE B FINAL WRITTEN WARNING

Dear [Name of Employee] [Date]

This is a final written warning given in terms of the Disciplinary Code and Procedure. It's purpose is to correct your behaviour. If you engage in further misconduct, a disciplinary enquiry may be held which may lead to your dismissal.

The written warning will be placed in your personal file. The warning remains valid for six months from the above date. At the end of six months the warning will be removed from your file and destroyed.

If you object to the fairness of the warning, you must state your objection in writing and submit it to the Director within seven days of this warning. The objection will be filed with the warning.

The nature of the misconduct is:

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Agreed action plan to obviate repeat of misconduct

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Date of review: \_\_\_\_\_

\_\_\_\_\_  
Employee    Director

\_\_\_\_\_  
Employee's Representative

## ANNEXURE C NOTICE OF DISCIPLINARY INQUIRY

Dear [Name of Employee] [Date]

You are hereby given notice to attend a Disciplinary Inquiry in terms of clause 3 of the Grievance and Disciplinary Procedures.

The alleged misconduct which will form the basis of the Disciplinary Inquiry is as follows (a detailed description of misconduct may be attached)

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The inquiry will be held at \_\_\_\_\_ on \_\_\_\_\_ day of \_\_\_\_19\_\_\_\_ at \_\_\_\_\_ am / pm.

You may be represented by a fellow employee or a representative of staff association. Timeous arrangements for the release of that employee to attend that inquiry.

You will be permitted to lead evidence in the form of documents or by way of witnesses. You will be entitled to cross-examine any witnesses introduced by KSG. In the event that the Inquiry holds that you are guilty of misconduct, you must be prepared to present any relevant circumstances in determining the appropriateness of the sanction. KSG intends relying on the written warnings / dated \_\_\_\_\_ in determining the sanction. If you have objected to written warning/s you may lead evidence and present arguments as to why the written warning/s are not fair and accordingly should not be taken into account.

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Employee

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Employee's Representative