



COMPANY POLICIES AND PROCEDURES

1. Industrial Relations

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UPDATES WILL BE DONE WHEN NECESSARY AND THE COMPANY WILL ENDEAVOUR TO INFORM ALL STAFF, HOWEVER IT IS THE EMPLOYEE'S RESPONSIBILITY TO FAMILIRISE THEMSELVES WITH THE CONTENT AND CHANGES TO THIS MANUAL.

1 INDUSTRIAL RELATIONS

1.1 PHILOSOPHY, POLICY AND GENERAL GUIDELINES :

The guidelines that follow have been designated to include the meaning and spirit of the Company's policy and underlying value system, in respect of industrial relations.

1.1.1 PLURALIST APPROACH :

The Group recognises that conflict is normal in industrial society, and is the natural consequence of interactive processes between groups which, while having conflicting goals, also share a mutual dependence. The Group therefore recognises the importance of procedures agreed between the parties in regulating and institutionalising conflict in a mutually satisfying way. There is in this approach an inherent assumption that both Employer and Employee will restrict their claims and aspirations to levels sufficiently tolerable for the other party to continue the collaborative process - in other words that their values and norms are not so different that notable compromises cannot be achieved.

1.1.2 FREEDOM OF ASSOCIATION :

The Group supports the principle of freedom of association. An Employee may join a trade union of his or her own choice. Management will not attempt to influence Employees regarding their decision to join a trade union. No Employee may be victimised for trade union membership or activity. The Group will endeavour to establish a co-operative relationship with representative trade unions, based on mutual trust and the mutual acknowledgement of the legitimacy of the parties concerned. The fact that some categories of Employees are excluded from the bargaining unit on behalf of which a trade union negotiates, is not an infringement of the principle of freedom of association.

1.1.3 INDUSTRIAL ACTION :

Whereas the Group acknowledges the inherent conflict that normally exists between Employer and Employee, it cannot subscribe to illegitimate and unwarranted industrial action. In addition wildcat strike action without the exhaustion of internal procedures will not be tolerated. No Employee has an indefinite right and/or freedom to strike, be it legal or illegal, and the Company can always exercise its rights in respect of such industrial action.

1.1.4 INDUSTRIAL RELATIONS PROCEDURES :

The Group believes in, and adheres to, a structured as well as systematic approach to industrial relations. Group procedures and employment practices in respect of contracts of employment, rules and regulations, discipline and grievances, trade unions, communication, safety, retrenchment and redundancy will continue to be of effect and may be amended in accordance with prevailing circumstances.

1.2 GRIEVANCE PROCEDURE :

1.2.1 DEFINITION :

A Grievance is defined as any bona fide dissatisfaction or feeling of injustice on the part of any Employee (or Employees) in connection with the Employee's work and/or employment situation that is specifically brought to Management's attention. Providing that collective wages and other issues subject to collective bargaining, as well as appeals against disciplinary action shall not be considered to be Grievances for the purposes of this procedure.

1.2.2 INTENTION :

- Both the Employer and the Employees agree that it is in their mutual interest to utilise the Grievance Procedure so that any issues arising between them may be considered and resolved. It is agreed that the procedure at all times will be used in good faith by the Employee (and his representative), without frustrating Management's attempts to resolve bona fide grievances.
- It is the intention of the Employer and the Employees that grievances be resolved at the earliest possible stage and as speedily as possible.
- Employees may raise grievances without any fear of prejudice or victimisation, and without loss of earnings.

1.2.3 INTRODUCTION :

- The Grievance Procedure is the official route for Employees to raise grievances to Management. It is therefore vital that it is supported by both Management and the Employees.
- Employees are entitled to be accompanied by an interpreter and a representative from the workplace should they so wish.

1.2.4 GUARANTEED EARNINGS :

Normal earnings will be paid to Employees in respect of the time spent in meetings with Management in an attempt to resolve grievances.

1.2.5 GRIEVANCE PROCEDURE :

The ensuing procedure must be strictly adhered to :

- FIRST STEP

- * An Employee who wishes to raise any grievance which concerns him directly, must first raise it verbally with his immediate superior.
- * The immediate superior must settle the grievance within 2 (two) working days.

- SECOND STEP

- * Should the Employee be dissatisfied with the action taken by the superior, he can refer the matter to a representative from the workplace and must complete an official Grievance Form.
- * The Employee, together with the said representative, if he so wishes, must go back to the same superior as in the first step.
- * Should the grievance still not be resolved after 2 (two) working days, the Employee(s) may request to see the appropriate Manager together with all the parties previously involved.

- THIRD STEP

- * Should the Employee subsequently still feel dissatisfied, or the matter not be resolved within two (2) working days, the final step in the procedure can be taken. A meeting with the Divisional Manager may be requested. All parties previously concerned will attend this meeting which shall be held within 5 (five) working days. The Divisional Manager's decision will be final, as far as the Company is concerned.

1.3 DISCIPLINARY PROCEDURE :

1.3.1 PURPOSE AND GENERAL PRINCIPLES :

A)

- Enforcement of discipline is Management's duty and prerogative, and all levels of Management must take disciplinary action when warranted. The intention of this action must be preventative and corrective, and not punitive.
- The Disciplinary Code and Procedure provides for a Management **guideline**, and at the discretion of Management, the Code and Procedure can be deviated from, when circumstances warrant such deviation. It is however also important to be consistent.
- Disciplinary action must be taken timeously and should be both procedurally and substantively fair.
- Practices and attitudes in industry change with time, and new norms of acceptable industrial relations behaviour emerge. Accordingly this disciplinary procedure and code are intended to be **guidelines and not rigid** standards of behaviour. This procedure and code may be amended, altered or varied on reasonable notice thereof.

B) DISCIPLINARY ACTION

- Any person in authority over an Employee shall be entitled, in the event of such Employee's misconduct, to reprimand such Employee by an oral or written warning and may, if they have the appropriate authority, dismiss such Employee summarily in accordance with common law in the event of serious misconduct, and in accordance with the Disciplinary Procedure. Written warnings and dismissals may normally not be given without a hearing having been held.

C) DISCIPLINARY ACTION RECORDS

- No record needs to be kept of a verbal warning.
- A copy of each written warning shall be placed on the Employee's personal file. A written warning will be issued to the Employee who must sign same as proof of receipt thereof, such signature not being an admission as to the correctness thereof or of Employee's guilt, and the Employee shall retain the right to appeal against such action through the appeal procedure if such Employee considers it unfair. In the event of an Employee refusing to sign for any warning the fact that such warning was given to such Employee may be proved by other means.

- A written warning shall remain on an Employee's file for a period of 6 (six) months, after which it will not be taken into account in the consideration of a penalty.
- A final written warning shall remain on an Employee's file for a period of 12 (twelve) months after which it will not be taken into account in the consideration of a penalty.

1.3.2 NON-DISCIPLINARY RELATED MATTERS :

A) The Disciplinary Procedure will **NOT** necessarily be applicable in the event of non-disciplinary related matters which may be based on incapacity and/or poor work performance, e.g.

- for failure to meet requisite job standards (due to ability);
- illness and health;
- inability to conform to timekeeping rules;
- inability to report for work;
- inability to perform overtime as and when required;
- transport problems;
- problems related to work attendance as a result of political unrest and stay-aways; and

B) Under all of these circumstances, the following counselling and consultation shall apply :

- in **THE FIRST INSTANCE**, the Employee must be appropriately counselled as to the requirements of the job, the reason(s) for the problem and steps that could or should be taken to alleviate the problem e.g. instruction and/or training.
- in **THE SECOND INSTANCE**, should the problem not be corrected or solved, then the Employee, after further consultation, must be provided with a written final assessment of the position, which will include the Company's rights and alternatives, as well as appropriate time limits.

- in **THE THIRD INSTANCE**, and as a last resort, notice of termination of employment may be given by the Company to the Employee. In this respect, there must be compliance with the provisions of the employment contract and/or the provisions of Section 14 of the Basic Conditions of Employment Act.

NOTE : In all three of the above instances the employee has the right to be represented by a fellow employee from his/her workplace.

1.3.3 DEFINITIONS CLAUSE :

"Assault"

means a physical or verbal attack, or a threat or display of violence against a person.

"Balance of Probability"

means which version is more probable than the other. Management must be satisfied therefore that it was probable that the transgression in fact occurred. It is not a requirement for Management to prove it's case beyond reasonable doubt.

"Counselling"

means any corrective action taken by Management - primarily through disciplinary counselling interviews. These interviews are not disciplinary hearings.

*"Disciplinary Hearing"
"Hearing or Enquiry"*

means a hearing where the Employee is allowed to state his case in response to allegations levelled against him.

"Dishonesty"

means untruthful and includes fraudulent conduct, theft etc.

"Dismissal"

means summary dismissal after the Employee was given the opportunity to state his case at the hearing/enquiry. An Employee may nevertheless be dismissed if he fails to attend the hearing or if for any other reason he is not in a position to attend, and/or it cannot be expected from Management to conduct a disciplinary hearing.

*"Employee Representative"
"or Representative"*

means another Employee from the defendant's workplace, who has been appointed by the defendant to assist him in a particular disciplinary matter, and could be a shop steward.

"Evidence"

means the indications or facts available as proving or supporting an allegation(s).

"Insolence"

means insulting and/or disrespectful behaviour.

"Insubordination"

means refusal to obey or carry out a reasonable and lawful instruction.

"Intimidation"

means to frighten and/or threaten a person in order to influence or subdue that person, in order to do, or not to do something.

"Intoxication"

means not to be fully in control of one's senses and includes drunkenness, inability to perform as a result and/or under the influence of intoxicating substance. The ability to perform is not the only criteria by which intoxication is judged.

"Management"

means any person designated by the Company to be in a managerial or supervisory capacity, and to have the responsibility for discipline.

*"Mitigation" or
"Extenuating"
Circumstances"*

means circumstances that are normally put forward by the Employee and/or considered by Management, in order to lessen the imposed penalty, e.g. service record, length of service, personal circumstances, circumstances of the case, e.g. provocation.

*"Non-Disciplinary
Transgression"*

means a breach or transgression where no culpability is present, i.e. no guilt needs to be proved.

"Poor Work Performance"

means the inability due to conduct and/or due to the capacity of the Employee to produce work which does comply with the Company's pre-determined standard of performance for that specific job.

"Provocation"

means any action aimed at provoking or inviting anger or retaliation.

"Unauthorised Possession"

means the possession of goods without authorisation, e.g. "theft"

"Verbal Warning"

means an attempt to correct an Employee's behaviour. It is informal and need not be recorded.

"Written Warning"

means an attempt to correct an Employee's behaviour in a formal manner, accompanied by counselling. It is a recorded, written warning.

1.3.4 DISCIPLINARY CODE AND SCHEDULE OF TRANSGRESSIONS:

NOTE :

- the disciplinary code contains a penalty / sanction guideline chart which means that, should the employer elect to charge an employee with an offence listed in such chart, the sanctions set out in respect thereof are merely guidelines as to the penalty / sanction to be imposed. Depending on the circumstances a greater or lesser penalty can be imposed.
- the disciplinary code that follows is not exhaustive, that is, it does not contain a full and exhaustive list of the offences with which an employee can be charged. It merely sets out, by way of example, a list of some of the offences with which an employee may be charged.
- the disciplinary code does not derogate from the employer's right to dismiss on any grounds that the law regards as sufficient.
- the employer reserves the right to add to, delete from, or amend, any of the recommended actions or transgressions / offences listed in the disciplinary code at any time.

	Category Of Offence	Examples Of Offences Falling Within That Category	First Offence	Second Offence	Third Offence	Fourth Offence
1	Absenteeism	Leaving workplace without permission	Verbal	Written	Final Written	Dismissal
		Absent from work for fewer than two (2) consecutive days without permission, a valid reason and/or notification	Written	Final Written	Dismissal	
		Absent from work for more than two (2) consecutive days without permission, a valid reason and/or notification	Dismissal			
		Latecoming (i.e. poor time keeping)	Verbal	Written	Final Written	Dismissal
		Absence on a Monday or Friday, day before or after a public holiday without producing a medical certificate	Verbal	Written	Final Written	Dismissal
2	Sleeping at work		Verbal	Written	Final Written	Dismissal
3	Insubordination	Failure or refusal to carry out a lawful and reasonable instruction	Final Written	Dismissal		
		Deliberate flouting of authority of employer	Final Written	Dismissal		
		Being rebellious, mutinous	Final Written	Dismissal		
		Unruly and defiant behaviour	Final Written	Dismissal		
4	Breaching of company rules or procedures	Breaking Company rules and not following due procedures	Written	Final Written	Dismissal	
		Disclosure of strictly confidential information	Dismissal			
		Competing with the business of the employer	Dismissal			

5	Insolence and insulting behaviour	Insolence	Written	Final Written	Dismissal	
		Vulgar speech, abusive language	Written	Final Written	Dismissal	
		Abusive actions or gestures	Written	Final Written	Dismissal	
6	Alcohol and drug related offences	Positive alcohol test reading	Dismissal			
		Under the influence of alcohol	Dismissal			
		Under the influence of drugs	Dismissal			
		Unauthorised possession of drugs or alcohol	Dismissal			
		Dealing in drugs or alcohol	Dismissal			
7	Intimidatory or threatening conduct	Intimidation	Dismissal			
		Threatening violence	Dismissal			
		Sexual Harassment	Dismissal			
8	Theft and related offences	Unauthorised use, possession or removal of company property	Dismissal			
		Theft	Dismissal			
		Misappropriation of company property	Dismissal			
9	Dishonesty	Dishonesty	Dismissal			
		Clocking another's clock card	Dismissal			
		Falsification of documents	Dismissal			
		Fraud	Dismissal			
		Forgery	Dismissal			
		Giving false information	Dismissal			
		Bribery	Dismissal			
10	Infliction or threatened infliction of bodily harm	Fighting	Dismissal			
		Assault	Dismissal			
		Threatening violence	Final Written	Dismissal		
11	Offences related to driving	Negligent driving of company vehicle	Final Written	Dismissal		
		Reckless driving of company vehicle	Dismissal			
		Unauthorised conveying of passengers or goods in company vehicle	Dismissal			

		Driving a company vehicle without an appropriate driver's licence	Dismissal			
12	Offences relating to Company property	Negligent damaging or endangering of company property	Final Written	Dismissal		
		Reckless or intentional damaging or endangering of company property	Dismissal			
13	Negligence	Negligent discharge of duties	Written	Final Written	Dismissal	
		Negligent failure to carry out duties	Final Written	Dismissal		
14	Dangerous weapons	Unauthorised possession of fire-arms or dangerous weapons	Dismissal			
		Unauthorised use of fire-arms and dangerous weapons	Dismissal			
15	Failure to comply with fire / health / safety regulations	Not wearing / using protective clothing / equipment where provided	Verbal	Written	Final Written	Dismissal
		Neglect of company regulation in this regard resulting in damage to person(s) / property	Dismissal			
16	Intentional or negligent poor work performance		Written	Final Written	Dismissal	

1.3.5 DISCIPLINARY PROCEDURE:

Disciplinary action, being corrective action is initiated by Management against any Employee who does not behave acceptably, perform acceptably, or who does not comply with Company Policies, Procedures, Rules and Regulations.

- **Stage 1 : Informal Disciplinary Action (Verbal Warning)**

- * In the first instance and under normal circumstances, should an Employee breach any of the Company Rules and Regulations, the Disciplinary Code, or perform unsatisfactorily, his immediate Superior must issue a verbal warning. This action must take the form of a private interview with the Employee.
- * The Superior must point out the undesirable behaviour or unacceptable performance, explain why it is a problem, and discuss ways and means whereby a recurrence can be avoided.
- * It is important that the Employee at this stage be made aware that further misconduct or non-compliance with Company standards could lead to formal disciplinary action being taken against him, with the possibility of dismissal.

- **Stage 2 : Written Warning:**

- * Where a verbal warning is inappropriate or the nature of the offence requires more severe disciplinary action, the Employees superior will move to Stage 2. In the event of unsatisfactory performance, the "Poor Work Performance / Incapacity Counselling Form" should be completed.
- * The exact nature of the Employee's misconduct, transgression or unacceptable behaviour or performance must be clearly recorded by the immediate superior on the appropriate form.
- * A warning could constitute a first, second or final written warning dependent on the circumstances of each case and this must be indicated on the warning letter.

- * The Employee should be asked to sign a warning form only to indicate receipt thereof. Should the Employee disagree with the contents of a warning or refuse to sign such warning, such disagreement or refusal must be noted on the warning form, in the presence of a witness. Management will not insist on the Employee's signature, as this is not a pre-requisite for the validity of the warning.
- * The warning must be completed in duplicate. One copy should be handed to the Employee and the second must be sent to the Group Human Resources Department.
- * If a First Written Warning is not effective an Employee who commits the same / similar offence can be given a more severe warning.
- * The counselling interviews aimed at correcting an Employee's performance, and during which a warning may be issued to the Employee, are not Disciplinary Hearings as provided for in Stage 3 hereof.

- **Stage 3 : Disciplinary Enquiry / Hearing:**

- * A Disciplinary Hearing will again be held, by designated Management for any further breaches or misconduct, after stage one has been completed, or without any previous warnings, in the event of a serious or major breach of Company Rules and Regulations, or in the event of an accumulation of transgressions.
- * The Employee must be advised of the charge(s) against him and of the pending Disciplinary Hearing by serving the Notice of Disciplinary Hearing on him prior to the Hearing (see Annexure B). The Employee should be granted reasonable time in order to prepare for the Hearing, such time being at the discretion of Management. The Employee Representative will be allowed to participate fully at this stage of the Disciplinary Hearing.
- * The Employee concerned, and if he so wishes, a representative/shop steward of his choice, (but who must be a fellow Employee from within the area where he works) must be present at the Hearing. If necessary, an interpreter may also have to be in attendance. The Chairman may require the Employee's immediate superior or any witness(es) to attend. The Employee and his Representative should hear the latter and be allowed to question the same.
- * The Employee should be given the opportunity to raise mitigating factors and to propose a penalty.

- * After listening to all the details concerning the alleged transgression and non-compliance, and examining any evidence, counter-arguments, documentation and/or records presented, the Chairman must excuse all those present and must then make a decision on the facts established.
- * The decision of the Chairman as to the guilt of the defendant will be based on the balance of probabilities.
- * Once it has been substantiated and established that the Employee has probably breached Company Rules and Regulations, his personal file must be referred to and all mitigating factors must be considered in assisting with the decision on what action to take, e.g. a further written warning or dismissal.
- * The Chairman of the Hearing shall ensure that the "Disciplinary Hearing/Enquiry Record is completed and distributed.
- * In the event of a charge of intoxication, the "Suspected Intoxication Report should have been completed **prior** to the Hearing, at the time of the actual incident.

1.3.6 DISCIPLINARY PENALTIES:

The following disciplinary penalties may result from a Disciplinary Hearing:

- Written warning(s) or a final written warning.
- The transfer, downgrading or unpaid suspension of the Employee concerned with his written agreement, as an alternative to dismissal where mitigation is established.
- Dismissal.

1.3.7 GENERAL PRACTICE:

- Should any Employee refuse to attend a Hearing, or is for any other reason unable to and/or not in a position to be present at the Hearing, Management reserves the right to take a decision in the Employee's absence.
- The Disciplinary Code and Procedure shall not apply in the event of collective dismissals in response to unprotected strike action, as well as in the event of a go-slow, in which event collective sanctions may apply.

- Should a Hearing be held outside an Employee's normal working hours, he shall be paid overtime.
- Where an offence by an Employee is regarded as serious by the person in authority over such Employees and where it is considered unsafe or patently undesirable for the Employee to continue duties, such Employee may be suspended from duty temporarily without loss of emoluments pending an investigation of the case. The person in authority over such Employee must immediately report the suspension to the appropriate level of Management.
- An Employee who is unfit for duty due to the use of intoxicants will not be paid for the period he was unable to perform his duties.
- Should an Employee wish to appeal against his dismissal, he is entitled to follow the Appeal Procedure set out in Section 1.3.8 of this Procedure.

1.3.8 APPEAL PROCEDURE:

An Employee shall have the right to appeal against a final written warning or dismissal under the following circumstances:

- Alleged procedural irregularities occurred at the Disciplinary Hearing;
- New facts have become available that were not taken into account at the Disciplinary Hearing;
- The action taken is unprecedented for the transgression or breach concerned; and
- Mitigating circumstances were not appropriately taken into account.

An Employee bringing an appeal against a decision resulting from the Disciplinary Enquiry shall lodge such appeal with a third party, who will be a Senior Manager within three (3) working days of the Disciplinary Hearing having taken place. Such Manager's decision in the matter shall be final as far as the Company is concerned.

An Employee bringing an appeal should complete the "Notice of Appeal" form prior to the Appeal Hearing itself and such form should be handed to the Chairman of the Appeal Hearing.

The Chairman of the Appeal Hearing shall:

- Study the minutes of the Disciplinary Hearing and the Employee's employment record;
- Thereafter hold a meeting with the Employee, his representative (who is also an Employee from the same workplace and an interpreter where requested) and the Chairman of the initial Disciplinary Hearing in order to hear further evidence and argument within five (5) working days.
- The Chairman of the Appeal Hearing shall then decide either to:
 - * uphold the decision; or
 - * rescind the previous decision and issue a new decision.

The Chairman of the Appeal Hearing must record his decision in writing and inform the Employee of the judgement.

The Chairman of the Appeal Hearing shall be the final arbitrator of appeals as far as the Company is concerned, and a decision shall normally be given within five (5) days of the appeal being lodged.

An Employee who is dismissed shall receive **NO** remuneration after the date of his dismissal unless the Chairman of the Appeal Hearing overruled the decision to dismiss.

N.B. If an Employee has exhausted all the above procedures and he still feels aggrieved he should follow the dispute procedure as set out in the Labour Relations Act.

1.4 REDUNDANCY AND RETRENCHMENT POLICY AND PROCEDURE:

1.4.1 INTRODUCTION AND DEFINITION OF TERMS:

- Notwithstanding careful planning and attempts to ensure continued full employment, certain situations arise where jobs disappear or the skills required for certain jobs become obsolete. Such situations can be caused for example by reduction in workload, significant fluctuations in the market, changes in the type of work available or termination or suspension of operations at any one of the centres in which the Employer operates. There may also be significant changes in the geographic distribution of the workload.
- "Retrenchment" means the termination of an Employees services based upon the operational requirements of the Employer.

1.4.2 POLICY:

- It shall be the Employer's policy to take reasonable steps to avoid retrenchment and where it is legally and practically possible having regard to commercial considerations, steps will be taken to do this by transferring workers, eliminating overtime, training etc.

1.4.3 CONSULTATION:

- The Employer accepts the principle of consultation and will advise and consult with the * Union and/or Employee Representative **and/or** the Employee * as far as is reasonably possible, in advance of the need to retrench, and the reasons therefore.
- Information provided by the Employer to all the parties mentioned* above shall include:
 - * the proposed timing of the planned retrenchment;
 - * the reason for the retrenchments;
 - * the consideration of relevant selection criteria of those who will be retrenched (However the retention of skills will be the overruling factor);
 - * the alternative steps which have been considered to avoid retrenchment and if they are considered impractical, the reasons for them being so considered;
 - * the number of workers affected;
 - * dates of engagement of affected employees;
 - * job titles of affected employees;
 - * the nature of the retrenchment package;
 - * the type of "assistance" which the Company offers. (See 1.4.8 Additional Assistance)

1.4.4 MINIMISING NEED FOR RETRENCHMENT:

- Reasonable steps will be taken to minimise the need for retrenchment (having due regard for the Company's need to retain certain skills). For example, the following steps will be taken or considered whenever retrenchment could be imminent:

- * ceasing to recruit;
- * not replacing Employees who voluntarily leave the Employers employ (i.e. natural attrition);
- * sharing the workload, limiting overtime, working short time, cycled unpaid leave or temporary lay-offs where this can be done, without affecting efficiency adversely and having due regard to the requirements of customers or clients of the Employer. (Due consideration must be given to the individual contracts and/or wage regulating mechanisms);
- * transfers, training and/or retraining in other skills, provided that minimum entry qualifications and selection criteria can be satisfied;
- * considering individual cases of voluntary or early retirement, where possible and in the Employees interest;
- * discharging casual, temporary or probationary workers, before any permanent Employees are retrenched.

1.4.5 PROCEDURE:

- The criteria used for selection must be objective and fair.
 - * In deciding who will be retrenched, the Employer will take cognisance of length of service (LIFO - "last in first out"), but where Employees have key skills which are necessary for the continued functioning of the organisation, or where other special circumstances exist, Employees may nevertheless be retained preferentially.
 - * Employees who have been retrenched will be given preference, should recruiting commence within the following six (6) months, as far as this is practical. Previous length of service and performance record will serve as a basis for re-employment.

1.4.6 PAYMENTS UPON RETRENCHMENT:

- Employees who are retrenched in terms of this procedure will receive:
 - * all moneys due to them for the period worked until date of termination including payment in lieu of any leave accrued;
 - * their contractual payment in lieu of notice where this is not worked.

- * severance pay equivalent to 1 weeks pay for every completed year of service, (severance pay is based on basic remuneration excluding car allowance)

1.4.7 PROTECTION OF LONG SERVING EMPLOYEES:

- No Employee who has more than ten years service shall be retrenched without the approval of the Divisional Managing Director.

1.4.8 ADDITIONAL ASSISTANCE:

- The Employer will endeavour to assist Employees who are retrenched as far as possible:
 - * by providing a certificate of service and a letter of reference to Employees who are retrenched and advising the Employees that they may give the Employer as a reference to prospective Employers;
 - * by assisting Employees to claim UIF and where applicable any other benefits;
 - * in the event of an Employee being advised that he is being retrenched and he is thereafter able to find alternative employment before his date of retrenchment, the Employer will endeavour to release him earlier to take up such employment should this be possible.

1.5 GUIDELINES ON COLLECTIVE BARGAINING AND THE RECOGNITION OF TRADE UNIONS

1.5.1 INTRODUCTION:

- The right of freedom of association is recognised and acknowledged.
- No negotiations and/or discussions and/or correspondence may be entered into with a trade union without informing the Group Human Resources Department.
- The principal of majoritarianism is the point of departure in respect of collective bargaining.

1.5.2 PRINCIPLES OF AND PROCEDURES FOR RECOGNITION:

- In the event of a trade union making contact, the Manager firstly establishes:

- Whether it is an ad hoc approach in order to discuss a specific issue or problem, e.g. a dismissal, or
- Whether it is an approach for the Company to recognise the trade union on a more permanent basis, i.e. that the trade union will represent the employees on a more permanent basis in future dealings with Management (after concluding a Recognition Agreement to that effect).
- If it is an ad hoc approach, in terms of the above, accommodate the Union and, depending on urgency and circumstances, ask for written or verbal submissions to be made and investigate the matter.
- In the event that it is an approach for the Company to recognise the trade union on a more permanent basis, the Group Human Resources Department must be notified immediately. The trade union will then be advised that prior to negotiating a Recognition Agreement, recognition of Shop Stewards, the granting of stop order facilities, and access to Company premises, the Union must first give proof of the following:
 - * Its representivity (how many of the employees are members, and proof thereof).
 - * Where else, and by whom it is recognised.
 - * Is it registered and/or does the trade union comply with the requirements of the Labour Relations Act.
 - * Is it a party to an Industrial Council.
 - * Copy of the trade union's Constitution.
 - * Does it have experience and knowledge of the industry.
 - * The trade union's attention must also be drawn to contents of this Policy, in the event of an approach for recognition.

1.5.3 DEFINING THE BARGAINING UNIT :

- The "Bargaining Unit" for the purpose of this policy, is defined as those employees and union members in the non-managerial and non-supervisory category. Trade unions are eligible to represent such union members for both disputes of rights, as well as for collective bargaining purposes provided it is representative.
- Should an employee "fall outside" of the bargaining unit it does not mean that he cannot be a member of a trade union. Trade union membership will have a limited effect however, reason being that the Group does not recognise the union when it seeks to represent such an employee on a collective basis. It must be clearly determined who the trade union represents.

- A bargaining unit is a body of employees who regard themselves as one for the purposes of collective bargaining and who are entitled to be so regarded by the Company.

1.5.4 PRINCIPLES IN RESPECT OF COLLECTIVE BARGAINING:

- The Company subscribes to the principle of majoritarianism i.e. a trade union which represents 50% + 1 of the bargaining unit will be the sole trade union recognised for collective bargaining purposes.
- Collective bargaining will take place at the decentralised, regional level of operations.

1.5.5 ACCESS:

- Management is the legal occupier or lessee of the premises. There is no automatic right to access, and permission must always be obtained by a trade union official from Management prior to entering the premises.
- Distribution of documents and the use of notice boards is not allowed without permission.
- Access to Company premises and employees by trade union officials and representatives shall not be unreasonably withheld.

1.5.6 SHOP STEWARD RECOGNITION:

- Shop Stewards play a pivotal role in .e.g. disciplinary and grievance procedures and also in the plant-level bargaining. As shop stewards are generally full-time Employees whose union duties are an extra burden, a sufficient number of shop stewards are necessary to enable them to represent the employees and perform adequately in their jobs.

Except in exceptional specified situations, shop stewards represent only the Employees in their section, as they are familiar with the workplace situation, the authority structure, climate, technology and products and individuals working in it.

- The method of shop stewards election must also be negotiated and agreed to by the parties. Issues relating to the election and training of shop stewards will be negotiated and written into the recognition and procedural agreement.

1.5.7 GENERAL:

- In the event of a majority trade union being recognised by the Company to represent all or some of its employees, such recognition and ensuing relationship shall be regulated in terms of a Recognition and Procedural Agreement which, in draft form, shall be handed to the Union by the Company.
- No negotiations on substantive issues such as wages and conditions of employment shall normally transpire prior to the signing of a Recognition and Procedural Agreement which, in draft form, shall be handed to the majority union by the Company, for further consideration and negotiation.
- No unauthorised meetings between employees and trade union(s) shall take place.
- No trade union shall be officially recognised by the Company unless it substantially complies with the abovementioned requirements.

AFFIRMATIVE ACTION POLICY

herein referred to as 'The Company'

The Company regards its people as a valuable asset and will strive to promote a culture that enhances a cooperative dedication towards continuous improvement and development, of employee personal growth, well being, and business prosperity.

Within the Company we will provide an environment which will nurture, encourage, develop and support all employees in achieving their full potential as both a member of our team as well as a member of their community. We will therefore, inter alia:

- Provide necessary development programmes in life skills which form the basis of advancement both within and outside the workplace.
- Provide appropriate training and development programmes in respect of career pertinent skills.
- Promote from within the Company wherever possible.
- Apply non-discriminatory practices in all matters, including areas of remuneration and advancement.
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- Setting fair and realistic recruitment and selection processes, criteria, standards and job requirements.
- Participation in community development projects where local subcontractors are given preference and are invited and assisted to price all subcontracts.
- Transfer skills - our company is committed to the transfer of skills through on-the-job training, mentorship and constructive feedback.
- Developing and training employees at all levels so they can reach their full potential, with a particular focus on those who were previously disadvantaged.
- Recognising that every employee has a valid role, regardless of their position and skills, and always respecting each other's abilities and responsibilities.
- To achieve equitable representation in all occupational categories and levels
- No-one is denied employment opportunities or benefits for reasons unrelated to ability and where no-one is discriminated against unfairly.

The ultimate goal of this policy is the empowerment of each and every one of our team of employees to facilitate the individual achievement of excellence both inside and outside the workplace.

***“Felix Unite Group Policy & Procedures”
applies to all employees of the
companies listed below:-***

1. Felix Unite River Adventures CC
2. Felix Unite Interactive (PTY)LTD
3. Felix Unite Namibian River Adventures (PTY)LTD
4. Felix Unite Catering CC
5. Felix Unite Tented Camps CC
6. Chameleon Indabas(PTY)LTD
7. Micromatica 220 (PTY)LTD trading as Sitewise
8. Femark Property Development and Investments (PTY)LTD
9. River Adventures Africa (PTY)LTD
10. FMC Property Development and Investments(PTY)LTD
11. Namibian River Adventures (PTY)LTD
12. Red Hot Events CC
13. Classic Cape Hire CC
14. Event Chemistry CC

